

**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) April 3, 2023**

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

**Texas**  
(State or other jurisdiction  
of incorporation)

**001-35410**  
(Commission  
File Number)

**27-4662601**  
(IRS Employer  
Identification No.)

**5400 LBJ Freeway, Suite 1500**  
**Dallas, Texas**

(Address of principal executive offices)

**75240**

(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	MTDR	New York Stock Exchange

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

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.

**Item 1.01 Entry Into a Material Definitive Agreement.**

On March 31, 2023, MRC Energy Company, a wholly owned subsidiary of Matador Resources Company (the “Company”), entered into a Second Amendment to Fourth Amended and Restated Credit Agreement (the “Amendment”), which amends the Company’s secured revolving credit facility (the “Credit Agreement”) to, among other things: (i) increase the borrowing commitment from \$775 million to \$1.25 billion and (ii) reaffirm the borrowing base as \$2.25 billion. This reaffirmation of the borrowing base pursuant to the Amendment constituted the regularly scheduled May 1 redetermination.

As of December 31, 2022, the Company had no borrowings outstanding under the Credit Agreement, and approximately \$45.6 million in outstanding letters of credit issued under the Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text 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.

**Item 2.03 Entry Into a Material Definitive Agreement.Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant**

The disclosures under Item 1.01 of this Current Report are also responsive to Item 2.03 of this Current Report and are incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

*Notes Offering*

On April 3, 2023, the Company issued a press release (the “Press Release”) announcing that, subject to market conditions, the Company intends to commence a private offering of \$400 million in aggregate principal amount of senior notes due 2028 (the “Notes”). A copy of the Press Release is attached hereto as Exhibit 99.1 and incorporated into this Item 7.01 by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Act of 1934, as amended, and will not be incorporated by reference into any filing under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#">Second Amendment to Fourth Amended and Restated Credit Agreement, dated as of March 31, 2023, by and among MRC Energy Company, as Borrower, the Lenders party thereto, Royal Bank of Canada, as resigning Administrative Agent for the Lenders, and Truist Bank, as successor Administrative Agent for the Lenders.</a>
99.1	<a href="#">Press Release, dated April 3, 2023.</a>
104	Cover Page Interactive Data File, formatted in Inline XBRL (included as Exhibit 101).

**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: April 3, 2023

By: /s/ Craig N. Adams  
Name: Craig N. Adams  
Title: Executive Vice President

**SECOND AMENDMENT TO FOURTH  
AMENDED AND RESTATED CREDIT AGREEMENT**

This SECOND AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”) is entered into as of March 31, 2023 (the “Second Amendment Effective Date”), by and among MRC ENERGY COMPANY, a Texas corporation (the “Borrower”), the LENDERS party hereto and ROYAL BANK OF CANADA, as resigning administrative agent for the Lenders (in such capacity, the “Resigning Agent”), and TRUIST BANK, as successor administrative agent for the Lenders (in such capacity, the “Successor 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 Resigning Agent and the Lenders have entered into that certain Fourth Amended and Restated Credit Agreement, dated as of November 18, 2021 (as amended, supplemented or otherwise modified and in effect prior to the Second Amendment Effective Date, the “Existing Credit Agreement”, and the Existing Credit Agreement, as amended by this Amendment, the “Credit Agreement”);

**WHEREAS**, Resigning Agent desires to resign as Administrative Agent under the Credit Agreement and Successor Agent desires to be appointed as Administrative Agent under the Credit Agreement;

**WHEREAS**, immediately following the effectiveness of such resignation and appointment, subject to the terms and conditions set forth herein, the Borrower has requested that the Administrative Agent and the Lenders amend the Existing 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; and

**WHEREAS**, the Lenders party hereto constitute at least the Majority Lenders.

**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 Resigning Agent, the Successor Agent and the Lenders party hereto hereby agree as follows:

**SECTION 1. Resignation and Appointment.**

**1.1 Resignation of Resigning Agent.**

1.1.1 Pursuant to Section 12.4 of the Credit Agreement, the Resigning Agent hereby resigns as Administrative Agent under the Credit Agreement upon the effectiveness of this Amendment. Upon the effectiveness of such resignation, the Resigning Agent shall be discharged from its duties and obligations as Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding such resignation and the assignment contained in Section 2.1 of this Amendment, the provisions of Article 12 and Section 13.5 of the Credit Agreement shall continue in effect for the benefit of the Resigning Agent in respect of any action taken or omitted

to be taken by it while it was acting as the Administrative Agent under the Credit Agreement and the other Loan Documents.

