

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2017

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-35410

Matador Resources Company

(Exact name of registrant as specified in its charter)

Texas

(State or other jurisdiction of
incorporation or organization)

5400 LBJ Freeway, Suite 1500
Dallas, Texas

(Address of principal executive offices)

27-4662601

(I.R.S. Employer
Identification No.)

75240

(Zip Code)

(972) 371-5200

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 3, 2017, there were 100,188,235 shares of the registrant's common stock, par value \$0.01 per share, outstanding.

MATADOR RESOURCES COMPANY
FORM 10-Q
FOR THE QUARTER ENDED MARCH 31, 2017

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Part I – FINANCIAL INFORMATION

Item 1. Financial Statements — Unaudited

Matador Resources Company and Subsidiaries

CONDENSED CONSOLIDATED BALANCE SHEETS - UNAUDITED
(In thousands, except par value and share data)

	March 31, 2017	December 31, 2016
ASSETS		
Current assets		
Cash	\$ 209,705	\$ 212,884
Restricted cash	14,604	1,258
Accounts receivable		
Oil and natural gas revenues	40,423	34,154
Joint interest billings	27,945	19,347
Other	7,077	5,167
Derivative instruments	1,715	—
Lease and well equipment inventory	2,929	3,045
Prepaid expenses and other assets	5,578	3,327
Total current assets	309,976	279,182
Property and equipment, at cost		
Oil and natural gas properties, full-cost method		
Evaluated	2,531,559	2,408,305
Unproved and unevaluated	564,813	479,736
Other property and equipment	175,139	160,795
Less accumulated depletion, depreciation and amortization	(1,898,296)	(1,864,311)
Net property and equipment	1,373,215	1,184,525
Other assets		
Derivative instruments	2,283	—
Other assets	919	958
Total other assets	3,202	958
Total assets	\$ 1,686,393	\$ 1,464,665
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 5,266	\$ 4,674
Accrued liabilities	111,492	101,460
Royalties payable	30,972	23,988
Amounts due to affiliates	2,515	8,651
Derivative instruments	8,321	24,203
Advances from joint interest owners	2,956	1,700
Amounts due to joint ventures	5,162	4,251
Other current liabilities	621	578
Total current liabilities	167,305	169,505
Long-term liabilities		
Senior unsecured notes payable	573,968	573,924
Asset retirement obligations	21,482	19,725
Derivative instruments	—	751
Amounts due to joint ventures	860	1,771
Other long-term liabilities	7,282	7,544
Total long-term liabilities	603,592	603,715
Commitments and contingencies (Note 10)		
Shareholders' equity		
Common stock - \$0.01 par value, 120,000,000 shares authorized; 100,203,648 and 99,518,764 shares issued; and 100,135,608 and 99,511,931 shares outstanding, respectively	1,002	995
Additional paid-in capital	1,444,263	1,325,481
Accumulated deficit	(592,367)	(636,351)
Treasury stock, at cost, 68,040 and 6,833 shares, respectively	(633)	—
Total Matador Resources Company shareholders' equity	852,265	690,125
Non-controlling interest in subsidiaries	63,231	1,320
Total shareholders' equity	915,496	691,445

The accompanying notes are an integral part of these financial statements.

Matador Resources Company and Subsidiaries

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED
(In thousands, except per share data)

	Three Months Ended March 31,	
	2017	2016
Revenues		
Oil and natural gas revenues	\$ 114,847	\$ 43,926
Third-party midstream services revenues	1,555	473
Realized (loss) gain on derivatives	(2,219)	7,063
Unrealized gain (loss) on derivatives	20,631	(6,839)
Total revenues	<u>134,814</u>	<u>44,623</u>
Expenses		
Production taxes, transportation and processing	11,807	7,902
Lease operating	15,758	14,511
Plant and other midstream services operating	2,341	1,027
Depletion, depreciation and amortization	33,992	28,923
Accretion of asset retirement obligations	300	264
Full-cost ceiling impairment	—	80,462
General and administrative	16,338	13,163
Total expenses	<u>80,536</u>	<u>146,252</u>
Operating income (loss)	54,278	(101,629)
Other income (expense)		
Net gain on asset sales and inventory impairment	7	1,065
Interest expense	(8,455)	(7,197)
Other income	70	94
Total other expense	<u>(8,378)</u>	<u>(6,038)</u>
Net income (loss)	45,900	(107,667)
Net (income) loss attributable to non-controlling interest in subsidiaries	(1,916)	13
Net income (loss) attributable to Matador Resources Company shareholders	<u>\$ 43,984</u>	<u>\$ (107,654)</u>
Earnings (loss) per common share		
Basic	\$ 0.44	\$ (1.26)
Diluted	\$ 0.44	\$ (1.26)
Weighted average common shares outstanding		
Basic	99,799	85,305
Diluted	<u>100,298</u>	<u>85,305</u>

The accompanying notes are an integral part of these financial statements.

Matador Resources Company and Subsidiaries
**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY - UNAUDITED
(In thousands)**
For the Three Months Ended March 31, 2017

	Common Stock		Additional paid-in capital	Accumulated deficit	Treasury Stock		Total shareholders' equity attributable to Matador Resources Company	Non-controlling interest in subsidiaries	Total shareholders' equity
	Shares	Amount			Shares	Amount			
Balance at January 1, 2017	99,519	\$ 995	\$ 1,325,481	\$ (636,351)	6	\$ —	\$ 690,125	\$ 1,320	\$ 691,445
Issuance of common stock pursuant to employee stock compensation plan	406	4	(4)	—	—	—	—	—	—
Common stock issued to Board members and advisors	19	—	—	—	—	—	—	—	—
Stock-based compensation expense related to equity-based awards	—	—	4,318	—	—	—	4,318	—	4,318
Stock options exercised, net of options forfeited in net share settlements	260	3	716	—	—	—	719	—	719
Restricted stock forfeited	—	—	—	—	62	(633)	(633)	—	(633)
Purchase of non-controlling interest of less-than-wholly-owned subsidiary	—	—	(1,250)	—	—	—	(1,250)	(1,403)	(2,653)
Contributions related to formation of Joint Venture (see Note 3)	—	—	115,002	—	—	—	115,002	56,498	171,500
Contributions from non-controlling interest owners of less-than-wholly-owned subsidiaries	—	—	—	—	—	—	—	4,900	4,900
Current period net income	—	—	—	43,984	—	—	43,984	1,916	45,900
Balance at March 31, 2017	100,204	\$ 1,002	\$ 1,444,263	\$ (592,367)	68	\$ (633)	\$ 852,265	\$ 63,231	\$ 915,496

The accompanying notes are an integral part of these financial statements.

Matador Resources Company and Subsidiaries

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED
(In thousands)

	Three Months Ended March 31,	
	2017	2016
Operating activities		
Net income (loss)	\$ 45,900	\$ (107,667)
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Unrealized (gain) loss on derivatives	(20,631)	6,839
Depletion, depreciation and amortization	33,992	28,923
Accretion of asset retirement obligations	300	264
Full-cost ceiling impairment	—	80,462
Stock-based compensation expense	4,166	2,243
Amortization of debt issuance cost	44	300
Net gain on asset sales and inventory impairment	(7)	(1,065)
Changes in operating assets and liabilities		
Accounts receivable	(16,777)	7,307
Lease and well equipment inventory	147	150
Prepaid expenses	(2,251)	(47)
Other assets	39	97
Accounts payable, accrued liabilities and other current liabilities	8,256	2,591
Royalties payable	6,984	(3,975)
Advances from joint interest owners	1,255	2,524
Income taxes payable	—	(2,463)
Other long-term liabilities	(108)	1,875
Net cash provided by operating activities	61,309	18,358
Investing activities		
Oil and natural gas properties capital expenditures	(204,457)	(74,370)
Expenditures for other property and equipment	(20,867)	(27,409)
Proceeds from sale of assets	350	—
Restricted cash	—	43,337
Restricted cash in less-than-wholly-owned subsidiaries	(13,346)	510
Net cash used in investing activities	(238,320)	(57,932)
Financing activities		
Proceeds from issuance of common stock	—	142,350
Cost to issue equity	—	(614)
Proceeds from stock options exercised	1,981	—
Contributions related to formation of Joint Venture	171,500	—
Contributions from non-controlling interest owners of less-than-wholly-owned subsidiaries	4,900	—
Taxes paid related to net share settlement of stock-based compensation	(1,896)	(565)
Purchase of non-controlling interest of less-than-wholly-owned subsidiary	(2,653)	—
Net cash provided by financing activities	173,832	141,171
(Decrease) increase in cash	(3,179)	101,597
Cash at beginning of period	212,884	16,732
Cash at end of period	\$ 209,705	\$ 118,329

Supplemental disclosures of cash flow information (Note 11)

The accompanying notes are an integral part of these financial statements.

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED

NOTE 1 - NATURE OF OPERATIONS

Matador Resources Company, a Texas corporation (“Matador” and, collectively with its subsidiaries, the “Company”), 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. The Company’s 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. The Company 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, the Company conducts midstream operations, primarily through its midstream joint venture, San Mateo Midstream, LLC (“San Mateo” or the “Joint Venture”), in support of the Company’s exploration, development and production operations and provides natural gas processing, natural gas, oil and salt water gathering services and salt water disposal services to third parties on a limited basis.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Interim Financial Statements, Basis of Presentation, Consolidation and Significant Estimates

The interim unaudited condensed consolidated financial statements of Matador and its subsidiaries have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”) but do not include all of the information and footnotes required by generally accepted accounting principles in the United States of America (“U.S. GAAP”) for complete financial statements and should be read in conjunction with the Company’s audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2016 (the “Annual Report”) filed with the SEC. The Company consolidates certain subsidiaries and joint ventures that are less than wholly owned and are not involved in oil and natural gas exploration, including San Mateo, and the net income and equity attributable to the non-controlling interest in these subsidiaries have been reported separately as required by Accounting Standards Codification (“ASC”) 810. The Company proportionately consolidates certain joint ventures that are less than wholly owned and are involved in oil and natural gas exploration. All intercompany accounts and transactions have been eliminated in consolidation. In management’s opinion, these interim unaudited condensed consolidated financial statements include all adjustments, consisting only of normal, recurring adjustments, which are necessary for a fair presentation of the Company’s interim unaudited condensed consolidated financial statements as of March 31, 2017. Amounts as of December 31, 2016 are derived from the Company’s audited consolidated financial statements in the Annual Report.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. These estimates and assumptions may also affect disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company’s interim unaudited condensed consolidated financial statements are based on a number of significant estimates, including accruals for oil and natural gas revenues, accrued assets and liabilities primarily related to oil and natural gas operations, stock-based compensation, valuation of derivative instruments and oil and natural gas reserves. The estimates of oil and natural gas reserves quantities and future net cash flows are the basis for the calculations of depletion and impairment of oil and natural gas properties, as well as estimates of asset retirement obligations and certain tax accruals. While the Company believes its estimates are reasonable, changes in facts and assumptions or the discovery of new information may result in revised estimates. Actual results could differ from these estimates.

Reclassifications

Certain reclassifications have been made to the prior periods’ financial statements to conform to the current period presentation. As a result of the growth of the Company’s midstream operations, these operations met the required threshold for segment reporting. As a result, \$0.5 million for the three months ended March 31, 2016 was reclassified from other income to third-party midstream services revenues. In addition, \$1.0 million related to midstream operating costs for the three months ended March 31, 2016 was reclassified from lease operating expenses to plant and other midstream services operating expenses. These reclassifications had no effect on previously reported results of operations, cash flows or retained earnings.

Property and Equipment

The Company uses the full-cost method of accounting for its investments in oil and natural gas properties. Under this method, the Company is required to perform a ceiling test each quarter that determines a limit, or ceiling, on the capitalized costs of oil and natural gas properties based primarily on the after-tax estimated future net cash flows from oil and natural gas properties using a 10% discount rate and the arithmetic average of first-day-of-the-month oil and natural gas prices for the prior 12-month period. For the three months ended March 31, 2017, the cost center ceiling was higher than the capitalized costs of oil and natural gas properties; no impairment charge was necessary. However, due primarily to declines in oil and natural gas

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

prices in early 2016, the capitalized costs of oil and natural gas properties exceeded the cost center ceiling for the three months ended March 31, 2016, and as a result, the Company recorded an impairment charge to its net capitalized costs of \$80.5 million in its interim unaudited condensed consolidated statements of operations for the three months ended March 31, 2016.

The Company capitalized approximately \$5.6 million and \$2.0 million of its general and administrative costs for the three months ended March 31, 2017 and 2016, respectively, and approximately \$1.2 million and \$0.4 million of its interest expense for the three months ended March 31, 2017 and 2016, respectively.

Earnings (Loss) Per Common Share

The Company reports basic earnings (loss) attributable to Matador Resources Company shareholders per common share, which excludes the effect of potentially dilutive securities, and diluted earnings (loss) attributable to Matador Resources Company shareholders per common share, which includes the effect of all potentially dilutive securities unless their impact is anti-dilutive.

The following table sets forth the computation of diluted weighted average common shares outstanding for the three months ended March 31, 2017 and 2016 (in thousands).

	Three Months Ended March 31,	
	2017	2016
Weighted average common shares outstanding		
Basic	99,799	85,305
Dilutive effect of options, restricted stock units and preferred shares	499	—
Diluted weighted average common shares outstanding	100,298	85,305

A total of 3.0 million options to purchase shares of the Company's common stock and 0.1 million restricted stock units were excluded from the diluted weighted average common shares outstanding for the three months ended March 31, 2016 because their effects were anti-dilutive. Additionally, 1.0 million restricted shares, which are participating securities, were excluded from the calculations above for the three months ended March 31, 2016, as the security holders do not have the obligation to share in the losses of the Company.

Recent Accounting Pronouncements

Revenue from Contracts with Customers. In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which specifies how and when to recognize revenue. This standard requires expanded disclosures surrounding revenue recognition and is intended to improve, and converge with international standards, the financial reporting requirements for revenue from contracts with customers. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 for one year to fiscal years beginning after December 15, 2017. Early adoption is permitted for fiscal years beginning after December 15, 2016. In May 2016, the FASB issued ASU 2016-11, which rescinds guidance from the SEC on accounting for gas balancing arrangements and will eliminate the use of the entitlements method. Entities have the option of using either a full retrospective or modified approach to adopt the new standards. In December 2016, the FASB issued ASU 2016-20, which clarifies disclosure requirements in ASU 2014-09. The Company expects to adopt the new guidance effective January 1, 2018 using the modified approach. The Company is evaluating the new guidance, including (i) identification of revenue streams and (ii) review of contracts and procedures currently in place.

Leases. In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous U.S. GAAP. This ASU will become effective for fiscal years beginning after December 15, 2018 with early adoption permitted. Entities are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The modified retrospective approach includes a number of optional practical expedients that entities may elect to apply. These practical expedients relate to the identification and classification of leases that commenced before the effective date, initial direct costs for leases that commenced before the effective date and the ability to use hindsight in evaluating lessee options to extend or terminate a lease or to purchase the underlying asset. The Company is currently evaluating the impact of the adoption of this ASU on its consolidated financial statements.

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Statement of Cash Flows. In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230)*, which specifies that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. This ASU will become effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The update should be applied using a retrospective transition method to each period presented. The Company believes that the impact of the adoption of this ASU will change the presentation of its beginning and ending cash balances on its Consolidated Statements of Cash Flows and eliminate the presentation of changes in restricted cash balances from investing activities on its Consolidated Statements of Cash Flows.

Clarifying the Definition of a Business. In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805)*, which specifies the minimum inputs and processes required for an integrated set of assets and activities to meet the definition of a business. This ASU will become effective for fiscal years beginning after December 15, 2017 with early adoption permitted. Entities are required to apply guidance prospectively upon adoption. The Company is currently evaluating the impact of the adoption of this ASU on its consolidated financial statements.

NOTE 3 – BUSINESS COMBINATION

Joint Venture

On February 17, 2017, the Company contributed substantially all of its midstream assets located in the Rustler Breaks (Eddy County, New Mexico) and Wolf (Loving County, Texas) asset areas in the Delaware Basin to San Mateo, a joint venture with a subsidiary of Five Point Capital Partners LLC (“Five Point”). The midstream assets contributed to San Mateo include (i) the Black River cryogenic natural gas processing plant in the Rustler Breaks asset area (the “Black River Processing Plant”); (ii) one salt water disposal well and a related commercial salt water disposal facility in the Rustler Breaks asset area; (iii) three salt water disposal wells and related commercial salt water disposal facilities in the Wolf asset area; and (iv) substantially all related oil, natural gas and water gathering systems and pipelines in both the Rustler Breaks and Wolf asset areas (collectively, the “Delaware Midstream Assets”). The Company continues to operate the Delaware Midstream Assets. The Company retained its ownership in certain midstream assets in South Texas and Northwest Louisiana, which are not part of the Joint Venture.

The Company and Five Point own 51% and 49% of the Joint Venture, respectively. Five Point provided initial cash consideration of \$176.4 million to the Joint Venture in exchange for its 49% interest. Approximately \$171.5 million of this cash contribution by Five Point was distributed by the Joint Venture to the Company as a special distribution. The Company may earn an additional \$73.5 million in performance incentives over the next five years. The Company contributed the Delaware Midstream Assets and \$5.1 million in cash to the Joint Venture in exchange for its 51% interest. The parties to the Joint Venture have also committed to spend up to an additional \$140.0 million in the aggregate to expand the Joint Venture’s midstream operations and asset base. The Joint Venture is consolidated in the Company’s interim unaudited condensed consolidated financial statements with Five Point’s interest in the Joint Venture being accounted for as a non-controlling interest.

In connection with the Joint Venture, the Company dedicated its current and future leasehold interests in the Rustler Breaks and Wolf asset areas pursuant to 15-year, fixed-fee natural gas, oil and salt water gathering agreements and salt water disposal agreements, effective as of February 1, 2017. In addition, the Company dedicated its current and future leasehold interests in the Rustler Breaks asset area pursuant to a 15-year, fixed fee natural gas processing agreement (see Note 10).

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 4 - ASSET RETIREMENT OBLIGATIONS

The following table summarizes the changes in the Company's asset retirement obligations for the three months ended March 31, 2017 (in thousands).

Beginning asset retirement obligations	\$ 20,640
Liabilities incurred during period	577
Liabilities settled during period	(130)
Revisions in estimated cash flows	794
Accretion expense	300
Ending asset retirement obligations	22,181
Less: current asset retirement obligations ⁽¹⁾	(699)
Long-term asset retirement obligations	<u>\$ 21,482</u>

(1) Included in accrued liabilities in the Company's interim unaudited condensed consolidated balance sheet at March 31, 2017.

NOTE 5 - DEBT

At March 31, 2017 and May 3, 2017, the Company had \$575.0 million of outstanding 6.875% senior notes due 2023, no borrowings outstanding under the Company's revolving credit agreement (the "Credit Agreement") and approximately \$0.8 million in outstanding letters of credit issued pursuant to the Credit Agreement.

Credit Agreement

The borrowing base under the Credit Agreement is determined semi-annually as of May 1 and November 1 by the lenders based primarily on the estimated value of the Company's proved oil and natural gas reserves at December 31 and June 30 of each year, respectively. Both the Company and the lenders may request an unscheduled redetermination of the borrowing base once each between scheduled redetermination dates. During the first quarter of 2017, the lenders completed their review of the Company's proved oil and natural gas reserves at December 31, 2016, and on April 28, 2017, the borrowing base was increased to \$450.0 million and the maximum facility amount remained at \$500.0 million. The Company elected to keep the borrowing commitment at \$400.0 million. Borrowings under the Credit Agreement are limited to the least of the borrowing base, the maximum facility amount and the elected commitment. The Credit Agreement matures on October 16, 2020.

