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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported) June 4, 2013

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

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

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

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

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

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On September 28, 2012, Matador Resources Company (the "Company"), as a guarantor, and MRC Energy Company, its wholly-owned subsidiary, as borrower, entered into an amended and restated senior secured revolving credit agreement (the "Credit Agreement"). For a summary of key terms of the Credit Agreement, see Item 1.01 of the Company's Current Report on Form 8-K filed on October 4, 2012, which description is incorporated herein by reference. The Credit Agreement was amended on March 11, 2013 (the "First Amendment"). On June 4, 2013, MRC Energy Company, as borrower, entered into a second amendment (the "Second Amendment") to the Credit Agreement and the Company reaffirmed its guaranty of MRC Energy Company's obligations under the Credit Agreement, as amended. The Second Amendment increased the borrowing base from $255 million to $280 million based on the lenders' review of the Company's proved oil and natural gas reserves at March 31, 2013, as well as the results of several recently completed wells. The conforming borrowing base was also increased from $220 million to $245 million.

The foregoing summary of the Second Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Second Amendment, a copy of which is filed as Exhibit 10.1 to this report and incorporated herein by reference.

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

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

Item 1.01 above is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Attached hereto as Exhibit 99.1 is a press release (the "Press Release") issued by the Company on June 5, 2013, providing an operational update. The Press Release is incorporated by reference into this Item 7.01, and the foregoing description of the Press Release is qualified in its entirety by reference to this exhibit.

The Company expects to make presentations concerning its business to potential investors. The materials to be utilized during the presentations are furnished as Exhibit 99.2 hereto and incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibits 99.1 and 99.2, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any filing under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Second Amendment to Third Amended and Restated Credit Agreement, dated as of June 4, 2013, by and among MRC Energy Company, as Borrower, the Lenders party thereto and Royal Bank of Canada, as Administrative Agent.
99.1	Press Release, dated June 5, 2013.
99.2	Presentation Materials.

SIGNATURE

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

MATADOR RESOURCES COMPANY

Date: June 5, 2013

By: /s/ David E. Lancaster

Name: David E. Lancaster

Title: Executive Vice President

Exhibit Index

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SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of June 4, 2013, by and among MRC ENERGY COMPANY, a Texas corporation (the "Borrower"), the LENDERS party hereto and ROYAL BANK OF CANADA, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"). Unless otherwise expressly defined herein, capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

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

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

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

SECTION 1. Amendments to Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 3 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended in the manner provided in this Section 1.

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

"Indebtedness" means (a) all indebtedness, obligations and liabilities of every nature, contingent or otherwise, of Borrower or any Guarantor to any of the Lenders, any of the Lenders' Affiliates, the Administrative Agent, or the Issuing Lender, individually or collectively, under any Loan Document, whether for principal, interest, reimbursement of amounts drawn under any Letter of Credit, funding indemnification amounts, fees, expenses, indemnification or otherwise, (b) Lender Hedging Obligations, and (c) Lender Product Obligations, in each case whether existing on the date of this Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, including interest accruing subsequent to the filing of a petition or other action concerning bankruptcy or other similar proceedings, and all renewals, extensions, refinancings and replacements for the foregoing; provided; however, that in no event shall the Indebtedness include, with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor.

1.2 Schedule 1.2. Schedule 1.2 to the Credit Agreement shall be and it hereby is amended and restated in its entirety and replaced with Schedule 1.2 attached hereto.

SECTION 2. Redetermined Borrowing Base and Conforming Borrowing Base. This Amendment shall constitute notice of a redetermination of the Borrowing Base and the Conforming Borrowing Base pursuant to Section 4.2 of the Credit Agreement, and the Administrative Agent, the Lenders and the Borrower hereby acknowledge that effective as of the date hereof, the Borrowing Base shall be $280,000,000 and the Conforming Borrowing Base shall be $245,000,000 and such redetermined Borrowing Base and Conforming Borrowing Base shall remain in effect until the date the Borrowing Base and the Conforming Borrowing Base are otherwise adjusted pursuant to the terms of the Credit Agreement.

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

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

3.2 No Default. No Default or Event of Default shall have occurred and be continuing or shall result from the effectiveness of this Amendment.

3.3 Fees. The Borrower and the Administrative Agent shall have executed and delivered a fee letter in connection with this Amendment, and the Administrative Agent shall have received the fees separately agreed upon in such fee letter.

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

SECTION 4. Representations and Warranties. To induce the Lenders to enter into this Amendment, the Borrower hereby represents and warrants to the Lenders as follows:

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

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

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

4.4 No Default. As of the date hereof, both before and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 5. Miscellaneous.

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

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

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

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

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

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

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

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

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

5.10 Reference to and Effect on the Loan Documents.

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

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

[Signature pages follow.]

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

<u>BORROWER</u>:

MRC ENERGY COMPANY,
as Borrower

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

ROYAL BANK OF CANADA,
as Administrative Agent

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

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

By: /s/ Jay Sartain
Name: Jay Sartain
Title: Authorized Signatory

CITIBANK, N.A.,
as a Lender

By: /s/ Ryan Watson
Name: Ryan Watson
Title: Senior Vice President

SIGNATURE PAGE

COMERICA BANK,
as a Lender and as an Issuing Lender

By: /s/ Brandon M. White
Name: Brandon M. White
Title: Corporate Banking Officer

SUNTRUST BANK,
as a Lender

By: /s/ Shannon Juhan
Name: Shannon Juhan
Title: Vice President

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Terry Donovan
Name: Terry Donovan
Title: Managing Director

BMO Harris Financing, Inc.,
as a Lender

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

CAPITAL ONE, N.A.,
as a Lender

By: /s/ Nancy Mak
Name: Nancy Mak
Title: Senior Vice President

IBERIABANK,
as a Lender

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Executive Vice President

Schedule 1.2

Percentages and Allocations

Revolving Credit

LENDERS	REVOLVING CREDIT ALLOCATIONS	REVOLVING CREDIT PERCENTAGE
Royal Bank of Canada	$ 60,392,156.86	21.5686274510%
Comerica Bank	$ 46,666,666.67	16.6666666667%
Citibank, N.A.	$ 43,921,568.63	15.6862745098%
SunTrust Bank	$ 35,686,274.51	12.7450980392%
The Bank of Nova Scotia	$ 35,686,274.51	12.7450980392%
BMO Harris Financing, Inc.	$ 21,960,784.31	7.8431372549%
Capital One, N.A.	$ 21,960,784.31	7.8431372549%
IBERIABANK	$ 13,725,490.20	4.90196078431%
TOTALS	**$280,000,000.00**	**100.00000000%**

CONSENT AND REAFFIRMATION

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

[SIGNATURE PAGES FOLLOW]

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

GUARANTORS:

MRC PERMIAN COMPANY

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

MRC ROCKIES COMPANY

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

MATADOR PRODUCTION COMPANY

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

LONGWOOD GATHERING AND DISPOSAL SYSTEMS GP, INC.

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

LONGWOOD GATHERING AND DISPOSAL SYSTEMS, LP

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

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

MATADOR RESOURCES COMPANY

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

Exhibit 99.1

NEWS RELEASE

MATADOR RESOURCES COMPANY ANNOUNCES INCREASED BORROWING BASE AND ACREAGE ACQUISITIONS AND PROVIDES AN OPERATIONAL UPDATE

DALLAS, Texas, June 5, 2013 – Matador Resources Company (NYSE: MTDR) ("Matador" or the "Company"), an independent energy company engaged in the exploration, development, production and acquisition of oil and natural gas resources, with a particular emphasis on oil and natural gas shale plays and other unconventional plays and with a current focus on its Eagle Ford operations in South Texas and its Delaware Basin operations in Southeast New Mexico and West Texas, today provided an update on various aspects of its operations.

Matador announced an increase in its borrowing base to $280 million based on its lenders' review of the Company's proved oil and natural gas reserves at March 31, 2013, as well as the results of several recently completed wells. At June 5, 2013, the Company had outstanding borrowings of $230 million. Matador expects additional increases to its borrowing base as the result of anticipated increases in its proved oil and natural gas reserves throughout 2013.

The Company continues to build its leasehold position in Southeast New Mexico and West Texas. In May 2013, the Company acquired approximately 3,500 gross and 2,300 net acres primarily in Lea and Eddy Counties, New Mexico. This additional acreage gives Matador a total of 34,100 gross and 22,500 net acres in Southeast New Mexico and West Texas, of which the Company considers approximately 26,400 gross and 20,400 net acres to be prospective for the Wolfcamp, Bone Spring and other oil and liquids-rich targets.

Matador's operations are progressing as outlined in the Company's first quarter earnings release provided on May 8, 2013. As expected, the Company completed and has begun producing oil and natural gas from seven operated and two non-operated Eagle Ford shale wells in the second quarter of 2013. Three operated wells on the Company's Cowey lease in DeWitt County, Texas were completed and turned to sales in mid-May. Four operated wells completed on Matador's Martin Ranch lease in LaSalle County were placed on production in late May. The Company has drilled three additional wells from a single pad on its Sickenius lease in Karnes County, but these wells will not be completed until late June and will not be placed on production until early July. Initial production results from the seven operated wells completed during the second quarter met or exceeded the Company's expectations, including its first 40-acre infill test at Martin Ranch.

In New Mexico, Matador has drilled its first well in the Delaware Basin in Lea County, where it successfully collected extensive petrophysical data, including a 182-ft whole core in the Wolfcamp section. The well appears to have multiple completion targets, and the Company plans to complete the well later in the summer once more of its petrophysical and core analyses have been completed. The Company is currently drilling its second test well in Lea County; the primary target of this well is the Second Bone Spring. At June 5, 2013, Matador had two contracted drilling rigs operating – one in Lea County, New Mexico and one in LaSalle County, Texas.

Joseph Wm. Foran, Matador's Chairman, President and CEO, commented, "We are very pleased that our Eagle Ford wells continue to meet or exceed our expectations. We are also very pleased to continue building our acreage position in the Delaware Basin in New Mexico and West Texas and are encouraged by the petrophysical data collected on our first well in Lea County. We will continue to execute our initial three-well test program in the Delaware Basin as planned, but are considering whether to leave one rig operating in New Mexico throughout the remainder of the year given our growing acreage position in the area. We continue to be very satisfied with our recent Eagle Ford results and believe these results reflect the continued progress we are making in our completion and production operations. Finally, we are pleased to announce the increase in our borrowing base, which will allow us to continue executing our ongoing drilling programs in South Texas and the Delaware Basin. Through the first five months of 2013, our entire results have exceeded our initial expectations entering the year and remain consistent with our updated guidance released on May 8, 2013. We continue to note, however, that our production and financial results from period to period are likely to be uneven and subject to various operating conditions and operating practices followed by Matador. That said, we are all excited about our progress and the outlook for the rest of the year."

About Matador Resources Company

Matador is an independent energy company engaged in the exploration, development, production and acquisition of oil and natural gas resources in the United States, with a particular emphasis on oil and natural gas shale plays and other unconventional resource plays. Its current operations are focused primarily on the oil and liquids rich portion of the Eagle Ford shale play in South Texas and the Wolfcamp and Bone Spring plays in Southeast New Mexico and West Texas. Matador also operates in the Haynesville shale and Cotton Valley plays in Northwest Louisiana and East Texas.

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

Forward-Looking Statements

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

Contact Information

Mac Schmitz
Investor Relations
(972) 371-5225
mschmitz@matadorresources.com

Exhibit 99.2

Matador RESOURCES COMPANY



Investor Presentation

June 2013

Disclosure Statements

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

Cautionary Note – The Securities and Exchange Commission (SEC) permits oil and gas companies, in their filings with the SEC, to disclose only proved, probable and possible reserves. Potential resources are not proved, probable or possible reserves. The SEC's guidelines prohibit Matador from including such information in filings with the SEC.