1.1.2 The Resigning Agent, in its capacity as a Lender under the Credit Agreement, shall continue to have the same rights and powers under the Credit Agreement and any other Loan Document as any other Lender with respect to its Revolving Credit Commitment Amount and its Loans and may exercise the same notwithstanding its resignation as Administrative Agent under the Credit Agreement.

**1.2 Appointment of Successor Agent.** Pursuant to Section 12.4 of the Credit Agreement, the Lenders constituting at least the Majority Lenders hereby appoint the Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents. By its execution hereof, the Successor Agent hereby accepts such appointment and by its acceptance of such appointment, the Successor Agent hereby succeeds to and becomes vested with all the rights, powers, privileges and duties of the Resigning Agent in its capacity as Administrative Agent under the Credit Agreement. Notwithstanding the appointment of the Successor Agent as Administrative Agent, Truist Bank, in its capacity as a Lender under the Credit Agreement, shall have the same rights and powers under the Credit Agreement and any other Loan Document as any other Lender with respect to its Revolving Credit Commitment Amount and its Loans and may exercise the same as though it were not the Administrative Agent. In addition, the term “Lender” or “Lenders” in the Credit Agreement or any other Loan Document shall, at any time when Truist Bank is a Lender, unless the context otherwise indicates, include the Successor Agent in its individual capacity as a Lender.

## **SECTION 2. Assignment.**

### **2.1 Resigning Agent Assignment.**

2.1.1 Upon the effectiveness of this Amendment, the Resigning Agent, solely in its capacity as Administrative Agent under the Credit Agreement and the other Loan Documents, hereby transfers, assigns, conveys and delivers, as of the Second Amendment Effective Date, to the Successor Agent, for the benefit of itself, the Lenders and the other Secured Parties, all of the Resigning Agent’s, right, title and interest in, to and under (i) the Credit Agreement and the other Loan Documents, (ii) any and all collateral granted to the Resigning Agent, for the benefit of the Lenders, the Administrative Agent and the other Secured Parties under any Loan Document and (iii) all proceeds of any and all of the foregoing (collectively, the “Assigned Items”); provided that the Resigning Agent expressly reserves all of its rights and benefits provided to it under Article 12 and Section 13.5 of the Credit Agreement in respect of any action taken or omitted to be taken by it while it was acting as the Administrative Agent under the Credit Agreement and the other Loan Documents. The Assigned Items are being assigned and transferred by the Resigning Agent to the Successor Agent without recourse and, except as expressly provided in Section 2.2 of this Amendment, without representation or warranty, express or implied, by the Resigning Agent.

2.1.2 The provisions of this Amendment to the contrary notwithstanding, the Successor Agent does not hereby assume any duties, obligations or liabilities of Resigning Agent for any period on or prior to the Second Amendment Effective Date, and the Successor Agent shall not have any liabilities, duties or obligations in respect of any acts or omissions by Resigning

Agent for any period on or prior to the Second Amendment Effective Date. Further, the Resigning Agent does not hereby assume any duties, obligations or liabilities of Successor Agent for any period after the Second Amendment Effective Date, and the Resigning Agent shall not have any liabilities, duties or obligations in respect of any acts or omissions by Successor Agent for any period after the Second Amendment Effective Date.

## **2.2 Representations and Warranties.**

2.2.1 The Resigning Agent represents and warrants to the Successor Agent that (i) the Resigning Agent is the owner and holder of the Assigned Items, (ii) the Resigning Agent's interests in the Assigned Items are free and clear of any lien, encumbrance or other adverse claim and (iii) the Resigning Agent has full right, power and authority to transfer to the Successor Agent all of the Assigned Items and to execute and deliver this Amendment.