In the event of an increase in the elected commitment, the Company is required to pay a fee to the lenders equal to a percentage of the amount of the increase, which is determined based on market conditions at the time of the increase. Total deferred loan costs were \$1.2 million at March 31, 2017, and these costs are being amortized over the term of the Credit Agreement, which approximates amortization of these costs using the effective interest method. If, upon a redetermination of the borrowing base, the borrowing base were to be less than the outstanding borrowings under the Credit Agreement at any time, the Company would be required to provide additional collateral satisfactory in nature and value to the lenders to increase the borrowing base to an amount sufficient to cover such excess or to repay the deficit in equal installments over a period of six months.

The Company believes that it was in compliance with the terms of the Credit Agreement at March 31, 2017.

Senior Unsecured Notes

On April 14, 2015 and December 9, 2016, the Company issued \$400.0 million and \$175.0 million, respectively, of 6.875% senior notes due 2023 (collectively, the "Notes"). The Notes mature on April 15, 2023, and interest is payable semi-annually in arrears on April and October 15 of each year.

On February 17, 2017, in connection with the formation of San Mateo (see Note 3), Matador entered into a Fourth Supplemental Indenture (the "Fourth Supplemental Indenture"), which supplements the indenture governing the Notes. Pursuant to the Fourth Supplemental Indenture, (i) Longwood Midstream Holdings, LLC, the holder of Matador's 51% equity interest in San Mateo, was designated as a guarantor of the Notes and (ii) DLK Black River Midstream, LLC and Black River Water Management Company, LLC, each subsidiaries of San Mateo, were released as parties to, and as guarantors of, the Notes. The guarantors of the Notes, following the effectiveness of the Fourth Supplemental Indenture, are referred to herein as the "Guarantor Subsidiaries." San Mateo

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 5 - DEBT - Continued

and its subsidiaries (the “Non-Guarantor Subsidiaries”) are not guarantors of the Notes, although they remain restricted subsidiaries under the indenture governing the Notes.

The following presents condensed consolidating financial information on an issuer (Matador), Non-Guarantor Subsidiaries, Guarantor Subsidiaries and consolidated basis (in thousands). Elimination entries are necessary to combine the entities. This financial information is presented in accordance with the requirements of Rule 3-10 of Regulation S-X. The following financial information may not necessarily be indicative of results of operations, cash flows or financial position had the Guarantor Subsidiaries operated as independent entities.

Condensed Consolidating Balance Sheet
March 31, 2017

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
ASSETS					
Intercompany receivable	\$ 389,913	\$ 2,762	\$ —	\$ (392,675)	\$ —
Other current assets	1,850	15,153	292,973	—	309,976
Net property and equipment	4	124,974	1,248,237	—	1,373,215
Investment in subsidiaries	1,052,474	—	65,812	(1,118,286)	—
Other long-term assets	—	—	3,202	—	3,202
Total assets	<u>\$ 1,444,241</u>	<u>\$ 142,889</u>	<u>\$ 1,610,224</u>	<u>\$ (1,510,961)</u>	<u>\$ 1,686,393</u>
LIABILITIES AND EQUITY					
Intercompany payable	\$ —	\$ —	\$ 392,675	\$ (392,675)	\$ —
Other current liabilities	18,008	13,272	136,025	—	167,305
Senior unsecured notes payable	573,968	—	—	—	573,968
Other long-term liabilities	—	574	29,050	—	29,624
Total equity attributable to Matador Resources Company	852,265	65,812	1,052,474	(1,118,286)	852,265
Non-controlling interest in subsidiaries	—	63,231	—	—	63,231
Total liabilities and equity	<u>\$ 1,444,241</u>	<u>\$ 142,889</u>	<u>\$ 1,610,224</u>	<u>\$ (1,510,961)</u>	<u>\$ 1,686,393</u>

Condensed Consolidating Balance Sheet
December 31, 2016

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
ASSETS					
Intercompany receivable	\$ 316,791	\$ 3,571	\$ 12,091	\$ (332,453)	\$ —
Other current assets	101,102	4,242	173,838	—	279,182
Net property and equipment	33	113,107	1,071,385	—	1,184,525
Investment in subsidiaries	856,762	—	90,275	(947,037)	—
Other long-term assets	—	—	958	—	958
Total assets	<u>\$ 1,274,688</u>	<u>\$ 120,920</u>	<u>\$ 1,348,547</u>	<u>\$ (1,279,490)</u>	<u>\$ 1,464,665</u>
LIABILITIES AND EQUITY					
Intercompany payable	\$ —	\$ 12,091	\$ 320,362	\$ (332,453)	\$ —
Other current liabilities	9,265	16,632	143,608	—	169,505
Senior unsecured notes payable	573,924	—	—	—	573,924
Other long-term liabilities	1,374	602	27,815	—	29,791
Total equity attributable to Matador Resources Company	690,125	90,275	856,762	(947,037)	690,125
Non-controlling interest in subsidiaries	—	1,320	—	—	1,320
Total liabilities and equity	<u>\$ 1,274,688</u>	<u>\$ 120,920</u>	<u>\$ 1,348,547</u>	<u>\$ (1,279,490)</u>	<u>\$ 1,464,665</u>

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 5 - DEBT - Continued

Condensed Consolidating Statement of Operations
For the Three Months Ended March 31, 2017

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
Total revenues	\$ —	\$ 9,663	\$ 132,648	\$ (7,497)	\$ 134,814
Total expenses	1,260	3,868	82,905	(7,497)	80,536
Operating (loss) income	(1,260)	5,795	49,743	—	54,278
Net gain on asset sales and inventory impairment	—	—	7	—	7
Interest expense	(8,455)	—	—	—	(8,455)
Other income	27	—	43	—	70
Earnings in subsidiaries	53,672	—	3,825	(57,497)	—
Income before income taxes	43,984	5,795	53,618	(57,497)	45,900
Total income tax provision (benefit)	—	54	(54)	—	—
Net income attributable to non-controlling interest in subsidiaries	—	(1,916)	—	—	(1,916)
Net income attributable to Matador Resources Company shareholders	\$ 43,984	\$ 3,825	\$ 53,672	\$ (57,497)	\$ 43,984

Condensed Consolidating Statement of Operations
For the Three Months Ended March 31, 2016

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
Total revenues	\$ —	\$ 1,317	\$ 44,047	\$ (741)	\$ 44,623
Total expenses	1,935	1,133	143,925	(741)	146,252
Operating (loss) income	(1,935)	184	(99,878)	—	(101,629)
Net gain on asset sales and inventory impairment	—	—	1,065	—	1,065
Interest expense	(6,875)	—	(322)	—	(7,197)
Other income	—	—	94	—	94
(Loss) earnings in subsidiaries	(98,851)	—	190	98,661	—
(Loss) income before income taxes	(107,661)	184	(98,851)	98,661	(107,667)
Total income tax (benefit) provision	(7)	7	—	—	—
Net loss attributable to non-controlling interest in subsidiaries	—	13	—	—	13
Net (loss) income attributable to Matador Resources Company shareholders	\$ (107,654)	\$ 190	\$ (98,851)	\$ 98,661	\$ (107,654)

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 5 - DEBT - Continued

Condensed Consolidating Statement of Cash Flows
For the Three Months Ended March 31, 2017

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
Net cash (used in) provided by operating activities	\$ (99,235)	\$ (1,064)	\$ 161,608	\$ —	\$ 61,309
Net cash provided by (used in) investing activities	29	(32,950)	(63,359)	(142,040)	(238,320)
Net cash provided by financing activities	—	31,707	85	142,040	173,832
(Decrease) increase in cash	(99,206)	(2,307)	98,334	—	(3,179)
Cash at beginning of period	99,795	2,307	110,782	—	212,884
Cash at end of period	<u>\$ 589</u>	<u>\$ —</u>	<u>\$ 209,116</u>	<u>\$ —</u>	<u>\$ 209,705</u>

Condensed Consolidating Statement of Cash Flows
For the Three Months Ended March 31, 2016

	Matador	Non-Guarantor Subsidiaries	Guarantor Subsidiaries	Eliminating Entries	Consolidated
Net cash (used in) provided by operating activities	\$ (5,663)	\$ 4,294	\$ 19,727	\$ —	\$ 18,358
Net cash used in investing activities	(109,810)	(26,482)	(53,675)	132,035	(57,932)
Net cash provided by financing activities	141,736	22,225	109,245	(132,035)	141,171
Increase in cash	26,263	37	75,297	—	101,597
Cash at beginning of period	80	186	16,466	—	16,732
Cash at end of period	<u>\$ 26,343</u>	<u>\$ 223</u>	<u>\$ 91,763</u>	<u>\$ —</u>	<u>\$ 118,329</u>

NOTE 6 - INCOME TAXES

The Company's deferred tax assets exceed its deferred tax liabilities due to the deferred tax assets generated by the full-cost ceiling impairment charges recorded in prior periods; as a result, the Company established a valuation allowance against most of the deferred tax assets beginning in the third quarter of 2015. The Company retained a full valuation allowance at March 31, 2017 due to uncertainties regarding the future realization of its deferred tax assets. The valuation allowance will continue to be recognized until the realization of future deferred tax benefits are more likely than not to be utilized.

NOTE 7 - STOCK-BASED COMPENSATION

In February 2017, the Company granted awards of 228,174 shares of restricted stock and options to purchase 590,128 shares of the Company's common stock at an exercise price of \$27.26 per share to certain of its employees. The fair value of these awards was approximately \$12.4 million. All of these awards vest ratably over three years. In February 2017, the Company also granted awards of 174,561 shares of restricted stock and options to purchase 444,491 shares of the Company's common stock at an exercise price of \$26.86 per share to certain of its employees. The fair value of these awards was approximately \$9.3 million. All of these awards vest ratably over three years.

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 8 - DERIVATIVE FINANCIAL INSTRUMENTS

At March 31, 2017, the Company had various costless collar contracts open and in place to mitigate its exposure to oil and natural gas price volatility, each with a specific term (calculation period), notional quantity (volume hedged) and price floor and ceiling. Each contract is set to expire at varying times during 2017 and 2018.

The following is a summary of the Company's open costless collar contracts for oil and natural gas at March 31, 2017.

Commodity	Calculation Period	Notional Quantity (Bbl or MMBtu)	Weighted Average Price Floor (\$/Bbl or \$/MMBtu)	Weighted Average Price Ceiling (\$/Bbl or \$/MMBtu)	Fair Value of Asset (Liability) (thousands)
Oil	04/01/2017 - 12/31/2017	3,690,000	\$ 45.17	\$ 55.75	\$ (3,493)
Oil	01/01/2018 - 12/31/2018	1,920,000	\$ 43.91	\$ 63.44	2,205
Natural Gas	04/01/2017 - 12/31/2017	18,810,000	\$ 2.51	\$ 3.60	(2,502)
Natural Gas	01/01/2018 - 12/31/2018	13,200,000	\$ 2.53	\$ 3.68	(533)
Total open derivative financial instruments					\$ (4,323)

These derivative financial instruments are subject to master netting arrangements; all but one counterparty allow for cross-commodity master netting provided the settlement dates for the commodities are the same. The Company does not present different types of commodities with the same counterparty on a net basis in its interim unaudited condensed consolidated balance sheets.

The following table presents the gross asset and liability fair values of the Company's commodity price derivative financial instruments and the location of these balances in the interim unaudited condensed consolidated balance sheets as of March 31, 2017 and December 31, 2016 (in thousands).

Derivative Instruments	Gross amounts recognized	Gross amounts netted in the condensed consolidated balance sheets	Net amounts presented in the condensed consolidated balance sheets
March 31, 2017			
Current assets	\$ 5,399	\$ (3,684)	\$ 1,715
Other assets	6,137	(3,854)	2,283
Current liabilities	(12,005)	3,684	(8,321)
Other liabilities	(3,854)	3,854	—
Total	\$ (4,323)	\$ —	\$ (4,323)
December 31, 2016			
Current liabilities	\$ (24,203)	\$ —	\$ (24,203)
Other liabilities	(751)	—	(751)
Total	\$ (24,954)	\$ —	\$ (24,954)

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 8 - DERIVATIVE FINANCIAL INSTRUMENTS - Continued

The following table summarizes the location and aggregate fair value of all derivative financial instruments recorded in the interim unaudited condensed consolidated statements of operations for the periods presented (in thousands). These derivative financial instruments are not designated as hedging instruments.

Type of Instrument	Location in Condensed Consolidated Statement of Operations	Three Months Ended March 31,	
		2017	2016
Derivative Instrument			
Oil	Revenues: Realized (loss) gain on derivatives	\$ (1,635)	\$ 5,464
Natural Gas	Revenues: Realized (loss) gain on derivatives	(584)	1,599
	Realized (loss) gain on derivatives	(2,219)	7,063
Oil	Revenues: Unrealized gain (loss) on derivatives	17,780	(7,654)
Natural Gas	Revenues: Unrealized gain on derivatives	2,851	815
	Unrealized gain (loss) on derivatives	20,631	(6,839)
	Total	\$ 18,412	\$ 224

NOTE 9 - FAIR VALUE MEASUREMENTS

The Company measures and reports certain financial and non-financial assets and liabilities on a fair value basis. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). Fair value measurements are classified and disclosed in one of the following categories.

Level 1 Unadjusted quoted prices for identical, unrestricted assets or liabilities in active markets.

Level 2 Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability. This category includes those derivative instruments that are valued with industry standard models that consider various inputs including: (i) quoted forward prices for commodities, (ii) time value of money and (iii) current market and contractual prices for the underlying instruments, as well as other relevant economic measures. Substantially all of these inputs are observable in the marketplace throughout the full term of the derivative instrument and can be derived from observable data or supported by observable levels at which transactions are executed in the marketplace.

Level 3 Unobservable inputs that are not corroborated by market data that reflect a company's own market assumptions.

Financial and non-financial assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement requires judgment, which may affect the valuation of the fair value of assets and liabilities and their placement within the fair value hierarchy levels.

The following tables summarize the valuation of the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis in accordance with the classifications provided above as of March 31, 2017 and December 31, 2016 (in thousands).

Description	Fair Value Measurements at March 31, 2017 using			
	Level 1	Level 2	Level 3	Total
Assets (Liabilities)				
Oil and natural gas derivatives	\$ —	\$ 3,998	\$ —	\$ 3,998
Oil and natural gas derivatives	\$ —	\$ (8,321)	\$ —	\$ (8,321)
Total	\$ —	\$ (4,323)	\$ —	\$ (4,323)

Matador Resources Company and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 9 - FAIR VALUE MEASUREMENTS - Continued

Description	Fair Value Measurements at December 31, 2016 using			
	Level 1	Level 2	Level 3	Total
Liabilities				
Oil and natural gas derivatives	\$ —	\$ (24,954)	\$ —	\$ (24,954)
Total	\$ —	\$ (24,954)	\$ —	\$ (24,954)

Additional disclosures related to derivative financial instruments are provided in Note 8.

Other Fair Value Measurements

At March 31, 2017 and December 31, 2016, the carrying values reported on the interim unaudited condensed consolidated balance sheets for accounts receivable, prepaid expenses, accounts payable, accrued liabilities, royalties payable, amounts due to affiliates, advances from joint interest owners, amounts due to joint ventures and other current liabilities approximated their fair values due to their short-term maturities.

At March 31, 2017 and December 31, 2016, the fair value of the Notes was \$598.1 million and \$605.2 million, respectively, based on quoted market prices, which represent Level 1 inputs in the fair value hierarchy.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Processing, Transportation and Salt Water Disposal CommitmentsEagle Ford

Effective September 1, 2012, the Company entered into a firm five-year natural gas processing and transportation agreement whereby the Company committed to transport the anticipated natural gas production from a significant portion of its Eagle Ford acreage in South Texas through the counterparty's system for processing at the counterparty's facilities. The agreement also includes firm transportation of the natural gas liquids extracted at the counterparty's processing plant downstream for fractionation. After processing, the residue natural gas is purchased by the counterparty at the tailgate of its processing plant and further transported under its natural gas transportation agreements. The arrangement contains fixed processing and liquids transportation and fractionation fees, and the revenue the Company receives varies with the quality of natural gas transported to the processing facilities and the contract period.

Under this agreement, if the Company does not meet 80% of the maximum thermal quantity transportation and processing commitments in a contract year, it will be required to pay a deficiency fee per MMBtu of natural gas deficiency. Any quantity in excess of the maximum MMBtu delivered in a contract year can be carried over to the next contract year for purposes of calculating the natural gas deficiency. During certain prior periods, the Company had an immaterial natural gas deficiency, and the counterparty to this agreement waived the deficiency fee. The Company paid \$0.5 million and \$0.9 million in processing and transportation fees under this agreement during the three months ended March 31, 2017 and 2016, respectively. The future undiscounted minimum payment under this agreement as of March 31, 2017 was \$0.6 million.

Delaware Basin — Loving County, Texas Natural Gas Processing

In late 2015, the Company entered into a 15-year, fixed-fee natural gas gathering and processing agreement whereby the Company committed to deliver the anticipated natural gas production from a significant portion of its Loving County, Texas acreage in West Texas through the counterparty's gathering system for processing at the counterparty's facilities. Under this agreement, if the Company does not meet the volume commitment for transportation and processing at the facilities in a contract year, it will be required to pay a deficiency fee per MMBtu of natural gas deficiency. At the end of each year of the agreement, the Company can elect to have the previous year's actual transportation and processing volumes be the new minimum commitment for each of the remaining years of the contract. As such, the Company has the ability to unilaterally reduce the gathering and processing commitment if the Company's production in the Loving County area is less than the Company's currently projected production. If the Company ceased operations in this area at March 31, 2017, the total deficiency fee required to be paid would be approximately \$11.7 million. In addition, if the Company elects to reduce the gathering and processing commitment in any year, the Company has the ability to elect to increase the committed volumes in any future year to the originally agreed gathering and processing commitment. Any quantity in excess of the volume commitment delivered in a contract year can be carried over to the next contract year for purposes of calculating the natural gas deficiency. The Company paid approximately \$3.2 million and \$2.0 million in natural gas processing and gathering fees under

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 10 - COMMITMENTS AND CONTINGENCIES - Continued

this agreement during the three months ended March 31, 2017 and 2016, respectively. The Company can elect to either sell the residue gas to the counterparty at the tailgate of its processing plants or have the counterparty deliver to the Company the residue gas in-kind to be sold to third parties downstream of the plants.

Delaware Basin — San Mateo

In connection with the Joint Venture, effective as of February 1, 2017, the Company dedicated its current and future leasehold interests in the Rustler Breaks and Wolf asset areas pursuant to 15-year, fixed-fee natural gas, oil and salt water gathering agreements and salt water disposal agreements. In addition, the Company dedicated its current and future leasehold interests in the Rustler Breaks asset area pursuant to a 15-year, fixed-fee natural gas processing agreement (collectively with the gathering and salt water disposal agreements, the “Operational Agreements”). The Joint Venture will provide the Company with firm service under each of the Operational Agreements in exchange for certain minimum volume commitments. The minimum contractual obligation under the Operational Agreements at March 31, 2017 was approximately \$267.3 million.