Matador
RESOURCES COMPANY

Company Summary

Company Overview

Completed IPO of 14,883,334 shares (12,209,167 primary) including overallotment at $12.00/share in March 2012

Exchange: Ticker	NYSE: MTDR
Shares Outstanding(1)	55.9 million common shares
Share Price(2)	$9.90/share
Market Capitalization(2)	$553.0 million

	2012 Actual	*2013 Guidance*
Capital Spending	$335 million	$325 million
Total Oil Production	1.214 million barrels	1.8 to 2.0 million barrels
Total Natural Gas Production	12.5 billion cubic feet	11.0 to 12.0 billion cubic feet
Oil and Natural Gas Revenues	$156.0 million	$220 to $240 million(3)
Adjusted EBITDA(4)	$115.9 million	$155 to $175 million(3)

(1) As reported in the Form 10-Q for the quarter ended March 31, 2013 filed on May 10, 2013
(2) As of June 4, 2013
(3) Estimated 2013 oil and natural gas revenues and Adjusted EBITDA at midpoint of production guidance range as updated on May 8, 2013. Guidance includes actual results for 1Q 2013 and estimated results for the remainder of 2013. Estimated average realized prices for oil and natural gas used in these estimates were $99.00/Bbl and $4.00/Mcf, respectively, for the period April through December 2013
(4) 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 Appendix

Matador History

Predecessor Entities

Foran Oil & Matador Petroleum

- Founded by Joe Foran in 1983
- Foran Oil funded with $270,000 in contributed capital from 17 friends and family members
- Sold to Tom Brown, Inc.[1] in June 2003 for an enterprise value of $388 million in an all-cash transaction

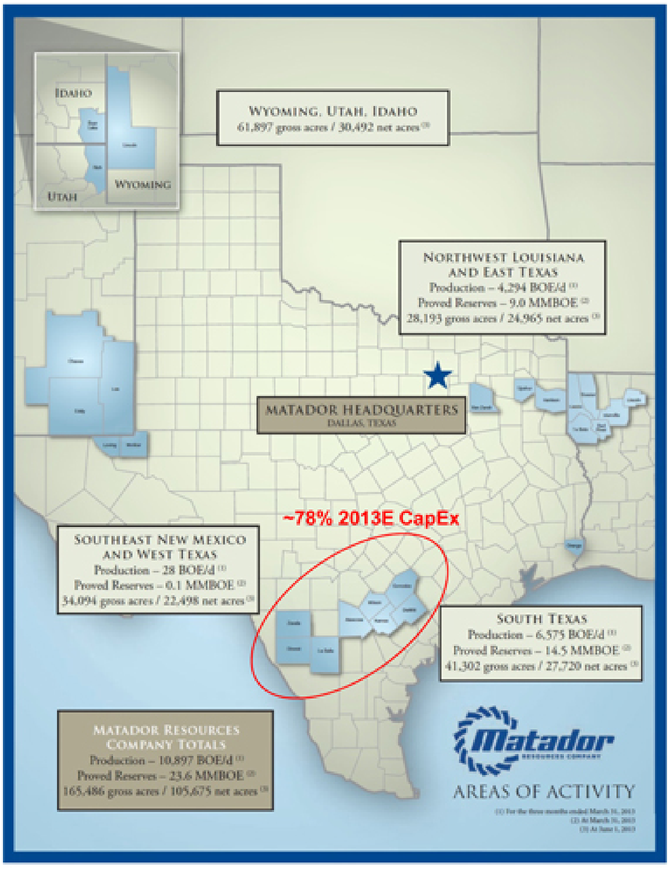
Matador Today

Matador Resources Company

- Founded by Joe Foran in 2003 with a proven management and technical team and board of directors
- Grown through the drill bit, with focus on unconventional reservoir plays, initially in Haynesville
- In 2008, sold Haynesville rights in approximately 9,000 net acres to Chesapeake for approximately $180 million; retained 25% participation interest, carried working interest and overriding royalty interest
- Relatively early in the play, redeployed capital into the Eagle Ford, acquiring over 30,000 net acres for approximately $100 million, most in 2010 and 2011
- Capital spending focused on developing Eagle Ford and transition to oil
- IPO in February 2012 (NYSE: MTDR) had net cash proceeds of approximately $136.6 million

(1) Tom Brown purchased by Encana in 2004

Matador Resources Snapshot



Average Daily Production[(1)]	**10,897 BOE/d**
Oil Production[(1)] (% total)	5,115 Bbl/d (47%)
Gas Production[(1)] (% total)	34.7 MMcf/d (53%)
Proved Reserves @ 3/31/13	**23.6 million BOE**
% Proved Developed	60%
% Oil	45%
2013E CapEx	**$325 million**
% South Texas	~78%
% Oil and Liquids	~98%
2013E Anticipated Drilling	**31.3 net wells**
South Texas	27.4 net wells
West Texas / New Mexico	3.0 net wells
Gross Acreage[(2)]	**165,486 acres**
Net Acreage[(2)]	**105,675 acres**
Engineered Drilling Locations[(3)(4)]	**873 gross / 413 net**

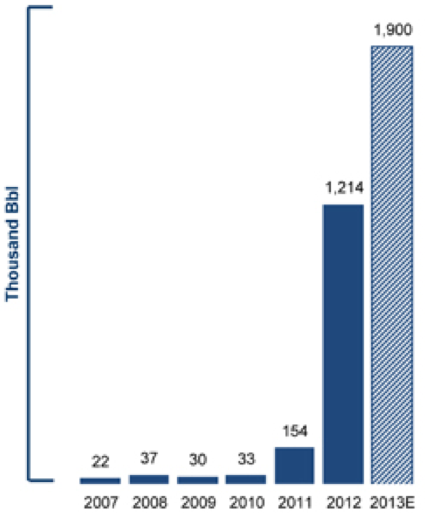
(1) Average daily production for the three months ended March 31, 2013
(2) At June 1, 2013
(3) At December 31, 2012
(4) Identified and engineered Tier 1 and Tier 2 locations identified for potential future drilling, including specified production units and estimated lateral lengths, costs and well spacing using objective criteria for designation.

Investment Highlights

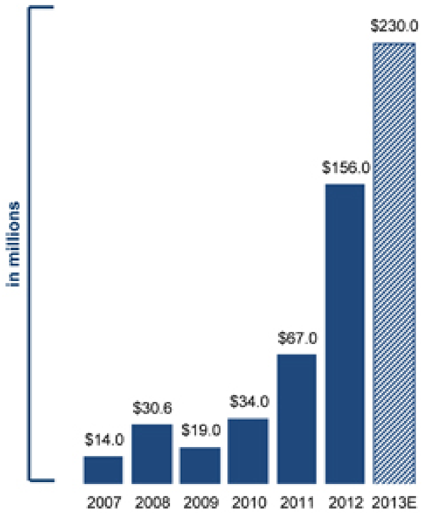
- **Strong Financial Position and Prudent Risk Management**
- **High Quality Asset Base in Attractive Areas**
  - Eagle Ford provides immediate oil-weighted value and upside
  - Expanding acreage position in Southeast New Mexico and West Texas
  - Other key assets provide long-term option value on natural gas, with Haynesville, Bossier and Cotton Valley assets all essentially held by production (HBP)
- **Proven Management and Technical Team and Active Board of Directors**
  - Management averaging over 25 years of industry experience
  - Board with extensive industry experience and expertise as well as significant company ownership
  - Strong record of stewardship for nearly 30 years
- **Strong Growth Profile with Increasing Focus on Oil / Liquids**
  - Oil production up almost five-fold in 2011 and up almost eight-fold in 2012
  - 2013E capital expenditure program focused on oil and liquids exploration and development

Matador's Continued Growth

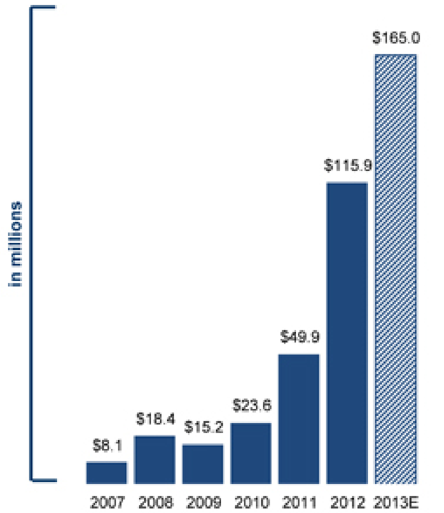
TOTAL OIL PRODUCTION[(1)]



TOTAL OIL AND NATURAL GAS REVENUES[(1)]



ADJUSTED EBITDA[(1)(2)]

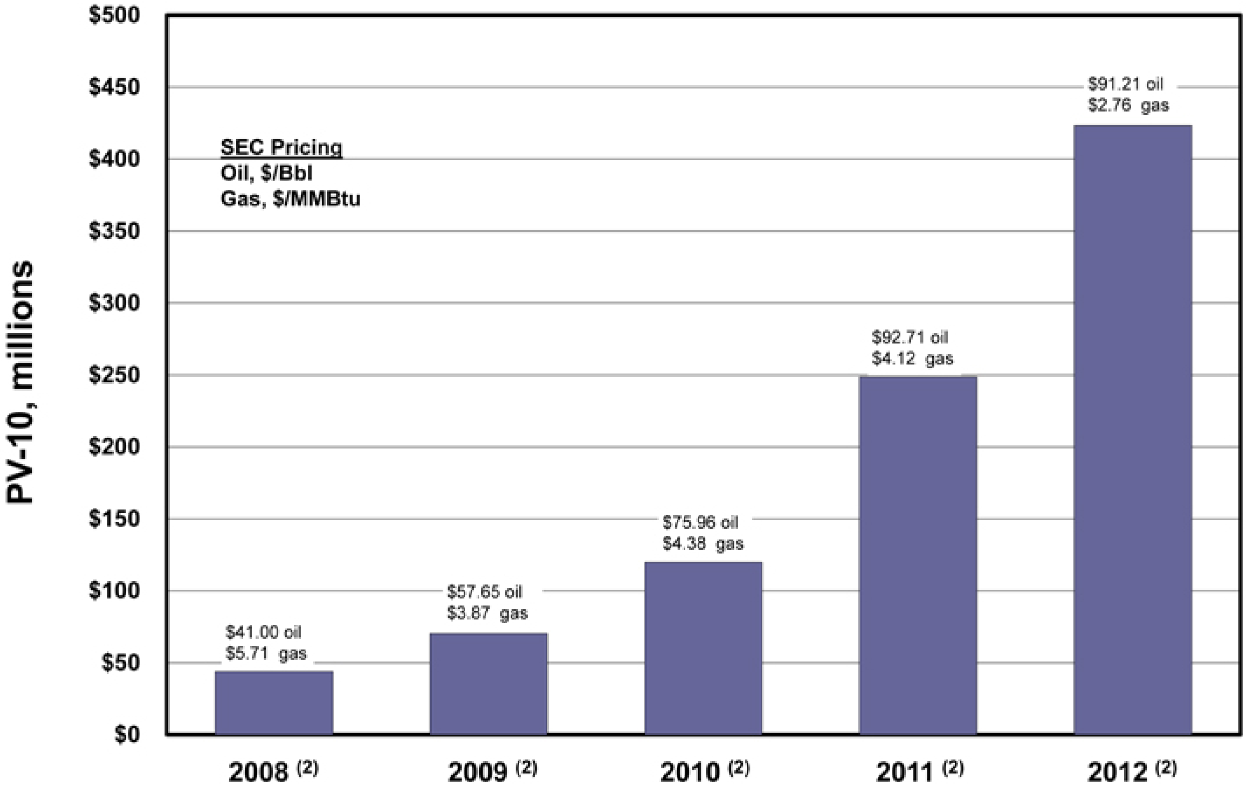


Growth Since the IPO

(1) 2013 estimates at midpoint of guidance range as updated on May 8, 2013. Guidance includes actual results for 1Q 2013 and estimated results for the remainder of 2013. Estimated average realized prices for oil and natural gas used in revenue and Adjusted EBITDA estimates were $99.00/Bbl and $4.00/Mcf, respectively, for the period April through December 2013

