UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported) October 31, 2018

Matador Resources Company
(Exact name of registrant as specified in its charter)

Texas	**001-35410**	**27-4662601**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

5400 LBJ Freeway, Suite 1500, Dallas, Texas	**75240**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (972) 371-5200

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Item 1.01 Entry into a Material Definitive Agreement.

On September 28, 2012, Matador Resources Company (the "Company"), as a guarantor, along with certain other guarantors thereto, MRC Energy Company, a wholly-owned subsidiary of the Company ("MRC"), as borrower, the lenders party thereto (the "Lenders") and Royal Bank of Canada, as administrative agent, entered into an amended and restated senior secured revolving credit agreement (as amended, the "Revolving Credit Agreement"). For a summary of key terms of the Revolving Credit Agreement, see the Company's Annual Report on Form 10-K for the year ended December 31, 2017 filed with the SEC on March 1, 2018, which description is incorporated herein by reference. On October 31, 2018, MRC, as borrower, entered into an amendment (the "Amendment") to the Revolving Credit Agreement (as further amended, the "Credit Agreement"), and the Company reaffirmed its guaranty of MRC's obligations under the Credit Agreement. The Amendment amends the Revolving Credit Agreement to, among other items, (i) increase the maximum facility amount to $1.5 billion, (ii) increase the borrowing base to $850.0 million, (iii) increase the elected borrowing commitment to $500.0 million, (iv) extend the maturity to October 31, 2023, (v) reduce borrowing rates by 0.25% per annum and (vi) set the leverage ratio at 4.00 to 1.00.

The description of the Amendment set forth above is qualified in its entirety by reference to the terms of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this "Current Report") and is incorporated herein by reference.

In the ordinary course of their respective businesses, certain of the Lenders or their affiliates have in the past performed, and may in the future from time to time perform, investment banking, advisory, lending and/or commercial banking or other financial services for the Company for which they received, or may receive, customary fees and reimbursement of expenses.

Item 2.02 Results of Operations and Financial Condition.

Attached hereto as Exhibit 99.1 is a press release (the "Press Release") issued by the Company on October 31, 2018, announcing its financial results for the three and nine months ended September 30, 2018. The Press Release includes an operational update at October 31, 2018. The Press Release is incorporated by reference into this Item 2.02, and the foregoing description of the Press Release is qualified in its entirety by reference to Exhibit 99.1.

In connection with the Press Release, the Company released a presentation summarizing the highlights of the Press Release (the "Presentation" and, collectively with the Press Release, the "Materials"). The Presentation is available on the Company's website, www.matadorresources.com, on the Events and Presentations page under the Investor Relations tab.

The information furnished pursuant to this Item 2.02, including Exhibit 99.1, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and will not be incorporated by reference into any filing under the Securities Act of 1933, as amended (the "Securities Act"), unless specifically identified therein as being incorporated therein by reference.

In the Materials, the Company has included as "non-GAAP financial measures," as defined in Item 10 of Regulation S-K of the Exchange Act, (i) earnings before interest expense, income taxes, depletion, depreciation and amortization, accretion of asset retirement obligations, property impairments, unrealized derivative gains and losses, certain other non-cash items and non-cash stock-based compensation expense, and net gain or loss on asset sales and inventory impairment ("Adjusted EBITDA") attributable to Matador Resources Company shareholders and (ii) adjusted net income attributable to Matador Resources Company shareholders and adjusted earnings per diluted common share attributable to Matador Resources Company shareholders. In the Materials, the Company has provided reconciliations of the non-GAAP financial measures to the most directly comparable financial measures calculated and presented in accordance with generally-accepted accounting principles ("GAAP") in the United States and the reasons why the Company believes those non-GAAP financial measures provide useful information to investors.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The information included or incorporated by reference in Item 1.01 of this Current Report is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Item 2.02 of this Current Report is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for the purposes of Section 18 of the Exchange Act and will not be incorporated by reference into any filing under the Securities Act unless specifically identified therein as being incorporated therein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Thirteenth Amendment to Third Amended and Restated Credit Agreement, dated as of October 31, 2018, by and among MRC Energy Company, as Borrower, the Lenders party thereto and Royal Bank of Canada, as Administrative Agent.
99.1	Press Release, dated October 31, 2018.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MATADOR RESOURCES COMPANY

Date: November 1, 2018	By:	/s/ Craig N. Adams
	Name:	Craig N. Adams
	Title:	Executive Vice President

THIRTEENTH AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This THIRTEENTH AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of October 31, 2018, by and among MRC ENERGY COMPANY, a Texas corporation (the "Borrower"), the LENDERS party hereto and ROYAL BANK OF CANADA, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"). Unless otherwise expressly defined herein, capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent and the Lenders have entered into that certain Third Amended and Restated Credit Agreement, dated as of September 28, 2012 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders amend the Credit Agreement in certain respects, subject to the terms and conditions set forth herein, and the Administrative Agent and the Lenders have agreed to such request on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Borrower, the Administrative Agent and the Lenders hereby agree as follows:

SECTION 1. Amendments to Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 4 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended in the manner provided in this Section 1.

1.1 Amended Definition. The following definition in Section 1.1 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

"Consolidated Net Income" means with respect to Parent and its Subsidiaries, for any period, the consolidated net income (or loss) of Parent and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such net income (to the extent otherwise included therein) the following: (a) the net income of (i) any Unrestricted Subsidiary and (ii) any Person in which Parent or any of its Subsidiaries has an interest which interest does not cause the net income of such other Person to be consolidated with the net income of Parent and its Subsidiaries in accordance with GAAP, in each case, except to the extent of the amount of dividends or distributions actually paid in cash in such period by such Unrestricted Subsidiary or such other Person to Parent or

to any of its Subsidiaries (other than an Unrestricted Subsidiary), as the case may be; (b) any extraordinary gains or losses, including gains or losses attributable to property sales not in the ordinary course of business; and (c) the cumulative effect of a change in accounting principles and any gains or losses attributable to writeups or write downs of assets or any full cost ceiling impairment.

"Letter of Credit Maximum Amount" means Fifty Million Dollars ($50,000,000).

"Maximum Facility Amount" means, as of the Thirteenth Amendment Effective Date, $1,500,000,000, as such amount may be adjusted from time to time thereafter in accordance with Section 2.11.

"Revolving Credit Maturity Date" means October 31, 2023.

"Total Debt to Consolidated EBITDA Ratio" means, for any Test Period, the ratio of (a) the amount equal to (i) total Debt of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) as of the last day of such Test Period minus (ii) unrestricted cash and cash equivalents of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) as of the last day of such Test Period; provided that the aggregate amount of cash and cash equivalents shall not exceed $50,000,000 for purposes of this clause (ii) to (b) Consolidated EBITDA of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) for such Test Period.

1.2 Additional Definitions. The following definitions shall be and they hereby are added to Section 1.1 of the Credit Agreement in alphabetical order:

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Excluded Account" means (i) any deposit account, securities account or commodities account exclusively used for payroll, payroll taxes and other employee wage and benefit payments, (ii) any deposit accounts, trust accounts, escrow accounts or security deposits established pursuant to statutory obligations or for the payment of taxes or holding funds in trust for third parties in the ordinary course of business or in connection with acquisitions, investments or dispositions permitted under this Agreement, deposits in the ordinary course of business in connection with workers' unemployment insurance and other types of social security, reserve accounts, and escrow accounts established pursuant to contractual obligations to third parties for casualty payments and insurance proceeds, (iii) zero balance accounts and (iv) deposit accounts, securities accounts or commodities accounts in which the aggregate average monthly balance on deposit (or, in the case of any securities account, the total fair market value of all securities held in such account) does not exceed $20,000,000.

"*Thirteenth Amendment Effective Date*" *means October 31, 2018.*

1.3 Borrowing Base. Section 4.1 of the Credit Agreement shall be and it hereby is amended by replacing "*As of the Tenth Amendment Effective Date, the Borrowing Base and the Conforming Borrowing Base shall be $450,000,000*" in the third to last sentence therein with "*As of the Thirteenth Amendment Effective Date, the Borrowing Base and the Conforming Borrowing Base shall be $850,000,000*".

1.4 Notice of Senior Notes Issuance. Section 7.2(f) of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

(f) Issuance of Senior Notes. In the event the Parent or any Credit Party intends to issue Senior Notes (other than the initial Senior Notes issued or to be issued by the Parent or any Senior Notes in exchange therefor) or refinance any existing Senior Notes with the proceeds of any Permitted Refinancing, written notice of the intended offering promptly following the launch thereof and in any event prior to the closing of such intended offering of such Senior Notes or such Permitted Refinancing, the estimated amount thereof, and the anticipated date of closing, and upon the written request of the Administrative Agent, copies of the preliminary offering memorandum (if any) and the final offering memorandum (if any) relating to such Senior Notes or Permitted Refinancing, as the case may be.

1.5 Notices. Section 7.7 of the Credit Agreement shall be and it hereby is amended by (i) deleting "*and*" at the end of clause (d) thereof, (ii) deleting the period at the end of clause (e) thereof and inserting text reading "*; and*" in place thereof and (iii) inserting a new clause (f) thereof to read in its entirety as follows:

(f) any change in the information provided in any Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

1.6 Leverage Ratio. Section 7.9 of the Credit Agreement shall be and it hereby is amended by replacing "*4.25*" with "*4.00*".

1.7 Beneficial Ownership. Section 7.14(b) of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

(b) Provide Administrative Agent and Lenders with (i) any other information required by Section 326 of the USA Patriot Act or necessary for Administrative Agent and Lenders to verify the identity of the Parent or any Credit Party as required by Section 326 of the USA Patriot Act and (ii) information and documentation (including, without limitation, a Beneficial Ownership Certification) reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act and the Beneficial Ownership Regulation.

1.8 Deposit Accounts; Securities Accounts and Commodities Accounts. Article 7 of the Credit Agreement shall be and it hereby is amended by adding a new Section 7.18 to read in its entirety as follows:

7.18 Deposit Accounts; Securities Accounts and Commodities Accounts. Borrower shall and shall cause each of its Subsidiaries (other than Unrestricted Subsidiaries) to at all times maintain its deposit accounts, securities accounts and commodities accounts (in each case, other than Excluded Accounts) and its principal treasury management with the Administrative Agent or any Lender; provided that, if any Person at which Borrower or any such Subsidiary maintains any deposit account, securities account, commodities account or treasury management relationship ceases to be the Administrative Agent or a Lender, as applicable, the Borrower or such Subsidiary shall be required only, as soon as reasonably practicable thereafter, to use commercially reasonable efforts to move such deposit account, securities account, commodities account or treasury management relationship to the Administrative Agent or a Lender.