2.2.2 The Successor Agent represents and warrants to the Resigning Agent that (i) the Successor Agent has full right, power and authority to assume the Assigned Items and to execute and deliver this Amendment and (ii) the Successor Agent has made an independent decision to enter into this Amendment and to assume the Assigned Items, without reliance on any representation or warranty by the Resigning Agent, other than those representations and warranties expressly set forth herein.

2.2.3 Each Credit Party represents and warrants to the Resigning Agent and the Successor Agent that as of the Second Amendment Effective Date, both before and immediately after giving effect to this Amendment, such Credit Party has no right of setoff, defense or counterclaim against the enforcement of the Assigned Items.

**2.3 UCC Financing Statements.** The Resigning Agent and each Credit Party hereby authorize the Successor Agent to file UCC financing statement amendments and other assignment documents assigning all of the Resigning Agent's right, title and interest in, to and under the Assigned Items to the Successor Agent.

**2.4 Collateral.** The Resigning Agent shall, at the Credit Parties' expense, promptly, but in any event within ten (10) days after the Second Amendment Effective Date, deliver to the Successor Agent all of the collateral in the possession or control of the Resigning Agent, solely in its capacity as administrative agent for the Lenders under the Credit Agreement, including, without limitation, any stock and/or membership certificates (together with stock and/or membership interest powers with respect thereto) held by the Resigning Agent in connection with the Credit Agreement and any other Loan Documents.

**2.5 Modification of Mortgages.** Within sixty (60) days after the Second Amendment Effective Date (or such longer time as is acceptable to the Successor Agent in its sole discretion), the Resigning Agent and each Credit Party agrees to deliver to the Successor Agent assignments and/or amendments to each of the Mortgages as shall be reasonably requested by the Successor Agent to evidence the assignment of the Resigning Agent's right, title and interest in, to and under the Mortgages to the Successor Agent, duly executed by the Resigning Agent, the Successor Agent and the appropriate Credit Parties and in form and substance reasonably satisfactory to the Successor Agent.

**2.6 Insurance Certificates.** Within sixty (60) days after the Second Amendment Effective Date (or such longer time as is acceptable to the Successor Agent in its sole discretion), Borrower shall deliver to the Successor Agent (a) copies of standard insurance certificates issued to Successor Agent evidencing the insurance coverage required to be maintained by the Credit Parties pursuant to Section 7.5(d) of the Credit Agreement and (b) standard endorsements in favor of the Successor Agent naming the Successor Agent as additional insured with respect to relevant liability insurance policies and loss payee with respect to all casualty and property insurance policies insuring Collateral, in the case of each of the foregoing clauses (a) and (b), in form and substance reasonably satisfactory to the Successor Agent.

**2.7 Further Assurance.** The Resigning Agent agrees from time to time, at the Credit Parties' expense, to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements, instruments and filings that the Successor Agent may at any time reasonably deem necessary or desirable to carry out the intent and purposes set forth in Section 1 and Section 2 of this Amendment.

### **SECTION 3. Consents and Waivers.**

**3.1 Appointment of Successor Agent.** Each Credit Party hereby consents to the appointment by Lenders constituting at least the Majority Lenders of the Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents pursuant to Section 1.2 of this Amendment.

**3.2 Assignment.** Each Lender and each Credit Party hereby consents to the assignment of the Assigned Items by the Resigning Agent to the Successor Agent pursuant to Section 2 of this Amendment.

**3.3 Waivers.** In furtherance of the foregoing, the Lenders hereby waive any prior notice requirement or waiting period prior to the effectiveness of each of the provisions of Sections 1 and 2 to this Amendment otherwise provided for in the Credit Agreement.

**SECTION 4. Amendments to Existing Credit Agreement.** Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 7 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Existing Credit Agreement shall be amended in the manner provided in this Section 4.

**4.1 Cover Page.** The Cover Page to the Existing Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with the Cover Page set forth on Exhibit B to this Amendment.

**4.2 Introductory Paragraph.** The introductory paragraph to the Existing Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

*This Fourth Amended and Restated Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of November 18, 2021, by and among the lending entities from time to time party hereto (individually a "Lender," and collectively "Lenders"), Truist Bank, as administrative agent for the Lenders (in*

such capacity, "Administrative Agent"), and MRC Energy Company, a Texas corporation ("Borrower").