On May 2, 2017, a subsidiary of San Mateo entered into an agreement with third parties for the engineering, procurement, construction and installation of an expansion of the Black River Processing Plant. The expansion is expected to be placed into service in 2018. Total commitments under this agreement are \$40.9 million. During the three months ended March 31, 2017, the subsidiary of San Mateo made a deposit of \$2.0 million to be credited against its obligations under this agreement. As of May 2, 2017, the remaining obligations under this agreement were \$38.9 million, which are expected to be incurred within the next year.

Other Commitments

The Company does not own or operate its own drilling rigs, but instead enters into contracts with third parties for such drilling rigs. These contracts establish daily rates for the drilling rigs and the term of the Company’s commitment for the drilling services to be provided, which have typically been for two years or less. The Company would incur a termination obligation if the Company elected to terminate a contract and if the drilling contractor were unable to secure replacement work for the contracted drilling rigs or if the drilling contractor were unable to secure replacement work for the contracted drilling rigs at the same daily rates being charged to the Company prior to the end of their respective contract terms. The Company’s undiscounted minimum outstanding aggregate termination obligations under its drilling rig contracts were approximately \$44.6 million at March 31, 2017.

At March 31, 2017, the Company had outstanding commitments to participate in the drilling and completion of various non-operated wells. If all of these wells are drilled and completed as proposed, the Company’s minimum outstanding aggregate commitments for its participation in these non-operated wells were approximately \$20.8 million at March 31, 2017. The Company expects these costs to be incurred within the next year.

Legal Proceedings

The Company is a party to several lawsuits encountered in the ordinary course of its business. While the ultimate outcome and impact to the Company cannot be predicted with certainty, in the opinion of management, it is remote that these lawsuits will have a material adverse impact on the Company’s financial condition, results of operations or cash flows.

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 11 - SUPPLEMENTAL DISCLOSURESAccrued Liabilities

The following table summarizes the Company's current accrued liabilities at March 31, 2017 and December 31, 2016 (in thousands).

	March 31, 2017	December 31, 2016
Accrued evaluated and unproved and unevaluated property costs	\$ 58,299	\$ 54,273
Accrued support equipment and facilities costs	10,939	15,139
Accrued lease operating expenses	11,091	16,009
Accrued interest on debt	15,688	6,541
Accrued asset retirement obligations	699	915
Accrued partners' share of joint interest charges	9,635	5,572
Other	5,141	3,011
Total accrued liabilities	\$ 111,492	\$ 101,460

Supplemental Cash Flow Information

The following table provides supplemental disclosures of cash flow information for the three months ended March 31, 2017 and 2016 (in thousands).

	Three Months Ended March 31,	
	2017	2016
Increase in asset retirement obligations related to mineral properties	\$ 1,434	\$ 1,606
Increase (decrease) in asset retirement obligations related to support equipment and facilities	\$ (194)	\$ (65)
Increase (decrease) in liabilities for oil and natural gas properties capital expenditures	\$ 2,820	\$ (11,622)
Decrease in liabilities for support equipment and facilities	\$ (6,329)	\$ (5,000)
Issuance of restricted stock units for Board and advisor services	\$ —	\$ 138
Stock-based compensation expense recognized as liability	\$ (152)	\$ (98)
Increase (decrease) in liabilities for accrued cost to issue equity	\$ (294)	\$ 216
Transfer of inventory from oil and natural gas properties	\$ 31	\$ 64

Matador Resources Company and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 12 - SEGMENT INFORMATION

The Company operates in two business segments: (i) exploration and production and (ii) midstream. The exploration and production segment is engaged in the acquisition, exploration and development of oil and natural gas properties and is currently 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. The Company 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. The midstream segment conducts midstream operations in support of the Company's exploration, development and production operations and provides natural gas processing, natural gas, oil and salt water gathering services and salt water disposal services to third parties on a limited basis. As of February 17, 2017, substantially all of the Company's midstream operations in the Rustler Breaks and Wolf asset areas in the Delaware Basin are conducted through San Mateo (see Note 3).

The following tables present selected financial information for the periods presented regarding the Company's business segments on a stand-alone basis, corporate expenses that are not allocated to a segment and the consolidation and elimination entries necessary to arrive at the financial information for the Company on a consolidated basis (in thousands). On a consolidated basis, midstream services revenues consist primarily of those revenues from midstream operations related to third parties, including working interest owners in the Company's operated wells. All midstream services revenues associated with Company-owned production are eliminated in consolidation. In evaluating the operating results of the exploration and production and midstream segments, the Company does not allocate certain expenses to the individual segments, including general and administrative expenses. Such expenses are reflected in the column labeled "Corporate."

	Exploration and Production	Midstream	Corporate	Consolidations and Eliminations	Consolidated Company
Three Months Ended March 31, 2017					
Oil and natural gas revenues	\$ 114,165	\$ 682	\$ —	\$ —	\$ 114,847
Midstream services revenues	—	9,616	—	(8,061)	1,555
Realized loss on derivatives	(2,219)	—	—	—	(2,219)
Unrealized gain on derivatives	20,631	—	—	—	20,631
Expenses ⁽¹⁾	68,339	4,503	15,755	(8,061)	80,536
Operating income (loss) ⁽²⁾	\$ 64,238	\$ 5,795	\$ (15,755)	\$ —	\$ 54,278
Total assets	\$ 1,296,823	\$ 166,148	\$ 223,422	\$ —	\$ 1,686,393
Capital expenditures ⁽³⁾	\$ 208,373	\$ 12,880	\$ 1,464	\$ —	\$ 222,717

(1) Includes depletion, depreciation, and amortization expenses of \$32.5 million and \$1.2 million for the exploration and production and midstream segments, respectively. Also includes corporate depletion, depreciation and amortization expenses of \$0.3 million.

(2) Includes \$1.9 million in net income attributable to non-controlling interest in subsidiaries related to the midstream segment.

(3) Includes \$4.7 million in capital expenditures attributable to non-controlling interest in subsidiaries related to the midstream segment.

Matador Resources Company and Subsidiaries
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS -
UNAUDITED - CONTINUED

NOTE 12 - SEGMENT INFORMATION - Continued

	Exploration and Production	Midstream	Corporate	Consolidations and Eliminations	Consolidated Company
Three Months Ended March 31, 2016					
Oil and natural gas revenues	\$ 43,809	\$ 117	\$ —	\$ —	\$ 43,926
Midstream services revenues	—	2,091	—	(1,618)	473
Realized gain on derivatives	7,063	—	—	—	7,063
Unrealized gain on derivatives	(6,839)	—	—	—	(6,839)
Expenses ⁽¹⁾	133,027	1,534	13,309	(1,618)	146,252
Operating (loss) income ⁽²⁾	\$ (88,994)	\$ 674	\$ (13,309)	\$ —	\$ (101,629)
Total assets	\$ 942,206	\$ 96,691	\$ 125,255	\$ —	\$ 1,164,152
Capital expenditures	\$ 64,807	\$ 21,058	\$ 1,254	\$ —	\$ 87,119

(1) Includes depletion, depreciation and amortization expenses of \$28.3 million and \$0.5 million for the exploration and production and midstream segments, respectively, and full-cost ceiling impairment expenses of \$80.5 million for the exploration and production segment. Also includes corporate depletion, depreciation and amortization expenses of \$0.1 million.

(2) Includes \$13,000 in net loss attributable to non-controlling interest in subsidiaries related to the midstream segment.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our interim unaudited condensed consolidated financial statements and related notes thereto contained herein and in our Annual Report on Form 10-K for the year ended December 31, 2016 (the “Annual Report”) filed with the Securities and Exchange Commission (“SEC”), along with Management’s Discussion and Analysis of Financial Condition and Results of Operations contained in the Annual Report. The Annual Report is accessible on the SEC’s website at www.sec.gov and on our website at www.matadorresources.com. Our discussion and analysis includes forward-looking information that involves risks and uncertainties and should be read in conjunction with the “Risk Factors” section of the Annual Report and the section entitled “Cautionary Note Regarding Forward-Looking Statements” below for information about the risks and uncertainties that could cause our actual results to be materially different than our forward-looking statements.

In this Quarterly Report on Form 10-Q (the “Quarterly Report”), references to “we,” “our” or the “Company” refer to Matador Resources Company and its subsidiaries as a whole and references to “Matador” refer solely to Matador Resources Company.

For certain oil and natural gas terms used in this Quarterly Report, please see the “Glossary of Oil and Natural Gas Terms” included with the Annual Report.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this Quarterly Report constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Additionally, forward-looking statements may be made orally or in press releases, conferences, reports, on our website or otherwise, in the future by us or on our behalf. Such statements are generally identifiable by the terminology used such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecasted,” “hypothetical,” “intend,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “should” or other similar words, although not all forward-looking statements contain such identifying words.

By their very nature, forward-looking statements require us to make assumptions that may not materialize or that may not be accurate. Forward-looking statements are subject to known and unknown risks and uncertainties and other factors that may cause actual results, levels of activity and achievements to differ materially from those expressed or implied by such statements. Such factors include, among others: general economic conditions, changes in oil, natural gas and natural gas liquids prices and the demand for oil, natural gas and natural gas liquids, the success of our drilling program, the timing of planned capital expenditures, the sufficiency of our cash flow from operations together with available borrowing capacity under our credit agreement, uncertainties in estimating proved reserves and forecasting production results, operational factors affecting the commencement or maintenance of producing wells, the condition of the capital markets generally, as well as our ability to access them, the proximity to our properties and capacity of transportation facilities, availability of acquisitions, our ability to integrate acquisitions with our business, weather and environmental conditions, uncertainties regarding environmental regulations or litigation and other legal or regulatory developments affecting our business, and the other factors discussed below and elsewhere in this Quarterly Report and in other documents that we file with or furnish to the United States Securities and Exchange Commission, or the SEC, all of which are difficult to predict. Forward-looking statements may include statements about:

- our business strategy;
- our reserves;
- our technology;
- our cash flows and liquidity;
- our financial strategy, budget, projections and operating results;
- our oil and natural gas realized prices;
- the timing and amount of future production of oil and natural gas;
- the availability of drilling and production equipment;
- the availability of oil field labor;
- the amount, nature and timing of capital expenditures, including future exploration and development costs;
- the availability and terms of capital;
- our drilling of wells;
- our ability to negotiate and consummate acquisition and divestiture opportunities;
- government regulation and taxation of the oil and natural gas industry;
- our marketing of oil and natural gas;
- our exploitation projects or property acquisitions;
- the integration of acquisitions with our business;

- our ability and the ability of our midstream joint venture to construct and operate midstream facilities, including the expansion of our Black River cryogenic natural gas processing plant and the drilling of additional salt water disposal wells;
- our costs of exploiting and developing our properties and conducting other operations;
- general economic conditions;
- competition in the oil and natural gas industry, including in both the exploration and production and midstream segments;
- the effectiveness of our risk management and hedging activities;
- environmental liabilities;
- counterparty credit risk;
- developments in oil-producing and natural gas-producing countries;
- our future operating results;
- estimated future reserves and the present value thereof; and
- our plans, objectives, expectations and intentions contained in this Quarterly Report or in our other filings with the SEC that are not historical.

Although we believe that the expectations conveyed by the forward-looking statements in this Quarterly Report are reasonable based on information available to us on the date hereof, no assurances can be given as to future results, levels of activity, achievements or financial condition.

You should not place undue reliance on any forward-looking statement and should recognize that the statements are predictions of future results, which may not occur as anticipated. Actual results could differ materially from those anticipated in the forward-looking statements and from historical results, due to the risks and uncertainties described above, as well as others not now anticipated. The impact of any one factor on a particular forward-looking statement is not determinable with certainty as such factors are interdependent upon other factors. The foregoing statements are not exclusive and further information concerning us, including factors that potentially could materially affect our financial results, may emerge from time to time. We do not intend to update forward-looking statements to reflect actual results or changes in factors or assumptions affecting such forward-looking statements, except as required by law, including the securities laws of the United States and the rules and regulations of the SEC.

Overview

We are an independent energy company founded in July 2003 and 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. Our 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. We also operate in the Eagle Ford shale play in South Texas and the Haynesville shale and Cotton Valley plays in Northwest Louisiana and East Texas. Additionally, we conduct midstream operations, primarily through our midstream joint venture, San Mateo Midstream, LLC (“San Mateo” or the “Joint Venture”), in support of our exploration, development and production operations and provide natural gas processing, natural gas, oil and salt water gathering services and salt water disposal services to third parties on a limited basis.

First Quarter Highlights

For the three months ended March 31, 2017, our total oil equivalent production was 2.97 million BOE, and our average daily oil equivalent production was 32,999 BOE per day, of which 18,323 Bbl per day, or 56%, was oil and 88.1 MMcf per day, or 44%, was natural gas. Our oil production of 1.65 million Bbl for the three months ended March 31, 2017 increased 58% year-over-year from 1.04 million Bbl for the three months ended March 31, 2016. Our natural gas production of 7.9 Bcf for the three months ended March 31, 2017 increased 17% year-over-year from 6.8 Bcf for the three months ended March 31, 2016.

During the first quarter of 2017, our oil and natural gas revenues were \$114.8 million, an increase of 161% from oil and natural gas revenues of \$43.9 million during the first quarter of 2016. The increase in our oil and natural gas revenues was due to (i) the 37% increase in our total oil equivalent production to 2.97 million BOE in the first quarter of 2017, as compared to 2.17 million BOE produced in the first quarter of 2016 and (ii) the increase in weighted average oil and natural gas prices to \$50.72 per Bbl and \$3.94 per Mcf, respectively, realized in the first quarter of 2017, as compared to weighted average oil and natural gas prices of \$28.89 per Bbl and \$2.04 per Mcf, respectively, realized in the first quarter of 2016. The increase in oil and natural gas production was primarily a result of our ongoing delineation and development drilling in the Delaware Basin, which offset declining production in the Eagle Ford and Haynesville shales where we have significantly reduced our activity since 2014 and 2015.

For the first quarter of 2017, we reported net income attributable to Matador Resources Company shareholders of approximately \$44.0 million, or \$0.44 per diluted common share on a GAAP basis, as compared to a net loss attributable to Matador Resources Company shareholders of \$107.7 million, or \$1.26 per diluted common share, for the first quarter of 2016.

For the first quarter of 2017, our Adjusted EBITDA attributable to Matador Resources Company shareholders, a non-GAAP financial measure, was \$70.0 million, as compared to Adjusted EBITDA attributable to Matador Resources Company shareholders of \$17.2 million during the first quarter of 2016. For a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to our net income (loss) and net cash provided by operating activities, see “— Liquidity and Capital Resources — Non-GAAP Financial Measures.” For more information regarding our financial results for the first quarter of 2017, see “— Results of Operations” below.

During the first quarter of 2017, we operated four drilling rigs in the Delaware Basin. During the first quarter and at May 3, 2017, one of these rigs was drilling in the Wolf/Jackson Trust asset areas in Loving County, Texas, two were drilling in the Rustler Breaks asset area in Eddy County, New Mexico and one was drilling in the Ranger/Arrowhead and Twin Lakes asset areas in Eddy and Lea Counties, New Mexico. We added a fifth drilling rig in the Delaware Basin in late April 2017, and at May 3, 2017, this rig was drilling in the Rustler Breaks asset area.

We began producing oil and natural gas from a total of 14 gross (12.5 net) wells in the Delaware Basin during the first quarter of 2017, including 13 gross (12.4 net) operated and one gross (0.1 net) non-operated horizontal wells. In the Rustler Breaks asset area, we began producing oil and natural gas from a total of eight gross (7.0 net) wells during the first quarter of 2017, including seven gross (6.9 net) operated and one gross (0.1 net) non-operated wells. Of the seven gross operated wells in the Rustler Breaks asset area, two were Wolfcamp A-XY completions, three were lower Wolfcamp B (Blair Shale) completions, one was a Wolfcamp B-Middle completion and one was a Second Bone Spring completion. In the Ranger asset area, we began producing oil and natural gas from a total of four gross (3.9 net) operated wells during the first quarter of 2017. Of the four gross operated wells in the Ranger asset area, one was a Wolfcamp A-Lower completion, two were Second Bone Spring completions and one was a Third Bone Spring completion. In addition, we began producing oil and natural gas from two gross (1.5 net) operated wells in the Wolf/Jackson Trust asset areas during the first quarter of 2017, including one Wolfcamp A-Lower completion and one Second Bone Spring completion.

As a result of our ongoing drilling and completion operations in these asset areas, our Delaware Basin production has continued to increase over the past twelve months. Our total Delaware Basin production for the first quarter of 2017 was 24,535 BOE per day, consisting of 15,685 Bbl of oil per day and 53.1 MMcf of natural gas per day, a 2.5-fold increase from production of 9,958 BOE per day, consisting of 7,172 Bbl of oil per day and 16.7 MMcf of natural gas per day, in the first quarter of 2016. The Delaware Basin contributed approximately 86% of our daily oil production and approximately 60% of our daily natural gas production in the first quarter of 2017, as compared to approximately 63% of our daily oil production and approximately 22% of our daily natural gas production in the first quarter of 2016.

At December 31, 2016, we held approximately 163,700 gross (94,300 net) acres in the Permian Basin in Southeast New Mexico and West Texas, primarily in the Delaware Basin in Lea and Eddy Counties, New Mexico and Loving County, Texas. Between January 1, 2017 and May 3, 2017, we acquired approximately 15,900 gross (9,500 net) acres and approximately 1,000 BOE per day of related production from various lessors, mineral owners and other operators, mostly in and around our existing acreage in the Delaware Basin. Some of this acreage, and a portion of the production, included properties identified at the time of our December 2016 equity and notes offerings. These transactions were pending at the time of those offerings and closed subsequent to December 31, 2016, which contributed to bringing our total Permian Basin acreage position at May 3, 2017 to approximately 178,600 gross (102,300 net) acres, almost all of which was located in the Delaware Basin. We have incurred capital expenditures of approximately \$121 million since January 1, 2017 to acquire the acreage and related production. We plan to continue our leasing and acquisition efforts in the Delaware Basin during the remainder of 2017 and may also consider acquiring acreage in the Eagle Ford and Haynesville shales as strategic opportunities are identified.

Midstream Joint Venture

On February 17, 2017, we announced the formation of San Mateo, a strategic joint venture with a subsidiary of Five Point Capital Partners LLC (“Five Point”). The midstream assets contributed to San Mateo include (i) the Black River cryogenic natural gas processing plant in the Rustler Breaks asset area (the “Black River Processing Plant”); (ii) one salt water disposal well and a related commercial salt water disposal facility in the Rustler Breaks asset area; (iii) three salt water disposal wells and related commercial salt water disposal facilities in the Wolf asset area; and (iv) substantially all related oil, natural gas and water gathering systems and pipelines in both the Rustler Breaks and Wolf asset areas (collectively, the “Delaware Midstream Assets”). We received \$171.5 million in connection with the formation of the Joint Venture and may earn up to an additional \$73.5 million in performance incentives over the next five years. We continue to operate the Delaware Midstream Assets and retain operational control of the Joint Venture. We and Five Point own 51% and 49% of the Joint Venture, respectively. San Mateo will continue to provide firm capacity service to us at market rates, while also being a midstream service provider to third parties in and around our Wolf and Rustler Breaks asset areas.