1.9 Dispositions. Clause (i) of Section 8.4(k) of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

(i) unless such Disposition is a farmout, unitization, or exchange (or an assignment in connection therewith), 90% of the consideration received in respect of such Disposition shall be cash,

1.10 Dispositions. Section 8.4 of the Credit Agreement shall be and it hereby is further amended by (i) deleting the word “and” at the end of clause (j) thereof, (ii) deleting the period at the end of clause (k) thereof and inserting text reading “; and” in place thereof and (iii) adding a new clause (l) thereto reading in its entirety as follows:

(l) other Dispositions of Borrowing Base Properties having a fair market value not to exceed $10 million in any fiscal year.

1.11 Circumstances Affecting LIBOR Rate Availability. Section 11.3 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

11.3 Circumstances Affecting LIBOR Rate Availability. If, on or prior to the first day of any Interest Period (an “Affected Interest Period”):

(a) the Administrative Agent determines (which determination shall be conclusive and binding on the Borrower absent manifest error) that, by reason of circumstances affecting the London interbank eurodollar market, the “LIBOR Rate” cannot be determined pursuant to the definition thereof, or

(b) the Majority Lenders advise the Administrative Agent that for any reason in connection with any request for a Eurodollar-based Advance or a

conversion thereto or a continuation thereof that (A) Dollar deposits are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such Eurodollar-based Advance, or (B) the LIBOR Rate for any requested Interest Period with respect to a proposed Eurodollar-based Advance does not adequately and fairly reflect the cost to such Lenders of funding such Advance, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or grant a continuation of Eurodollar-based Advances shall be suspended until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist. Upon receipt of such notice, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of a Eurodollar-based Advance or, failing that, will be deemed to have converted such request into a request for a Base Rate Advance in the amount specified therein.

Notwithstanding the foregoing, if the Administrative Agent (i) determines that the circumstances described in clause (a) of this Section 11.3 have arisen and such circumstances are unlikely to be temporary, (ii) determines that the circumstances described in clause (a) of this Section 11.3 have not arisen but the supervisor for the administrator of the LIBOR Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBOR Rate shall no longer be used for determining interest rates for loans, or (iii) is advised by the Majority Lenders of their determination in accordance with clause (b) of this Section 11.3, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBOR Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable, provided that to the extent that the Administrative Agent determines that adoption of any portion of such market convention is not administratively feasible or that no market convention for the administration of such alternate rate of interest exists, the Administrative Agent shall administer such alternate rate of interest in a manner determined by the Administrative Agent in consultation with the Borrower. Notwithstanding anything to the contrary, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Majority Lenders stating that such Majority Lenders object to such amendment. If a notice of an alternate rate of interest has been given and no such alternate rate of interest has been determined, and (x) the circumstances under clause (i) or (iii) above exist or (y) the specific date referred to in clause (ii) has occurred (as applicable), the Base Rate shall be calculated without regard to clause (c) of the definition thereof. Provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

1.12 Compliance Certificate. Schedule 2 to Exhibit F to the Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with Schedule 2 to this Amendment.

1.13 Pricing Grid. Schedule 1.1 of the Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with Schedule 1.1 to this Amendment.

SECTION 2. Redetermined Borrowing Base; Elected Commitments. This Amendment shall constitute notice of a redetermination of the Borrowing Base pursuant to Section 4.2 of the Credit Agreement, and the Administrative Agent, the Lenders and the Borrower hereby acknowledge that effective as of the date hereof (i) the Borrowing Base shall be $850,000,000 and (ii) the Revolving Credit Aggregate Commitment shall be $500,000,000, and such redetermined Borrowing Base shall remain in effect until the date the Borrowing Base is otherwise adjusted pursuant to the terms of the Credit Agreement. The redetermination of the Borrowing Base contained in this Section 2 shall constitute the Determination Date to occur on or about November 1, 2018.

SECTION 3. New Lenders, Departing Lender and Reallocation and Increase of Revolving Credit Commitment Amounts. The Lenders have agreed among themselves to reallocate their respective Revolving Credit Commitment Amounts, and to, among other things, (a) allow certain financial institutions identified by RBC Capital Markets ("RBC Capital"), in its capacity as a Joint Lead Arranger, in consultation with the Borrower, to become a party to the Credit Agreement as a Lender (each, a "New Lender") and (b) to permit one or more of the Lenders to increase their respective Revolving Credit Commitment Amounts (each, an "Increasing Lender"). In addition, Wells Fargo Bank, N.A. (the "Departing Lender") desires to assign all of its rights, interests, liabilities and obligations as a Lender under the Credit Agreement and the other Loan Documents to the other Lenders, including the New Lenders, and to no longer be a party to the Credit Agreement or any of the other Loan Documents. Each of the Administrative Agent and the Borrower hereby consent to (i) the reallocation of the Revolving Credit Commitment Amounts, (ii) each New Lender's agreement to provide a Revolving Credit Commitment Amount, (iii) the increase in each Increasing Lender's Revolving Credit Commitment Amount and (iv) the Departing Lender's assignment of its rights, interests, liabilities and obligations as a Lender under the Credit Agreement and the other Loan Documents to the other Lenders, including the New Lenders. On the date this Amendment becomes effective and after giving effect to such reallocation and assignment and increase of the Revolving Credit Aggregate Commitment, the Revolving Credit Commitment of the Departing Lender shall terminate and the Revolving Credit Commitment Amount of each Lender shall be as set forth on Schedule 1.2 of this Amendment. Each Lender hereby consents to the Revolving Credit Commitment Amount set forth on Schedule 1.2 of this Amendment. The reallocation of the Revolving Credit Commitment Amounts among the Lenders, including the assignment by the Departing Lender of all of its respective rights, interests, liabilities and obligations under the Credit Agreement and the other Loan Documents to the other Lenders, including the New Lenders, and the acquisition by each New Lender of an interest in the Revolving Credit Aggregate Commitment, shall be deemed to have been consummated pursuant to the terms of the Assignment and Assumption attached as Exhibit D to the Credit Agreement as if the Lenders, including each New Lender and the Departing Lender, had executed an Assignment and Assumption with respect to such reallocation and upon the effectiveness of this Amendment, (x) each Lender, including each New Lender, shall be deemed to have purchased and assumed all of the Departing Lender's respective rights, interests, liabilities and obligations under the Credit Agreement and the other Loan Documents and (y) all obligations and liabilities of the Departing Lender under the Credit Agreement and the other Loan Documents shall terminate; provided that in connection with such reallocation, the Departing Lender shall receive on the date this Amendment becomes effective payment of an amount equal to the outstanding principal of its Loans and participations in Letter of Credit Obligations, accrued interest thereon, accrued fees and all other amounts payable to it under the Credit Agreement and the other Loan Documents; provided further that, notwithstanding the foregoing, the covenants and agreements of Borrower set forth in Section 13.5, shall survive such reallocation and assignment in favor of Departing Lender for all claims, demands, penalties, fines, losses, liabilities, settlements, damages, costs or expenses of whatever kind or nature arising on or prior to the date hereof. The Administrative Agent hereby waives the $3,500 processing and recordation fee set forth in Section 13.7(b)(iv) of the Credit Agreement with respect to the assignments and reallocations contemplated by this Section 3. To the extent requested by any Lender, including the Departing Lender, and in accordance with Section 11.1 of the Credit Agreement, the Borrower shall pay to such Lender, within the time period prescribed by Section 11.1 of the Credit Agreement, any amounts required to be paid by the Borrower under Section 11.1 of the Credit Agreement in the event the payment of any principal of any Eurodollar-based Advance or the conversion of any Eurodollar-based Advance other than on the last day of an Interest Period applicable thereto is required in connection with the reallocation contemplated by this Section 3. Each New Lender agrees that it shall be deemed to be, and hereby becomes on the date of effectiveness of this Amendment, a party in all respects to the Credit Agreement and the other Loan Documents to which all the Lenders are party and each shall have the rights and obligations of a Lender under the Credit Agreement and the other Loan Documents.

SECTION 4. Conditions. The amendments to the Credit Agreement contained in Section 1 of this Amendment, the redetermination of the Borrowing Base contained in Section 2 of this Amendment, and the reallocation of the commitments contained in Section 3 of this Amendment, in each case, shall be effective upon the satisfaction of each of the conditions set forth in this Section 4.

4.1 Execution and Delivery. The Administrative Agent shall have received a duly executed counterpart of (a) this Amendment signed by the Borrower and the Lenders and (b) the Consent and Reaffirmation attached hereto signed by each Guarantor.

4.2 No Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

4.3 Fees. The Administrative Agent shall have received the fees separately agreed upon in a separate fee letter executed by the Administrative Agent and the Borrower in connection with this Amendment.

4.4 Notes. The Administrative Agent shall have received Notes duly executed by the Borrower for each Lender that requests a Note in accordance with Section 2.2(e) of the Credit Agreement.

4.5 Officer's Certificate. Administrative Agent shall have received from each Credit Party and the Parent, a certificate of its Secretary dated as of the Thirteenth Amendment Effective Date as to (a) corporate resolutions (or the equivalent) of the Parent and each Credit Party authorizing the transactions contemplated by this Amendment and the other Loan Documents, in each case to which the Parent or such Credit Party is party, and authorizing the execution and delivery of this Amendment and the other Loan Documents, and in the case of Borrower, authorizing the execution and delivery of any Request for Revolving Credit Advances and the issuance of Letters of Credit hereunder, (b) the incumbency and signature of the officers or other authorized persons of the Parent and such Credit Party executing any Loan Document and in the case of Borrower, the officers who are authorized to execute any Request for Revolving Credit Advance, or requests for the issuance of Letters of Credit, (c) a certificate of good standing or continued existence (or the equivalent thereof) from the state of its incorporation or formation, and from every state or other jurisdiction where the Parent and such Credit Party are qualified to do business, and (d) copies of the Parent's and such Credit Party's Organizational Documents as in effect on the Thirteenth Amendment Effective Date.

4.6 Opinions of Counsel. The Parent and the Credit Parties shall furnish Administrative Agent opinions of counsel to the Parent and the Credit Parties (including local counsel opinions), to the extent reasonably deemed necessary by Administrative Agent, in each case dated the Thirteenth Amendment Effective Date and covering such matters as reasonably required by and otherwise reasonably satisfactory in form and substance to Administrative Agent.

4.7 Mortgage Amendments. The Borrower shall have executed and delivered amendments to each of the existing Mortgages as reasonably requested by Administrative Agent to evidence, among other things, the increased Maximum Facility Amount and Revolving Credit Maturity Date.

4.8 Other Documents. The Administrative Agent shall have received such other instruments and documents incidental and appropriate to the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 5. Representations and Warranties. To induce the Lenders to enter into this Amendment, the Borrower hereby represents and warrants to the Lenders as follows:

5.1 Reaffirmation of Representations and Warranties. After giving effect to the amendments herein, each representation and warranty of the Borrower, the Parent and each other Credit Party contained in the Credit Agreement and in each of the other Loan Documents to which it is a party is true and correct in all material respects as of the date hereof (without duplication of any materiality qualifier contained therein), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such specified earlier date.