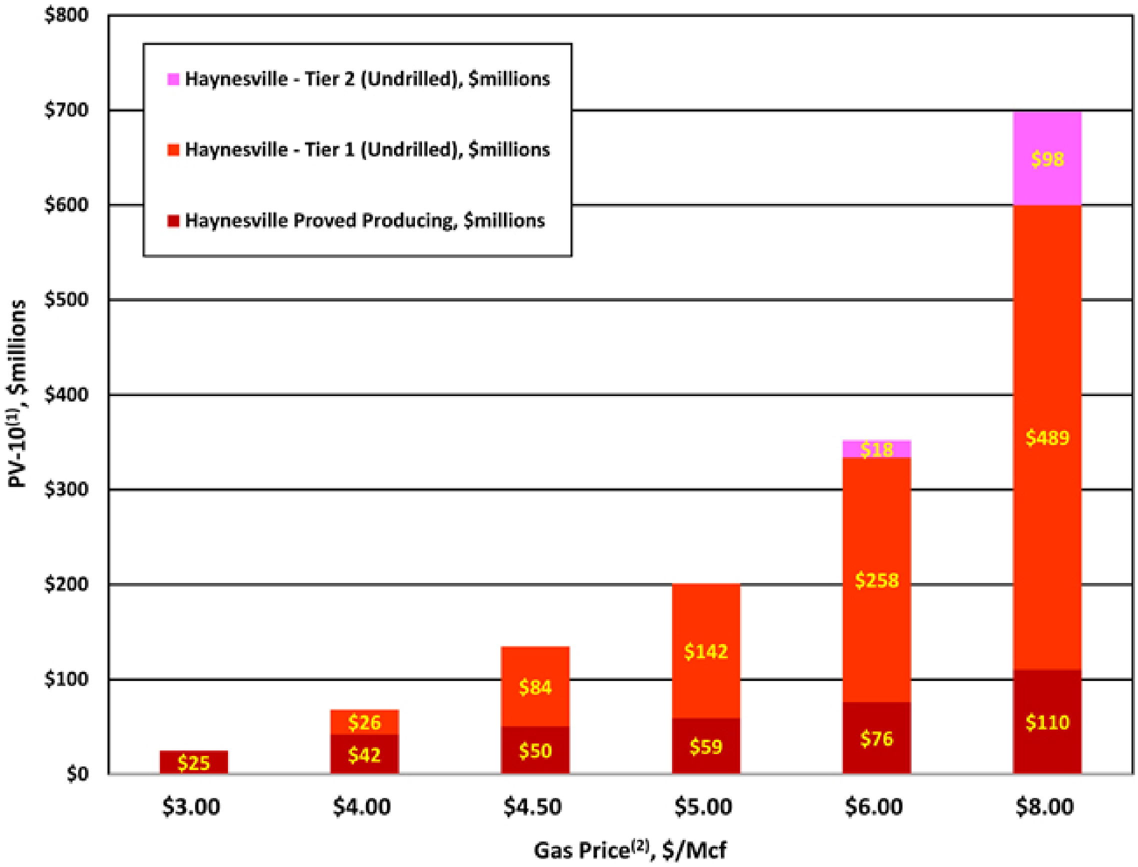
(2) Adjusted EBITDA is a non-GAAP financial measure. For a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to our net income (loss) and net cash provided by operating activities, see Appendix

Growth in PV-10(1) from Proved Reserves



(1) PV-10 is a non-GAAP financial measure. For a reconciliation of Standardized Measure (GAAP) to PV-10 (non-GAAP), see Appendix
(2) At December 31 of each respective year

Haynesville Total Resource Potential – Price Sensitivity



(1) PV-10 is a non-GAAP measure. For a reconciliation of Standardized Measure (GAAP) to PV-10 (non-GAAP), see Appendix. All PV-10 values estimated as of March 31, 2013
(2) NYMEX gas price, less property-specific differentials



Eagle Ford

South Texas

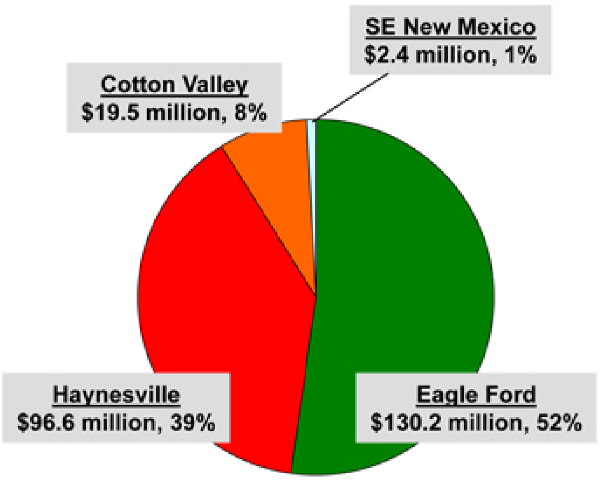
Eagle Ford and Austin Chalk Overview

Proved Reserves @ 3/31/13	**14.5 million BOE**
% Proved Developed	50%
% Oil / Liquids	73%
Daily Oil Production[(2)]	**5,047 Bbl/d**
Gross Acres[(3)]	**41,302 acres**
Net Acres[(3)]	**27,720 acres**
Eagle Ford[(3)(4)]	27,720 acres
Austin Chalk[(3)(4)]	17,171 acres
2013E Anticipated Drilling	**27.4 net wells**
2013E CapEx Budget	**$242.7 million**
Engineered Drilling Locations[(3)(5)]	**274 gross / 221 net**

(1) Total drilled and completed wells operated by Matador as of May 31, 2013; includes 43 gross / 40.5 net Eagle Ford wells and 2 gross / 2.0 net Austin Chalk wells
(2) Average daily oil production for the three months ended March 31, 2013
(3) At June 1, 2013
(4) Some of the same leases cover the net acres shown for Eagle Ford and Austin Chalk. Therefore, the sum for both formations is not equal to the total net acreage
(5) Identified and engineered Tier 1 and Tier 2 locations identified for potential future drilling, including specified production units and estimated lateral lengths, costs and well spacing using objective criteria for designation

- Drilled and completed 45 gross / 42.5 net operated wells to date[(1)]
- Acreage positioned in some of the most active counties for Eagle Ford and Austin Chalk
- One rig running currently, primarily focused on oil and liquids; expect to return to two-rig program in September 2013
- 2013E capital expenditure program focused on oil and liquids development
- Proved reserves growth from 4.7 million BOE at December 31, 2011 and less than 0.1 million BOE at December 31, 2010

Value of Proved Reserves Up 70% and Shifting to Oil Over Past Year

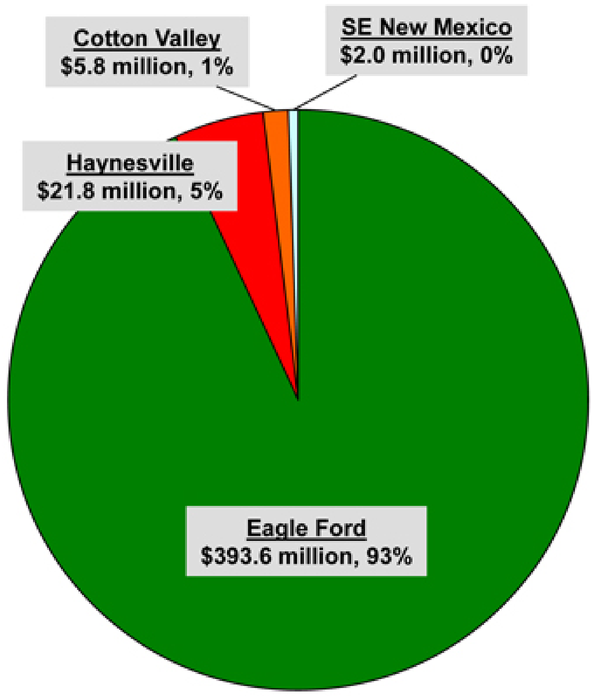


December 31, 2011

PV-10[1]: $248.7 million[2]

(Standardized Measure = $215.5 million)

Proved Producing Reserves PV-10[1]: $154.1 million



December 31, 2012

PV-10[1]: $423.2 million[3]

(Standardized Measure = $394.6 million)

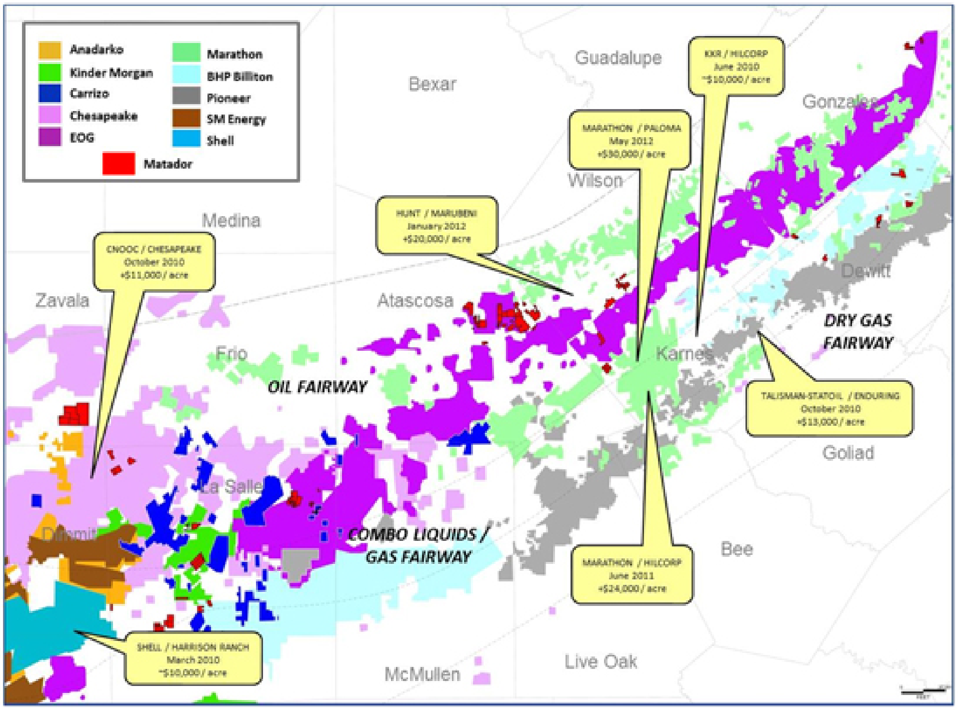
Proved Producing Reserves PV-10[1]: $297.5 million

(1) PV-10 is a non-GAAP financial measure. For a reconciliation of Standardized Measure (GAAP) to PV-10 (non-GAAP), see Appendix
(2) Future undiscounted net revenue of $494.8 million using YE 2011 SEC pricing of $94.65/Bbl oil and $3.731/MMBtu gas
(3) Future undiscounted net revenue of $704.2 million using YE 2012 SEC pricing of $91.21/Bbl oil and $2.757/MMBtu gas

Eagle Ford Properties are in Good Neighborhoods

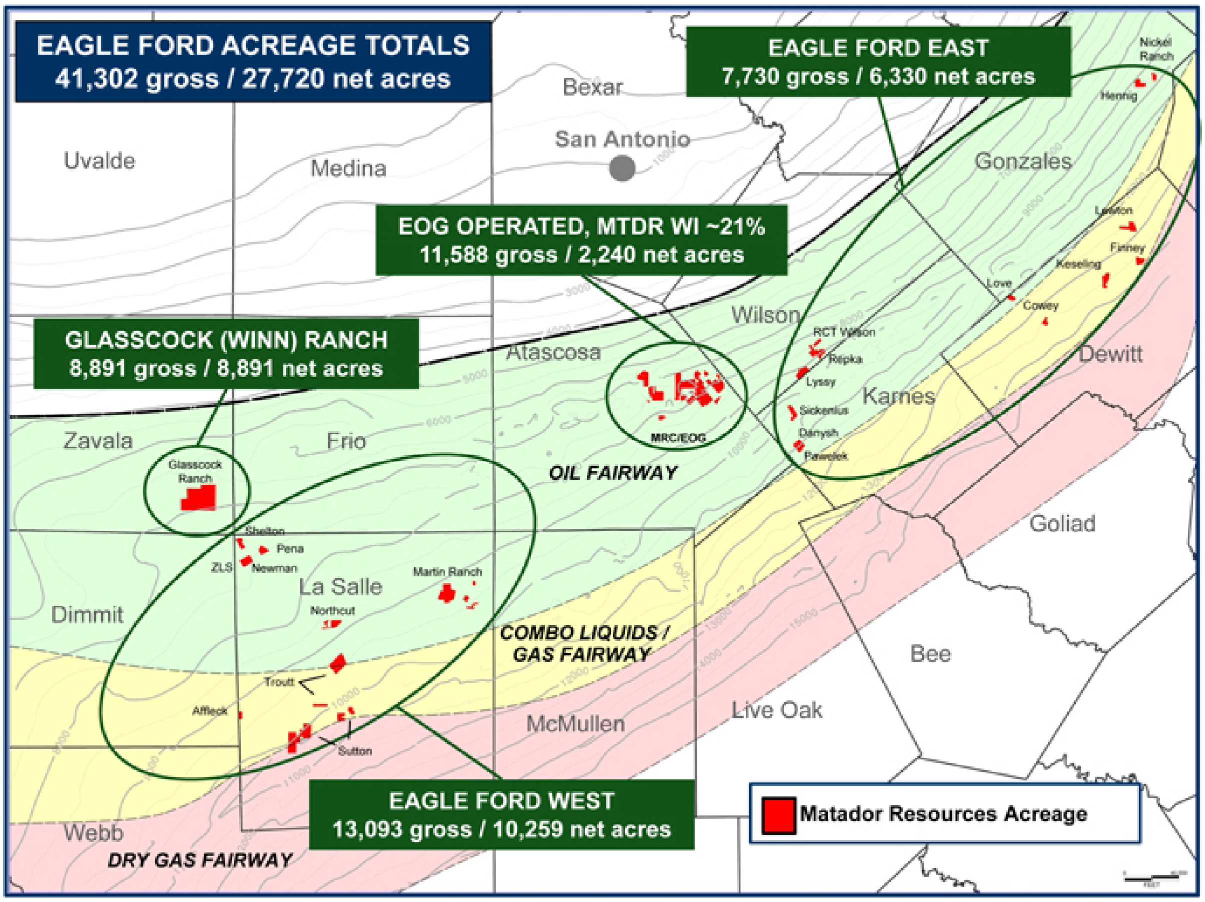
Highlights

- Matador's acreage in counties with robust transaction activity – "good neighborhoods"
- Transaction values ranging from \$10,000 to \$30,000 per acre
- Matador's Eagle Ford position approximately 28,000 net acres
- Acreage in both the eastern and western areas of the play
- Approximately 90% of acreage in prospective oil and liquids windows
- Acreage offers potential for Austin Chalk, Buda, Pearsall and other formations
- Good reputation with land and mineral owners