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

*"Issuing Lender" means, collectively, Truist, Bank of America, PNC, KeyBank, RBC, and each other Lender appointed by the Borrower and approved by the Administrative Agent (not to be unreasonably withheld, conditioned or delayed) that agrees to act as an issuer of Letters of Credit hereunder, in each case, in its capacity as the issuer of Letters of Credit hereunder, and any successor designated by Borrower and the Revolving Credit Lenders.*

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

*"Bank of America" means Bank of America, N.A., and its successors or assigns in accordance with the terms of this Agreement.*

*"KeyBank" means KeyBank National Association, and its successors or assigns in accordance with the terms of this Agreement.*

*"PNC" means PNC Bank, National Association, and its successors or assigns in accordance with the terms of this Agreement.*

*"Second Amendment Effective Date" means March 31, 2023.*

**4.5 Revolving Credit Allocations.** Schedule 1.2 of the Existing Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with Schedule 1.2 to this Amendment.

**4.6 Notices.** Schedule 13.6 of the Existing Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with Schedule 13.6 to this Amendment.

**SECTION 5. Reaffirmation of 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 constituting at least the Supermajority Lenders and the Borrower hereby acknowledge that effective as of the date hereof (i) the Borrowing Base shall be reaffirmed at \$2,250,000,000 and (ii) the Revolving Credit Aggregate Commitment shall be \$1,250,000,000, and such reaffirmed Borrowing Base shall remain in effect until the date the Borrowing Base is otherwise adjusted pursuant to the terms of the Credit Agreement. The reaffirmation of the Borrowing Base contained in this Section 2 shall constitute the Determination Date to occur on or about May 1, 2023.

**SECTION 6. New Lenders 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 Truist Securities, Inc., 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”). 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 and (iii) the increase in each Increasing Lender’s Revolving Credit Commitment Amount. 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 Amount of each Lender shall be as set forth on Schedule 1.2 to this Amendment. Each Lender hereby consents to the Revolving Credit Commitment Amount set forth on Schedule 1.2 to this Amendment. The reallocation of the Revolving Credit Commitment Amounts among the 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, had executed an Assignment and Assumption with respect to such reallocation. 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 6. To the extent requested by any Lender, and in accordance with Section 11.1 of the Existing Credit Agreement, the Borrower shall pay to such Lender, within the time period prescribed by Section 11.1 of the Existing Credit Agreement, any amounts required to be paid by the Borrower under Section 11.1 of the Existing Credit Agreement in the event the payment of any principal of any SOFR Advance or the conversion of any SOFR 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 7. Conditions.** The resignation of the Resigning Agent and the appointment of the Successor Agent contained in Section 1 of this Amendment, the assignment contained in Section 2 of this Amendment, the consents and waivers contained in Section 3 of this Amendment, the amendments to the Credit Agreement contained in Section 4 of this Amendment, the reaffirmation of the Borrowing Base and increase of the Commitments contained in Section 5 of this Amendment, and the reallocation and increase of the Commitments contained in Section 6 of this Amendment, in each case, shall be effective upon the satisfaction of each of the conditions set forth in this Section 7.

**7.1 Execution and Delivery.** The Administrative Agent shall have received a duly executed counterpart of (a) this Amendment signed by the Borrower, the Majority Lenders, the New Lenders, the Increasing Lenders, the Resigning Agent and the Successor Agent and (b) the Consent and Reaffirmation attached hereto signed by each Guarantor.

**7.2 No Default.** No Default or Event of Default shall have occurred and be continuing.

**7.3 Fees.** The Administrative Agent shall have received evidence reasonably satisfactory to it that all fees separately agreed upon by the Borrower and the applicable recipients thereof in connection with this Amendment have been paid by the Borrower.

**7.4 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.

**7.5 Other Documents.** The Successor Agent and the Resigning Agent shall have received such other instruments and documents incidental and appropriate to the transaction provided for herein as the Successor Agent, the Resigning Agent or their respective special counsel may reasonably request prior to the date hereof, and all such documents shall be in form and substance reasonably satisfactory to the Successor Agent or the Resigning Agent, as applicable.