5.2 Corporate Authority; No Conflicts. The execution, delivery and performance by the Borrower of this Amendment and all documents, instruments and agreements contemplated herein are within the Borrower's corporate powers, have been duly authorized by necessary corporate action by the Borrower, require no action by or in respect of, or filing with, any court or agency of government (except for the recording and filing of Collateral Documents and financing statements) and (a) do not violate in any material respect any Requirement of Law, (b) are not in contravention of the terms of any material Contractual Obligation, indenture, agreement or undertaking to which the Borrower is a party or by which it or its properties are bound where such violation could reasonably be expected to have a Material Adverse Effect, and (c) do not result in the creation or imposition of any Lien upon any of the assets of the Borrower except for Liens permitted by Section 8.2 of the Credit Agreement and otherwise as permitted in the Credit Agreement.

5.3 Enforceability. This Amendment constitutes the valid and binding obligation of the Borrower enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency or similar laws affecting creditor's rights generally, and (ii) equitable principles of general application.

5.4 No Default. After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 6. Miscellaneous.

6.1 Reaffirmation of Loan Documents and Liens. Any and all of the terms and provisions of the Credit Agreement and the Loan Documents shall, except as amended and modified hereby, remain in full force and effect and are hereby in all respects ratified and confirmed by the Borrower. The Borrower hereby agrees that the amendments and modifications herein contained shall in no manner affect or impair the liabilities, duties and obligations of the Borrower, the Parent or any other Credit Party under the Credit Agreement and the other Loan Documents or the Liens securing the payment and performance thereof, except as amended and modified hereby.

6.2 Parties in Interest. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6.3 Further Assurances. The Borrower covenants and agrees from time to time, as and when reasonably requested by the Administrative Agent or the Lenders, to execute and deliver or cause to be executed or delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as the Administrative Agent or the Lenders may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Amendment.

6.4 Legal Expenses. The Borrower hereby agrees to pay all reasonable and documented out-of-pocket fees and expenses of special counsel to the Administrative Agent incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment and all related documents.

6.5 Counterparts. This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

6.6 Complete Agreement. THIS AMENDMENT, THE CREDIT AGREEMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.7 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

6.8 Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

6.9 Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

6.10 Reference to and Effect on the Loan Documents.

(a) This Amendment shall be deemed to constitute a Loan Document for all purposes and in all respects. Each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the Credit Agreement or in any other Loan Document, or other agreements, documents or other instruments executed and delivered pursuant to the Credit Agreement to the “Credit Agreement”, shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor, except as expressly provided herein, constitute a waiver of any provision of any of the Loan Documents.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized officers to be effective as of the date first above written.

BORROWER:

MRC ENERGY COMPANY,
as Borrower

By: /s/ David E. Lancaster
Name: David E. Lancaster
Title: Executive Vice President

ROYAL BANK OF CANADA,
as Administrative Agent

By: /s/ Rodica Dutka
Name: Rodica Dutka
Title: Manager, Agency

ROYAL BANK OF CANADA,
as a Lender and as an Issuing Lender

By: /s/ Don J. McKinnerney
Name: Don J. McKinnerney
Title: Authorized Signatory

BANK OF AMERICA, N.A.,
as a Lender

By:	/s/ Raza Jafferi
Name:	Raza Jafferi
Title:	Director

SIGNATURE PAGE

COMERICA BANK,
as a Lender and as an Issuing Lender

By: /s/ Jeffrey M. LaBauve
Name: Jeffrey M. LaBauve
Title: Vice President

SUNTRUST BANK,
as a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

SIGNATURE PAGE

THE BANK OF NOVA SCOTIA, HOUSTON BRANCH
as a Lender

By:	/s/ Ryan Knape
Name:	RYAN KNAPE
Title:	DIRECTOR

BMO HARRIS FINANCING, INC.,
as a Lender

By: /s/ James V. Ducote
Name: James V. Ducote
Title: Managing Director

IBERIABANK,
as a Lender

By: /s/ Moni Collins
Name: Moni Collins
Title: Senior Vice President

SIGNATURE PAGE

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

By: /s/ Megan Larson
Name: Megan Larson
Title: Authorized Signatory

SIGNATURE PAGE

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Cameron Hinojosa
Name: Cameron Hinojosa
Title: Vice President

WELLS FARGO BANK, N.A.,
as the Departing Lender

By:	/s/ Matthew W. Coleman
Name:	Matthew W. Coleman
Title:	Director

CONSENT AND REAFFIRMATION

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Thirteenth Amendment to Third Amended and Restated Credit Agreement (the "Thirteenth Amendment"); (ii) consents to the Borrower's execution and delivery thereof; (iii) consents to the terms of the Thirteenth Amendment; (iv) affirms that nothing contained therein shall modify in any respect whatsoever its guaranty of the Indebtedness pursuant to the terms of the Guaranty or the Liens granted by it pursuant to the terms of the other Loan Documents to which it is a party securing payment and performance of the Indebtedness, (v) reaffirms that the Guaranty and the other Loan Documents to which it is a party and such Liens are and shall continue to remain in full force and effect and are hereby ratified and confirmed in all respects and (vi) represents and warrants to the Administrative Agent and the Lenders that, as of the date hereof, (x) all of the representations and warranties made by it in each of the Loan Documents to which it is a party are true and correct in all material respects (without duplication of any materiality qualifier contained therein), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such specified earlier date, and (y) after giving effect to the Thirteenth Amendment, no Default or Event of Default has occurred and is continuing. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that neither the Administrative Agent nor any of the Lenders have any obligation to inform any Guarantor of such matters in the future or to seek any Guarantor's acknowledgment or agreement to future amendments or waivers for the Guaranty and other Loan Documents to which it is a party to remain in full force and effect, and nothing herein shall create such duty or obligation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Consent and Reaffirmation on and as of the date of the Thirteenth Amendment.

GUARANTORS:

MATADOR RESOURCES COMPANY
MRC ENERGY SOUTHEAST COMPANY, LLC
MRC ENERGY SOUTH TEXAS COMPANY, LLC
MRC PERMIAN COMPANY
MRC ROCKIES COMPANY
MATADOR PRODUCTION COMPANY
LONGWOOD GATHERING AND DISPOSAL SYSTEMS GP, INC.
DELAWARE WATER MANAGEMENT COMPANY, LLC
LONGWOOD MIDSTREAM DELAWARE, LLC
LONGWOOD MIDSTREAM HOLDINGS, LLC
LONGWOOD MIDSTREAM SOUTHEAST, LLC
LONGWOOD MIDSTREAM SOUTH TEXAS, LLC
SOUTHEAST WATER MANAGEMENT COMPANY, LLC
MRC DELAWARE RESOURCES, LLC
MRC PERMIAN LKE COMPANY, LLC

By: ______________________________
Name: David E. Lancaster
Title: Executive Vice President

LONGWOOD GATHERING AND DISPOSAL SYSTEMS, LP

By: Longwood Gathering and Disposal Systems GP, Inc., its General Partner

By: ______________________________
Name: David E. Lancaster
Title: Executive Vice President

Schedule 1.1

Applicable Margin Grid
Revolving Credit Facility
(basis points per annum)

Basis for Pricing	**Level I**	**Level II**	**Level III**	**Level IV**	**Level V**
Borrowing Base Utilization*	**< 25%**	**≥ 25% but < 50%**	**≥ 50% but < 75%**	**≥ 75% but < 90%**	**≥ 90% but ≤ 100%**
Revolving Credit Eurodollar Margin	125	150	175	200	225
Revolving Credit Base Rate Margin	25	50	75	100	125
Commitment Fees	37.5	37.5	50	50	50
Letter of Credit Fees (exclusive of fronting fees)	125	150	175	200	225

* Definitions as set forth in the Credit Agreement.

Schedule 1.2

Percentages and Allocations[1]

Revolving Credit

LENDERS	REVOLVING CREDIT ALLOCATIONS	REVOLVING CREDIT PERCENTAGE
Royal Bank of Canada	$70,000,000.00	14.000000000%
The Bank of Nova Scotia, Houston Branch	$66,666,666.67	13.333333333%
Bank of America, N.A.	$66,666,666.67	13.333333333%
BMO Harris Financing, Inc.	$66,666,666.67	13.333333333%
Suntrust Bank	$60,000,000.00	12.000000000%
Comerica Bank	$60,000,000.00	12.000000000%
Canadian Imperial Bank of Commerce, New York Branch	$60,000,000.00	12.000000000%
IBERIABANK	$25,000,000.00	5.000000000%
The Huntington National Bank	$25,000,000.00	5.000000000%
TOTALS	**$500,000,000.00**	**100.000000000%**

[1] As of the Thirteenth Amendment Effective Date

SCHEDULE 2
TO THE COMPLIANCE CERTIFICATE

For the Quarter/Year ended __________________ (“Statement Date”)

($ IN 000’S)

Total Debt to Consolidated EBITDA Ratio **(Section 7.9)**			
A.	The amount equal to (i) total Debt of Parent and its Subsidiaries (other than Unrestricted Subsidiaries) determined on a consolidated basis in accordance with GAAP minus (ii) unrestricted cash and cash equivalents of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) as of the last day of such Test Period; provided that the aggregate amount of cash and cash equivalents shall not exceed $50,000,000 for purposes of this clause (ii):		
	1.	All obligations of such Person for borrowed money or evidenced by bonds, debentures, notes or other similar instruments (including principal, but excluding interest, fees and charges):	$
	2.	All obligations of such Person (whether contingent or otherwise) in respect of bankers’ acceptances, letters of credit, surety or other bonds and similar instruments:	$
	3.	All obligations of such Person to pay the deferred purchase price of property or services (other than for borrowed money and other than accounts payable (for the deferred purchase price of property or services) from time to time incurred in the ordinary course of business which, if greater than ninety (90) days past the invoice or billing date, are being contested in good faith by appropriate proceedings and for which reserves adequate under GAAP shall have been established therefor):	$
	4.	All obligations under leases which shall have been, or should have been, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable (whether contingent or otherwise including principal but excluding interest, fees and charges):	$
	5.	All obligations under operating leases which require such Person or its Affiliate to make payments over the term of such lease, including payments at termination, based on the purchase price or appraisal value of the Property subject to such lease plus a marginal interest rate, and used primarily as a financing vehicle for, or to monetize, such Property:	$
	6.	All Debt (as described in the other clauses of this certificate) of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, but valued at the lesser of (x) the amount of such Debt and (y) the fair market value of the property securing such Debt:	$
	7.	All Debt (as described in the other clauses of this certificate) and other obligations of others guaranteed by such Person or in which such Person otherwise assures a creditor against loss of the debtor or obligations of others:	$
	8.	All obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others or to purchase the Debt of others:	$