Note: All Matador acreage at June 1, 2013 and all other acreage based on public information as of April 2013

Eagle Ford Properties



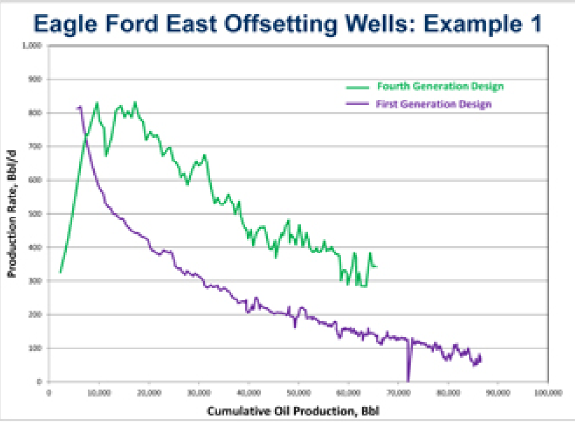
Note: All acreage at June 1, 2013

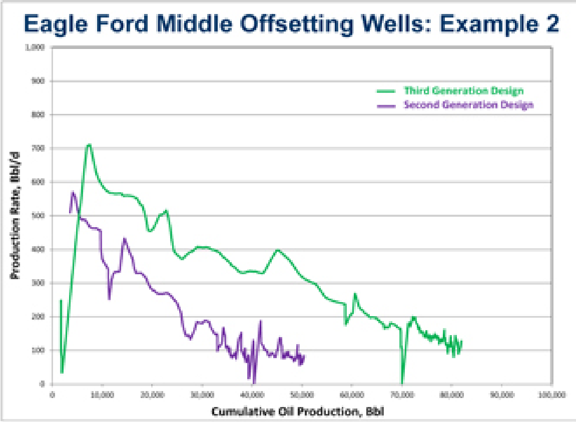
2012 Operated Eagle Ford Completion Results – 24 Hour IP Tests

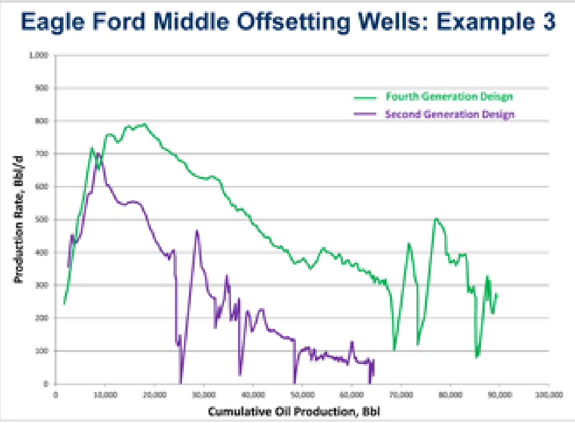
Well Name	County	Completion Date	Perforated Length[1] Total (ft.)	Top Perf[2] (ft.)	Frac Stages	Oil IP[3][4] (Bbl/day)	Gas IP[3][4] (Mcf/day)	Oil Equiv IP[5] (BOE/day)	Choke (inch)	Pressure (psi)
2012 Wells										
Martin Ranch A 8H	La Salle	1/28/2012	6,092	9,559	21	1,089	831	1,228	26/64	1,750
Martin Ranch A 6H	La Salle	2/8/2012	6,509	9,550	22	689	1,714	975	26/64	1,650
Martin Ranch A 7H	La Salle	2/12/2012	4,902	9,502	17	609	481	689	26/64	1,040
Martin Ranch B 4H	La Salle	2/18/2012	3,801	9,701	13	595	968	756	26/64	1,320
Matador Sickenius Orca 1H	Karnes	3/16/2012	5,712	10,897	19	785	540	875	26/64	820
Northcut A 1H	La Salle	3/23/2012	4,446	9,209	15	583	592	682	26/64	1,000
Matador Danysh Orca 1H	Karnes	4/1/2012	4,962	11,537	17	1,012	1,126	1,200	26/64	1,175
Northcut A 2H	La Salle	5/1/2012	4,503	9,273	15	758	761	885	24/64	950
Matador Pawelek Orca 1H	Karnes	6/5/2012	6,103	11,231	20	670	739	793	16/64	2,510
Matador Pawelek Orca 2H	Karnes	6/7/2012	6,202	11,240	28	861	755	987	16/64	2,460
Matador Danysh Orca 2H	Karnes	6/10/2012	5,115	11,331	17	750	746	874	16/64	2,675
Glasscock Ranch 1H	Zavala	6/27/2012	5,352	7,166	18	307	0	307	pump	140
Matador K. Love Orca 1H	DeWitt	8/10/2012	5,077	13,048	17	1,793	2,171	2,155	16/64	5,280
Matador K. Love Orca 2H	DeWitt	8/11/2012	4,871	12,830	17	1,757	2,126	2,111	16/64	5,900
Northcut B 2H	LaSalle	9/6/2012	4,777	9,131	16	410	315	463	16/64	1,175
Northcut B 1H	LaSalle	9/12/2012	4,798	9,085	16	423	169	451	16/64	1,500
Matador Sickenius Orca 2H	Karnes	9/16/2012	5,982	10,829	25	851	556	944	16/64	2,000
Martin Ranch A 12H	LaSalle	10/4/2012	4,897	9,507	21	640	1,955	966	16/64	1,680
Matador K. Love Orca 4H	DeWitt	11/4/2012	4,012	12,611	14	1,509	841	1,649	16/64	4,900
Matador K. Love Orca 3H	DeWitt	11/6/2012	4,777	12,787	16	1,456	1,585	1,720	16/64	4,775
Martin Ranch B 13H	LaSalle	11/22/2012	5,364	9,476	23	519	162	546	14/64	2,125
Martin Ranch B 9RH	LaSalle	11/25/2012	5,364	9,428	23	482	240	522	14/64	2,000
Frances Lewton 2H	DeWitt	12/5/2012	6,277	13,072	21	1,178	4,203	1,879	14/64	6,150
Matador Cowey Orca 1H	DeWitt	12/9/2012	3,332	13,593	13	580	3,325	1,134	12/64	8,000
Northcut A 4H	LaSalle	12/18/2012	4,592	9,069	16	395	139	418	14/64	1,580
Average			**5,113**		**18.4**	**828 Bbl/day**	**1,082 Mcf/day**	**1,008 BOE/day**		

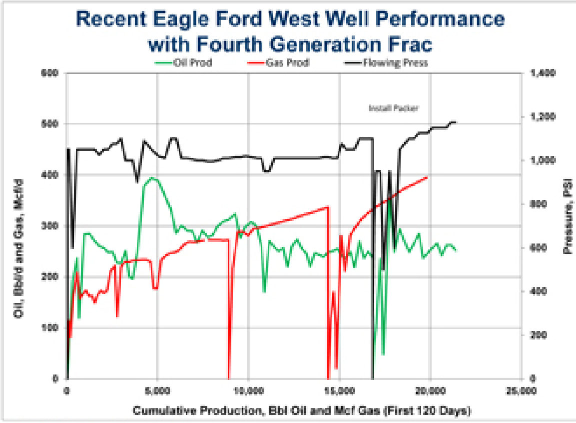
1) Total length of perforated lateral from the first perforation to the last perforation
2) Top perf is measured depth
3) Rates as reported to the Texas Railroad Commission via W-2 or G-1 form
4) Rates are based on actual, stabilized, 24 hour production on a constant choke size
5) Oil equivalent rates are based on a 6:1 ratio of six Mcf of gas per one Bbl of oil