## **SECTION 8. Post-Closing Obligations.**

**8.1 Request for Revolving Credit Advance.** Notwithstanding Section 2.3(b) of the Credit Agreement to the contrary, the Borrower may deliver to the Administrative Agent, prior to 1:00 p.m. (Dallas, TX time) on April 3, 2023, a duly executed Request for Revolving Credit Advance in accordance with Section 2.3(a) of the Credit Agreement with respect to a Revolving Credit Advance to be made prior to the closing of the Acquisition (as defined below) (the "Specified Advance").

**8.2 Mandatory Prepayment.** In the event that the Borrower fails to consummate the proposed acquisition of, directly or indirectly, all of the equity interests (the "Acquisition") of Advance Energy Partners Holdings, LLC and all subsidiaries thereof pursuant to that certain Securities Purchase Agreement dated as of January 24, 2023 by and among AEP EnCap HoldCo, LLC and Ameradvance Management LLC, as sellers, and Advance Energy Partners Holdings, LLC, as company, and MRC Hat Mesa, LLC, as purchaser, and the other parties party thereto, as in effect as of the date of this Amendment, together with all other agreements, exhibits, schedules, annexes, disclosure letters and related documents with respect to the Acquisition, in each case, as in effect as of the date of this Amendment, on April 6, 2023 or within three (3) Business Days following April 6, 2023 (the "Specified Advance Repayment Deadline"), the Borrower shall immediately on the Business Day following the Specified Advance Repayment Deadline, prepay, subject to any funding indemnification amounts required by Section 11.1 of the Credit Agreement, the principal amount of the Specified Advance, together with accrued but unpaid interest thereon to the date of prepayment, which prepayment shall be applied pursuant to Section 2.10(e) of the Credit Agreement.

**SECTION 9. Representations and Warranties.** To induce the Lenders to enter into this Amendment, the Borrower hereby represents and warrants to the Lenders as follows:

**9.1 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.

**9.2 Corporate Authority; No Conflicts.** The execution, delivery and performance by the Borrower, the Parent and each other Credit Party of this Amendment and all documents, instruments and agreements contemplated herein are within such Credit Party's corporate, limited liability company or limited partnership, as applicable, powers, have been duly authorized by necessary corporate action by such Credit Party, 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 such Credit Party 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 such Credit Party except for Liens permitted by Section 8.2 of the Credit Agreement and otherwise as permitted in the Credit Agreement.

**9.3 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.

**9.4 No Default.** No Default or Event of Default has occurred and is continuing.

## **SECTION 10. Miscellaneous.**

**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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.

**10.5 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.

**10.6 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.

**10.7 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.

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

**10.9 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.

**10.10 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/ Craig N. Adams  
Name: Craig N. Adams  
Title: Executive Vice President

**SUCCESSOR AGENT:**

**TRUIST BANK,**  
as Successor Agent

By: /s/ Ben Brown  
Name: Ben Brown  
Title: Director

**RESIGNING AGENT:**

**ROYAL BANK OF CANADA,**  
as Resigning Agent

By: /s/ Susan Khokher\_\_\_\_\_

Name: Susan Khokher

Title: Manager, Agency

**LENDERS:**

**TRUIST BANK,**  
as a Lender and as an Issuing Lender

By: /s/ Ben Brown  
Name: Ben Brown  
Title: Director

**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 and as an Issuing Lender

By: /s/ Christopher Baethge  
Name: Christopher Baethge  
Title: Vice President

**COMERICA BANK,**  
as a Lender

By: /s/ Cassandra Lucas  
Name: Cassandra Lucas  
Title: Vice President

**THE BANK OF NOVA SCOTIA, HOUSTON  
BRANCH,**  
as a Lender

By: /s/ Joe Lattanzi  
Name: Joe Lattanzi  
Title: Managing Director

**FIRST HORIZON BANK**, a Tennessee State  
Bank, as a Lender

By: /s/ Moni Collins  
Name: Moni Collins  
Title: SVP – Energy Lending

**PNC BANK, NATIONAL ASSOCIATION,**  
as a Lender and as an Issuing Lender

By: /s/ Kyle T. Helfrich  
Name: Kyle T. Helfrich  
Title: Senior Vice President

**CATHAY BANK,**  
as a Lender

By: /s/ Dale T. Wilson  
Name: Dale T. Wilson  
Title: Senior Vice President

**KEYBANK NATIONAL ASSOCIATION,**  
as a Lender and as an Issuing Lender

By: /s/ George McKean  
Name: George McKean  
Title: Senior Vice President

**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Beth Johnson  
Name: Beth Johnson  
Title: Senior Vice President

**ZIONS BANCORPORATION, N.A. dba Amegy  
Bank,**  
as a Lender

By: /s/ Jim McSorley  
Name: Jim McSorley  
Title: Senior Vice President – Amegy Bank Division