	9.	Obligations to deliver or sell Hydrocarbons in consideration of advance payments, as disclosed by Section 7.15(c) of the Credit Agreement:	$
	10.	Any Disqualified Equity Interests:	$
	11.	The undischarged balance of any production payment created by such Person or for the creation of which such Person directly or indirectly received payment:	$
	12.	Total of Lines A.2 + A.3 + A.4 + A.5 + A.6 + A.7 + A.8 + A.9 + A.10 + A.11, minus $1,000,000, but not less than zero:	$
	13.	Total Debt of Parent and its Subsidiaries (other than Unrestricted Subsidiaries) (Lines A.1 + A.12):	$
	14.	Unrestricted cash and cash equivalents of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) as of the last day of such Test Period[1]:	$
	15.	The net amount of Total Debt of Parent and its Subsidiaries (other than Unrestricted Subsidiaries) (Lines A.13 - A.14):	$
B.	Consolidated EBITDA of the Parent and its Subsidiaries (other than Unrestricted Subsidiaries) for such Test Period		
	1.	Consolidated Net Income (the consolidated net income (or loss) of Parent and its Subsidiaries, determined on a consolidated basis in accordance with GAAP[2]):	$
	2.	Interest, taxes, depreciation, depletion, amortization, and accretion of asset retirement obligations (to the extent such expenses or charges have been deducted from Consolidated Net Income for the applicable period):	$
	3.	Any non-cash revenue or expense associated with hedging contracts resulting from ASC 815 and any non-cash income, gain, loss or expense arising from the issuance of stock options or restricted stock, to the extent such items are included in Consolidated Net Income:	$
	4.	Any other non-cash charges (excluding accruals for cash expenses made in the ordinary course of business) or non-cash gains:	$
	5.	Consolidated EBITDA (Line B.1 + Line B.2 and + or - Line B.3 (as appropriate) and + or - Line B.4 (as appropriate)):	$
	Total Debt to Consolidated EBITDA Ratio (Line A.15 / Line B.5)		
	Required ratio for compliance:		Less than or equal to 4.00 to 1.00
	Compliance:		Yes/No

[1] Provided that the aggregate amount of cash and cash equivalents shall not exceed $50,000,000

[2] Provided that there shall be excluded from such net income (to the extent otherwise included therein) the following: (a) the net income of (i) any Unrestricted Subsidiary and (ii) any Person in which Parent or any of its Subsidiaries has an interest which interest does not cause the net income of such other Person to be consolidated with the net income of Parent and its Subsidiaries in accordance with GAAP, in each case, except to the extent of the amount of dividends or distributions actually paid in such period by such Unrestricted Subsidiary or such other Person to Parent or to any of its Subsidiaries (other than an Unrestricted Subsidiary), as the case may be; (b) any extraordinary gains or losses, including gains or losses attributable to property sales not in the ordinary course of business; and (c) the cumulative effect of a change in accounting principles and any gains or losses attributable to writeups or write downs of assets or any full cost ceiling impairment.

Exhibit 99.1

MATADOR RESOURCES COMPANY REPORTS THIRD QUARTER 2018 RESULTS, PROVIDES OPERATIONAL UPDATE AND INCREASES 2018 GUIDANCE ESTIMATES

DALLAS, Texas, October 31, 2018 -- Matador Resources Company (NYSE: MTDR) ("Matador" or the "Company") today reported financial and operating results for the third quarter of 2018. A short slide presentation summarizing the highlights of Matador's third quarter 2018 earnings release is also included on the Company's website at www.matadorresources.com on the Events and Presentations page under the Investor Relations tab.

Third Quarter 2018 Financial and Operational Highlights

- Third quarter 2018 average daily oil equivalent production increased 3% sequentially to a record quarterly high for the Company of 54,600 barrels of oil equivalent ("BOE") per day (59% oil) as compared to the second quarter of 2018. Average daily oil production increased 9% sequentially to 32,300 barrels per day and average daily natural gas production decreased 4% sequentially to 133.8 million cubic feet per day, each as compared to the second quarter of 2018.

- Third quarter 2018 Delaware Basin average daily oil equivalent production increased 3% sequentially to a record quarterly high for the Company of 47,800 BOE per day (63% oil) as compared to the second quarter of 2018. Delaware Basin average daily oil production increased 9% sequentially to 29,900 barrels per day and Delaware Basin average daily natural gas production decreased 6% sequentially to 107.4 million cubic feet per day, each as compared to the second quarter of 2018.

- Third quarter 2018 net income (GAAP basis) was $17.8 million, or $0.15 per diluted common share, a decrease of $42.0 million, or 70%, from the second quarter of 2018, and a year-over-year increase of 18% from $15.0 million in the third quarter of 2017. On a GAAP basis, third quarter 2018 net income was negatively impacted by charges of $52.6 million associated with a non-cash unrealized loss on derivatives of $21.3 million and a prepayment premium of $31.2 million resulting from the redemption and refinancing of the Company's senior unsecured notes during the third quarter.

- Third quarter 2018 adjusted net income (a non-GAAP financial measure) was $55.7 million, or $0.48 per diluted common share, a sequential increase of 21% from $46.1 million in the second quarter of 2018, and a year-over-year increase of 213% from $17.8 million in the third quarter of 2017.

- Third quarter 2018 adjusted earnings before interest expense, income taxes, depletion, depreciation and amortization and certain other items ("Adjusted EBITDA," a non-GAAP financial measure) were $155.4 million, a sequential increase of 13% from $137.3 million in the second quarter of 2018, and a year-over-year increase of 83% from $84.8 million in the third quarter of 2017.

- In September 2018, Matador successfully acquired approximately 8,400 gross/net leasehold acres for approximately $387 million, or a weighted average cost of approximately $46,000 per net acre, in Lea and Eddy Counties, New Mexico in the Bureau of Land Management New Mexico Oil and Gas Lease Sale (the "BLM Acquisition" or the "BLM Lease Sale"). The Company believes that portions of the BLM Acquisition include some of the most prospective acreage in the Delaware Basin, with the potential to develop as many as seven to nine different formations in certain tracts (please see Matador's September 12, 2018 press release for additional information).

- In August 2018, Matador closed a private offering of $750 million of 5.875% senior unsecured notes due 2026. A portion of the net proceeds were used to purchase and redeem the entire $575 million aggregate principal amount of its 6.875% senior unsecured notes due 2023. In early October 2018, Matador closed a private offering of an additional $300 million of its 5.875% senior unsecured notes due 2026. The net proceeds were used to repay a portion of the borrowings under Matador's revolving credit facility that were incurred to finance the BLM Acquisition.

- In mid-October 2018, a subsidiary of San Mateo Midstream, LLC ("San Mateo"), the Company's midstream joint venture, entered into a long-term agreement with a producer in Eddy County, New Mexico for the gathering and processing of such producer's natural gas. As a result of this agreement, along with others entered into by San Mateo with Matador and other customers, San Mateo has entered into contracts to provide firm gathering and processing for over 200 million cubic feet of natural gas per day, or over 80% of the designed inlet capacity of 260 million cubic feet of natural gas per day at its Black River cryogenic natural gas processing plant (the "Black River Processing Plant") in the Rustler Breaks asset area in Eddy County, New Mexico (please see Matador's October 16, 2018 press release for additional information).

- In late October 2018, Matador and its lenders amended the Company's revolving credit agreement to, among other items, (i) increase the maximum facility size from $500 million to $1.5 billion, (ii) increase the borrowing base from $725 million to $850 million, (iii) increase the elected borrowing commitment from $400 million to $500 million, (iv) extend the maturity of the credit agreement from October 2020 to October 2023 and (v) reduce borrowing rates by 0.25% per annum.

- The Strong 14-24S-33E AR #214H (Strong #214H) well (turned to sales early in October 2018), Matador's second Wolfcamp A-Lower test in its Antelope Ridge asset area, flowed 3,670 BOE/d (77% oil), or 760 BOE per day per thousand feet of completed lateral, during a 24-hour initial potential ("IP") test. The Strong #214H well was Matador's best 24-hour IP test in the Delaware Basin to date and was a successful follow-up to Matador's initial Wolfcamp A-Lower well in the Antelope Ridge asset area, the Leo Thorsness 13-24S-33E AR #211H (Leo Thorsness #211H) well, which flowed 2,906 BOE/d (72% oil) during a 24-hour IP test. The Leo Thorsness #211H well has produced approximately 250,000 BOE (73% oil) in its first seven months of production.

- The Irvin Wall State Com #131H well, Matador's initial Third Bone Spring test in its Antelope Ridge asset area, flowed 2,343 BOE/d (81% oil), or 511 BOE per day per thousand feet of completed lateral, during a 24-hour IP test. This initial test of the Third Bone Spring marks the fourth successful completion target for Matador in the Antelope Ridge asset area, including the First Bone Spring, the Wolfcamp A-XY and the Wolfcamp A-Lower.

- The David Edelstein State Com #203H (Edelstein #203H) well, Matador's first operated two-mile horizontal well in the Delaware Basin, a Wolfcamp A-XY completion in its Rustler Breaks asset area, flowed 2,378 BOE per day (77% oil), or 247 BOE per day per thousand feet of completed lateral, during a 24-hour IP test. The Edelstein #203H well produced approximately 140,000 BOE (76% oil) in its first three months of production (approximately 1,550 BOE per day). The well continues to clean up and has exhibited a shallower production decline than observed in most of Matador's one-mile lateral completions in the Rustler Breaks asset area.

Note: All references to net income, adjusted net income and Adjusted EBITDA reported throughout this earnings release are those values attributable to Matador Resources Company shareholders after giving effect to any net income, net loss or Adjusted EBITDA, respectively, attributable to third-party non-controlling interests, including in San Mateo. For a definition of adjusted net income, adjusted earnings per diluted common share and Adjusted EBITDA and reconciliations of such non-GAAP financial metrics to their comparable GAAP metrics, please see "Supplemental Non-GAAP Financial Measures" below.

Full-Year 2018 Guidance Updated

As a result of the Company's production and financial performance exceeding its expectations for the third quarter of 2018, effective October 31, 2018, Matador again increased its full-year 2018 guidance estimates as provided in the table below. Matador's updated production guidance represents an increase of 12% at the midpoint of the range for both oil and natural gas production above its original 2018 guidance as provided on February 21, 2018. The Company's updated Adjusted EBITDA guidance reflects an increase of 24% from its original 2018 guidance. Matador increased its estimated capital expenditures for drilling, completing and equipping ("D/C/E") wells for 2018 on October 1, 2018 by $25 to $30 million, or 4%, with its announcement of a seventh operated drilling rig being deployed in South Texas to drill up to 10 wells, primarily in the Eagle Ford shale. At October 31, 2018, Matador made no further adjustments to its estimated D/C/E capital expenditures or to its estimated midstream capital expenditures for the remainder of 2018.