2017 Capital Expenditure Budget

On March 23, 2017, we adjusted our 2017 capital expenditure budget from between \$426 and \$454 million to between \$456 and \$484 million (excluding capital expenditures related to acreage and mineral acquisitions), which reflects our decision to drill and complete a five-well operated program in the Eagle Ford shale in South Texas in order to maintain the leasehold associated with this drilling program and to enhance the value of our Eagle Ford asset. At May 3, 2017, we had begun this five-well Eagle Ford program and anticipate that all five wells will be completed and placed on production late in the second quarter or early in the third quarter of 2017. In addition to drilling these five Eagle Ford wells, our updated 2017 capital expenditure budget includes four drilling rigs operating in the Delaware Basin through late April 2017, when a fifth drilling rig was added in the Delaware Basin. During 2017, we expect to spend \$400 to \$420 million for drilling, completions and infrastructure and \$56 to \$64 million for midstream capital expenditures. We expect to direct 93% of our estimated capital expenditure budget (excluding capital expenditures related to acreage and mineral acquisitions) to drilling and completion and midstream activities in the Delaware Basin. For more information regarding our 2017 capital expenditure budget, see “— Liquidity and Capital Resources” below.

Estimated Proved Reserves

The following table sets forth our estimated total proved oil and natural gas reserves at March 31, 2017, December 31, 2016 and March 31, 2016. Our production and proved reserves are reported in two streams: oil and natural gas, including both dry and liquids-rich natural gas. Where we produce liquids-rich natural gas, such as in the Delaware Basin and the Eagle Ford shale, the economic value of the natural gas liquids associated with the natural gas is included in the estimated wellhead natural gas price on those properties where the natural gas liquids are extracted and sold. The reserves estimates were based on evaluations prepared by our engineering staff in accordance with the SEC’s rules for oil and natural gas reserves reporting and do not include any unproved reserves classified as probable or possible that might exist on our properties. In addition, the reserves estimates at December 31, 2016 and March 31, 2016 were audited by an independent reservoir engineering firm, Netherland, Sewell & Associates, Inc.

	March 31, 2017	December 31, 2016	March 31, 2016
Estimated Proved Reserves Data: ⁽¹⁾ ⁽²⁾			
Estimated proved reserves:			
Oil (MBbl) ⁽³⁾	62,922	56,977	50,718
Natural Gas (Bcf) ⁽⁴⁾	325.3	292.6	236.7
Total (MBOE)⁽⁵⁾	117,134	105,752	90,168
Estimated proved developed reserves:			
Oil (MBbl) ⁽³⁾	26,243	22,604	16,818
Natural Gas (Bcf) ⁽⁴⁾	145.4	126.8	96.9
Total (MBOE)⁽⁵⁾	50,478	43,731	32,968
Percent developed	43.1%	41.4%	36.6%
Estimated proved undeveloped reserves:			
Oil (MBbl) ⁽³⁾	36,679	34,373	33,900
Natural Gas (Bcf) ⁽⁴⁾	179.9	165.9	139.8
Total (MBOE)⁽⁵⁾	66,656	62,021	57,200
Standardized Measure ⁽⁶⁾ (in millions)	\$ 810.2	\$ 575.0	\$ 495.6
PV-10 ⁽⁷⁾ (in millions)	\$ 857.2	\$ 581.5	\$ 501.9

(1) Numbers in table may not total due to rounding.

(2) Our estimated proved reserves, Standardized Measure and PV-10 were determined using index prices for oil and natural gas, without giving effect to derivative transactions, and were held constant throughout the life of the properties. The unweighted arithmetic averages of the first-day-of-the-month prices for the period from April 2016 through March 2017 were \$44.10 per Bbl for oil and \$2.73 per MMBtu for natural gas, for the period from January 2016 through December 2016 were \$39.25 per Bbl for oil and \$2.48 per MMBtu for natural gas and for the period from April 2015 through March 2016 were \$42.77 per Bbl for oil and \$2.40 per MMBtu for natural gas. These prices were adjusted by property for quality, energy content, regional price differentials, transportation fees, marketing deductions and other factors affecting the price received at the wellhead. We report our proved reserves in two streams, oil and natural gas, and the economic value of the natural gas liquids associated with the natural gas is included in the estimated wellhead natural gas price on those properties where the natural gas liquids are extracted and sold.

(3) One thousand barrels of oil.

- (4) One billion cubic feet of natural gas.
- (5) One thousand barrels of oil equivalent, estimated using a conversion ratio of one Bbl of oil per six Mcf of natural gas.
- (6) Standardized Measure represents the present value of estimated future net cash flows from proved reserves, less estimated future development, production, plugging and abandonment costs and income tax expenses, discounted at 10% per annum to reflect the timing of future cash flows. Standardized Measure is not an estimate of the fair market value of our properties.
- (7) PV-10 is a non-GAAP financial measure and generally differs from Standardized Measure, the most directly comparable GAAP financial measure, because it does not include the effects of income taxes on future net revenues. PV-10 is not an estimate of the fair market value of our properties. We and others in the industry use PV-10 as a measure to compare the relative size and value of proved reserves held by companies and of the potential return on investment related to the companies' properties without regard to the specific tax characteristics of such entities. Our PV-10 at March 31, 2017, December 31, 2016 and March 31, 2016 may be reconciled to the Standardized Measure of discounted future net cash flows at such dates by reducing our PV-10 by the discounted future income taxes associated with such reserves. The discounted future income taxes at March 31, 2017, December 31, 2016 and March 31, 2016 were, in millions, \$47.0, \$6.5 and \$6.3, respectively.

At March 31, 2017, our estimated total proved oil and natural gas reserves were 117.1 million BOE, including 62.9 million Bbl of oil and 325.3 Bcf of natural gas, with a Standardized Measure of \$810.2 million and a PV-10, a non-GAAP financial measure, of \$857.2 million. At December 31, 2016, our estimated total proved oil and natural gas reserves were 105.8 million BOE, including 57.0 million Bbl of oil and 292.6 Bcf of natural gas, and at March 31, 2016, our estimated total proved oil and natural gas reserves were 90.2 million BOE, including 50.7 million Bbl of oil and 236.7 Bcf of natural gas. Our proved oil reserves of 62.9 million Bbl at March 31, 2017 increased 10%, as compared to 57.0 million Bbl at December 31, 2016, and increased 24%, as compared to 50.7 million Bbl at March 31, 2016. At March 31, 2017, approximately 43% of our total proved reserves were proved developed reserves, 54% of our total proved reserves were oil and 46% of our total proved reserves were natural gas.

As a result of our drilling, completion and delineation activities in Southeast New Mexico and West Texas since 2014, our Delaware Basin oil and natural gas reserves have become a more significant component of our total oil and natural gas reserves. Our estimated Delaware Basin proved oil and natural gas reserves have increased 52% from 59.6 million BOE at March 31, 2016, or 66% of our total proved oil and natural gas reserves, including 37.7 million Bbl of oil and 131.6 Bcf of natural gas, to 90.6 million BOE, or 77% of our total proved oil and natural gas reserves, including 52.6 million Bbl of oil and 227.5 Bcf of natural gas, at March 31, 2017.

There have been no changes to the technology we used to establish reserves or to our internal control over the reserves estimation process from those set forth in the Annual Report.

Critical Accounting Policies

There have been no changes to our critical accounting policies and estimates from those set forth in the Annual Report.

Recent Accounting Pronouncements

See Note 2 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for a summary of recent accounting pronouncements that we believe may have an impact on our financial statements upon adoption.

Results of Operations

Revenues

The following table summarizes our unaudited revenues and production data for the periods indicated:

	Three Months Ended March 31,	
	2017	2016
Operating Data:		
Revenues (in thousands):⁽¹⁾		
Oil	\$ 83,636	\$ 30,157
Natural gas	31,211	13,769
Total oil and natural gas revenues	114,847	43,926
Third-party midstream services revenues ⁽²⁾	1,555	473
Realized (loss) gain on derivatives	(2,219)	7,063
Unrealized gain (loss) on derivatives	20,631	(6,839)
Total revenues	\$ 134,814	\$ 44,623
Net Production Volumes:⁽¹⁾		
Oil (MBbl) ⁽³⁾	1,649	1,044
Natural gas (Bcf) ⁽⁴⁾	7.9	6.8
Total oil equivalent (MBOE) ⁽⁵⁾	2,970	2,170
Average daily production (BOE/d) ⁽⁶⁾	32,999	23,846
Average Sales Prices:		
Oil, without realized derivatives (per Bbl)	\$ 50.72	\$ 28.89
Oil, with realized derivatives (per Bbl)	\$ 49.73	\$ 34.12
Natural gas, without realized derivatives (per Mcf)	\$ 3.94	\$ 2.04
Natural gas, with realized derivatives (per Mcf)	\$ 3.86	\$ 2.27

(1) We report our production volumes in two streams: oil and natural gas, including both dry and liquids-rich natural gas. Revenues associated with natural gas liquids are included with our natural gas revenues.

(2) Reclassified from other income for the three months ended March 31, 2016 due to the midstream segment becoming a reportable segment.

(3) One thousand barrels of oil.

(4) One billion cubic feet of natural gas.

(5) One thousand barrels of oil equivalent, estimated using a conversion ratio of one Bbl of oil per six Mcf of natural gas.

(6) Barrels of oil equivalent per day, estimated using a conversion ratio of one Bbl of oil per six Mcf of natural gas.

Three Months Ended March 31, 2017 as Compared to Three Months Ended March 31, 2016

Oil and natural gas revenues. Our oil and natural gas revenues increased \$70.9 million to \$114.8 million, or an increase of 161%, for the three months ended March 31, 2017, as compared to \$43.9 million for the three months ended March 31, 2016. Our oil revenues increased \$53.5 million, or 177%, to \$83.6 million for the three months ended March 31, 2017, as compared to \$30.2 million for the three months ended March 31, 2016. The increase in oil revenues resulted from (i) a higher weighted average oil price realized for the three months ended March 31, 2017 of \$50.72 per Bbl, as compared to \$28.89 per Bbl realized for the three months ended March 31, 2016 and (ii) the 58% increase in oil production to 1.65 million Bbl of oil for the three months ended March 31, 2017, or about 18,323 Bbl of oil per day, as compared to 1.04 million Bbl of oil, or about 11,473 Bbl of oil per day, for the three months ended March 31, 2016. The increase in oil production is primarily attributable to our ongoing delineation and development drilling activities in the Delaware Basin. Our natural gas revenues increased by \$17.4 million, or 127%, to \$31.2 million for the three months ended March 31, 2017, as compared to \$13.8 million for the three months ended March 31, 2016. The increase in natural gas revenues resulted from (i) a higher weighted average natural gas price realized for the three months ended March 31, 2017 of \$3.94 per Mcf, as compared to \$2.04 per Mcf realized for the three months ended March 31, 2016 and (ii) the 17% increase in our natural gas production to 7.9 Bcf for the three months ended March 31, 2017, as compared to 6.8 Bcf for the three months ended March 31, 2016. The increase in natural gas production was primarily attributable to our ongoing delineation and development drilling activities in the Delaware Basin.

Third-party midstream services revenues. Our third-party midstream services revenues increased to \$1.6 million, or an increase of more than three-fold, for the three months ended March 31, 2017, as compared to \$0.5 million for the three months ended March 31, 2016. This increase was primarily attributable to a significant increase in natural gas gathering and processing revenues to approximately \$1.1 million for the three months ended March 31, 2017, as compared to \$0.3 million for the three months ended March 31, 2016, due to increased natural gas production in our Wolf asset area and to our natural gas gathering system and the Black River Processing Plant in the Rustler Breaks asset area being placed into service in the second half of 2016. The remaining increase was primarily attributable to salt water gathering and disposal revenues of \$0.3 million for the three months ended March 31, 2017, as compared to \$0.1 million for the three months ended March 31, 2016.

Realized loss on derivatives. Our realized net loss on derivatives was \$2.2 million for the three months ended March 31, 2017, as compared to a realized net gain of \$7.1 million for the three months ended March 31, 2016. We realized a net loss of \$1.6 million and \$0.6 million from our oil and natural gas derivative contracts, respectively, for the three months ended March 31, 2017, resulting from oil and natural gas prices that were above the ceiling prices of certain of our oil and natural gas costless collar contracts. We realized net gains of \$5.5 million and \$1.6 million from our oil and natural gas derivative contracts, respectively, for the three months ended March 31, 2016, resulting from oil and natural gas prices being below the floor prices of the majority of our oil and natural gas costless collar contracts. We realized an average loss of approximately \$1.70 per Bbl hedged on all of our open oil costless collar contracts during the three months ended March 31, 2017, as compared to an average gain of \$11.15 per Bbl hedged for the three months ended March 31, 2016. Our oil volumes hedged for the three months ended March 31, 2017 were also 96% higher as compared to the three months ended March 31, 2016. We realized an average loss of approximately \$0.11 per MMBtu hedged on all of our open natural gas costless collar contracts during the three months ended March 31, 2017, as compared to an average gain of approximately \$0.58 per MMBtu hedged on all of our open natural gas costless collar contracts for the three months ended March 31, 2016. Our total natural gas volumes hedged for the three months ended March 31, 2017 were also 94% higher than the total natural gas volumes hedged for the three months ended March 31, 2016.

Unrealized gain on derivatives. Our unrealized net gain on derivatives was \$20.6 million for the three months ended March 31, 2017, as compared to an unrealized net loss of \$6.8 million for the three months ended March 31, 2016. During the three months ended March 31, 2017, the net fair value of our open oil and natural gas derivative contracts changed to a net liability of approximately \$4.3 million from a net liability of \$25.0 million at December 31, 2016, resulting in an unrealized net gain on derivatives of \$20.6 million for the three months ended March 31, 2017. During the three months ended March 31, 2017, the net fair value of our open oil and natural gas derivative contracts increased by \$17.8 million and \$2.9 million, respectively, due to the decrease in the underlying oil and natural gas futures prices at March 31, 2017, as compared to December 31, 2016, as well as realized losses from oil and natural gas derivatives contracts settled during the three months ended March 31, 2017.

Expenses

The following table summarizes our unaudited operating expenses and other income (expense) for the periods indicated:

(In thousands, except expenses per BOE)	Three Months Ended March 31,	
	2017	2016
Expenses:		
Production taxes, transportation and processing	\$ 11,807	\$ 7,902
Lease operating ⁽¹⁾	15,758	14,511
Plant and other midstream services operating	2,341	1,027
Depletion, depreciation and amortization	33,992	28,923
Accretion of asset retirement obligations	300	264
Full-cost ceiling impairment	—	80,462
General and administrative	16,338	13,163
Total expenses	\$ 80,536	\$ 146,252
Operating income (loss)	\$ 54,278	\$ (101,629)
Other income (expense):		
Net gain on asset sales and inventory impairment	\$ 7	\$ 1,065
Interest expense	(8,455)	(7,197)
Other income ⁽²⁾	70	94
Total other expense	\$ (8,378)	\$ (6,038)
Income (loss) before income taxes	\$ 45,900	\$ (107,667)
Net (income) loss attributable to non-controlling interest in subsidiaries	(1,916)	13
Net income (loss) attributable to Matador Resources Company shareholders	\$ 43,984	\$ (107,654)
Expenses per BOE:		
Production taxes, transportation and processing	\$ 3.98	\$ 3.64
Lease operating ⁽¹⁾	\$ 5.31	\$ 6.69
Plant and other midstream services operating	\$ 0.79	\$ 0.47
Depletion, depreciation and amortization	\$ 11.45	\$ 13.33
General and administrative	\$ 5.50	\$ 6.07

(1) \$1.0 million, or \$0.47 per BOE, was reclassified to plant and other midstream services operating expenses for the three months ended March 31, 2016 due to our midstream business becoming a reportable segment.

(2) \$0.5 million was reclassified to midstream services revenues for the three months ended March 31, 2016 due to our midstream business becoming a reportable segment.

Three Months Ended March 31, 2017 as Compared to Three Months Ended March 31, 2016

Production taxes, transportation and processing. Our production taxes, transportation and processing expenses increased by \$3.9 million to \$11.8 million, or an increase of 49%, for the three months ended March 31, 2017, as compared to \$7.9 million for the three months ended March 31, 2016. On a unit-of-production basis, our production taxes, transportation and processing expenses increased 9% to \$3.98 per BOE for the three months ended March 31, 2017, as compared to \$3.64 per BOE for the three months ended March 31, 2016. The increase in production taxes, transportation and processing expenses was primarily attributable to the increase in our production taxes of \$4.9 million to \$7.2 million for the three months ended March 31, 2017, as compared to \$2.2 million for the three months ended March 31, 2016, primarily due to the 161% increase in oil and natural gas revenues for the three months ended March 31, 2017, as compared to the three months ended March 31, 2016. In addition to the increase in production taxes attributable to the 161% increase in oil and natural gas revenues, the production tax rates in New Mexico are higher than production tax rates in Texas. As more of our oil and natural gas production becomes attributable to New Mexico, we expect to continue to experience increased production tax expenses. The increased production taxes were partially offset by a decrease in transportation and processing expenses. Transportation and processing expenses decreased to \$4.5 million for the three months ended March 31, 2017, as compared to transportation and processing expenses of \$5.7 million for the three months ended March 31, 2016. This decrease of \$1.2 million was primarily due to the start-up in late August 2016 of the Black River Processing Plant, which processes most of the natural gas produced in our Rustler Breaks asset area in Eddy County, New Mexico. On

a unit-of-production basis, these first quarter 2017 expenses also benefited from significantly higher total oil equivalent production, which increased 37% in the first quarter of 2017, as compared to the first quarter of 2016.

Lease operating. Our lease operating expenses increased by \$1.2 million to \$15.8 million, or an increase of 9%, for the three months ended March 31, 2017, as compared to \$14.5 million for the three months ended March 31, 2016. Our lease operating expenses per unit of production decreased 21% to \$5.31 per BOE for the three months ended March 31, 2017, as compared to \$6.69 per BOE for the three months ended March 31, 2016. Our total oil equivalent production increased 37% to approximately 3.0 million BOE for the three months ended March 31, 2017 from approximately 2.2 million BOE for the three months ended March 31, 2016. The decrease achieved in lease operating expenses on a unit-of-production basis was primarily attributable to several key factors, including (i) decreased field supervisory costs as a number of third-party contractors became full-time employees during the second quarter of 2016, (ii) decreased costs associated with our Eagle Ford operations, including workover, salt water disposal and chemical costs, (iii) additional salt water disposal and gathering capacity added in both the Wolf and Rustler Breaks asset areas and (iv) increased oil equivalent production as compared to the three months ended March 31, 2016. This decrease was partially offset by increased workover expenses in the Wolf asset area during the first quarter of 2017.

Plant and other midstream services operating. Our plant and other midstream services operating expenses increased by \$1.3 million to \$2.3 million, an increase of 128%, for the three months ended March 31, 2017, as compared to \$1.0 million for the three months ended March 31, 2016. This increase was primarily attributable to the expenses associated with our salt water disposal operations of \$1.5 million for the three months ended March 31, 2017, as compared to \$0.7 million for the three months ended March 31, 2016, as a result of additional salt water disposal wells operating in the first quarter of 2017, as compared to the first quarter of 2016. The remaining increase was primarily attributable to expenses associated with the Black River Processing Plant that began operating in August 2016.