**MUFG BANK, LTD.,**  
as a Lender

By: /s/ Traci Bankston  
Name: Traci Bankston  
Title: Authorized Signatory

**BOKF, NA dba Bank of Texas,**  
as a New Lender

By: /s/ Drew Krittenbrink  
Name: Drew Krittenbrink  
Title: Vice President

## CONSENT AND REAFFIRMATION

Each of the undersigned (each a “Guarantor”) hereby (i) acknowledges receipt of a copy of the foregoing Second Amendment to Fourth Amended and Restated Credit Agreement (the “Second Amendment”); (ii) consents to the Borrower’s execution and delivery thereof; (iii) consents to the terms of the Second 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 Second Amendment, no Default or Event of Default has occurred and is continuing. Although each Guarantor has been informed of the matters set forth in the Second Amendment 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 to the Credit Agreement 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 Second Amendment.

**GUARANTORS:**

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

By: \_\_\_\_\_ /s/ Craig N. Adams  
Name: Craig N. Adams  
Title: Executive Vice President

**LONGWOOD GATHERING AND  
DISPOSAL SYSTEMS, LP**

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

By: \_\_\_\_\_ /s/ Craig N. Adams  
Name: Craig N. Adams  
Title: Executive Vice President

**EXHIBIT A**

**Cover Page**

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**FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Dated as of November 18, 2021**

**MRC ENERGY COMPANY,  
as Borrower,**

**THE LENDING ENTITIES FROM TIME TO TIME PARTIES HERETO,  
as Lenders,**

**and**

**TRUIST BANK,  
as Administrative Agent**

**TRUIST SECURITIES, INC.,  
BANK OF AMERICA, N.A.,  
KEYBANC CAPITAL MARKETS INC.,  
PNC CAPITAL MARKETS LLC,  
RBC CAPITAL MARKETS, and  
BANK OF NOVA SCOTIA, HOUSTON BRANCH,  
as Joint Lead Arrangers and Joint Bookrunners,**

**and**

**BANK OF AMERICA, N.A.,  
KEYBANK NATIONAL ASSOCIATION, and  
PNC BANK, NATIONAL ASSOCIATION,  
as Co-Syndication Agents,**

**and**

**ROYAL BANK OF CANADA, and  
BANK OF NOVA SCOTIA, HOUSTON BRANCH,  
as Co-Documentation Agents**

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**Schedule 1.2**  
**Percentages and Allocations<sup>1</sup>**

**Revolving Credit**

LENDERS	REVOLVING CREDIT ALLOCATIONS	REVOLVING CREDIT PERCENTAGE
Truist Bank	\$181,500,000.00 Letter of Credit Commitment: \$25,000,000.00	14.5200000000%
Bank of America, N.A.	\$175,000,000.00 Letter of Credit Commitment: \$25,000,000.00	14.0000000000%
KeyBank National Association	\$175,000,000.00 Letter of Credit Commitment: \$25,000,000.00	14.0000000000%
PNC Bank, National Association	\$175,000,000.00 Letter of Credit Commitment: \$25,000,000.00	14.0000000000%
The Bank of Nova Scotia, Houston Branch	\$100,000,000.00	8.0000000000%
Royal Bank of Canada	\$90,000,000.00 Letter of Credit Commitment: \$0.00	7.2000000000%
MUFG Bank, Ltd.	\$75,000,000.00	6.0000000000%
Comerica Bank	\$75,000,000.00	6.0000000000%
U.S. Bank National Association	\$58,500,000.00	4.6800000000%
First Horizon Bank	\$40,000,000.00	3.2000000000%
Zions Bancorporation, N.A., dba Amegy Bank	\$40,000,000.00	3.2000000000%
BOKF, NA dba Bank of Texas	\$35,000,000.00	2.8000000000%
Cathay Bank	\$30,000,000.00	2.4000000000%
<b>TOTALS</b>	<b>\$1,250,000,000.00</b>	<b>100.0000000000%</b>