Well Improvement with Evolution of Frac Design



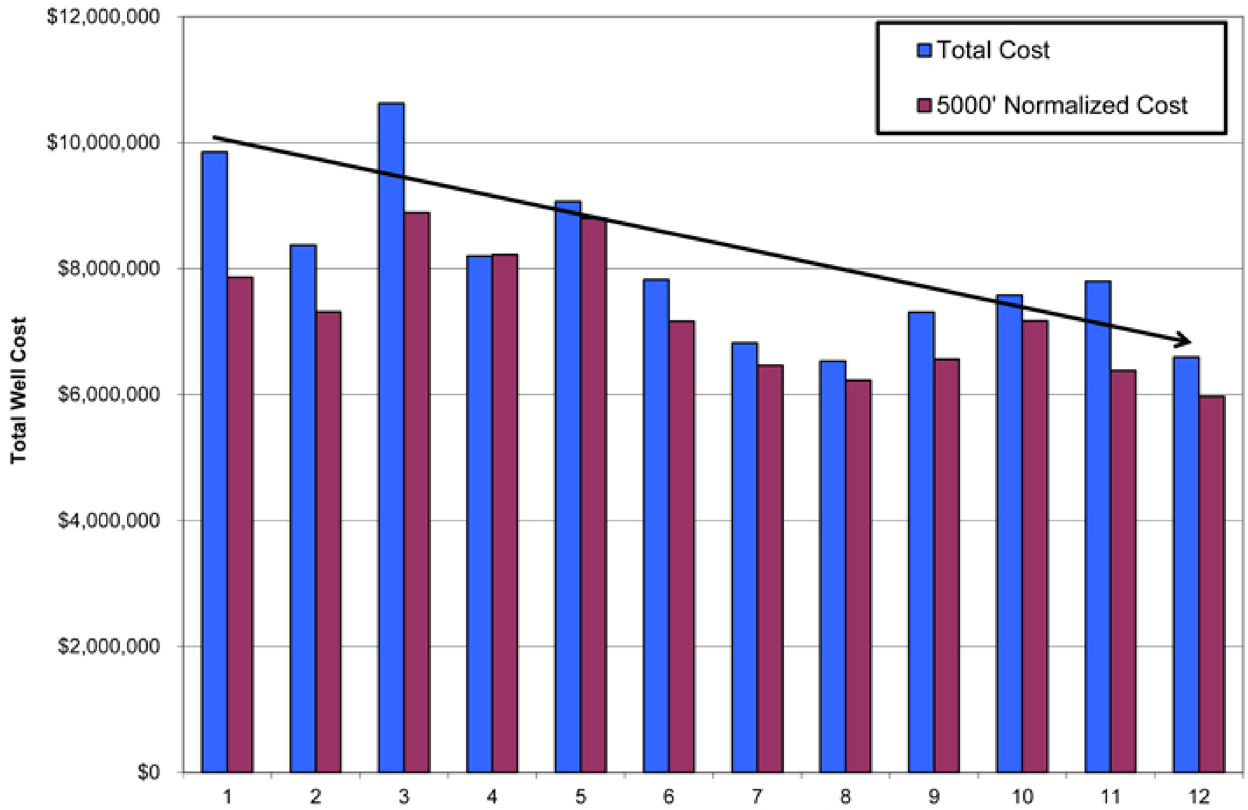






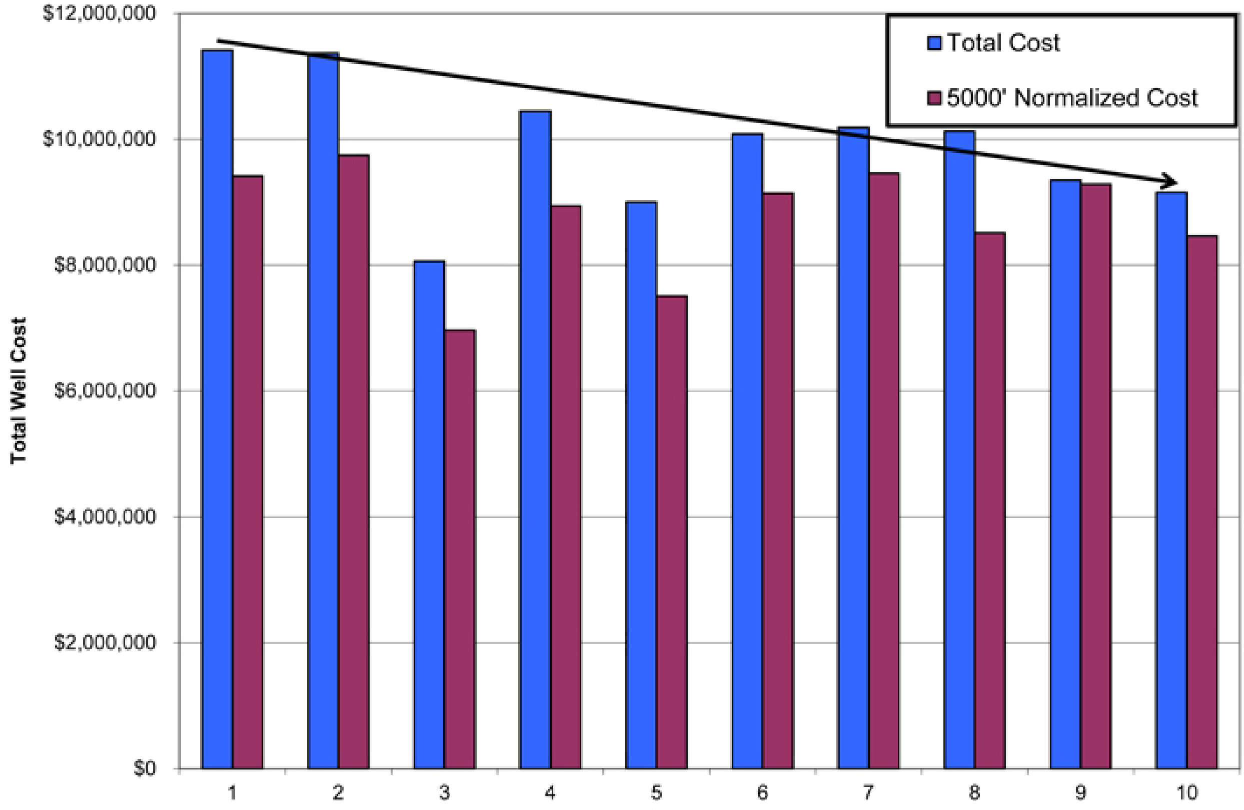
Note: First well on this lease
Vertical Depth: 7,424 ft.
Lateral Length: 4,762 ft.

Eagle Ford Well Costs Declined During 2012 – Western Acreage



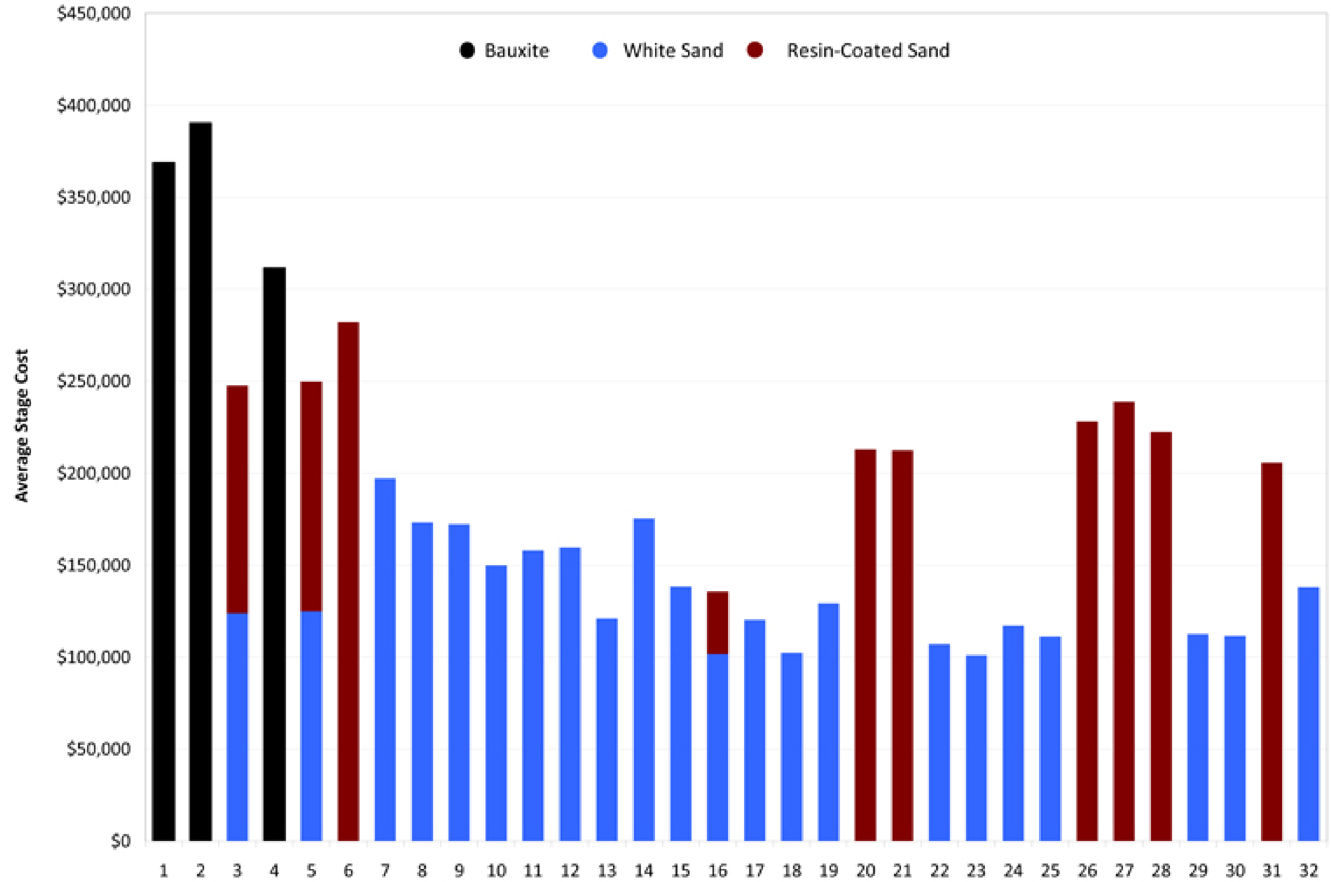
Note: Wells are displayed in chronological order. Wells drilled and completed using two casing strings. Well drilling and completions costs only; costs do not include pipelines and lease facilities.

Eagle Ford Well Costs Declined During 2012 – Eastern Acreage



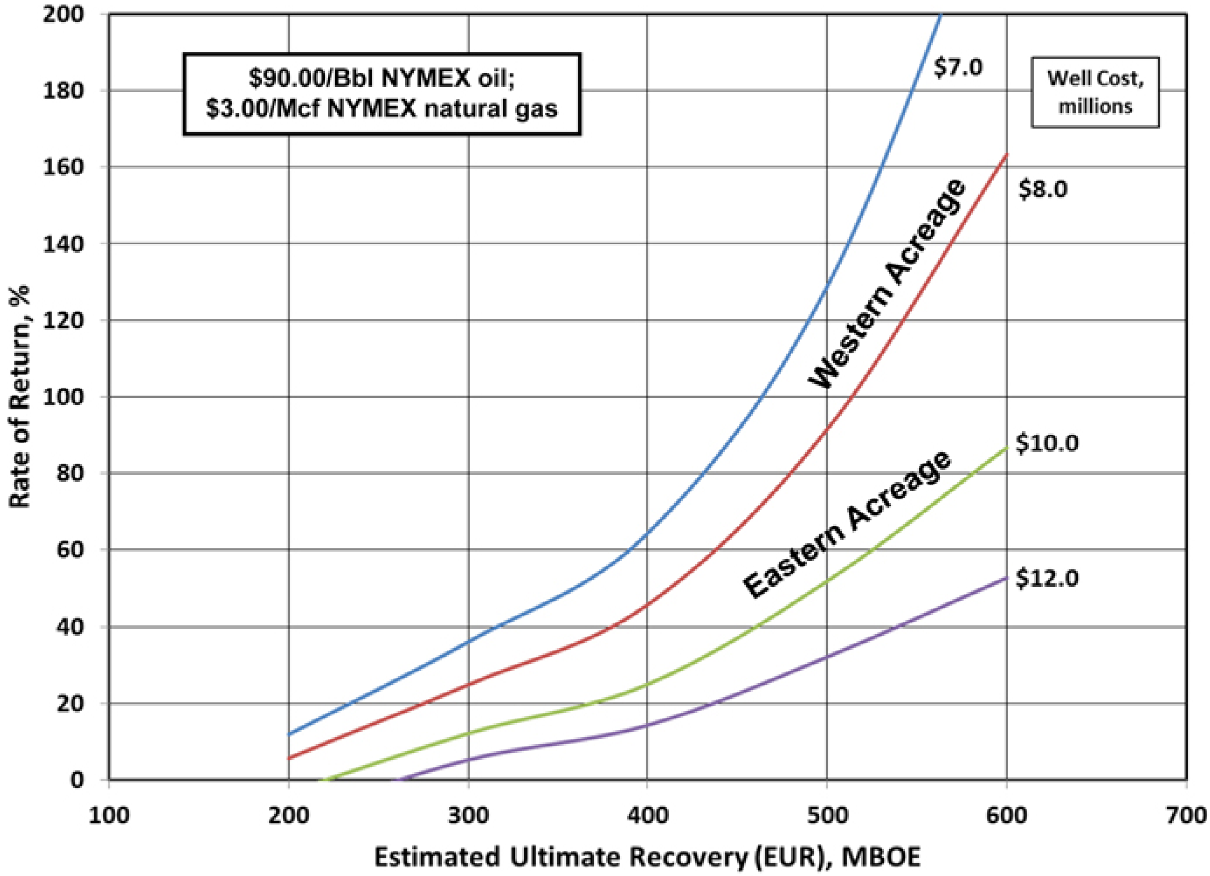
Note: Wells are displayed in chronological order. Wells drilled and completed using two casing strings. Well drilling and completions costs only; costs do not include pipelines and lease facilities.

Average Frac Stage Cost per Well



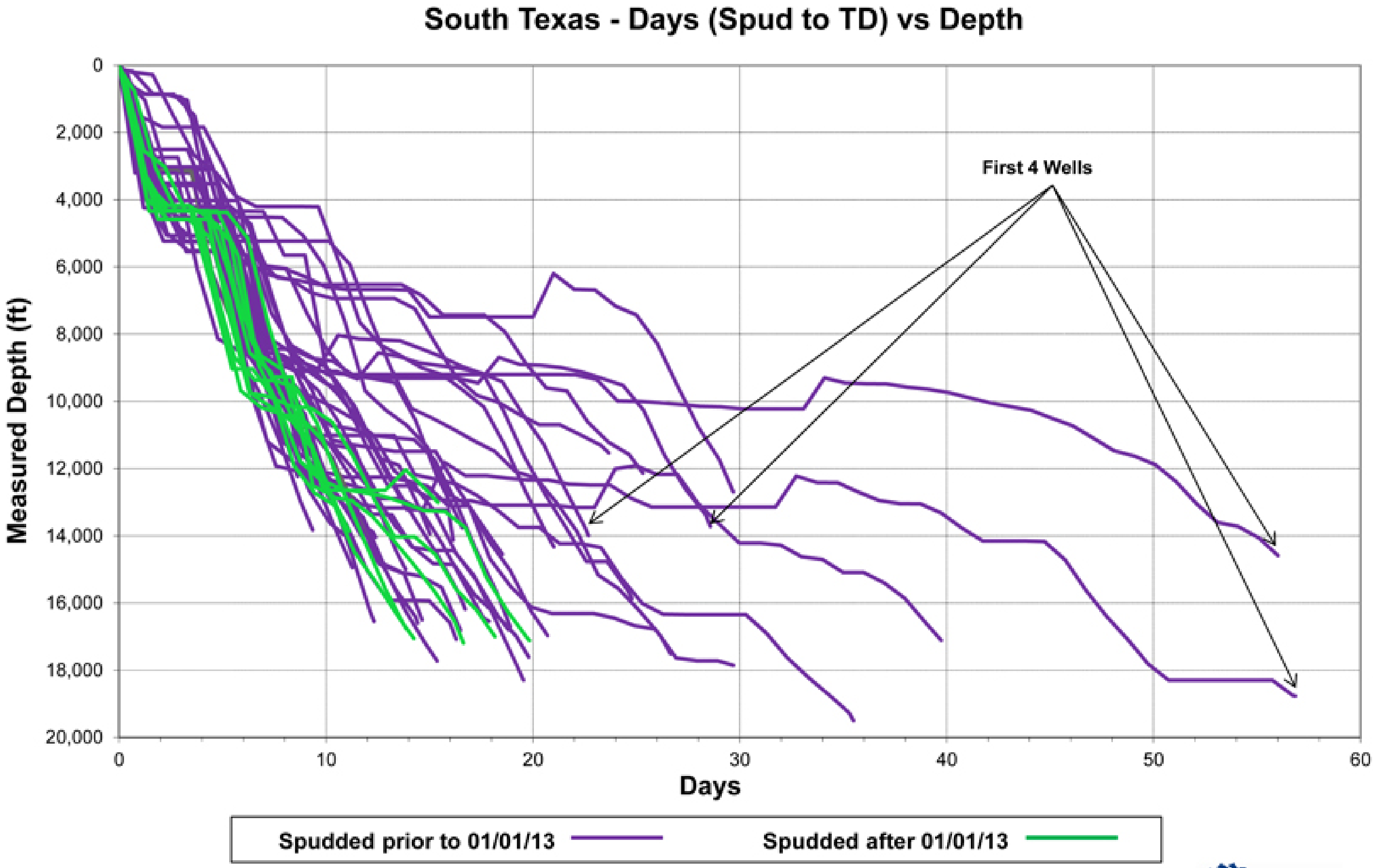
Note: Wells are displayed in chronological order; includes all Matador operated wells drilled and completed through December 31, 2012

Eagle Ford Well Estimated ROR as a Function of EUR and Well Cost



Note: Individual well economics only. NGL price differential +$1.85/Mcf. Oil price differential +$7.00/Bbl.