Depletion, depreciation and amortization. Our depletion, depreciation and amortization expenses increased by \$5.1 million to \$34.0 million, or an increase of 18%, for the three months ended March 31, 2017, as compared to \$28.9 million for the three months ended March 31, 2016. On a unit-of-production basis, our depletion, depreciation and amortization expenses decreased 14% to \$11.45 per BOE for the three months ended March 31, 2017, as compared to \$13.33 per BOE for the three months ended March 31, 2016. The increase in our total depletion, depreciation and amortization expenses resulted primarily from the increase in oil and natural gas production of 37% to 3.0 million BOE for the three months ended March 31, 2017, as compared to 2.2 million BOE for the three months ended March 31, 2016. In addition, depreciation expenses attributable to our midstream segment were approximately \$1.2 million for the three months ended March 31, 2017, as compared to \$0.5 million for the three months ended March 31, 2016. The decrease in our depletion, depreciation and amortization expenses on a unit-of-production basis was attributable to (i) the impairment charges recorded in 2016, (ii) higher total proved reserves of 117.1 million BOE, or an increase of 30%, at March 31, 2017, as compared to total proved reserves of 90.2 million BOE at March 31, 2016 and (iii) the decreased cost on a unit-of-production basis associated with wells drilled in the Delaware Basin. The increase in total proved oil and natural gas reserves was primarily attributable to the continued delineation and development of our acreage in the Delaware Basin.

Full-cost ceiling impairment. At March 31, 2017, we recorded no impairment charge to the net capitalized costs of our oil and natural gas properties. We recorded an impairment charge of \$80.5 million to the net capitalized costs of our oil and natural gas properties for the three months ended March 31, 2016.

General and administrative. Our general and administrative expenses increased \$3.2 million to \$16.3 million, an increase of 24%, for the three months ended March 31, 2017, as compared to \$13.2 million for the three months ended March 31, 2016. The increase in our general and administrative expenses was primarily attributable to the transaction costs of approximately \$3.5 million related to the formation of San Mateo, as well as increased payroll expenses of approximately \$2.6 million associated with additional employees joining the Company to support our increased land, geoscience, drilling, completion, production, midstream, accounting and administration functions as a result of the continued growth of the Company. Additionally, non-cash stock-based compensation expense increased by \$1.9 million to \$4.2 million for the three months ended March 31, 2017, as compared to \$2.2 million for the three months ended March 31, 2016. The increase in our non-cash stock-based compensation was attributable to the increased expense related to the continued vesting of awards granted from 2013 through 2017. These increases were partially offset by the increase in capitalized general and administrative expense of \$3.6 million due to our increased delineation and development activities in the Delaware Basin for the three months ended March 31, 2017, as compared to the three months ended March 31, 2016, as well as decreases in consulting and accounting fees of \$0.4 million as compared to the three months ended March 31, 2016. Our general and administrative expenses decreased 9% on a unit-of-production basis to \$5.50 per BOE for the three months ended March 31, 2017, as compared to \$6.07 per BOE for the three months ended March 31, 2016, primarily due to our increased total oil equivalent production.

Interest expense. For the three months ended March 31, 2017, we incurred total interest expense of approximately \$9.7 million. We capitalized approximately \$1.2 million of our interest expense on certain qualifying projects for the three months ended March 31, 2017 and expensed the remaining \$8.5 million to operations. For the three months ended March 31, 2016, we incurred total interest expense of approximately \$7.6 million. We capitalized \$0.4 million of our interest expense on certain qualifying projects for the three months ended March 31, 2016 and expensed the remaining \$7.2 million to operations. The

increase in total interest expense of \$2.1 million for the three months ended March 31, 2017, as compared to the three months ended March 31, 2016, was attributable to an increase in the average debt outstanding. At March 31, 2017, we had no borrowings outstanding and \$0.8 million in letters of credit outstanding under our revolving credit agreement (the "Credit Agreement") and \$575.0 million in outstanding senior notes. At March 31, 2016, we had no borrowings outstanding and \$0.6 million in letters of credit outstanding under our Credit Agreement and \$400.0 million in outstanding senior notes.

Total income tax benefit. Our deferred tax assets exceeded our deferred tax liabilities at March 31, 2017 due to the deferred tax amounts generated by the full-cost ceiling impairment charges recorded in prior periods. As a result, we established a valuation allowance against the deferred tax assets beginning in the third quarter of 2015. We retained a full valuation allowance at March 31, 2017 due to uncertainties regarding the future realization of our deferred tax assets.

Liquidity and Capital Resources

Our primary use of capital has been, and we expect will continue to be during the remainder of 2017 and for the foreseeable future, for the acquisition, exploration and development of oil and natural gas properties and for midstream investments. Excluding any possible significant acquisitions, we expect to fund our capital expenditure requirements through the remainder of 2017 with a combination of cash on hand (including proceeds we received in connection with the formation of the Joint Venture), operating cash flows and borrowings under our Credit Agreement (assuming availability under our borrowing base). We continually evaluate other capital sources, including borrowings under additional credit arrangements, the sale or joint venture of midstream assets or oil and natural gas producing assets or acreage, particularly in our non-core asset areas, as well as potential issuances of equity, debt or convertible securities, none of which may be available on satisfactory terms or at all. Our future success in growing proved reserves and production will be highly dependent on our ability to access outside sources of capital and to generate operating cash flows.

On February 17, 2017, we announced the formation of San Mateo, a strategic joint venture with Five Point to operate and expand our Delaware Midstream Assets. We received \$171.5 million in connection with the formation of the Joint Venture and may earn up to an additional \$73.5 million in performance incentives over the next five years. We continue to operate the Delaware Midstream Assets and retain operational control of the Joint Venture. The Company and Five Point own 51% and 49% of the Joint Venture, respectively. San Mateo will continue to provide firm capacity service to us at market rates, while also being a midstream service provider to third parties in and around our Wolf and Rustler Breaks asset areas.

We expect that development of our Delaware Basin assets will be the primary focus of our operations and capital expenditures for the remainder of 2017. We operated four contracted drilling rigs in the Delaware Basin during the first quarter of 2017 and added a fifth drilling rig in the Delaware Basin in late April 2017. Our 2017 estimated capital expenditure budget consists of \$400 to \$420 million for drilling, completions, facilities and infrastructure and \$56 to \$64 million for midstream capital expenditures, which represents our 51% share of an estimated 2017 capital expenditure budget of \$110 to \$125 million for San Mateo. Our 2017 estimated capital expenditures will be allocated to the further delineation and development of our growing leasehold position and midstream assets in the Delaware Basin, with the exception of a total of approximately \$34 to \$36 million allocated to a five-well operated program in the Eagle Ford shale and limited operations in the Eagle Ford and Haynesville shales to maintain and extend leases and to participate in certain non-operated well opportunities. Our 2017 Delaware Basin drilling program will focus on the continued development of the Wolf and Rustler Breaks asset areas and the further delineation and development of the Jackson Trust, Ranger/Arrowhead and Twin Lakes asset areas, although we do anticipate continuing to delineate previously untested zones in the Wolf and Rustler Breaks asset areas during 2017.

We intend to continue acquiring acreage and mineral interests, principally in the Delaware Basin, during the remainder of 2017. These expenditures are opportunity-specific and per-acre prices can vary significantly based on the opportunity. As a result, it is difficult to estimate these 2017 capital expenditures with any degree of certainty; therefore, we have not provided estimated capital expenditures related to acreage and mineral acquisitions for the remainder of 2017.

From January 1 through May 3, 2017, we acquired approximately 15,900 gross (9,500 net) acres and approximately 1,000 BOE per day of related production from various lessors, mineral owners and other operators, mostly in and around our existing acreage in the Delaware Basin. Some of this acreage and a portion of the production included properties identified at the time of our December 2016 senior notes and common stock offerings. These transactions were pending at the time of those offerings and closed subsequent to December 31, 2016. Our Permian Basin acreage position at May 3, 2017 was 178,600 gross (102,300 net) acres, almost all of which was located in the Delaware Basin. We have incurred capital expenditures of approximately \$121 million since January 1, 2017 to acquire the acreage and related production.

At March 31, 2017, we had cash totaling approximately \$209.7 million and restricted cash totaling approximately \$14.6 million. Restricted cash represents cash held by our less-than-wholly-owned subsidiaries. By contractual agreement, the cash in the accounts held by our less-than-wholly-owned subsidiaries is not to be commingled with other Company cash and is to be used only to fund the capital expenditures and operations of these less-than-wholly-owned subsidiaries.

Our 2017 capital expenditures may be adjusted as business conditions warrant and the amount, timing and allocation of such expenditures is largely discretionary and within our control. The aggregate amount of capital we will expend may fluctuate materially based on market conditions, the actual costs to drill, complete and place on production operated or non-operated wells, our drilling results, the actual costs and scope of our midstream activities, including the expansion of the Black River Processing Plant, the ability of our Joint Venture partner to meet its capital obligations, other opportunities that may become available to us and our ability to obtain capital. When oil or natural gas prices decline, or costs increase significantly, we have the flexibility to defer a significant portion of our capital expenditures until later periods to conserve cash or to focus on projects that we believe have the highest expected returns and potential to generate near-term cash flows. We routinely monitor and adjust our capital expenditures in response to changes in prices, availability of financing, drilling, completion and acquisition costs, industry conditions, the timing of regulatory approvals, the availability of rigs, success or lack of success in our exploration and development activities, contractual obligations, drilling plans for properties we do not operate and other factors both within and outside our control.

Exploration and development activities are subject to a number of risks and uncertainties, which could cause these activities to be less successful than we anticipate. A significant portion of our anticipated cash flows from operations for the remainder of 2017 is expected to come from producing wells and development activities on currently proved properties in the Wolfcamp and Bone Spring plays in the Delaware Basin, the Eagle Ford shale in South Texas and the Haynesville shale in Louisiana. Our existing wells may not produce at the levels we are forecasting and our exploration and development activities in these areas may not be as successful as we anticipate. Additionally, our anticipated cash flows from operations are based upon current expectations of oil and natural gas prices for the remainder of 2017 and the hedges we currently have in place. We use commodity derivative financial instruments at times to mitigate our exposure to fluctuations in oil, natural gas and natural gas liquids prices and to partially offset reductions in our cash flows from operations resulting from declines in commodity prices. As of May 3, 2017, we had approximately 65% of our anticipated oil production and approximately 70% of our anticipated natural gas production hedged for the remainder of 2017. See Note 8 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for a summary of our open derivative financial instruments at March 31, 2017.

Our unaudited cash flows for the three months ended March 31, 2017 and 2016 are presented below:

(In thousands)	Three Months Ended March 31,	
	2017	2016
Net cash provided by operating activities	\$ 61,309	\$ 18,358
Net cash used in investing activities	(238,320)	(57,932)
Net cash provided by financing activities	173,832	141,171
Net change in cash	\$ (3,179)	\$ 101,597
Adjusted EBITDA ⁽¹⁾ attributable to Matador Resources Company shareholders	\$ 69,959	\$ 17,200

(1) Adjusted EBITDA is a non-GAAP financial measure. For a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to our net income (loss) and net cash provided by operating activities, see “— Non-GAAP Financial Measures” below.

Cash Flows Provided by Operating Activities

Net cash provided by operating activities increased \$43.0 million to \$61.3 million for the three months ended March 31, 2017, as compared to net cash provided by operating activities of \$18.4 million for the three months ended March 31, 2016. Excluding changes in operating assets and liabilities, net cash provided by operating activities increased to \$63.8 million for the three months ended March 31, 2017 from \$10.3 million for the three months ended March 31, 2016. This increase was primarily attributable to higher oil and natural gas production and higher commodity prices and was partially offset by the decrease in our realized gains on derivatives. Changes in our operating assets and liabilities between the three months ended March 31, 2016 and the three months ended March 31, 2017 resulted in a net decrease of approximately \$10.5 million in net cash provided by operating activities for the three months ended March 31, 2017, as compared to the three months ended March 31, 2016.

Our operating cash flows are sensitive to a number of variables, including changes in our production and volatility of oil and natural gas prices between reporting periods. Regional and worldwide economic activity, the actions of OPEC, weather, infrastructure capacity to reach markets and other variable factors significantly impact the prices of oil and natural gas. These factors are beyond our control and are difficult to predict. We use commodity derivative financial instruments to mitigate our exposure to fluctuations in oil, natural gas and natural gas liquids prices. In addition, we attempt to avoid long-term service agreements where possible in order to minimize ongoing future commitments.

Cash Flows Used in Investing Activities

Net cash used in investing activities increased by \$180.4 million to \$238.3 million for the three months ended March 31, 2017 from \$57.9 million for the three months ended March 31, 2016. This increase in net cash used in investing activities is primarily due to an increase of \$130.1 million in oil and natural gas properties capital expenditures for the three months ended March 31, 2017, as compared to the three months ended March 31, 2016. Cash used for oil and natural gas properties capital expenditures for the three months ended March 31, 2017 was primarily attributable to the acquisition of additional leasehold and mineral interests and our operated drilling and completion activities in the Delaware Basin. A small portion of our capital expenditures for the three months ended March 31, 2017 was directed to our participation in non-operated wells. Additionally, there was an increase in cash outflows related to restricted cash of approximately \$57.2 million between the two periods. These increases were partially offset by a decrease in cash used for other property and equipment of approximately \$6.5 million.

Cash Flows Provided by Financing Activities

Net cash provided by financing activities increased by \$32.7 million to \$173.8 million for the three months ended March 31, 2017 from \$141.2 million for the three months ended March 31, 2016. The net cash provided by financing activities for the three months ended March 31, 2017 was primarily attributable to the contributions related to the formation of the Joint Venture of \$171.5 million. The net cash provided by financing activities for the three months ended March 31, 2016 was primarily attributable to the net proceeds from our March 2016 equity offering of \$142.4 million (\$141.7 million including cost to issue equity).

See Note 5 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for a summary of our debt, including our Credit Agreement and the senior notes.

Non-GAAP Financial Measures

We define 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 cash flows as determined by GAAP. Adjusted EBITDA is a supplemental non-GAAP financial measure that is used by management and external users of our consolidated financial statements, such as industry analysts, investors, lenders and rating agencies.

Management believes Adjusted EBITDA is necessary because it allows us to evaluate our operating performance and compare the results of operations from period to period without regard to our financing methods or capital structure. We exclude the items listed above from net income (loss) in calculating Adjusted EBITDA because these amounts can vary substantially from company to company within our industry depending upon accounting methods and book values of assets, capital structures and the method by which certain assets were acquired.

Adjusted EBITDA should not be considered an alternative to, or more meaningful than, net income or cash flows from operating activities as determined in accordance with GAAP or as a primary indicator of our 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. Our 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.

Off-Balance Sheet Arrangements

From time-to-time, we enter into off-balance sheet arrangements and transactions that can give rise to material off-balance sheet obligations. As of March 31, 2017, the material off-balance sheet arrangements and transactions that we have entered into include (i) operating lease agreements, (ii) non-operated drilling commitments, (iii) termination obligations under drilling rig contracts, (iv) firm transportation, gathering, processing, disposal and fractionation commitments and (v) contractual obligations for which the ultimate settlement amounts are not fixed and determinable, such as derivative contracts that are sensitive to future changes in commodity prices or interest rates, gathering, treating, fractionation and transportation commitments on uncertain volumes of future throughput, open delivery commitments and indemnification obligations following certain divestitures. Other than the off-balance sheet arrangements described above, the Company has no transactions, arrangements or other relationships with unconsolidated entities or other persons that are reasonably likely to materially affect the Company's liquidity or availability of or requirements for capital resources. See "—Obligations and Commitments" below and Note 10 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for more information regarding our off-balance sheet arrangements. Such information is incorporated herein by reference.

Obligations and Commitments

We had the following material contractual obligations and commitments at March 31, 2017:

(In thousands)	Payments Due by Period				
	Total	Less Than 1 Year	1 - 3 Years	3 - 5 Years	More Than 5 Years
Contractual Obligations:					
Revolving credit borrowings, including letters of credit ⁽¹⁾	\$ 821	\$ —	\$ —	\$ 821	\$ —
Senior unsecured notes ⁽²⁾	575,000	—	—	—	575,000
Office leases	24,464	2,469	5,037	5,288	11,670
Non-operated drilling commitments ⁽³⁾	20,769	20,769	—	—	—
Drilling rig contracts ⁽⁴⁾	44,574	27,513	17,061	—	—
Asset retirement obligations	22,182	699	565	3,693	17,225
Gas processing agreements with non-affiliates ⁽⁵⁾	12,309	7,290	5,019	—	—
Gathering, processing and disposal agreements with San Mateo ⁽⁶⁾	267,284	—	46,982	69,994	150,308
Total contractual cash obligations	\$ 967,403	\$ 58,740	\$ 74,664	\$ 79,796	\$ 754,203

(1) At March 31, 2017, we had no borrowings outstanding under our Credit Agreement and approximately \$0.8 million in outstanding letters of credit issued pursuant to the Credit Agreement. The Credit Agreement matures in October 2020.

(2) The amounts included in the table above represent principal maturities only.

(3) At March 31, 2017, we had outstanding commitments to participate in the drilling and completion of various non-operated wells. Our working interests in these wells are typically small, and certain of these wells were in progress at March 31, 2017. If all of these wells are drilled and completed, we will have minimum outstanding aggregate commitments for our participation in these wells of approximately \$20.8 million at March 31, 2017, which we expect to incur within the next year.

(4) We do not own or operate our own drilling rigs, but instead enter into contracts with third parties for such drilling rigs. See Note 10 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for more information regarding our contractual commitments.

(5) Effective September 1, 2012, we entered into a firm five-year natural gas processing and transportation agreement for a significant portion of our operated natural gas production in South Texas. Effective October 1, 2015, we entered into a 15-year fixed-fee natural gas gathering and processing agreement for a significant portion of our operated natural gas production in Loving County, Texas. See Note 10 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for more information regarding our contractual commitments.

(6) Effective February 1, 2017, we dedicated our current and future leasehold interests in the Rustler Breaks and Wolf asset areas pursuant to 15-year, fixed-fee natural gas, oil and salt water gathering agreements and salt water disposal agreements. In addition, effective February 1, 2017, we dedicated our current and future leasehold interests in the Rustler Breaks asset area pursuant to a 15-year, fixed-fee natural gas processing agreement. See Note 10 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for more information regarding our contractual commitments.

General Outlook and Trends

For the three months ended March 31, 2017, oil prices averaged \$51.78 per Bbl, ranging from a high of \$54.45 per Bbl in late February to a low of \$47.34 per Bbl in late March, based upon the NYMEX West Texas Intermediate oil futures contract price for the earliest delivery date. We realized an average oil price of \$50.72 per Bbl (\$49.73 per Bbl including realized losses from oil derivatives) for our oil production for the three months ended March 31, 2017, as compared to \$28.89 per Bbl (\$34.12 per Bbl including realized gains from oil derivatives) for the three months ended March 31, 2016. At May 3, 2017, the NYMEX West Texas Intermediate oil futures contract for the earliest delivery date had declined slightly from the weighted average price for the first quarter of 2017, settling at \$47.82 per Bbl, which was an increase as compared to \$43.65 per Bbl at May 3, 2016.

For the three months ended March 31, 2017, natural gas prices averaged \$3.06 per MMBtu, ranging from a high of approximately \$3.42 per MMBtu in mid-January to a low of approximately \$2.56 per MMBtu in late February, based upon the NYMEX Henry Hub natural gas futures contract price for the earliest delivery date. We realized a weighted average natural gas price of \$3.94 per Mcf (\$3.86 per Mcf including realized losses from natural gas derivatives) for our natural gas production (including revenues attributable to natural gas liquids) for the three months ended March 31, 2017, as compared to \$2.04 per Mcf (\$2.27 per Mcf including realized gains from natural gas derivatives) for the three months ended March 31, 2016. At May 3, 2017, the NYMEX Henry Hub natural gas futures contract for the earliest delivery date had increased from the weighted average price for the first quarter of 2017, settling at \$3.23 per MMBtu, which was a significant increase as compared to \$2.09 per MMBtu at May 3, 2016.