<sup>1</sup> As of the Second Amendment Effective Date.  
MRC ENERGY COMPANY  
SECOND AMENDMENT

## Schedule 13.6

### NOTICES

#### **If to Borrower:**

MRC Energy Company  
Attention: Treasurer  
5400 LBJ Freeway  
Suite 1500  
Dallas, Texas 75240  
Fax: (972) 371-5201  
Email: [treasury@matadorresources.com](mailto:treasury@matadorresources.com)

With a copy to:

MRC Energy Company  
Attention: Michael Frenzel  
5400 LBJ Freeway  
Suite 1500  
Dallas, Texas 75240  
Fax: (214) 866-4821  
Email: [mfrenzel@matadorresources.com](mailto:mfrenzel@matadorresources.com)

#### **If to Administrative Agent:**

Truist Bank, as Agent  
3333 Peachtree Road  
Atlanta, GA 30308  
Attn: Ben Brown  
Email: [Ben.Brown@truist.com](mailto:Ben.Brown@truist.com)

With a copy to:

Norton Rose Fulbright US LLP  
2200 Ross Avenue, Suite 3600  
Dallas, Texas 75201  
Attn: Benjamin Ratliff, Esq.  
Email: [benjamin.ratliff@nortonrosefulbright.com](mailto:benjamin.ratliff@nortonrosefulbright.com)



**MATADOR RESOURCES COMPANY ANNOUNCES OFFERING OF \$400 MILLION OF SENIOR NOTES DUE 2028**

DALLAS, Texas, April 3, 2023 -- Matador Resources Company (NYSE: MTDR) ("Matador") today announced that, subject to market conditions, it intends to offer \$400 million of senior unsecured notes due 2028 in a private placement to eligible purchasers. Matador intends to use the net proceeds from the offering for general corporate purposes.

The notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or applicable state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. The notes may be resold by the initial purchasers pursuant to Rule 144A and Regulation S under the Securities Act. This press release is being issued pursuant to Rule 135c under the Securities Act, and is neither an offer to sell nor a solicitation of an offer to buy any of these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

**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. Additionally, Matador conducts midstream operations in support of its exploration, development and production operations and provides natural gas processing, oil transportation services, natural gas, oil and produced water gathering services and produced water disposal services to third parties.

**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, the consummation and timing of the Advance acquisition, the anticipated benefits, opportunities and results with respect to the Advance acquisition, including any expected value creation, reserves additions, midstream opportunities and other anticipated impacts from the Advance acquisition, as well as other aspects of the transaction, guidance, projected or forecasted financial and operating results, future liquidity, the payment of dividends, results in certain basins, objectives, project timing, expectations and intentions, regulatory and governmental actions 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 ability of the parties to consummate the Advance acquisition in the anticipated timeframe or at all; risks related to the satisfaction or waiver of the conditions to closing the Advance acquisition in the anticipated timeframe or at all; risks related to obtaining the requisite regulatory approvals for the Advance acquisition, disruption from the Advance acquisition making it more difficult to maintain business and operational relationships; significant transaction costs associated with the Advance acquisition; the risk of litigation and/or regulatory actions related to the Advance acquisition, as well as 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; the operating results of the Company's midstream oil, natural gas and water gathering and transportation systems, pipelines and facilities, the acquiring of third-party business and the drilling of any additional salt water disposal wells; 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; impact on the Company's operations due to seismic events; 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, available borrowing capacity under its revolving credit facilities and otherwise; the operating results of and the availability of any potential distributions from our joint ventures; weather and environmental conditions; the impact of the worldwide spread of the novel coronavirus, or COVID-19, or variants thereof, on oil and natural gas demand, oil and natural gas prices and its business; and the other factors that 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**

Mac Schmitz  
Vice President – Investor Relations  
investors@matadorresources.com  
(972) 371-5225