Drilling Times and Efficiencies

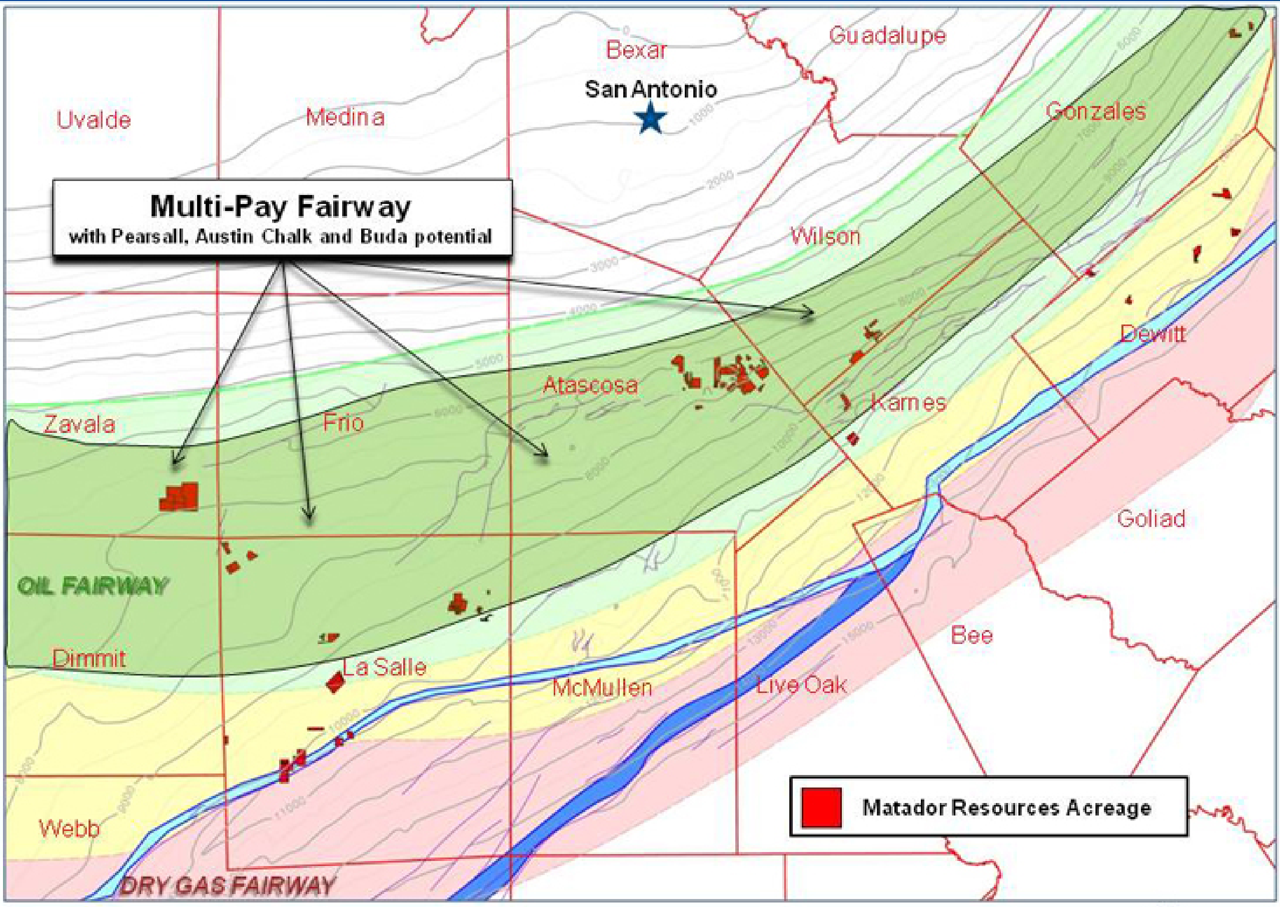


Note: As of June 5, 2013

Recent Technical Advancements in the Eagle Ford

- **Pad drilling**
  - 5-10% reduction in cost to drill and complete
  - Drilling cycle time reduction of nearly 4 days/well
  - Safer operations with less moving of heavy equipment
  - Provides for consolidated production operations on multi-well pads
- **Improved frac design**
  - Generation 5 frac design
    - 25 to 40 foot fracture spacing (20% to 100% more fractures than generation 2 design)
    - 40 Bbl/ft frac fluid (100% increase from generation 2 design)
    - 1,700 lbs/ft (50% increase from generation 2 design)
    - Cut frac stage cost by 20% (compared to generation 2 design)
  - Zipper fracs
    - Daily fixed cost reduced by 20%
    - Increases drainage efficiency
- **Choke size reduction**
  - Delays effects of pressure-dependent formation permeability
    - Increases Estimated Ultimate Recovery (EUR)
    - Delays installation of artificial lift
  - Lowers bottom-hole pressure differential
    - Mitigates damage to proppant pack
- **Artificial lift**
  - Pumping units with pump-off controllers on selected lower fluid volume wells
  - Gas-lift installations on wells with higher fluid volume in fields with existing gas compression
  - Greatly aids in returning producing wells affected by offset fracs to normal production levels as a result of accelerated frac water removal

Emerging Multi-Pay Area in Eagle Ford Oil Fairway and MTDR Acreage



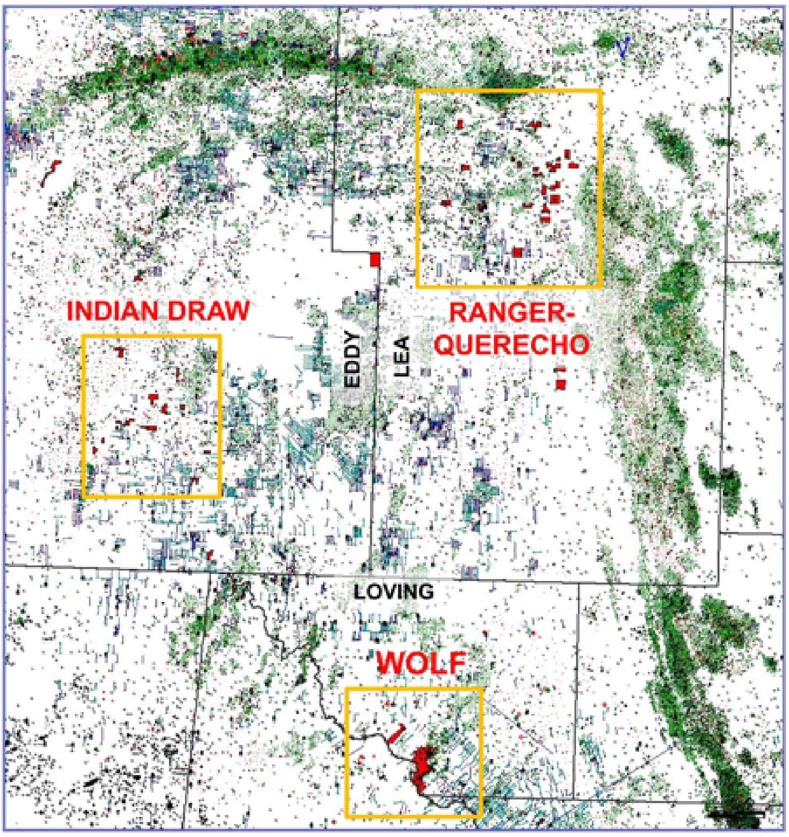
Note: All acreage at June 1, 2013



Delaware Basin

Southeast New Mexico and West Texas

Southeast New Mexico / West Texas

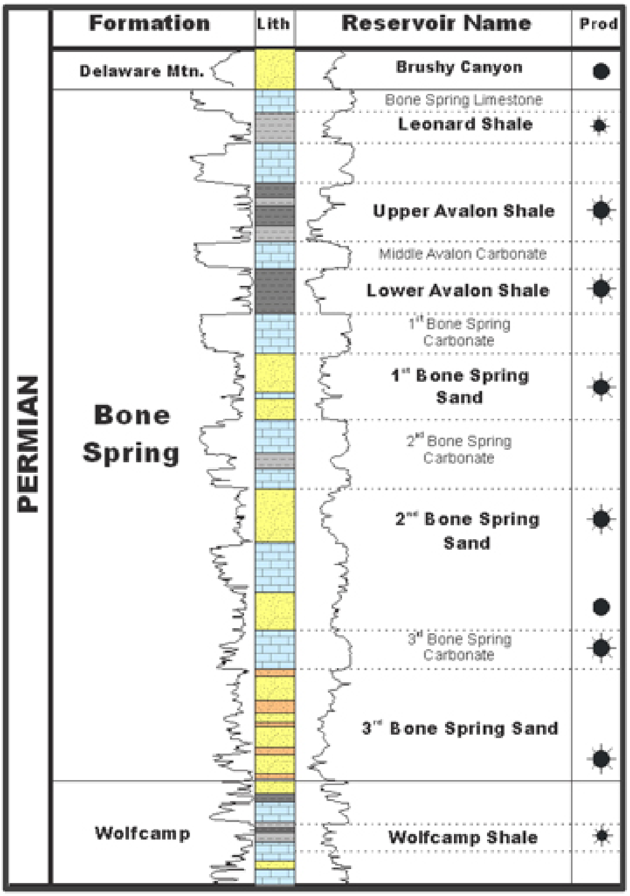


Gross Acres[1]	**34,094 acres**
Net Acres[1]	**22,498 acres**

- Foothold of existing production and reserves
- Acreage position in good neighborhoods, surrounded by other operators' ongoing drilling
- Year to date[2] acquired 18,234 gross and 14,827 net acres in Lea and Eddy Counties, New Mexico
- Company considers approximately 26,412 gross and 20,429 net acres to be prospective for multiple oil and liquids-rich targets, including the Wolfcamp and Bone Spring plays

(1) Total acreage in Southeast New Mexico and West Texas at June 1, 2013
(2) At June 1, 2013

Wolfbone Play in the Delaware Basin (West Texas) Stratigraphic Column



Horizontal Targets

Avalon Shale

Depth: 7,900' – 8,300' (Oil Window)
Density Porosity: 12-14%
Thickness: 300-500 ft.
Normal Pressure (0.45 psi/ft.)
Total Organic Carbon (TOC) 5-8%
XRD: 15-20% clay and 40-60% silica
IP: 100-270 Bbl/d 200-1,200 Mcf/d

1st 2nd 3rd Bone Spring

Depth: 8,500' – 10,600' (Oil Window)
Density Porosity: >10%
Thickness: 10-100 ft.
Normal Pressure (0.45 psi/ft.)
IP: 10-600 Bbl/d 500-2,500 Mcf/d