The prices we receive for oil, natural gas and natural gas liquids heavily influence our revenue, profitability, cash flow available for capital expenditures, access to capital and future rate of growth. Oil, natural gas and natural gas liquids are commodities, and therefore, their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand. Historically, the markets for oil, natural gas and natural gas liquids have been volatile and these markets will likely continue to be volatile in the future. Declines in oil, natural gas or natural gas liquids prices not only reduce our revenues, but could also reduce the amount of oil, natural gas and natural gas liquids we can produce economically. We are uncertain if oil and natural gas prices may rise from their current levels, and in fact, oil and natural gas prices may decrease again in future periods.

From time to time, we use derivative financial instruments to mitigate our exposure to commodity price risk associated with oil, natural gas and natural gas liquids prices. Even so, decisions as to whether, at what price and what production volumes to hedge are difficult and depend on market conditions and our forecast of future production and oil, natural gas and natural gas liquids prices, and we may not always employ the optimal hedging strategy. This, in turn, may affect the liquidity that can be accessed through the borrowing base under our Credit Agreement and through the capital markets. We expect our realized gains from derivatives, if any, to be less for the remainder of 2017, as compared to comparable periods in 2016, especially from our oil derivative contracts, as a result of higher oil prices anticipated in 2017 as compared to 2016.

Coinciding with the recent improvements in oil and natural gas prices since the latter part of 2016, we have begun to experience price increases from our service providers for some of the products and services we use in our drilling, completion and production operations. If oil and natural gas prices remain at their current levels for a longer period of time or should they increase further, we would anticipate additional price increases for drilling, completion and production products and services, although we can provide no estimates as to the eventual magnitude of these increases.

Like other oil and natural gas producing companies, our properties are subject to natural production declines. By their nature, our oil and natural gas wells will experience rapid initial production declines. We attempt to overcome these production declines by drilling to develop and identify additional reserves, by exploring for new sources of reserves and, at times, by acquisitions. During times of severe oil, natural gas and natural gas liquids price declines, however, drilling additional oil or natural gas wells may not be economical, and we may find it necessary to reduce capital expenditures and curtail drilling operations in order to preserve liquidity. A material reduction in capital expenditures and drilling activities could materially impact our production volumes, revenues, reserves, cash flows and our availability under our Credit Agreement.

We strive to focus our efforts on increasing oil and natural gas reserves and production while controlling costs at a level that is appropriate for long-term operations. Our ability to find and develop sufficient quantities of oil and natural gas reserves at economical costs is critical to our long-term success. Future finding and development costs are subject to changes in the costs of acquiring, drilling and completing our prospects.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Except as set forth below, there have been no material changes to the sources and effects of our market risk since December 31, 2016, which are disclosed in Part II, Item 7A of the Annual Report and incorporated herein by reference.

Commodity price exposure. We are exposed to market risk as the prices of oil, natural gas and natural gas liquids fluctuate as a result of changes in supply and demand and other factors. To partially reduce price risk caused by these market

fluctuations, we have entered into derivative financial instruments in the past and expect to enter into derivative financial instruments in the future to cover a significant portion of our anticipated future production.

We typically use costless (or zero-cost) collars and/or swap contracts to manage risks related to changes in oil, natural gas and natural gas liquids prices. Costless collars provide us with downside price protection through the purchase of a put option which is financed through the sale of a call option. Because the call option proceeds are used to offset the cost of the put option, these arrangements are initially “costless” to us. In the case of a costless collar, the put option and the call option have different fixed price components. In a swap contract, a floating price is exchanged for a fixed price over a specified period, providing downside price protection.

We record all derivative financial instruments at fair value. The fair value of our derivative financial instruments is determined using purchase and sale information available for similarly traded securities. At March 31, 2017, Comerica Bank, The Bank of Nova Scotia, BMO Harris Financing (Bank of Montreal) and SunTrust Bank (or affiliates thereof) were the counterparties for all of our derivative instruments. We have considered the credit standing of the counterparties in determining the fair value of our derivative financial instruments. See Note 8 to the interim unaudited condensed consolidated financial statements in this Quarterly Report for a summary of our open derivative financial instruments at March 31, 2017. Such information is incorporated herein by reference.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report, we evaluated the effectiveness of the design and operation of the Company’s disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that the Company’s disclosure controls and procedures were effective as of March 31, 2017 to ensure that (i) information required to be disclosed in the reports it files and submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that (ii) information required to be disclosed under the Exchange Act is accumulated and communicated to the Company’s management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

During the quarter ended March 31, 2017, there were no changes in our internal controls that have materially affected or are reasonably likely to have a material effect on our internal control over financial reporting.

Part II—OTHER INFORMATION**Item 1. Legal Proceedings**

We are party to several lawsuits encountered in the ordinary course of business. While the ultimate outcome and impact to us cannot be predicted with certainty, in the opinion of management, it is remote that these lawsuits will have a material adverse impact on our financial condition, results of operations or cash flows.

Item 1A. Risk Factors

We are subject to various risks and uncertainties in the course of our business. For a discussion of such risks and uncertainties, please see “Item 1A. Risk Factors” in the Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the quarter ended March 31, 2017, the Company re-acquired shares of common stock from certain employees in order to satisfy the employees’ tax liability in connection with the vesting of restricted stock.

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased under the Plans or Programs
January 1, 2017 to January 31, 2017	680	\$ 26.67	—	—
February 1, 2017 to February 28, 2017	198	24.07	—	—
March 1, 2017 to March 31, 2017	41,621	22.96	—	—
Total	42,499	\$ 23.02	—	—

(1) The shares were not re-acquired pursuant to any repurchase plan or program.

Item 6. Exhibits

A list of exhibits filed herewith is contained in the Exhibit Index that immediately precedes such exhibits and is incorporated by reference herein.

SIGNATURES

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 thereunto duly authorized.

MATADOR RESOURCES COMPANY

Date: May 5, 2017

By:

/s/ Joseph Wm. Foran

Joseph Wm. Foran

Chairman and Chief Executive Officer

Date: May 5, 2017

By:

/s/ David E. Lancaster

David E. Lancaster

Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
2.1	Subscription and Contribution Agreement, dated as of February 17, 2017, by and among Longwood Midstream Holdings, LLC, FP MMP Holdings LLC and San Mateo Midstream, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed on February 24, 2017).*
3.1	Certificate of Merger between Matador Resources Company (now known as MRC Energy Company) and Matador Merger Co. (incorporated by reference to Exhibit 3.4 to our Registration Statement on Form S-1 filed on August 12, 2011).
3.2	Amended and Restated Certificate of Formation of Matador Resources Company (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on February 13, 2012).
3.3	Certificate of Amendment to the Amended and Restated Certificate of Formation of Matador Resources Company (incorporated by reference to Exhibit 3.2 to the Quarterly Report on Form 10-Q for the quarter ended March 31, 2015).
3.4	Amended and Restated Bylaws of Matador Resources Company, as amended (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on December 23, 2016).
3.5	Statement of Resolutions for Series A Convertible Preferred Stock (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on March 2, 2015).
4.1	Fourth Supplemental Indenture, dated as of February 17, 2017, by and among Matador Resources Company, Black River Water Management Company, LLC, DLK Black River Midstream, LLC, Longwood Midstream Holdings, LLC, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on February 24, 2017).
10.1	Form of Employment Agreement between Matador Resources Company and each of Billy E. Goodwin and G. Gregg Krug, effective February 19, 2016 (filed herewith).
10.2	Tenth Amendment to Third Amended and Restated Credit Agreement, dated as of April 28, 2017, by and among MRC Energy Company, as Borrower, the Lenders party thereto and Royal Bank of Canada, as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on May 4, 2017).
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101	The following financial information from Matador Resources Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets - Unaudited, (ii) the Condensed Consolidated Statements of Operations - Unaudited, (iii) the Condensed Consolidated Statement of Changes in Shareholders' Equity - Unaudited, (iv) the Condensed Consolidated Statements of Cash Flows - Unaudited and (v) the Notes to Condensed Consolidated Financial Statements - Unaudited (submitted electronically herewith).
*	Pursuant to Item 601(b)(2) of Regulation S-K, the Company agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon request.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective as of the Effective Date (as defined below) by and between Matador Resources Company, a Texas corporation ("Matador"), which is the holding company of MRC Energy Company ("MRC"), acting through its Board of Directors (the "Board"), and [•] ("Employee"). For purposes of this Agreement, (i) the "Company" shall mean Matador and MRC, and (ii) the "Effective Date" shall mean February 19, 2016, or such other date as the Board and Employee may agree.

WHEREAS, the Company and Employee are parties to that certain employment agreement dated [•] (the "[•] Agreement");

WHEREAS, the Company and Employee desire to enter into this Agreement to supersede and replace the [•] Agreement and to set forth the terms and conditions of Employee's employment with the Company;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and promises hereinafter contained, do hereby agree as follows:

1. Employment. The Company hereby agrees to employ Employee in the capacity of [•], or in such other position or positions of the same or greater stature as the Board may direct or desire, to the extent reasonably acceptable to Employee, and Employee hereby accepts such employment, on the terms and subject to the conditions set forth herein.

2. Duties. Employee's principal duties and responsibilities shall be to (a) manage, generally, all of the Company's [•], subject to the supervision of the Chairman of the Board, the Chief Executive Officer or the President, (b) such other duties and responsibilities as may be more fully described in Matador's Bylaws for his position, and such other duties consistent with his position and (c) such other duties that are reasonably assigned to Employee from time to time by the Board, the Chairman of the Board or the Chief Executive Officer. Employee agrees to perform such services and duties and hold such offices as may be reasonably assigned to him from time to time by the Board, the Chairman of the Board or the Chief Executive Officer, consistent with his position, and to devote substantially his full time, energies and best efforts to the performance thereof to the exclusion of all other business activities, except reasonable and normal work for his personal affairs and estate and any other activities to which Matador may consent, and except for services to charitable, civic and/or professional organizations, to the extent such service does not materially and adversely impact Employee's service to the Company.

3. Term. Employee's employment shall be under the terms and conditions of this Agreement and shall expire at the end of eighteen (18) months from the Effective Date (the "Term"), subject to earlier termination as provided herein; provided, however, that the Term shall be extended automatically at the end of each month by one additional month unless by such date Matador or Employee gives written notice to the other that the Term shall not be further extended. Such notice must indicate that it shall have the effect of preventing any further extension of the Term.

4. Salary and Other Compensation. As compensation for the services to be rendered by Employee to the Company pursuant to this Agreement, Employee shall be paid the following compensation and other benefits:

(a) Base Salary. Employee shall receive an annualized salary of \$[•] per year, payable in installments in accordance with the Company's then standard payroll practices, or such higher compensation as may be established by the Company from time to time ("Base Salary"). Should Employee become "Partially Disabled," which for purposes hereof means the inability because of any physical or emotional illness lasting no more than 90 days to perform his assigned duties under this Agreement for no less than 20 hours per week (and including any period of short term total absence due to illness or injury, including recovery from surgery, but in no event lasting more than the 90-day period of Partial Disability), and if Employee, during any period of Partial Disability, receives any periodic payments representing lost compensation under any health and accident policy or under any salary continuation insurance policy, the premiums for which have been paid by the Company, the amount of Base Salary that Employee would be entitled to receive from the Company during the period of Partial Disability shall be decreased by the amounts of such payments. Notwithstanding the foregoing, should Employee become Totally Disabled, as defined in Section 12(b), during a period of Partial Disability, the provisions in Sections 12 and 14 with respect to Total Disability shall control.

(b) Annual Incentive Compensation. Employee shall be entitled to participate in the annual incentive plan for management maintained by Matador at a level to provide Employee with annual incentive compensation commensurate with Employee's position and responsibilities, as determined by, and based on such performance objectives as established by the Compensation Committee of the Board (the "Compensation Committee") and the Board, in their sole discretion.

(c) Long-Term Incentive Compensation. Employee shall be entitled to participate in Matador's Amended and Restated 2012 Long-Term Incentive Plan, or such other equity incentive plan as may exist in the future, with awards under any such plan to be determined by the Compensation Committee or the Board, in their discretion.

(d) Employee Benefit Plans. Employee shall be eligible to participate, to the extent he may be eligible pursuant to the terms of any such plan, in any profit sharing, retirement, insurance or other employee benefit plan maintained by the Company for the benefit of officers and senior management of the Company, at the officer/senior management level.

5. Life Insurance. The Company, in its discretion, may apply for and procure in its own name and for its own benefit, life insurance on the life of Employee in any amount or amounts considered advisable by the Company, and Employee shall submit to any medical or other examination and execute and deliver any application or other instrument in writing, reasonably necessary to effectuate such insurance.

6. Expenses. The Company shall pay, or reimburse Employee, for the reasonable and necessary business expenses of Employee, to the extent incurred in accordance with all applicable expense reimbursement policies of the Company.

7. Vacations and Leave. Employee shall be entitled to four (4) weeks paid vacation per year, to be accrued and used in accordance with the Company's vacation policy in effect from time to time.

8. Non-Disclosure of Confidential Information. The Company shall provide Employee Confidential Information, which Employee may use in the performance of his job duties with the Company. "Confidential Information," whether electronic, oral or in written form, includes without limitation: all geological and geophysical reports and related data such as maps, charts, logs, seismographs, seismic records and other reports and related data, calculations, summaries, memoranda and opinions relating to the foregoing, production records, electric logs, core data, pressure data, lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any documents relating to the business of the Company and information or data regarding the Company's systems, operations, business, finances, prospects, properties or prospective properties; provided, however, that Confidential Information shall not include any information that is or becomes publicly available, or is otherwise generally known in the Company's industry, other than as a result of any disclosure by Employee that is inconsistent with his duties pursuant to this Agreement. As a material inducement to the Company to enter into this Agreement and to pay to Employee the compensation stated in Section 4, Employee covenants and agrees that he shall not, at any time during or following the term of his employment, directly or indirectly divulge or disclose for any purpose whatsoever, other than as may be required by law, any Confidential Information that has been obtained by, or disclosed to, him as a result of his employment by the Company, or use such Confidential Information for any reason other than to perform his duties pursuant to this Agreement.

9. Non-Competition and Non-Solicitation Agreement.

(a) Employee acknowledges and agrees that the Confidential Information the Company shall provide Employee will enable Employee to injure the Company if Employee should compete with the Company. Therefore, Employee hereby agrees that during Employee's employment, and (i) if the Company terminates Employee's employment for Total Disability, or if Employee terminates his employment for Good Reason, then for a period of six (6) months thereafter, or (ii) if the Company terminates Employee's employment for Just Cause, Employee terminates his employment during the Term other than for Good Reason or Employee is entitled to severance pay pursuant to Section 14(b) or Section 14(c) (other than if Employee terminates his employment for Good Reason), then for a period of twelve (12) months thereafter (the period specified in clause (i) or (ii), as applicable, being referred to herein as the "Restricted Period"), Employee shall not, without the Company's prior written consent (which consent, in the event Employee terminates his employment for Good Reason, may not be unreasonably

withheld, but in each other situation described in clauses (i) and (ii) above, may be withheld in its sole discretion), directly or indirectly: (a) invest in (other than investments in publicly-owned companies which constitute not more than 1% of the voting securities of any such company) a Competing Business with Significant Assets in the Restricted Area (each as defined below), or (b) participate in a Competing Business as a manager, employee, director, officer, consultant, independent contractor, or other capacity or otherwise provide, directly or indirectly, services or assistance to a Competing Business in a position that involves input into or direction of the Competing Business's decisions within the Restricted Area. "Competing Business" means any person or entity engaged in oil and natural gas exploration, development, production and acquisition activities. "Significant Assets" means oil and natural gas reserves with an aggregate fair market value of \$25 million or more. "Restricted Area" means a one-mile radius of any oil and natural gas reserves held by the Company as of the end of Employee's employment, plus any county or parish where the Company, together with its subsidiaries, has Significant Assets as of the end of Employee's employment.

(b) During the Restricted Period, Employee agrees on his own behalf and on behalf of his affiliates that, without the prior written consent of the Board, the Chairman of the Board or the Chief Executive Officer, they shall not, directly or indirectly, (i) solicit for employment or a contracting relationship, or employ or retain any person who is or has been, within six months prior to such time, employed by or engaged as an individual independent contractor to the Company or its affiliates or (ii) induce or attempt to induce any such person to leave his or her employment or independent contractor relationship with the Company or its affiliates. The Company agrees that the foregoing restriction is not intended to apply generally to companies providing services to the Company, such as rig and oilfield services providers, or lenders.

10. Reasonableness of Restrictions

(a) Employee has carefully read and considered the provisions of Sections 8 and 9, and, having done so, agrees that the restrictions set forth in those Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company and its parent or subsidiary corporations, officers, directors, and shareholders.

(b) In the event that, notwithstanding the foregoing, any of the provisions of Sections 8 or 9 shall be held to be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of Sections 8 or 9 shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period, the areas of restriction and/or related aspects deemed reasonable and enforceable by the court shall become and thereafter be the maximum restriction in such regard, and the restriction shall remain enforceable to the fullest extent deemed reasonable by such court.

(c) Sections 8 and 9 shall survive the termination of this Agreement. If Employee is found by a court of competent jurisdiction or arbitrator to have materially violated any of the restrictions contained in Section 9, the restrictive period will be suspended and will not run in favor of Employee during such period that Employee shall have been found to be in material violation thereof.

11. Remedies for Breach of Employee's Covenants of Non-Disclosure, Non-Competition and Non-Solicitation. In the event of a breach or threatened breach of any of the covenants in Sections 8 or 9, then the Company shall be entitled to seek a temporary restraining order and injunctive relief restraining Employee from the commission of any breach.

12. Termination. Employment of Employee under this Agreement may be terminated:

(a) By Employee's death.

(b) If Employee is Totally Disabled. For the purposes of this Agreement, Employee is totally disabled if he is "Totally Disabled" as defined in and for the period necessary to qualify for benefits under any disability income insurance policy and any replacement policy or policies covering Employee and Employee has been declared to be Totally Disabled by the insurer.

(c) By mutual agreement of Employee and the Company.

(d) By the dissolution and liquidation of Matador (other than as part of a reorganization, merger, consolidation or sale of all or substantially all of the assets of Matador whereby the business of Matador is continued).

(e) By the Company for Just Cause. This Agreement and Employee's employment with the Company may be terminated for Just Cause at any time in accordance with Section 13. For purposes of this Agreement, "Just Cause" shall mean only the following: (i) Employee's continued and material failure to perform the duties of his employment consistent with Employee's position, except as a result of being Partially Disabled (during any period of Partial Disability) or Totally Disabled, (ii) Employee's failure to perform his material obligations under this Agreement, except as a result of being Partially Disabled (during any period of Partial Disability) or Totally Disabled, or a material breach by the Employee of the Company's written policies concerning discrimination, harassment, conflicts of interest or securities trading, (iii) Employee's insubordination, lack of cooperation, conduct detrimental to the Company or refusal or failure to follow lawful directives of the Board, the Chairman of the Board and/or Chief Executive Officer, except as a result of being Partially Disabled (during any period of Partial Disability) or Totally Disabled, (iv) Employee's commission of an act of fraud, theft, embezzlement or violation of an applicable regulation or law involving financial impropriety, (v) Employee's indictment for or conviction of a felony or other crime involving moral turpitude, or (vi) Employee's intentional breach of fiduciary duty; provided, however, that Employee shall have thirty (30) days after written notice from the Board (or Compensation Committee or Executive

Committee of the Board (the “Executive Committee”) to remedy any actions alleged under subsections (i) or (ii) in the manner reasonably specified by the Board (or Compensation Committee or Executive Committee), unless the Board (or Compensation Committee or Executive Committee), in its sole and reasonable discretion, determines that such alleged actions cannot be remedied within such thirty (30) day period. For the avoidance of doubt, the parties acknowledge and agree that a termination by the Company for Just Cause shall have priority over the other provisions of this Section 12, and the Company shall have the right, to the extent raised by the Company within twelve (12) months following Employee’s termination, to “claw back” any benefits paid to Employee based on a termination pursuant to any other provision of this Section 12, in the event that the Company subsequently discovers the existence of facts or circumstances that would have been grounds for Employee’s termination for Just Cause; provided, however, that the foregoing shall not modify in any way Employee’s rights to dispute any termination for Just Cause, or to have any such dispute resolved by mediation or arbitration, as provided herein.