Guidance Metric	Actual 2017 Results	2018 Guidance[(1)] August 1, 2018	2018 Guidance[(2)] October 31, 2018	% YoY Change[(3)]
Total Oil Production	7.9 million Bbl	10.6 to 10.9 million Bbl	11.0 to 11.1 million Bbl	+ 41%
Total Natural Gas Production	38.2 Bcf	46.0 to 47.0 Bcf	47.0 to 47.4 Bcf	+ 24%
Total Oil Equivalent Production	14.2 million BOE	18.3 to 18.7 million BOE	18.8 to 19.0 million BOE	+ 33%
Adjusted EBITDA[(4)]	$336 million	$495 to $515 million	$535 to $555 million	+ 62%
D/C/E CapEx[(5)]	$493 million	$620 to $650 million	$645 to $680 million	+ 34%
Midstream CapEx[(6)]	$60 million	$70 to $90 million	$70 to $90 million	+ 33%

(1) As of August 1, 2018.
(2) As of October 31, 2018.
(3) Represents percentage change from 2017 actual results to the midpoint of updated 2018 guidance as of October 31, 2018.
(4) Adjusted EBITDA is a non-GAAP financial measure. In the October 31, 2018 updated guidance, Adjusted EBITDA was estimated using actual results for the first, second and third quarters of 2018 and strip prices for oil and natural gas as of late October 2018. The average unhedged realized oil price used to estimate Adjusted EBITDA for the period October through December 2018 was approximately $58.00 per barrel, which represents an average West Texas Intermediate (WTI) oil price of approximately $69.00 per barrel less an estimated weighted average price differential, including trucking costs, of approximately $11.00 per barrel. The average unhedged natural gas price used to estimate Adjusted EBITDA for the period October through December 2018 was $3.38 per Mcf, which represents an average Henry Hub natural gas price of $3.21 per Mcf, plus an estimated uplift of approximately $0.17 per Mcf attributable to natural gas liquids (NGL) revenues, which are included in the Company's average unhedged realized natural gas price.
(5) Capital expenditures associated with drilling, completing and equipping wells.
(6) Primarily reflects Matador's 51% share of capital expenditures for San Mateo.

<u>Drilling Activity Guidance</u>

The full-year 2018 updated guidance estimates presented in the table above assume that Matador will continue to operate six drilling rigs in the Delaware Basin and one drilling rig in South Texas in the fourth quarter of 2018.

Matador remains on its estimated schedule for wells to be completed and turned to sales in 2018 as updated in its second quarter earnings release on August 1, 2018, including the addition of three gross (3.0 net) operated Eagle Ford shale wells expected to be completed and turned to sales late in the fourth quarter (which will have essentially no impact on Matador's fourth quarter and full-year 2018 production). At October 31, 2018, Matador now expects to complete and turn to sales 154 gross (77.3 net) operated and non-operated wells during 2018, including 82 gross (66.9 net) operated wells in the Delaware Basin, three gross (3.0 net) operated Eagle Ford shale wells in South Texas and 69 gross (7.4 net) non-operated wells, all but a few of which are in the Delaware Basin.

<u>Production Guidance</u>

At October 31, 2018, Matador estimates that its full-year 2018 total oil equivalent production should increase by approximately 33% year-over-year to 18.9 million BOE, including an approximate 41% year-over-year increase in oil production to 11.05 million barrels (both percentages based on the midpoint of the Company's updated guidance) due to better-than-expected performance in the third quarter of 2018. Matador estimates that its oil and natural gas production in the fourth quarter of 2018 will be relatively flat as compared to the third quarter of 2018. The Company expects to have a number of wells shut in during the fourth quarter as nearby offset wells are completed.

Matador also estimates that its Adjusted EBITDA should increase approximately 62% year-over-year to $545 million at the midpoint of the Company's updated guidance, which is an increase of $40 million from the midpoint of Matador's guidance as provided on August 1, 2018 and an increase of $105 million from the midpoint of Matador's original 2018 guidance as provided on February 21, 2018.

Given its strong financial position, including $472 million of available borrowing capacity at October 31, 2018 under its recently amended credit facility and its anticipated cash flows, Matador believes that it has sufficient liquidity to execute its drilling and completion and midstream activities for the remainder of 2018 and for all of 2019.

Management Comments

Joseph Wm. Foran, Matador's Chairman and CEO, commented, "We are pleased to report another outstanding and record quarter for Matador, as third quarter 2018 results exceeded our initial projections. Notably, our teams delivered strong well results across each of our asset areas in the Delaware Basin during the third quarter, and we continued to increase our existing high quality leasehold and mineral position in the Delaware Basin, particularly through our successful acquisition of approximately 8,400 gross and net leasehold acres in the September 2018 BLM Lease Sale in what we believe to be some of the most prospective areas of the Delaware Basin. As a result of these better-than-expected operating and financial results, we have again increased our production and Adjusted EBITDA guidance for full-year 2018 effective October 31, 2018, as noted in this press release.

"Significantly, in early October 2018, San Mateo entered into another long-term agreement with a large third-party producer in Eddy County, New Mexico for the gathering and processing of natural gas, and San Mateo has already begun gathering and processing natural gas under this new contract. This agreement, the water disposal agreement announced with another significant Eddy County producer late in the second quarter and the oil gathering and transportation agreement signed with Plains earlier in the year are all significant commercial accomplishments for the San Mateo team in 2018 and put the midstream business on solid footing for future growth in the years to come.

"It appears we will finish 2018 on a strong note and we look forward to the opportunities that lie ahead for Matador in 2019 and beyond. We believe our best days are still to come and that our recent operational, midstream and financial accomplishments have placed Matador in an excellent position for continued strong performance in the months and years ahead."

Sequential and year-over-year quarterly comparisons of selected financial and operating items are shown in the following table:

	Three Months Ended		
	September 30, 2018	June 30, 2018	September 30, 2017
Net Production Volumes:[1]			
Oil (MBbl)[2]	2,973	2,706	2,166
Natural gas (Bcf)[3]	12.3	12.7	10.2
Total oil equivalent (MBOE)[4]	5,025	4,817	3,860
Average Daily Production Volumes:[1]			
Oil (Bbl/d)	32,317	29,740	23,538
Natural gas (MMcf/d)[5]	133.8	139.2	110.5
Total oil equivalent (BOE/d)[6]	54,625	52,937	41,954
Average Sales Prices:			
Oil, without realized derivatives (per Bbl)	$ 57.15	$ 61.44	$ 46.25
Oil, with realized derivatives (per Bbl)	$ 58.97	$ 60.52	$ 46.47
Natural gas, without realized derivatives (per Mcf)	$ 3.77	$ 3.38	$ 3.42
Natural gas, with realized derivatives (per Mcf)	$ 3.77	$ 3.38	$ 3.42
Revenues (millions):			
Oil and natural gas revenues	$ 216.3	$ 209.0	$ 134.9
Third-party midstream services revenues	$ 6.8	$ 3.4	$ 3.2
Realized gain (loss) on derivatives	$ 5.4	$ (2.5)	$ 0.5
Operating Expenses (per BOE):			
Production taxes, transportation and processing	$ 4.02	$ 4.17	$ 4.06
Lease operating	$ 4.48	$ 5.19	$ 4.32
Plant and other midstream services operating	$ 1.45	$ 1.18	$ 0.80
Depletion, depreciation and amortization	$ 14.02	$ 13.87	$ 12.38
General and administrative[7]	$ 3.67	$ 4.02	$ 4.19
Total[8]	$ 27.64	$ 28.43	$ 25.75
Net income (millions)[9]	$ 17.8	$ 59.8	$ 15.0
Earnings per common share (diluted)[9]	$ 0.15	$ 0.53	$ 0.15
Adjusted net income (millions)[9][10]	$ 55.7	$ 46.1	$ 17.8
Adjusted earnings per common share (diluted)[9][11]	$ 0.48	$ 0.41	$ 0.18
Adjusted EBITDA (millions)[9][12]	$ 155.4	$ 137.3	$ 84.8

(1) Production volumes reported in two streams: oil and natural gas, including both dry and liquids-rich natural gas.

(2) One thousand barrels of oil.

(3) One billion cubic feet of natural gas.

(4) One thousand barrels of oil equivalent, estimated using a conversion ratio of one barrel of oil per six thousand cubic feet of natural gas.

(5) Millions of cubic feet of natural gas per day.

(6) Barrels of oil equivalent per day, estimated using a conversion ratio of one barrel of oil per six thousand cubic feet of natural gas.

(7) Includes approximately $0.96, $0.99 and $0.34 per BOE of non-cash, stock-based compensation expense in the third quarter of 2018, the second quarter of 2018 and the third quarter of 2017, respectively.

(8) Total does not include the impact of full-cost ceiling impairment charges or immaterial accretion expenses.

(9) Attributable to Matador Resources Company shareholders.

(10) Adjusted net income is a non-GAAP financial measure. For a definition of adjusted net income and a reconciliation of adjusted net income (non-GAAP) to net income (GAAP), please see "Supplemental Non-GAAP Financial Measures."

(11) Adjusted earnings per diluted common share is a non-GAAP financial measure. For a definition of adjusted earnings per diluted common share and a reconciliation of adjusted earnings per diluted common share (non-GAAP) to earnings per diluted common share (GAAP), please see "Supplemental Non-GAAP Financial Measures."

(12) Adjusted EBITDA is a non-GAAP financial measure. For a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA (non-GAAP) to net income (GAAP) and net cash provided by operating activities (GAAP), please see "Supplemental Non-GAAP Financial Measures."

Significant Well Results

The following table highlights the 24-hour IP test results from certain of Matador's operated wells recently completed and turned to sales in the Delaware Basin. Matador continues to be pleased with its well results across all of its acreage position in the Delaware Basin and particularly with a number of better-than-expected well results during the third quarter of 2018.

Asset Area/Well Name	Completion Interval	24-hr IP *(BOE/d)*	BOE/d / 1,000 ft.(1)	Oil *(%)*	Comments
Antelope Ridge, Lea County, NM					
Strong 14-24S-33E AR #214H	Wolfcamp A-Lower	3,670	760	77%	Second excellent Wolfcamp A-Lower result in the Antelope Ridge asset area. Matador's best 24-hr IP in the Delaware Basin.
Leslie Federal 17-25S-35E AR #214H	Wolfcamp A-Lower	2,322	535	85%	Third strong Wolfcamp A-Lower result.
Irvin Wall State Com #131H	Third Bone Spring	2,343	511	81%	Very encouraging initial Third Bone Spring result in the Antelope Ridge asset area.
Rustler Breaks, Eddy County, NM					
David Edelstein State Com #203H	Wolfcamp A-XY	2,378	247	77%	Matador's first operated 2-mile lateral well in the Rustler Breaks asset area; 90-day average production of 1,550 BOE/d.
Brantley State Com 13-24S-27E RB #205H	Wolfcamp A-XY	1,917	418	81%	Another strong Wolfcamp A-XY result in the Rustler Breaks asset area.
Wolf, Loving County, TX					
Clare Glassell 71-TTT-B01 #204H	Wolfcamp A-XY	1,801	387	54%	Another excellent Wolfcamp A-XY well completed in the southern portion of the Wolf asset area.

(1) 24-hr IP per 1,000 feet of completed lateral length.

Twin Lakes Asset Area, Lea County, New Mexico

Matador completed its Northeast Kemnitz #233H well, a Wolfcamp D test in the Twin Lakes asset area, in October 2018, and the well is still in the early stages of cleanup following completion. The Company plans to provide further details on the early performance of this well at a later date.