Upper Wolfcamp

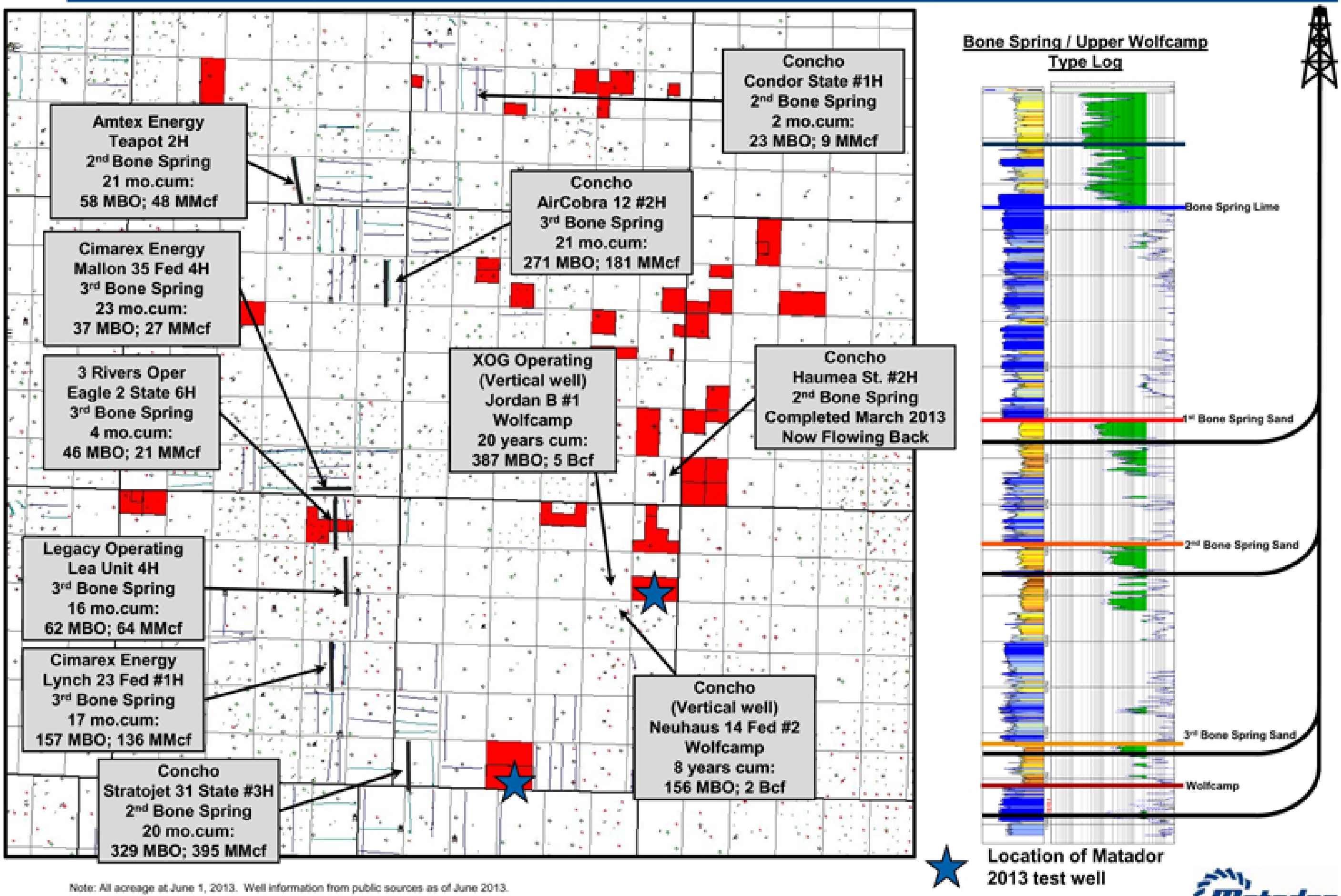
Depth: 10,500' – 10,600' (Oil Window)
Density Porosity: >10%
Thickness: 280-350 ft.
Geopressure (0.7psi/ft.)
IP: 121-900 Bbl/d 250-3,300 Mcf/d

Middle Wolfcamp

Depth: 11,500' – 12,000'
Density Porosity: 12-15%
Thickness: 200-300 ft.
Geopressure (0.7psi/ft.)
Total Organic Carbon (TOC) 2-4%

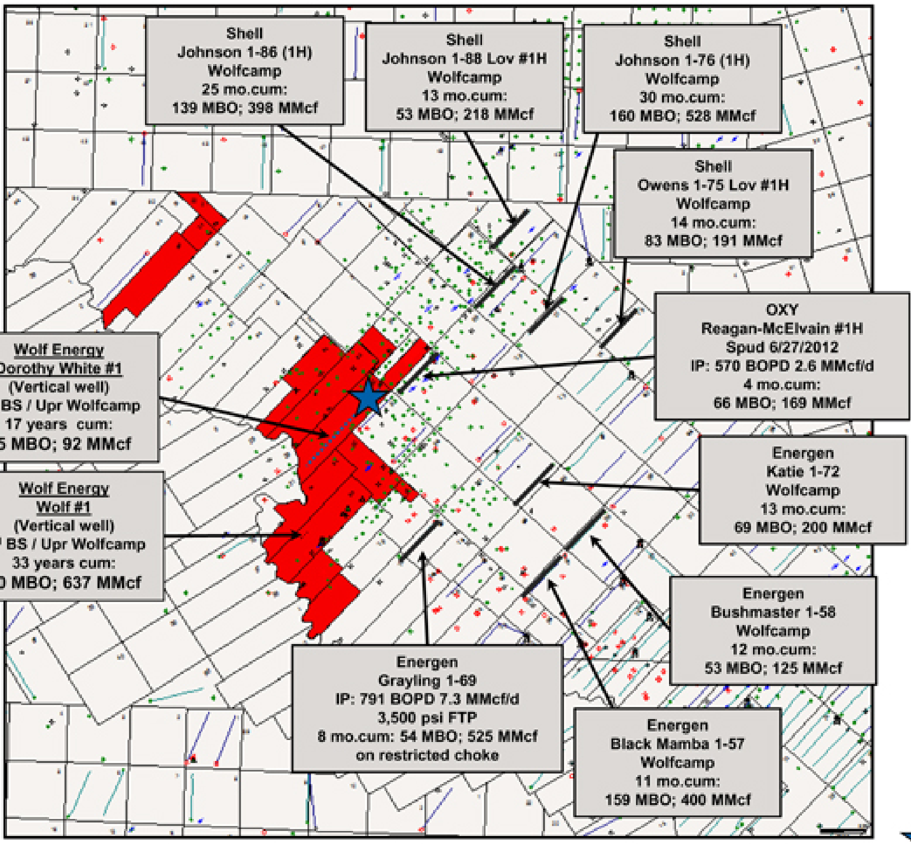
Note: Information from public sources

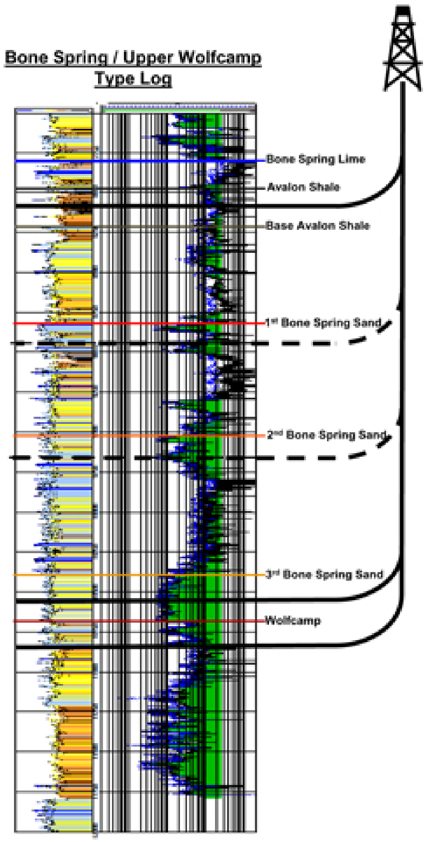
Ranger Prospect Area: Proposed Wolfbone Multi-Zone Exploration Program and Surrounding Results



Note: All acreage at June 1, 2013. Well information from public sources as of June 2013.

Wolf Leasehold: Proposed Wolfbone Multi-Zone Exploration Program and Surrounding Results





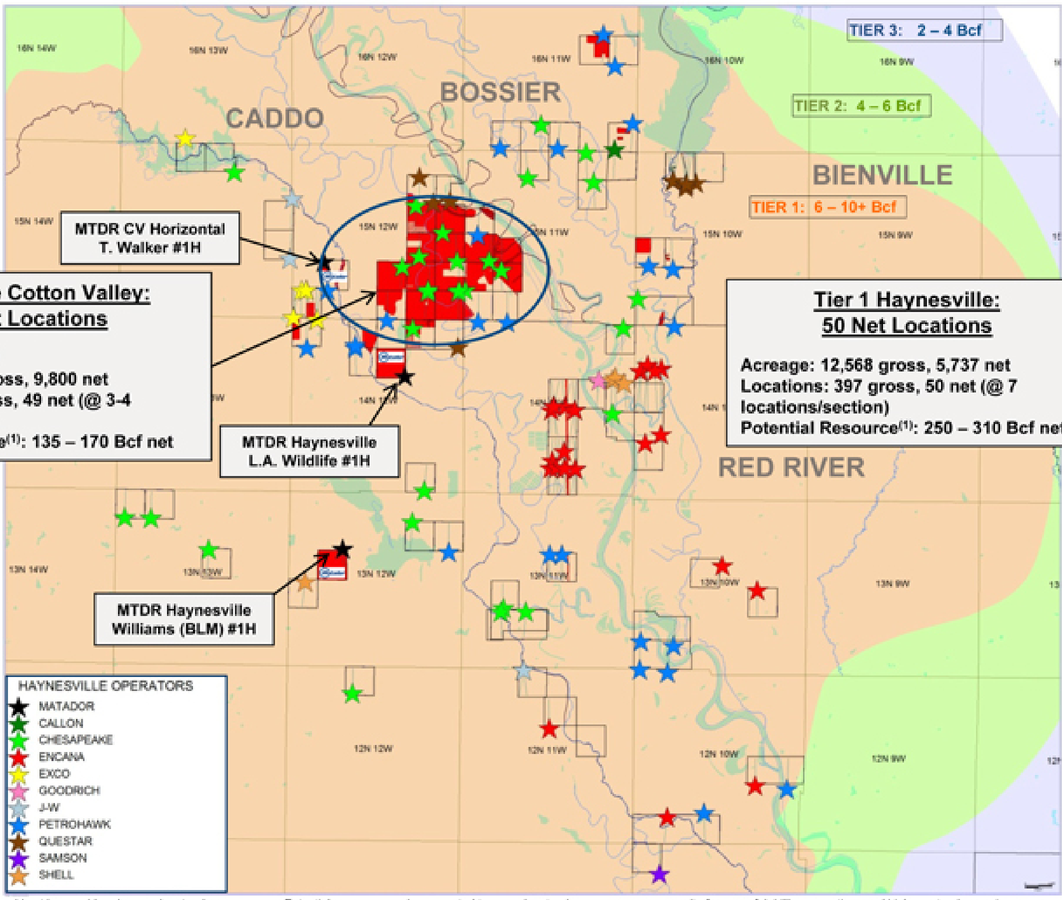
★ Proposed location for Matador 2013 test well

Note: All acreage at June 1, 2013. Well information from public sources as of June 2013.

Haynesville & Cotton Valley

Northwest Louisiana and East Texas

Tier 1 Haynesville and Elm Grove Cotton Valley Acreage Positions – Almost all prospective Haynesville acreage is HBP