(f) At the end of the Term.

(g) By Employee for Good Reason. This Agreement and Employee’s employment with the Company may be terminated at any time, at the election of Employee, for Good Reason in accordance with Section 13, and such termination for Good Reason shall be treated as an involuntary separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder. As used in this Agreement, “Good Reason” shall mean (i) the assignment to Employee of duties inconsistent with the title of [•] or his then-current office, or a material diminution in Employee’s then current authority, duties or responsibilities; (ii) a diminution of Employee’s then current Base Salary or other action or inaction that constitutes a material breach of this Agreement by the Company; or (iii) the relocation of Matador’s principal executive offices to a location more than thirty (30) miles from Matador’s current principal executive offices or the transfer of Employee to a place other than Matador’s principal executive offices (excepting required travel on the Company’s business). Within thirty (30) days from the date Employee knows of the actions constituting Good Reason as defined in this Section 12(g), Employee shall give the Company written notice thereof, and provide the Company with a reasonable period of time, in no event exceeding thirty (30) days, after receipt of such notice to remedy the alleged actions constituting Good Reason; provided, however, that the Company shall not be entitled to notice of, and the opportunity to remedy, the recurrence of any alleged actions (or substantially similar actions) constituting Good Reason in the event that Employee has previously provided notice of such prior alleged actions (or substantially similar actions) to the Company and provided the Company an opportunity to cure such prior actions (or substantially similar actions). In the event the Company does not cure the alleged actions, if Employee does not terminate this Agreement and his employment within sixty (60) days following the last day of the Company’s cure period, Employee shall not be entitled to terminate his employment for Good Reason based upon the occurrence of such actions; provided,

however, that any recurrence of such actions (or substantially similar actions) may constitute Good Reason. Any corrective measures undertaken by the Company are solely within its discretion and do not concede or indicate agreement that the actions described in Employee's written notice constitute Good Reason within the meaning of this Section 12(g).

(h) By Employee other than for Good Reason. This Agreement and Employee's employment with the Company may be terminated at any time, at the election of Employee, other than for Good Reason.

(i) Upon a Change in Control; provided (i) Employee is terminated by the Company without Just Cause, or (ii) Employee terminates his employment with Good Reason, in either case within 30 days prior to or twelve (12) months following the Change in Control. As used in this Section 12(i) and Section 14, the term "Change in Control" shall mean a change in control event for purposes of Section 409A of the Code, as defined in Treasury Regulation Section 1.409A-3(i)(5) and any successor provision thereto, which currently is the following:

(i) A change in ownership of Matador occurs on the date that any Person other than (1) Matador or any subsidiaries, (2) a trustee or other fiduciary holding securities under an employee benefit plan of Matador or any of its Affiliates, (3) an underwriter temporarily holding stock pursuant to an offering of such stock, or (4) a corporation owned, directly or indirectly, by the shareholders of Matador in substantially the same proportions as their ownership of Matador's stock, acquires ownership of Matador's stock that, together with stock held by such Person, constitutes more than 50% of the total fair market value or total voting power of Matador's stock. However, if any Person is considered to own already more than 50% of the total fair market value or total voting power of Matador's stock, the acquisition of additional stock by the same Person is not considered to be a Change in Control. In addition, if any Person has effective control of Matador through ownership of 30% or more of the total voting power of Matador's stock, as described in Section 12(i), subsection (ii), below, the acquisition of additional control of Matador by the same Person is not considered to cause a Change in Control pursuant to this Section 12(i), subsection (i);

(ii) Even though Matador may not have undergone a change in ownership under Section 12(i), subsection (i), above, a change in the effective control of Matador occurs on either of the following dates:

a) the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) ownership of Matador's stock possessing 30% or more of the total voting power of Matador's stock. However, if any Person owns 30% or more of the total voting power of

Matador's stock, the acquisition of additional control of Matador by the same Person is not considered to cause a Change in Control pursuant to this Section 12(i), subsection (ii), clause a); or

b) the date during any 12-month period when a majority of members of the Board is replaced by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; provided, however, that any such director shall not be considered to be endorsed by the Board if his or her initial assumption of office occurs as a result of an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) A change in the ownership of a substantial portion of Matador's assets occurs on the date that a Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets of Matador, that have a total gross fair market value equal to at least 40% of the total gross fair market value of all of Matador's assets immediately before such acquisition or acquisitions. However, there is no Change in Control where there is such a transfer to an entity that is controlled by the shareholders of Matador immediately after the transfer, through a transfer to a) a shareholder of Matador (immediately before the asset transfer) in exchange for or with respect to Matador's stock; b) an entity, at least 50% of the total value or voting power of the stock of which is owned, directly or indirectly, by Matador; c) a Person that owns, directly or indirectly, at least 50% of the total value or voting power of Matador's outstanding stock; or d) an entity, at least 50% of the total value or voting power of the stock of which is owned by a Person that owns, directly or indirectly, at least 50% of the total value or voting power of Matador's outstanding stock.

(iv) For the purposes of this definition of Change in Control only:

"Person" shall have the meaning given in Section 7701(a)(1) of the Code. Person shall include more than one Person acting as a group as defined in the Final Treasury Regulations issued under Section 409A of the Code.

(v) As noted, the definition of Change in Control as set forth in this Section 12(i) shall be interpreted in accordance with the Treasury Regulations under Section 409A of the Code, it being the intent of the parties that this Section 12(i) shall be in compliance with the requirements of said Code Section and said Regulations. Notwithstanding the definition of Change in Control as set forth in this Section 12(i), no Change in Control shall be deemed to have occurred as a result of the sale of any equity securities by Matador in any registered public offering.

13. Notice of Termination/Date of Termination. Termination of Employee's employment by the Company for Just Cause or by Employee for Good Reason or other than for Good Reason shall be accompanied by written notice of the reason for such termination. Such notice shall indicate a specific termination provision in this Agreement which is relied upon, describe the basis for such termination, if any, and the Date of Termination. If Employee's employment is terminated by Employee other than for Good Reason, the Date of Termination shall be not less than thirty (30) days following such written notice. As used in this Agreement, "Date of Termination" shall mean a "Separation from Service" as defined in Section 16 hereof.

14. Payments With Respect to Termination; Vesting of Equity Incentive Awards. Payments to Employee upon termination shall be limited to the following:

(a) If Employee's employment is terminated by the Company upon death pursuant to Section 12(a), Total Disability pursuant to Section 12(b), mutual agreement pursuant to Section 12(c), dissolution and liquidation pursuant to Section 12(d), for Just Cause pursuant to Section 12(e), at the end of the Term pursuant to Section 12(f), or by Employee other than for Good Reason pursuant to Section 12(h), Employee shall be entitled to all arrearages of Base Salary, accrued but unused vacation and expenses as of the Date of Termination (the "Accrued Obligations") payable in accordance with the Company's customary payroll practices, plus (unless Employee's employment is terminated by the Company for Just Cause or by Employee other than for Good Reason) an amount equal to the average annual amount of all bonuses paid to Employee with respect to the prior two (2) calendar years, pro-rated based on the number of complete or partial months of Employee's employment during the calendar year in which his employment terminates payable in a lump sum, subject to Section 16(b), on the sixtieth (60th) day following the Date of Termination, but shall not be entitled to further compensation.

(b) If Employee's employment is terminated by the Company for a reason other than as described in Section 14(a) or (c), or is terminated by Employee for Good Reason pursuant to Section 12(g), the Company shall (i) pay to Employee all Accrued Obligations as required under applicable wage payment laws and in accordance with the Company's customary payroll practices, and (ii) subject to Employee's compliance with Sections 8 and 9, pay to Employee severance pay in an amount equal to his then-current Base Salary as of the Date of Termination, plus an amount equal to the average annual amount of all bonuses paid to Employee with respect to the prior two (2) calendar years, in a lump sum, subject to Section 16(b), on the sixtieth (60th) day following the Date of Termination. Employee shall have no obligation to seek other employment, and any income so earned shall not reduce the foregoing amounts.

(c) If in contemplation of or following a Change in Control pursuant to Section 12(i), Employee's employment is terminated by the Company without Just Cause or is terminated by Employee with Good Reason, the Company shall (i) pay to Employee all Accrued Obligations as required under applicable wage payment laws and in accordance with the Company's customary payroll practices, and (ii) subject to Employee's

compliance with Sections 8 and 9, pay to Employee severance pay in an amount equal two (2) times the then-current Base Salary as of the Date of Termination, plus two (2) times an amount equal to the average annual amount of all bonuses paid to Employee with respect to the prior two (2) calendar years, in a lump sum, (A) on the date which immediately follows six (6) months from the Date of Termination or, if earlier, (B) within thirty (30) days of Employee's death, with the exact date of payment after Employee's death to be determined by the Company. Immediately prior to such termination of employment, as contemplated in the prior sentence, all unvested equity incentive awards held by Employee shall vest, and the forfeiture provisions with respect to any such awards that are subject to forfeiture will terminate. Employee shall have no obligation to seek other employment and any income so earned shall not reduce the foregoing amounts.

(d) Except with respect to any Accrued Obligations, which shall be paid in accordance with Section 14, as a condition to receiving any other payment under Section 14, and to the extent that Employee is then living and not prevented from executing a release of claims due to any disability, Employee shall execute (and not revoke) a release of claims in a form reasonably satisfactory to the Company (which release shall be provided to Employee within five (5) business days following the Date of Termination and must be returned to the Company (and not revoked) within forty-five (45) days following the Date of Termination). If Employee fails or otherwise refuses to execute and not revoke a release of claims within forty-five (45) days following the Date of Termination, and in all events prior to the date on which such other payment is to be first paid to him, Employee shall not be entitled to any such other payment, except as required by applicable wage payment laws, until Employee executes and does not revoke for forty-five (45) days, a release of claims.

15. Timing of Payments with Respect to Termination. In the event that, without the express or implied consent of Employee, the Company fails to make, either intentionally or unintentionally, any payment required pursuant to Section 14 at the time such payment is so required, and in addition to any other remedies that might be available to Employee under this Agreement or applicable law, including compliance with the requirements of Section 409A of the Code regarding disputed payments and refusals to pay, the Company and Employee agree that the unpaid amount of any such required payment shall increase by five percent (5%) per month for each month, or portion thereof, during which such payment is not made. The Company and Employee agree that any such increase is not interest, but is for purposes of compensating Employee for certain costs and expenses anticipated to be incurred by Employee in the event that any such payment is not made when required, the actual amounts of which are difficult to estimate. Notwithstanding the foregoing, in the event that any such amount is held to be interest, Employee shall not be entitled to charge, receive or collect, nor shall amounts received hereunder be credited so that Employee shall be paid, as interest a sum greater than interest at the Maximum Rate (as defined below). It is the intention of the Company and Employee that this Agreement shall comply with applicable law. If Employee is deemed to have charged or received anything of value which is deemed to be interest under applicable law, and if such interest is deemed to exceed the maximum lawful amount, any amount which exceeds interest at the Maximum Rate shall be applied to other amounts that might be owed to Employee by the Company or its affiliates, whether under this Agreement or otherwise,

and if there are no such other amounts owed to Employee by the Company or its affiliates, any remaining excess shall be paid to the Company. In determining whether any such deemed interest exceeds interest at the Maximum Rate, the total amount of interest shall be spread, prorated and amortized throughout the entire time during which such payment is due, until payment in full. The term "Maximum Rate" means the maximum nonusurious rate of interest per annum permitted by whichever of applicable United States federal law or Texas law permits the higher interest rate, including to the extent permitted by applicable law, any amendments thereof hereafter or any new law hereafter coming into effect to the extent a higher Maximum Rate is permitted thereby.

16. Other Termination Provisions.

(a) Separation from Service. Notwithstanding anything to the contrary in this Agreement, with respect to any amounts payable to Employee under this Agreement that are treated as "non-qualified deferred compensation" subject to Section 409A of the Code in connection with a termination of Employee's employment, in no event shall a termination of employment occur under this Agreement unless such termination constitutes a Separation from Service. "Separation from Service" shall mean Employee's "separation from service" with the Company as such term is defined in Treasury Regulation Section 1.409A-1(h) and any successor provision thereto.

(b) Section 409A Compliance. Notwithstanding anything contained in this Agreement to the contrary, to the maximum extent permitted by applicable law, amounts payable to Employee pursuant to Section 14 shall be made in reliance upon Treasury Regulation Section 1.409A-1(b)(9) (Separation Pay Plans) or Treasury Regulation Section 1.409A-1(b)(4) (Short-Term Deferrals). However, to the extent any such payments are treated as non-qualified deferred compensation subject to Section 409A of the Code, then if Employee is deemed at the time of his Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the benefits to which Employee is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Employee's termination benefits shall not be provided to Employee prior to the earlier of (i) the expiration of the six-month period measured from the date of Employee's Separation from Service or (ii) the date of Employee's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 16(b) shall be paid in a lump sum to Employee. The determination of whether Employee is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his Separation from Service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(c) Section 280G Treatment.

(i) (A) In the event it is determined that any payment, distribution or benefits of any type by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Change in Control Payments"), constitute

“parachute payments” within the meaning of Section 280G(b)(2) of the Code, the Company will provide Employee with a computation of (1) the maximum amount of the Change in Control Payments that could be made, without the imposition of the excise tax imposed by Section 4999 of the Code (said maximum amount being referred to as the “Capped Amount”); (2) the value of the Change in Control Payments that could be made pursuant to the terms of this Agreement (all said payments, distributions and benefits being referred to as the “Uncapped Amount”); (iii) the dollar amount of the excise tax (if any) including any interest or penalties with respect to such excise tax which Employee would become obligated to pay pursuant to Section 4999 of the Code as a result of receipt of the Uncapped Amount (the “Excise Tax Amount”); and (iv) the net value of the Uncapped Amount after reduction by the Excise Tax Amount and the estimated income taxes payable by Employee on the difference between the Uncapped Amount and the Capped Amount, assuming that Employee is paying the highest marginal tax rate for state, local and federal income taxes (the “Net Uncapped Amount”).

(B) If the Capped Amount is greater than the Net Uncapped Amount, Employee shall be entitled to receive or commence to receive payments equal to the Capped Amount; or if the Net Uncapped Amount is greater than the Capped Amount, Employee shall be entitled to receive or commence to receive payments equal to the Uncapped Amount. If Employee receives the Uncapped Amount, then Employee shall be solely responsible for the payment of all income and excise taxes due from Employee and attributable to such Uncapped Amount, with no right of additional payment from the Company as reimbursement for any taxes.

(ii) All determinations required to be made under Section 16(c)(i)(A) shall be made in writing by the independent accounting firm agreed to by the Company and Employee on the date of the Change in Control (the “Accounting Firm”), whose determination shall be conclusive and binding upon Employee and the Company for all purposes. For purposes of making the calculations required by Section 16(c)(i)(A), the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Employee shall furnish to the Accounting Firm such information and documents as it reasonably may request in order to make determinations under Section 16(c)(i)(A). If the Accounting Firm determines that no Excise Tax Amount is payable by Employee, it shall furnish Employee with an opinion that he has substantial authority not to report any excise tax pursuant to Section 4999 of the Code on his federal income tax return. The Company shall bear all costs the Accounting Firm may reasonably incur in connection with any calculations contemplated by Section 16(c)(i)(A).

(iii) (A) If the computations and valuations required to be provided by the Company to Employee pursuant to Section 16(c)(i)(A) are on audit challenged by the Internal Revenue Service as having been performed in a manner inconsistent with the requirements of Sections 280G and 4999 of the Code or if Section 409A of the Code is determined to apply to all or any part of the payments to which Employee or his survivors may be entitled under this Agreement and as a result of such audit or determination, (1) the amount of cash and the benefits provided for in Section 16(c)(i) remaining to Employee after completion of such audit or determination is less than (2) the amount of cash and the benefits which were paid or provided to Employee on the basis of the calculations provided for in Section 16(c)(i)(A) (the difference between (1) and (2) being referred to as the “Shortfall Amount”), then Employee shall be entitled to receive an additional payment (an “Indemnification Payment”) in an amount such that, after payment by Employee of all taxes (including additional excise taxes under said Section 4999 of the Code and any interest and penalties imposed with respect to any taxes) imposed upon the Indemnification Payment and all reasonable attorneys’ and accountants’ fees incurred by Employee in connection with such audit or determination, Employee retains an amount of the Indemnification Payment equal to the Shortfall Amount. The Company shall pay the Indemnification Payment to Employee in a lump sum cash payment within thirty (30) days of the completion of such audit or determination.

(B) If the computations and valuations required to be provided by the Company to Employee pursuant to Section 16(c)(i)(A) are on audit challenged by the Internal Revenue Service as having been performed in a manner inconsistent with the requirements of Sections 280G and 4999 of the Code and as a result of such audit or determination, (1) the amount of cash and the benefits which were paid or provided to Employee on the basis of the calculations provided for in Section 16(c)(i)(A) is greater than (2) the amount of cash and the benefits provided for in Section 16(c)(i) payable to Employee after completion of such audit or determination (the difference between (1) and (2) being referred to as the “Excess Amount”), then Employee shall repay to the Company the Excess Amount in a lump sum cash payment within thirty (30) days of the completion of such audit or determination.

(C) Notwithstanding the foregoing provisions of this Section 16(c)(iii), (1) any payment made to or on behalf of Employee which relates to taxes imposed on Employee shall be made not later than the end of the calendar year next following the calendar year in which such taxes are remitted by or on behalf of Employee, and (2) any payment made to or on behalf of Employee which relates to reimbursement of expenses incurred due to a tax audit or litigation addressing the existence or amount of a tax liability shall be made by the end of the calendar year following the calendar year in which the taxes that are the subject of the audit or litigation are remitted to the taxing authority, or where as a result of such audit or litigation no taxes are remitted, the end of the

calendar year following the calendar year in which the audit is completed or there is a final and non-appealable settlement or other resolution of the litigation, whichever is the last event to occur.

(d) Termination by Employee Other than for Good Reason. If at any time Employee terminates his employment other than for Good Reason, Employee shall have no further obligation to the Company other than the provisions of Sections 8, 9, 14(d), 16(c)(iii)(B) and 21.