As previously reported, Matador also participated with Continental Resources, Inc. in its Reed 24 25 B State #1H (Reed State #1H) well located approximately four miles northwest of Matador's D. Culbertson 26-15S-36E TL State #234H well. The Reed State #1H well, a two-mile lateral testing a shallower carbonate target in the Wolfcamp B interval, was also completed recently and is flowing back following completion. The Company also expects to provide further details on the early performance of this well at a later date. Matador owns an approximate 13% working interest in this well.

Midstream and Marketing Highlights

- As noted earlier in this release, in October 2018, a subsidiary of San Mateo entered into a long-term agreement with a producer in Eddy County, New Mexico for the gathering and processing of such producer’s natural gas.

- During the third quarter of 2018, San Mateo completed its fourth and fifth commercial salt water disposal wells in the Rustler Breaks asset area in Eddy County, New Mexico, resulting in a total of eight commercial salt water disposal wells (five in the Rustler Breaks asset area and three in the Wolf asset area) and approximately 225,000 barrels per day of total designed salt water disposal capacity. San Mateo expects to dispose of over 200,000 barrels per day of salt water as early as the first quarter of 2019, which includes expected volumes from Matador and San Mateo’s other contracted producers in Eddy County, New Mexico and Loving County, Texas.

- During the third quarter of 2018, San Mateo completed its oil gathering system in the Rustler Breaks asset area in Eddy County, New Mexico. The Eddy County oil gathering system and an associated San Mateo oil gathering facility are expected to be connected to an extension of an existing pipeline belonging to a subsidiary of Plains All American Pipeline, L.P. (NYSE: PAA) (“Plains”) being built northward from the Texas state line to Matador’s Rustler Breaks asset area. San Mateo anticipates that the Plains connection to its Eddy County gathering system will be completed in December 2018.

Delaware Basin Acreage Acquisitions

In addition to the BLM Acquisition, Matador also continued its “brick by brick” strategy for adding to its acreage position in the third quarter of 2018, acquiring approximately 12,600 net leasehold and mineral acres in and around its existing acreage positions in the Delaware Basin, including approximately 2,600 net mineral acres. Including the BLM Acquisition, Matador has added approximately 27,200 net leasehold and mineral acres in the Delaware Basin from January 1 through October 31, 2018, bringing the Company’s total Delaware Basin leasehold and mineral position to approximately 222,200 gross (131,200 net) acres at October 31, 2018. Matador has acquired its entire Delaware Basin leasehold and mineral position, including the BLM Acquisition, for an all-in weighted average cost of approximately $11,000 per net acre, excluding small amounts of production acquired.

Operations Update

Drilling and Completion Activities

During the third quarter of 2018, Matador continued to primarily focus on the exploration, delineation and development of the Company’s Delaware Basin acreage position in Loving County, Texas and Lea and Eddy Counties, New Mexico. Matador began 2018 operating six drilling rigs in the Delaware Basin and continued to operate six drilling rigs throughout the third quarter of 2018. During the third quarter, these six operated drilling rigs were deployed across the Company’s Delaware Basin asset areas, with three rigs in the Rustler Breaks asset area, one rig in the Wolf and Jackson Trust asset areas, one rig in the Arrowhead, Ranger and Twin Lakes asset areas and one rig in the Antelope Ridge asset area.

In early October 2018, the Company added a seventh operated drilling rig to its drilling program on a short-term contract in South Texas to drill up to ten wells, primarily in the Eagle Ford shale, to take advantage of higher oil prices in the area and to hold by production almost all of its remaining undeveloped Eagle Ford acreage. This rig is expected to operate in South Texas throughout the fourth quarter of 2018 and into early 2019. At that time, subject to commodity prices and other economic circumstances, the Company anticipates moving this drilling rig to the Delaware Basin, most likely to either the Arrowhead or Antelope Ridge asset areas. The Company expects to then operate seven drilling rigs in the Delaware Basin throughout the remainder of 2019.

Production Results

Average daily oil equivalent production increased 3% sequentially from 52,900 BOE per day (56% oil) in the second quarter of 2018 to 54,600 BOE per day (59% oil) in the third quarter of 2018, a record quarterly high for Matador.

Average daily oil production increased 9% sequentially from 29,700 barrels per day in the second quarter of 2018 to 32,300 barrels per day in the third quarter of 2018, also a record quarterly high, and above the Company's expectations that oil production would average approximately 30,600 barrels per day at the midpoint of its estimated range for the third quarter. This better-than-expected oil production in the third quarter was attributable, in part, to strong initial production from wells completed in the quarter, including, in particular, the Edelstein #203H well in the Rustler Breaks asset area and the Irvin Wall #131H well in the Antelope Ridge asset area. In addition, Matador continued to enjoy strong early production from several recent second quarter 2018 completions highlighted in its second quarter earnings release, including the SST 6 State #123H and #124H wells, both Second Bone Spring completions in the Arrowhead asset area, and the Wolf 80-TTT-B33 WF #205H and Wolf 80-TTT-B33 WF #207H wells, both Wolfcamp A-XY completions in the Wolf asset area. The oil percentage of Matador's total oil equivalent production increased from 56% in the second quarter of 2018 to 59% in the third quarter of 2018, consistent with the Company's projections in its second quarter earnings release.

Average daily natural gas production decreased 4% sequentially from 139.2 million cubic feet per day in the second quarter of 2018 to 133.8 million cubic feet per day in the third quarter of 2018, above the Company's expectations for approximately 129.5 million cubic feet per day at the midpoint of its estimated range for the third quarter. As noted in its previous earnings release, Matador projected that its natural gas production would decline slightly in the third and fourth quarters of 2018 from the peak rate of 139.2 million cubic feet of natural gas per day achieved in the second quarter of 2018. As noted above, however, third quarter 2018 natural gas production was still about 3% above the Company's expectations.

Realized Commodity Prices

Matador's weighted average realized oil price, excluding derivatives, decreased 7% sequentially from $61.44 per barrel in the second quarter of 2018 to $57.15 per barrel in the third quarter of 2018, due primarily to widening Midland-Cushing basis differentials. Average oil price differentials relative to the West Texas Intermediate benchmark widened from ($6.47) per barrel in the second quarter of 2018 to ($12.36) per barrel in the third quarter of 2018, inclusive of trucking costs. Although the Midland-Cushing basis differentials have narrowed recently, Matador still expects its weighted average realized oil price differential to be in the range of ($11.00) to ($13.00) per barrel in the fourth quarter of 2018. Matador estimates its realized oil price differential in October 2018 was approximately ($17.00) per barrel, inclusive of trucking costs, but given the recent narrowing in Midland-Cushing basis differentials, the Company anticipates improved realized oil price differentials of ($9.00) to ($10.00) per barrel, inclusive of trucking costs, in November and December. As of September 30, 2018, Matador had oil basis hedges in place to mitigate its exposure to oil price differentials on 45% to 50% of its anticipated Delaware Basin oil production for the fourth quarter of 2018, limiting Matador's differential for this production to a weighted average price of ($1.02) per barrel.

Matador's weighted average realized natural gas price, excluding derivatives, increased 12% sequentially from $3.38 per thousand cubic feet in the second quarter of 2018 to $3.77 per thousand cubic feet in the third quarter of 2018. Matador realized a primarily NGL-related uplift of $0.90 per thousand cubic feet above the average NYMEX Henry Hub natural gas price in the third quarter of 2018, as compared to $0.55 per thousand cubic feet in the second quarter of 2018.

Matador's realized price for its Delaware Basin natural gas production is exposed to the Waha-Henry Hub basis differentials. These basis differentials were wider in the third quarter as compared to the second quarter of 2018 and have continued to widen further since the end of the third quarter. Nevertheless, Matador's weighted average realized natural gas price was positively impacted by increasing NGL prices during the third quarter, which resulted in a 15% increase in revenues received for its NGL production in the third quarter as compared to the second quarter of 2018. Matador is a two-stream reporter, and the revenues associated with its NGL production are included in the weighted average realized natural gas price.

Operating Expenses Improvement

On a unit-of-production basis:

- Production taxes, transportation and processing expenses decreased 4% sequentially from $4.17 per BOE in the second quarter of 2018 to $4.02 per BOE in the third quarter of 2018. This decrease was primarily attributable to a reduction in transportation and processing expenses in the Rustler Breaks asset area in the third quarter of 2018 as a result of the expansion of the Black River Processing Plant earlier in the year.

- Lease operating expenses per BOE decreased 14% from $5.19 per BOE in the second quarter of 2018 to $4.48 per BOE in the third quarter of 2018. This decrease was primarily attributable to additional volumes of salt water being transported and disposed of via pipeline during the third quarter of 2018, as compared to the second quarter of 2018. Lease operating expenses of $4.48 per BOE were well below the Company’s estimates for the quarter and also reflected fewer workover and maintenance expenses in the third quarter. Matador anticipates that its lease operating expenses on a unit-of-production basis may increase during the fourth quarter of 2018 to levels observed earlier in the year as a result of additional workover and maintenance operations in progress and the onset of fall and winter weather.

- General and administrative expenses per BOE decreased 9% from $4.02 per BOE in the second quarter of 2018 to $3.67 per BOE in the third quarter of 2018, better than the Company’s expectations. This decrease resulted from general and administrative expenses capitalized in connection with certain midstream projects and also reflected the 3% increase in quarterly total oil equivalent production. General and administrative expenses of $3.67 per BOE were the lowest in any quarter since the fourth quarter of 2012.

- Depletion, depreciation and amortization expenses per BOE increased 1% sequentially from $13.87 per BOE in the second quarter of 2018 to $14.02 per BOE in the third quarter of 2018. This slight increase was primarily attributable to a small increase in anticipated future development costs associated with the Company’s proved undeveloped reserves at September 30, 2018. Depreciation expenses of $2.6 million, or $0.52 per BOE, associated with midstream operations were also included in the total third quarter depletion, depreciation and amortization expenses.

Wells Completed and Turned to Sales

During the third quarter of 2018, Matador completed and turned to sales a total of 38 gross (16.9 net) wells in its various operating areas, all of which were horizontal wells. This total was comprised of 19 gross (15.0 net) operated wells and 19 gross (1.9 net) non-operated wells.

Essentially all of the Company’s operated and non-operated drilling and completions activity in the third quarter of 2018 was undertaken in the Delaware Basin, as summarized in the table below.