17. In-Kind Benefits and Reimbursements. Notwithstanding anything to the contrary in this Agreement, in-kind benefits and reimbursements provided under this Agreement during any tax year of Employee shall not affect in-kind benefits or reimbursements to be provided in any other tax year of Employee and are not subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Agreement, reimbursement requests must be timely submitted by Employee and, if timely submitted, reimbursement payments shall be made to Employee as soon as administratively practicable following such submission, but in no event later than the last day of Employee's taxable year following the taxable year in which the expense was incurred. In no event shall Employee be entitled to any reimbursement payments after the last day of Employee's taxable year following the taxable year in which the expense was incurred. This paragraph shall only apply to in-kind benefits and reimbursements that would result in taxable compensation income to Employee.

18. Section 409A; Separate Payments. This Agreement is intended to be written, administered, interpreted and construed in a manner such that no payment or benefits provided under the Agreement become subject to (a) the gross income inclusion set forth within Code Section 409A(a)(1)(A) or (b) the interest and additional tax set forth within Code Section 409A(a)(1)(B) (together, referred to herein as the "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of Section 409A Penalties. In no event shall the Company be required to provide a tax gross-up payment to Employee or otherwise reimburse Employee with respect to Section 409A Penalties. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that Employee may be eligible to receive under this Agreement shall be treated as a separate and distinct payment.

19. Indemnification. Matador shall indemnify Employee to the extent permitted pursuant to the Certificate of Formation of Matador, the Bylaws of Matador and any indemnification agreement between Matador and Employee that may be in effect from time to time during the Term, the terms of which are incorporated herein by reference.

20. Resignation Upon Termination. In the event of termination of Employee's employment for any reason, Employee hereby shall be deemed upon such termination to have immediately resigned from all positions held in the Company, including without limitations any position as a director, officer, agent, trustee or consultant of the Company or any affiliate of the Company and shall execute all documents reasonably necessary to further effectuate or document such resignation from such positions.

21. Cooperation. During and after Employee's employment with the Company, Employee shall cooperate fully with the Company in the defense or prosecution of all claims or actions now in existence or which may be brought in the future against or on behalf of the Company or its affiliates. Employee's full cooperation in connection with such claims or actions shall include, but shall not be limited to, being available to meet with counsel to the Company and/or its affiliates to prepare for discovery, trial or alternative dispute resolution proceedings, and to act as a witness on behalf of the Company and its affiliates. During and after Employee's employment, Employee shall cooperate with the Company and its affiliates in connection with any investigation or review by any federal, state or local regulatory authority. In addition, during and after Employee's employment with the Company, Employee shall assist the Company in all reasonably requested transition efforts in connection with Employee's separation from the Company or the transfer of duties or responsibilities from Employee, including but not limited to execution and delivery of all documents that the Company reasonably requests to be signed by Employee. The Company shall (a) pay Employee an amount equal to his Base Salary in effect immediately prior to his termination of employment, but in any case not to exceed \$1,500 per day, pro rated based on the number of days (and further pro rated for any partial day) that Employee is required to perform the foregoing obligations, and (b) reimburse Employee for any reasonable out-of-pocket expenses incurred by Employee in connection therewith.

22. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement, shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

23. Governing Law; Venue; Arbitration. This Agreement shall in all respects be subject to, and governed by, the laws of the State of Texas.

(a) Injunctive Relief. The Company and Employee agree and consent to the personal jurisdiction of the state and local courts of Dallas County, Texas and/or the United States District Court for the Northern District of Texas in the event that the Company or Employee seeks injunctive relief with respect to any provision hereof, and that those courts, and only those courts, shall have jurisdiction with respect thereto. The Company and Employee also agree that those courts are convenient forums for the parties and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to Employee at his last known address as reflected in the Company's records.

(b) All Other Disputes. In the event of any dispute, claim, question or disagreement relating to this Agreement, other than one for which the Company or Employee seeks injunctive relief, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If such a dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial

Mediation Rules before resorting to arbitration or some other dispute resolution procedure. If the parties do not reach such solution through negotiation or mediation within a period of sixty (60) days after a claim is first made by a party, then, upon notice by either party to the other, all disputes, claims, questions or disagreements shall be finally settled by arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator shall be selected by agreement of the parties or, if they do not agree on an arbitrator within thirty (30) days after either party has notified the other of his or its desire to have the question settled by arbitration, then the arbitrator shall be selected pursuant to the procedures of the AAA, with such arbitration taking place in Dallas, Texas. The determination reached in such arbitration shall be final and binding on all parties. Enforcement of the determination by such arbitrator may be sought in any court of competent jurisdiction.

24. Substantially Prevailing Party. The substantially prevailing party in any legal proceeding, including mediation and arbitration, based upon this Agreement shall be entitled to reasonable attorneys' fees and costs, in addition to any other damages and relief allowed by law, from the substantially non-prevailing party; provided, however, that the maximum amount of fees and costs of all parties for which Employee shall be liable shall be \$100,000.

25. Severability. The invalidity or unenforceability of any provision in the Agreement shall not in any way affect the validity or enforceability of any other provision and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in the Agreement.

26. Notice. Any and all notices required or permitted herein shall be deemed delivered if delivered personally or if mailed by registered or certified mail to the Company at its principal place of business and to Employee at the address hereinafter set forth following Employee's signature, or at such other address or addresses as either party may hereafter designate in writing to the other.

27. Assignment. This Agreement, together with any amendments hereto, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives, except that the rights and benefits of either of the parties under this Agreement may not be assigned without the prior written consent of the other party.

28. Amendments. This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing, signed by Matador and Employee.

29. Entire Agreement. This Agreement, along with the Company's employee handbook, as it may be amended from time to time, to the extent it does not specifically conflict with any provision of this Agreement, contains the entire agreement and understanding by and between Employee and the Company with respect to the employment of Employee, and no representations, promises, agreements, or understandings, written or oral, relating to the employment of Employee by the Company not contained herein, including without limitation the [•] Agreement, shall be of any force or effect .

30. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the Company and Employee, and their respective heirs, personal and legal representatives, successors, and assigns.

31. References to Gender and Number Terms. In construing this Agreement, feminine or number pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place where the context so requires.

32. Headings. The various headings in this Agreement are inserted for convenience only and are not part of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Company and Employee have duly executed this Agreement to be effective as of the Effective Date.

MATADOR RESOURCES COMPANY

By: _____
Joseph Wm. Foran
Chairman of the Board and Chief
Executive Officer

Address for Notice:

One Lincoln Centre
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attention: Board of Directors

EMPLOYEE:

[•], individually

Address for Notice:

[•]

(FORM)
SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (this "Agreement") is entered into by Matador Resources Company, a Texas corporation ("Matador" or the "Company"), and [] ("Employee") as of (the "Agreement Date"). Matador and Employee are referred to as the "Parties." This Agreement cancels and supersedes all prior agreements relating to Employee's employment with Matador except as provided in this Agreement.

WHEREAS, Matador and Employee entered into an Employment Agreement as of _____, 2016 (the "Employment Agreement"). This Agreement is entered into by and between Employee and Matador pursuant to the Employment Agreement;

WHEREAS, because of Employee's employment as an employee of Matador, Employee has obtained intimate and unique knowledge of all aspects of Matador's business operations, current and future plans, financial plans and other confidential and proprietary information;

WHEREAS, Employee's employment with Matador and all other positions, if any, held by Employee in Matador or any of its subsidiaries or affiliates, including officer positions, terminated effective as of [DATE] (the "Separation Date"); and

WHEREAS, except as otherwise provided herein, the Parties desire to finally, fully and completely resolve all disputes that now or may exist between them, including, but not limited to those concerning the Employment Agreement (except for the post-termination obligations contained in the Employment Agreement), Employee's job performance and activities while employed by Matador and Employee's hiring, employment and separation from Matador, and all disputes over benefits and compensation connected with such employment;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. End of Employee's Employment. Employee's employment with Matador terminated on the Separation Date.
2. Certain Payments and Benefits.

(a) Accrued Obligations. In accordance with Matador's customary payroll practices, Matador shall pay Employee for all unpaid salary, unreimbursed business expenses, and any accrued but unused vacation through the Separation Date ("Accrued Obligations").

(b) Separation Payments. Subject to Employee's consent to and fulfillment of Employee's obligations in this Agreement and, if applicable pursuant to the Section 14(b) or (c) of the Employment Agreement, Employee's post-termination obligations in Sections 8 and 9 of the Employment Agreement, and provided that Employee does not revoke this Agreement pursuant to Section 12 hereof, Matador shall pay Employee the amount of \$[AMOUNT], minus normal payroll withholdings and taxes ("Separation Payment"),

payable as provided in the Employment Agreement. The Separation Payment will not be treated as compensation under Matador's 401(k) Plan or any other retirement plan.

(c) Waiver of Additional Compensation or Benefits. Other than the compensation and payments provided for in this Agreement and the post-termination benefits provided for in the Employment Agreement, Employee shall not be entitled to any additional compensation, benefits, payments or grants under any agreement, benefit plan, severance plan or bonus or incentive program established by Matador or any of Matador's affiliates, other than any vested retirement plan benefits, any vested equity grants or COBRA continuation coverage benefits. **[TO BE MODIFIED, IF APPLICABLE, FOR OTHER BENEFITS.]** Employee agrees that the release in Section 3 covers any claims Employee might have regarding Employee's compensation, bonuses, stock options or grants and any other benefits Employee may or may not have received during Employee's employment with Matador.

3. General Release and Waiver. In consideration of the payments and other consideration provided for in this Agreement, that being good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by Employee, Employee, on Employee's own behalf and on behalf of Employee's agents, administrators, representatives, executors, successors, heirs, devisees and assigns (collectively, the "Releasing Parties") hereby fully releases, remises, acquits and forever discharges Matador and all of its affiliates, and each of their respective past, present and future officers, directors, shareholders, equity holders, members, partners, agents, employees, consultants, independent contractors, attorneys, advisers, successors and assigns (collectively, the "Released Parties"), jointly and severally, from any and all claims, rights, demands, debts, obligations, losses, causes of action, suits, controversies, setoffs, affirmative defenses, counterclaims, third party actions, damages, penalties, costs, expenses, attorneys' fees, liabilities and indemnities of any kind or nature whatsoever (collectively, the "Claims"), whether known or unknown, suspected or unsuspected, accrued or unaccrued, whether at law, equity, administrative, statutory or otherwise, and whether for injunctive relief, back pay, fringe benefits, reinstatement, reemployment, or compensatory, punitive or any other kind of damages, which any of the Releasing Parties ever have had in the past or presently have against the Released Parties, and each of them, arising from or relating to Employee's employment with Matador or its affiliates or the termination of that employment or any circumstances related thereto, or (except as otherwise provided below) any other matter, cause or thing whatsoever, including without limitation all claims arising under or relating to employment, employment contracts, employee benefits or purported employment discrimination or violations of civil rights of whatever kind or nature, including without limitation all claims arising under the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act, as amended, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, Title VII of the United States Civil Rights Act of 1964, 42 U.S.C. § 1981, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 and/or 1871, the Sarbanes-Oxley Act, the Genetic Information Nondiscrimination Act, the Lily Ledbetter Act, the Texas Commission on Human Rights Act, the Texas Payday Law, the Texas Labor Code or any other applicable federal, state or local employment statute, law or ordinance, including, without limitation, any disability claims under any such laws, claims for wrongful discharge, claims arising under state law, contract

claims including breach of express or implied contract, alleged tortious conduct, claims relating to alleged fraud, breach of fiduciary duty or reliance, breach of implied covenant of good faith and fair dealing, and any other claims arising under state or federal law, as well as any expenses, costs or attorneys' fees. Employee further agrees that Employee will not file or permit to be filed on Employee's behalf any such claim. Notwithstanding the preceding sentence or any other provision of this Agreement, this release is not intended to interfere with Employee's right to file a charge with the Equal Employment Opportunity Commission (the "EEOC"), or other comparable agency, in connection with any claim Employee believes Employee may have against Matador or its affiliates. However, by executing this Agreement, Employee hereby waives the right to recover in any proceeding Employee may bring before the EEOC or any state human rights commission or in any proceeding brought by the EEOC or any state human rights commission on Employee's behalf. This release shall not apply to any of Matador's obligations under this Agreement or post-termination obligations under the Employment Agreement, any vested retirement plan benefits, any vested equity grants or COBRA continuation coverage benefits. **[TO BE MODIFIED, IF APPLICABLE, FOR OTHER SURVIVING ARRANGEMENTS.]** Employee acknowledges that certain of the payments and benefits provided for in Section 2 of this Agreement constitute good and valuable consideration for the release contained in this Section 3.

4. Return of Matador Property. Within 7 days of the Agreement Date, Employee shall, to the extent not previously returned or delivered: (a) return all equipment, records, files, programs or other materials and property in Employee's possession which belongs to Matador or any of its affiliates, including, without limitation, all computers, printers, laptops, personal data assistants, cell phones, credit cards, keys and access cards; and (b) deliver all original and copies of Confidential Information (as defined in the Employment Agreement) in Employee's possession and notes, materials, records, plans, technical data or other documents, files or programs (whether stored in paper form, computer form, digital form, electronically or otherwise) in Employee's possession that contain Confidential Information. By signing this Agreement, Employee represents and warrants that Employee has not retained and has or will timely return and deliver all the items described or referenced in subsections (a) or (b) above; and, that should Employee later discover additional items described or referenced in subsections (a) or (b) above, Employee will promptly notify Matador and return/deliver such items to Matador.

5. Non-Disparagement. Employee agrees that Employee will not, directly or indirectly, disclose, communicate, or publish any disparaging information concerning Matador or the Released Parties, or cause others to disclose, communicate, or publish any disparaging information concerning the same. Matador, on its own behalf and on behalf of its officers and directors, agrees that they will not, directly or indirectly, disclose, communicate or publish any disparaging information concerning Employee, or cause others to disclose, communicate, or publish any disparaging information concerning Employee. Notwithstanding the foregoing, the provisions of this Section shall not apply with respect to any charge filed by Employee with the EEOC or other comparable agency or in connection with any proceeding with respect to any claim not released by this Agreement.

6. Not An Admission of Wrongdoing. This Agreement shall not in any way be construed as an admission by either Party of any acts of wrongdoing, violation of any statute, law or legal or contractual right.

7. Voluntary Execution of the Agreement. Employee and Matador represent and agree that they have had an opportunity to review all aspects of this Agreement, and that they fully understand all the provisions of the Agreement and are voluntarily entering into this Agreement. Employee further represents that Employee has not transferred or assigned to any person or entity any claim involving Matador or any portion thereof or interest therein.

8. Ongoing Obligations. Employee reaffirms and understands Employee's ongoing obligations in the Employment Agreement, including Sections 8, 9, 10, 11 and 21.

9. Binding Effect. This Agreement shall be binding upon Matador and upon Employee and Employee's heirs, administrators, representatives, executors, successors and assigns and Matador's representatives, successors and assigns. In the event of Employee's death, this Agreement shall operate in favor of Employee's estate and all payments, obligations and consideration will continue to be performed in favor of Employee's estate.

10. Severability. Should any provision of this Agreement be declared or determined to be illegal or invalid by any government agency or court of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect.

11. Entire Agreement. Except for the post-termination obligations in the Employment Agreement, any vested retirement plan benefits, any equity grant agreements and COBRA continuation coverage benefits **[TO BE MODIFIED, IF APPLICABLE, FOR OTHER SURVIVING ARRANGEMENTS.]**, this Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements, understandings, or representations between the Parties pertaining to Employee's employment with Matador, the subject matter of this Agreement or any other term or condition of the employment relationship between Matador and Employee. Employee represents and acknowledges that in executing this Agreement, Employee does not rely, and has not relied, upon any representation(s) by Matador or its agents except as expressly contained in this Agreement or the Employment Agreement. Employee and Matador agree that they have each used their own judgment in entering into this Agreement.

12. Knowing and Voluntary Waiver. Employee, by Employee's free and voluntary act of signing below, (i) acknowledges that Employee has been given a period of twenty-one (21) days to consider whether to agree to the terms contained herein, (ii) acknowledges that Employee has been advised to consult with an attorney prior to executing this Agreement, (iii) acknowledges that Employee understands that this Agreement specifically releases and waives all rights and claims Employee may have under the ADEA, prior to the date on which Employee signs this Agreement, and (iv) agrees to all of the terms of this Agreement and intends to be legally bound thereby. The Parties acknowledge and agree that each Party has reviewed and negotiated the terms and provisions of this Agreement and has contributed to its preparation (with advice of counsel). Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not

be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party generally was responsible for the preparation of this Agreement.

This Agreement will become effective, enforceable and irrevocable on the eighth day after the date on which it is executed by Employee (the "Effective Date"). During the seven-day period prior to the Effective Date, Employee may revoke Employee's agreement to accept the terms hereof by giving notice to Matador of Employee's intention to revoke. If Employee exercises Employee's right to revoke hereunder, Employee shall not be entitled, except as required by applicable wage payment laws, including but not limited to the Accrued Obligations, to any payment hereunder until Employee executes and does not revoke a comparable release of claims, and to the extent such payments or benefits have already been made, Employee agrees that Employee will immediately reimburse Matador for the amounts of such payments and benefits to which he is not entitled.

13. Notices. All notices and other communications hereunder will be in writing. Any notice or other communication hereunder shall be deemed duly given if it is delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth:

If to Employee:

[EMPLOYEE]
[EMPLOYEE ADDRESS]

If to Matador:

Matador Resources Company
One Lincoln Centre
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attention: Board of Directors

Any Party may change the address to which notices and other communications are to be delivered by giving the other Party notice.

14. Governing Law; Venue; Arbitration. This section of the Agreement shall be governed by Section 23 of the Employment Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered (which deliveries may be by facsimile or other electronic method of delivery) shall be deemed an original and all of which together shall constitute one and the same instrument.

16. No Assignment of Claims. Employee represents and agrees that Employee has not transferred or assigned, to any person or entity, any claim involving Matador, or any portion thereof or interest therein.

17. No Waiver. This Agreement may not be waived, modified, amended, supplemented, canceled or discharged, except by written agreement of the Parties. Failure to exercise and/or delay

in exercising any right, power or privilege in this Agreement shall not operate as a waiver. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between or among the Parties.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, THAT I UNDERSTAND ALL OF ITS TERMS AND THAT I AM RELEASING CLAIMS AND THAT I AM ENTERING INTO IT VOLUNTARILY.

AGREED TO BY:

[EMPLOYEE]

Date

STATE OF TEXAS

COUNTY OF

Before me, a Notary Public, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he has executed this Agreement on behalf of himself and his heirs, for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of _____, 20__ .

Notary Public in and for the State of Texas

(PERSONALIZED SEAL)

MATADOR RESOURCES COMPANY

By: _____

Title: _____

Date: _____

STATE OF TEXAS

COUNTY
OF _____

Before me, a Notary Public, on this day personally appeared, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of , and that he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this day of _____, 20__ .

Notary Public in and for the State of Texas

(PERSONALIZED SEAL)

CERTIFICATION

I, Joseph Wm. Foran, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Matador Resources Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 5, 2017

/s/ Joseph Wm. Foran

Joseph Wm. Foran

Chairman and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, David E. Lancaster, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Matador Resources Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 5, 2017

/s/ David E. Lancaster

David E. Lancaster
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Matador Resources Company (the "Company") on Form 10-Q for the period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, Joseph Wm. Foran, hereby certify in my capacity as Chairman and Chief Executive Officer of the Company, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 5, 2017

/s/ Joseph Wm. Foran

Joseph Wm. Foran

Chairman and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Matador Resources Company (the "Company") on Form 10-Q for the period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, David E. Lancaster, hereby certify in my capacity as Executive Vice President and Chief Financial Officer of the Company, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 5, 2017

/s/ David E. Lancaster

David E. Lancaster

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)