Asset/Operating Area	Operated Gross	Operated Net	Non-Operated Gross	Non-Operated Net	Total Gross	Total Net	Gross Operated Well Completion Intervals
Rustler Breaks	13	10.5	13	1.2	26	11.7	2-2BS, 8-WC A-XY, 2-WC A-Lower, 1-WC B-Blair
Arrowhead	1	0.8	-	-	1	0.8	1-WC A-XY
Ranger	-	-	1	0.4	1	0.4	
Wolf/Jackson Trust	2	1.0	-	-	2	1.0	1-WC A-XY, 1-WC B
Twin Lakes	-	-	-	-	-	-	
Antelope Ridge	3	2.7	3	-	6	2.7	1-3BS, 2-WC A-Lower
Delaware Basin	19	15.0	17	1.6	36	16.6	Six separate intervals tested in Q3 2018
Eagle Ford Shale	-	-	2	0.3	2	0.3	
Haynesville Shale	-	-	-	-	-	-	
Total	**19**	**15.0**	**19**	**1.9**	**38**	**16.9**	

Note: WC = Wolfcamp; BS = Bone Spring. For example, 2-2BS indicates two Second Bone Spring completions and 8-WC A-XY indicates eight Wolfcamp A-XY completions in the third quarter of 2018.

Third Quarter 2018 Capital Expenditures and Liquidity

During the third quarter of 2018, Matador incurred capital expenditures, excluding land and mineral acquisitions, of $185.3 million, including $161.7 million for D/C/E capital expenditures and $23.6 million for midstream investments, which primarily represented 51% of San Mateo’s third quarter capital expenditures of $46.2 million. These capital expenditures were in-line with the Company’s expectations for the third quarter of 2018, although with a slightly higher pace of non-operated completions in the Delaware Basin than anticipated for the third quarter. During the third quarter, Matador completed and turned to sales 19 gross operated wells, as compared to its expectations for 15 gross operated wells to be completed and turned to sales in the quarter. The slightly higher pace of operated wells turned to sales in the third quarter did not materially impact the Company’s estimated third quarter D/C/E capital expenditures, as the completion costs for the four additional wells turned to sales late in the third quarter had been budgeted almost entirely as third quarter 2018 capital expenditures.

At September 30, 2018, the Company had approximately $53.0 million in cash and restricted cash, $325.0 million in borrowings outstanding under its credit facility (borrowing base of $725 million, with the elected borrowing commitment at $400 million, but effective October 31, 2018 increasing to $850 million and $500 million, respectively) and approximately $3.0 million in outstanding letters of credit. As a result of the $300 million in additional unsecured senior notes issued by the Company in early October 2018, the net proceeds of which were used to pay down a portion of its revolving borrowings incurred in connection with the BLM Acquisition, at October 31, 2018, Matador had $25.0 million in borrowings outstanding under its credit facility and approximately $3.0 million in outstanding letters of credit.

Hedging Positions

As of September 30, 2018, Matador had approximately 45% of its anticipated oil production and approximately 35% of its anticipated natural gas production hedged for the fourth quarter of 2018 based on the midpoint of its updated 2018 production guidance. In addition, Matador had various Midland-Cushing oil basis swaps in place for approximately 1.3 million barrels of oil, or 45% to 50% of its anticipated Delaware Basin oil production, for the fourth quarter of 2018.

In early October 2018, Matador increased its 2019 crude oil hedge position. For 2019, the Company has costless collars in place for approximately 3.7 million barrels of oil, with a weighted average floor price of $54 per barrel and a weighted average ceiling price of $72 per barrel, and participating three-way collars in place for approximately 1.3 million barrels of oil with a floor price of $60 per barrel and call spread/ceiling prices of $75 per barrel (short call) and $79 per barrel (long call), respectively. In mid-October 2018, Matador also added Midland-Cushing oil basis differential swaps for 2020 for approximately 1.2 million barrels at ($0.15) per barrel.

The following is a summary of the Company's open derivative financial instruments for the fourth quarter of 2018 as of September 30, 2018.

	Weighted Average Price Floor ($/Bbl or $/MMBtu)	**Weighted Average Price Ceiling ($/Bbl or $/MMBtu)**	**Volume Hedged (Bbl or MMBtu)**
2-Way Costless Collars			
Oil (WTI)	$44.27	$60.29	720,000
Oil (LLS)	$45.00	$63.05	180,000
Natural Gas	$2.58	$3.67	4,200,000

	Weighted Average Price Floor ($/Bbl)	**Weighted Average Price (Short Call) ($/Bbl)**	**Weighted Average Price (Long Call) ($/Bbl)**	**Volume Hedged (Bbl)**
3-Way Costless Collars				
Oil (WTI)	$50.08	$63.50	$66.68	480,000

	Weighted Average Price ($/Bbl)	**Volume Hedged (Bbl)**
Oil Basis Swaps		
Midland-Cushing Oil Basis Differential	($1.02)	1,305,000

The following is a summary of the Company's open derivative financial instruments for 2019 as of October 31, 2018.

	Weighted Average Price Floor ($/Bbl)	**Weighted Average Price Ceiling ($/Bbl)**	**Volume Hedged (Bbl)**
2-Way Costless Collars			
Oil (WTI)	$53.55	$72.22	3,720,000

	Weighted Average Price Floor ($/Bbl)	**Weighted Average Price (Short Call) ($/Bbl)**	**Weighted Average Price (Long Call) ($/Bbl)**	**Volume Hedged (Bbl)**
3-Way Costless Collars				
Oil (WTI)	$60.00	$75.00	$78.85	1,320,000

The following is a summary of the Company's open derivative financial instruments for 2020 as of October 31, 2018.

	Weighted Average Price ($/Bbl)	Volume Hedged (Bbl)
Oil Basis Swaps		
Midland-Cushing Oil Basis Differential	($0.15)	1,200,000

Conference Call Information

The Company will host a live conference call on Thursday, November 1, 2018, at 9:00 a.m. Central Time to review its third quarter 2018 financial and operational results. To access the conference call, domestic participants should dial (855) 875-8781 and international participants should dial (720) 634-2925. The conference ID and passcode is 8273369. The conference call will also be available through the Company's website at www.matadorresources.com on the Presentations & Webcasts page under the Investors tab. The replay for the event will be available on the Company's website at www.matadorresources.com on the Events and Presentations page under the Investor Relations tab through December 31, 2018.

About Matador Resources Company

Matador is an independent energy company engaged in the exploration, development, production and acquisition of oil and natural gas resources in the United States, with an emphasis on oil and natural gas shale and other unconventional plays. Its current operations are focused primarily on the oil and liquids-rich portion of the Wolfcamp and Bone Spring plays in the Delaware Basin in Southeast New Mexico and West Texas. Matador also operates in the Eagle Ford shale play in South Texas and the Haynesville shale and Cotton Valley plays in Northwest Louisiana and East Texas. Additionally, Matador conducts midstream operations, primarily through its midstream joint venture, San Mateo, in support of its exploration, development and production operations and provides natural gas processing, oil transportation services, natural gas, oil and salt water gathering services and salt water disposal services to third parties.

For more information, visit Matador Resources Company at www.matadorresources.com.

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. "Forward-looking statements" are statements related to future, not past, events. Forward-looking statements are based on current expectations and include any statement that does not directly relate to a current or historical fact. In this context, forward-looking statements often address expected future business and financial performance, and often contain words such as "could," "believe," "would," "anticipate," "intend," "estimate," "expect," "may," "should," "continue," "plan," "predict," "potential," "project," "hypothetical," "forecasted" and similar expressions that are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. Such forward-looking statements include, but are not limited to, statements about guidance, projected or forecasted financial and operating results, results in certain basins, objectives, project timing, expectations and intentions and other statements that are not historical facts. Actual results and future events could differ materially from those anticipated in such statements, and such forward-looking statements may not prove to be accurate. These forward-looking statements involve certain risks and uncertainties, including, but not limited to, the following risks related to financial and operational performance: general economic conditions; the Company's ability to execute its business plan, including whether its drilling program is successful; changes in oil, natural gas and natural gas liquids prices and the demand for oil, natural gas and natural gas liquids; its ability to replace reserves and efficiently develop current reserves; costs of operations; delays and other difficulties related to producing oil, natural gas and natural gas liquids; delays and other difficulties related to regulatory and governmental approvals and restrictions; its ability to make acquisitions on economically acceptable terms; its ability to integrate acquisitions; availability of sufficient capital to execute its business plan, including from future cash flows, increases in its borrowing base and otherwise; weather and environmental conditions; the operating results of the Company's midstream joint venture's expansion of the Black River cryogenic processing plant; the timing and operating results of the buildout by the Company's midstream joint venture of oil, natural gas and water gathering and transportation systems and the drilling of any additional salt water disposal wells; and other important factors which could cause actual results to differ materially from those anticipated or implied in the forward-looking statements. For further discussions of risks and uncertainties, you should refer to Matador's filings with the Securities and Exchange Commission ("SEC"), including the "Risk Factors" section of Matador's most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q. Matador undertakes no obligation to update these forward-looking statements to reflect events or circumstances occurring after the date of this press release, except as required by law, including the securities laws of the United States and the rules and regulations of the SEC. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. All forward-looking statements are qualified in their entirety by this cautionary statement.

Contact Information

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Matador Resources Company and Subsidiaries
CONDENSED CONSOLIDATED BALANCE SHEETS - UNAUDITED

(In thousands, except par value and share data)	September 30, 2018	December 31, 2017
ASSETS		
Current assets		
Cash	$ 45,942	$ 96,505
Restricted cash	7,066	5,977
Accounts receivable		
Oil and natural gas revenues	81,422	65,962
Joint interest billings	55,390	67,225
Other	10,060	8,031
Derivative instruments	4	1,190
Lease and well equipment inventory	18,758	5,993
Prepaid expenses and other assets	6,790	6,287
Total current assets	225,432	257,170
Property and equipment, at cost		
Oil and natural gas properties, full-cost method		
Evaluated	3,506,479	3,004,770
Unproved and unevaluated	1,241,529	637,396
Midstream and other property and equipment	408,436	281,096
Less accumulated depletion, depreciation and amortization	(2,234,470)	(2,041,806)
Net property and equipment	2,921,974	1,881,456
Other assets	6,796	7,064
Total assets	$ 3,154,202	$ 2,145,690
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 32,491	$ 11,757
Accrued liabilities	178,830	174,348
Royalties payable	67,023	61,358
Amounts due to affiliates	12,998	10,302
Derivative instruments	19,740	16,429
Advances from joint interest owners	12,354	2,789
Amounts due to joint ventures	2,373	4,873
Other current liabilities	942	750
Total current liabilities	326,751	282,606
Long-term liabilities		
Borrowings under Credit Agreement	325,000	—
Senior unsecured notes payable	740,063	574,073
Asset retirement obligations	28,706	25,080
Derivative instruments	4,996	—
Other long-term liabilities	6,243	6,385
Total long-term liabilities	1,105,008	605,538
Shareholders' equity		
Common stock - $0.01 par value, 160,000,000 shares authorized; 116,506,743 and 108,513,597 shares issued; and 116,348,548 and 108,510,160 shares outstanding, respectively	1,165	1,085
Additional paid-in capital	1,923,030	1,666,024
Accumulated deficit	(372,990)	(510,484)
Treasury stock, at cost, 158,195 and 3,437 shares, respectively	(4,039)	(69)
Total Matador Resources Company shareholders' equity	1,547,166	1,156,556
Non-controlling interest in subsidiaries	175,277	100,990
Total shareholders' equity	1,722,443	1,257,546
Total liabilities and shareholders' equity	$ 3,154,202	$ 2,145,690

Matador Resources Company and Subsidiaries

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED

(In thousands, except per share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Revenues				
Oil and natural gas revenues	$ 216,282	$ 134,948	$ 607,255	$ 363,559
Third-party midstream services revenues	6,809	3,218	13,284	6,871
Realized gain (loss) on derivatives	5,424	485	(1,322)	(1,176)
Unrealized (loss) gain on derivatives	(21,337)	(12,372)	(9,492)	21,449
Total revenues	207,178	126,279	609,725	390,703
Expenses				
Production taxes, transportation and processing	20,215	15,666	58,116	40,348
Lease operating	22,531	16,689	69,685	48,486
Plant and other midstream services operating	7,291	3,096	17,187	8,379
Depletion, depreciation and amortization	70,457	47,800	192,664	123,066
Accretion of asset retirement obligations	387	323	1,126	937
General and administrative	18,444	16,156	55,739	49,671
Total expenses	139,325	99,730	394,517	270,887
Operating income	67,853	26,549	215,208	119,816
Other income (expense)				
Net (loss) gain on asset sales and inventory impairment	(196)	16	(196)	23
Interest expense	(10,340)	(8,550)	(26,835)	(26,229)
Prepayment premium on extinguishment of debt	(31,226)	—	(31,226)	—
Other (expense) income	(976)	(36)	(1,275)	1,956
Total other expense	(42,738)	(8,570)	(59,532)	(24,250)
Net income	25,115	17,979	155,676	95,566
Net income attributable to non-controlling interest in subsidiaries	(7,321)	(2,940)	(18,182)	(8,034)
Net income attributable to Matador Resources Company shareholders	$ 17,794	$ 15,039	$ 137,494	$ 87,532
Earnings per common share				
Basic	$ 0.15	$ 0.15	$ 1.22	$ 0.87
Diluted	$ 0.15	$ 0.15	$ 1.21	$ 0.87
Weighted average common shares outstanding				
Basic	116,358	100,365	112,659	100,141
Diluted	116,912	100,504	113,208	100,580

Matador Resources Company and Subsidiaries

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED

(In thousands)	Nine Months Ended September 30, 2018	Nine Months Ended September 30, 2017
Operating activities		
Net income	$ 155,676	$ 95,566
Adjustments to reconcile net income to net cash provided by operating activities		
Unrealized loss (gain) on derivatives	9,492	(21,449)
Depletion, depreciation and amortization	192,664	123,066
Accretion of asset retirement obligations	1,126	937
Stock-based compensation expense	13,787	12,488
Prepayment premium on extinguishment of debt	31,226	—
Amortization of debt issuance cost	851	103
Net loss (gain) on asset sales and inventory impairment	196	(23)
Changes in operating assets and liabilities		
Accounts receivable	(5,654)	(50,343)
Lease and well equipment inventory	(15,347)	(1,666)
Prepaid expenses	(502)	(2,224)
Other assets	—	217
Accounts payable, accrued liabilities and other current liabilities	20,823	35,068
Royalties payable	5,665	29,651
Advances from joint interest owners	9,565	2,646
Other long-term liabilities	(250)	(1,521)
Net cash provided by operating activities	419,318	222,516
Investing activities		
Oil and natural gas properties capital expenditures	(1,106,556)	(517,270)
Expenditures for midstream and other property and equipment	(122,239)	(80,560)
Proceeds from sale of assets	8,267	977
Net cash used in investing activities	(1,220,528)	(596,853)
Financing activities		
Repayments of borrowings	(45,000)	—
Borrowings under Credit Agreement	370,000	—
Proceeds from issuance of senior unsecured notes	750,000	—
Cost to issue senior unsecured notes	(9,531)	—
Purchase of senior unsecured notes	(605,780)	—
Proceeds from issuance of common stock	226,612	—
Cost to issue equity	(146)	—
Proceeds from stock options exercised	827	2,920
Contributions related to formation of Joint Venture	14,700	171,500
Contributions from non-controlling interest owners of less-than-wholly-owned subsidiaries	73,500	29,400
Distributions to non-controlling interest owners of less-than-wholly-owned subsidiaries	(17,395)	(5,635)
Taxes paid related to net share settlement of stock-based compensation	(6,051)	(4,415)
Purchase of non-controlling interest of less-than-wholly-owned subsidiary	—	(2,653)
Net cash provided by financing activities	751,736	191,117
Decrease in cash and restricted cash	(49,474)	(183,220)
Cash and restricted cash at beginning of period	102,482	214,142
Cash and restricted cash at end of period	$ 53,008	$ 30,922

Supplemental Non-GAAP Financial Measures

Adjusted EBITDA

This press release includes the non-GAAP financial measure of Adjusted EBITDA. Adjusted EBITDA is a supplemental non-GAAP financial measure that is used by management and external users of the Company's consolidated financial statements, such as industry analysts, investors, lenders and rating agencies. "GAAP" means Generally Accepted Accounting Principles in the United States of America. The Company believes Adjusted EBITDA helps it evaluate its operating performance and compare its results of operations from period to period without regard to its financing methods or capital structure. The Company defines Adjusted EBITDA as earnings before interest expense, income taxes, depletion, depreciation and amortization, accretion of asset retirement obligations, property impairments, unrealized derivative gains and losses, certain other non-cash items and non-cash stock-based compensation expense, and net gain or loss on asset sales and inventory impairment. Adjusted EBITDA is not a measure of net income (loss) or net cash provided by operating activities as determined by GAAP.

Adjusted EBITDA should not be considered an alternative to, or more meaningful than, net income (loss) or net cash provided by operating activities as determined in accordance with GAAP or as an indicator of the Company's operating performance or liquidity. Certain items excluded from Adjusted EBITDA are significant components of understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure. Adjusted EBITDA may not be comparable to similarly titled measures of another company because all companies may not calculate Adjusted EBITDA in the same manner. The following table presents the calculation of Adjusted EBITDA and the reconciliation of Adjusted EBITDA to the GAAP financial measures of net income (loss) and net cash provided by operating activities, respectively, that are of a historical nature. Where references are pro forma, forward-looking, preliminary or prospective in nature, and not based on historical fact, the table does not provide a reconciliation. The Company could not provide such reconciliation without undue hardship because such Adjusted EBITDA numbers are estimations, approximations and/or ranges. In addition, it would be difficult for the Company to present a detailed reconciliation on account of many unknown variables for the reconciling items, including future income taxes, full-cost ceiling impairments, unrealized gains or losses on derivatives and gains or losses on asset sales and inventory impairments. For the same reasons, the Company is unable to address the probable significance of the unavailable information, which could be material to future results.

(In thousands)	Three Months Ended September 30, 2018	June 30, 2018	September 30, 2017
Unaudited Adjusted EBITDA Reconciliation to Net Income:			
Net income attributable to Matador Resources Company shareholders	$ 17,794	$ 59,806	$ 15,039
Net income attributable to non-controlling interest in subsidiaries	7,321	5,831	2,940
Net income	25,115	65,637	17,979
Interest expense	10,340	8,004	8,550
Depletion, depreciation and amortization	70,457	66,838	47,800
Accretion of asset retirement obligations	387	375	323
Unrealized loss (gain) on derivatives	21,337	(1,429)	12,372
Stock-based compensation expense	4,842	4,766	1,296
Net loss (gain) on asset sales and inventory impairment	196	—	(16)
Prepayment premium on extinguishment of debt	31,226	—	—
Consolidated Adjusted EBITDA	163,900	144,191	88,304
Adjusted EBITDA attributable to non-controlling interest in subsidiaries	(8,508)	(6,853)	(3,471)
Adjusted EBITDA attributable to Matador Resources Company shareholders	$ 155,392	$ 137,338	$ 84,833

(In thousands)	Three Months Ended September 30, 2018	June 30, 2018	September 30, 2017
Unaudited Adjusted EBITDA Reconciliation to Net Cash Provided by Operating Activities:			
Net cash provided by operating activities	$ 165,111	$ 118,059	$ 101,274
Net change in operating assets and liabilities	(11,111)	18,174	(21,481)
Interest expense, net of non-cash portion	9,900	7,958	8,511
Adjusted EBITDA attributable to non-controlling interest in subsidiaries	(8,508)	(6,853)	(3,471)
Adjusted EBITDA attributable to Matador Resources Company shareholders	$ 155,392	$ 137,338	$ 84,833

Adjusted Net Income and Adjusted Earnings Per Diluted Common Share

This press release includes the non-GAAP financial measures of adjusted net income and adjusted earnings per diluted common share. These non-GAAP items are measured as net income attributable to Matador Resources Company shareholders, adjusted for dollar and per share impact of certain items, including unrealized gains or losses on derivatives, the impact of full cost-ceiling impairment charges, if any, and non-recurring transaction costs for certain acquisitions or other non-recurring expense items, along with the related tax effect for all periods. This non-GAAP financial information is provided as additional information for investors and is not in accordance with, or an alternative to, GAAP financial measures. Additionally, these non-GAAP financial measures may be different than similar measures used by other companies. The Company believes the presentation of adjusted net income and adjusted earnings per diluted common share provides useful information to investors, as it provides them an additional relevant comparison of the Company’s performance across periods and to the performance of the Company’s peers. In addition, these non-GAAP financial measures reflect adjustments for items of income and expense that are often excluded by industry analysts and other users of the Company’s financial statements in evaluating the Company’s performance. The table below reconciles adjusted net income and adjusted earnings per diluted common share to their most directly comparable GAAP measure of net income attributable to Matador Resources Company shareholders.

	Three Months Ended		
	September 30, 2018	June 30, 2018	September 30, 2017
(In thousands, except per share data)			
Unaudited Adjusted Net Income and Adjusted Earnings Per Share Reconciliation to Net Income:			
Net income attributable to Matador Resources Company shareholders	$ 17,794	$ 59,806	$ 15,039
Less non-recurring and unrealized charges to income before taxes:			
Unrealized loss (gain) on derivatives	21,337	(1,429)	12,372
Net loss (gain) on asset sales and inventory impairment	196	—	(16)
Prepayment premium on extinguishment of debt	31,226	—	—
Adjusted income attributable to Matador Resources Company shareholders before taxes	70,553	58,377	27,395
Income tax provision(1)	14,816	12,259	9,588
Adjusted net income attributable to Matador Resources Company shareholders (non-GAAP)	$ 55,737	$ 46,118	$ 17,807
Weighted average shares outstanding, including participating securities - basic	116,358	112,706	100,365
Dilutive effect of options and restricted stock units	554	350	139
Weighted average common shares outstanding - diluted	116,912	113,056	100,504
Adjusted earnings per share attributable to Matador Resources Company shareholders (non-GAAP)			
Basic	$ 0.48	$ 0.41	$ 0.18
Diluted	$ 0.48	$ 0.41	$ 0.18

(1) Estimated using federal statutory tax rate in effect for the period.