Elm Grove Cotton Valley:
49 Net Locations

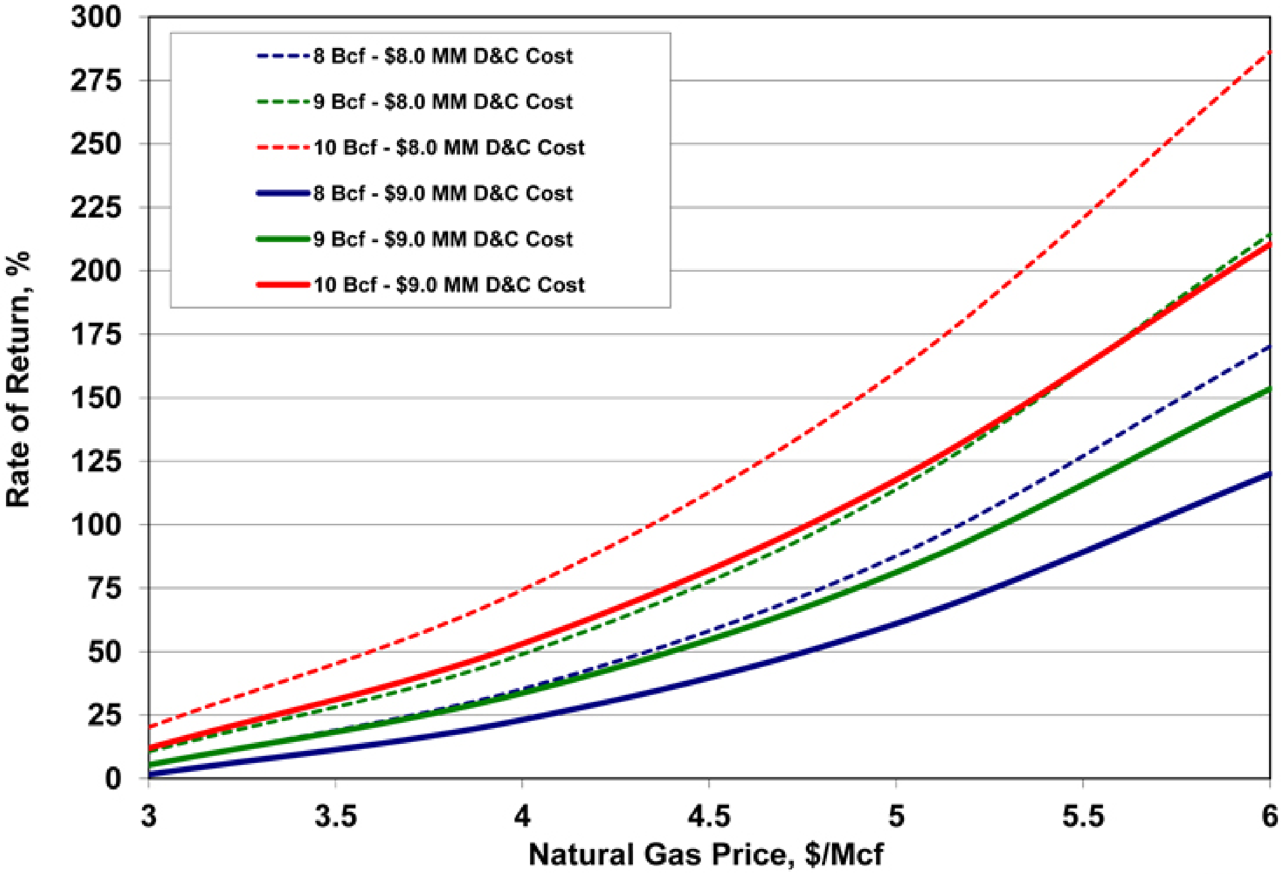
Matador Operated
Acreage: 9,980 gross, 9,800 net
Locations: 71 gross, 49 net (@ 3-4 locations/section)
Potential Resource(1): 135 – 170 Bcf net

Tier 1 Haynesville:
50 Net Locations

Acreage: 12,568 gross, 5,737 net
Locations: 397 gross, 50 net (@ 7 locations/section)
Potential Resource(1): 250 – 310 Bcf net

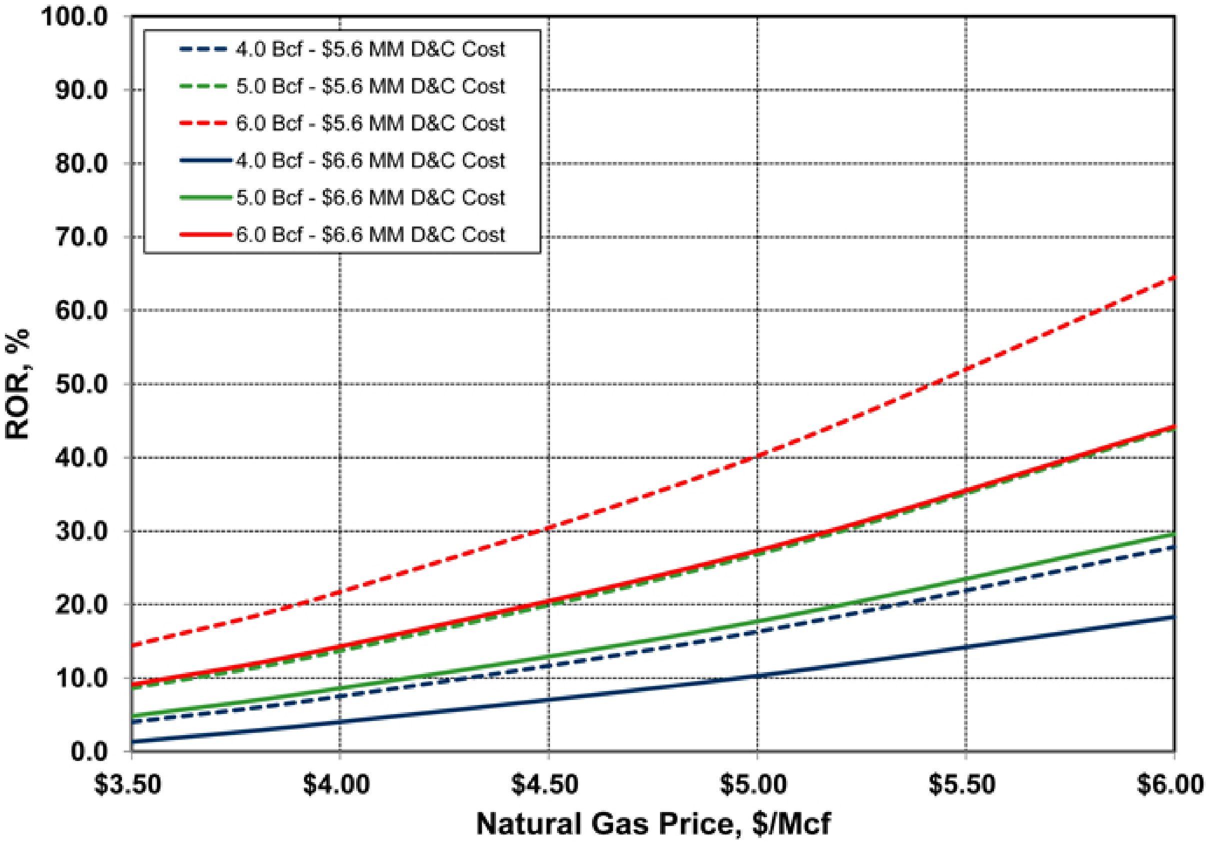
(1) Potential resource should not be considered proved natural gas reserves. Potential resource may be converted to proved natural gas reserves as a result of successful drilling operations and higher natural gas prices
Note: Matador does not include any of these potential resources in its proved natural gas reserves at March 31, 2013
Note: All acreage at June 1, 2013

Haynesville Well Economics – Tier 1 Area



Note: Individual well economics only. D&C cost = drilling and completion cost. Natural gas price differential = ($0.85)/Mcf.

Cotton Valley Horizontal Well Economics



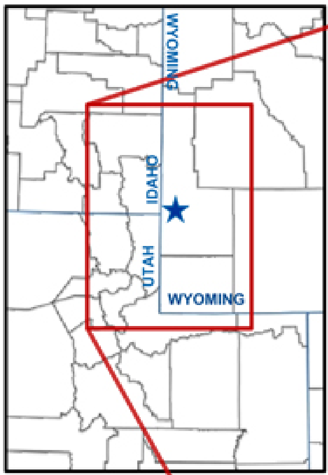
Note: Individual well economics only. D&C cost = drilling and completion cost. Natural gas price differential = (10%)

Matador
RESOURCES COMPANY

Gracie

Wyoming, Utah and Idaho

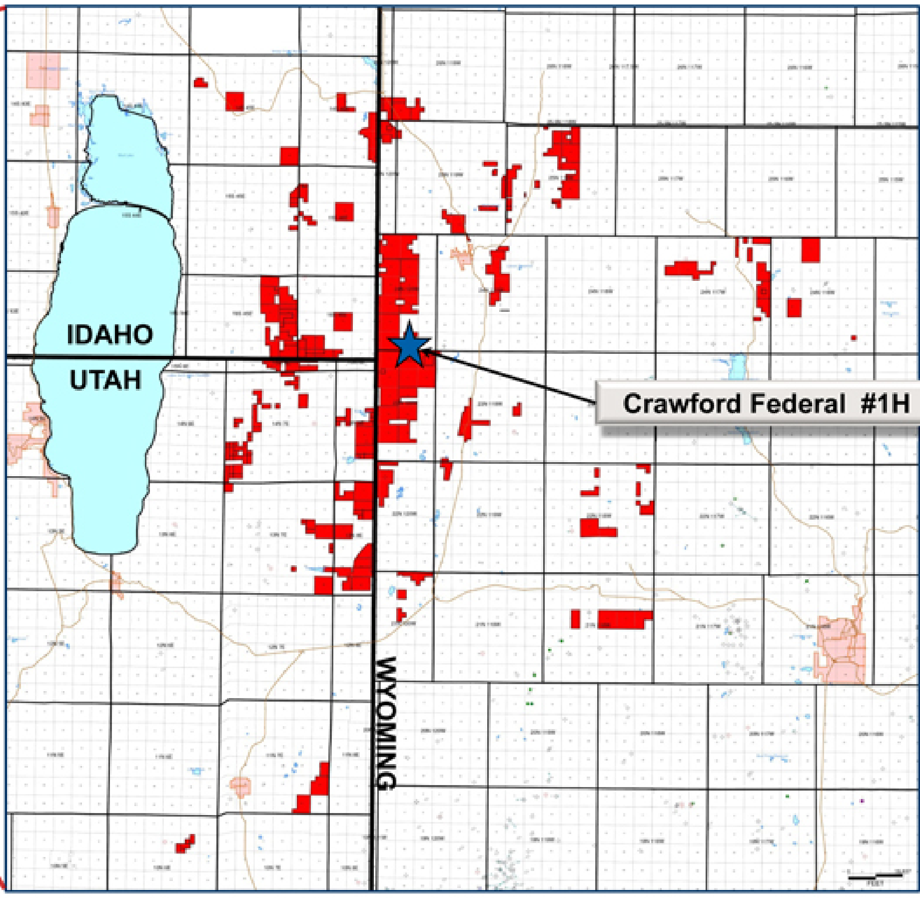
Matador Gracie Project Total Prospect Acreage



61,897 gross acres

30,492 net acres

- **Crawford Federal #1H completion scheduled for summer 2013**



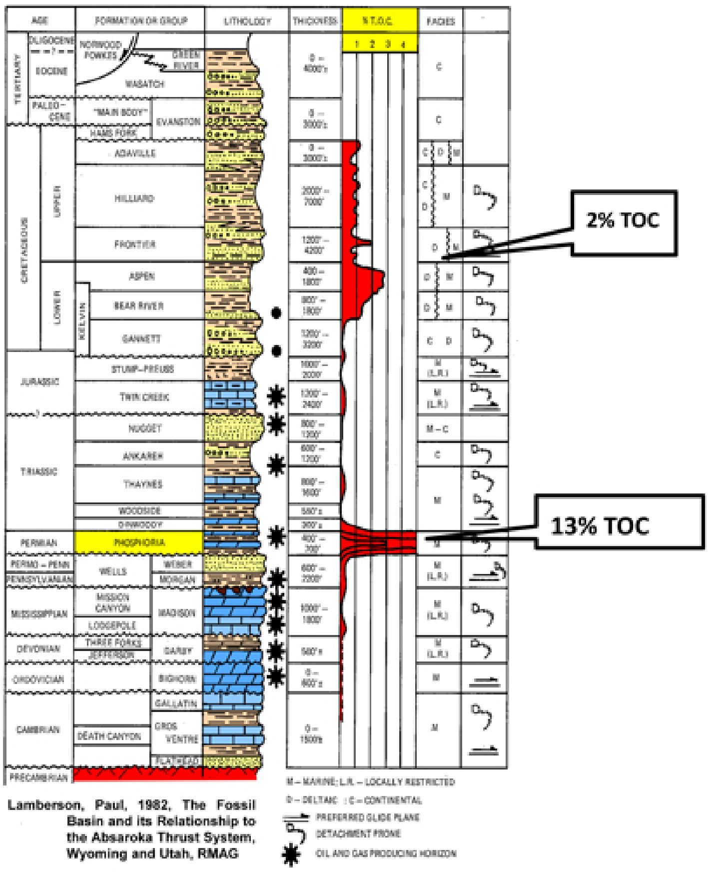
Note: All acreage at June 1, 2013

Southwest Wyoming Stratigraphy and Target Zones

FOSSIL BASIN AREA AND ITS RELATIONSHIP TO THE ABSAROKA THRUST FAULT SYSTEM

Cretaceous Shales

Meade Peak Shale



Lamberson, Paul, 1982, The Fossil Basin and its Relationship to the Absaroka Thrust System, Wyoming and Utah, RMAG

Crawford Federal #1:

- Drilled straight hole in late 2011
- Encountered 161' Meade Peak with 46' of main pay
- Recovered 50' conventional core across pay zone
- TOC_{ave} 4.52% (Maximum 14.2%)
- Thermally mature: Ro 1.69%
- Porosity Average: 3.0–5.0%
- Micro-Darcy Permeability
- Drilled 2,500-ft horizontal lateral in late 2012; plan to complete in summer 2013



Financial Overview

2013 Financial Expectations

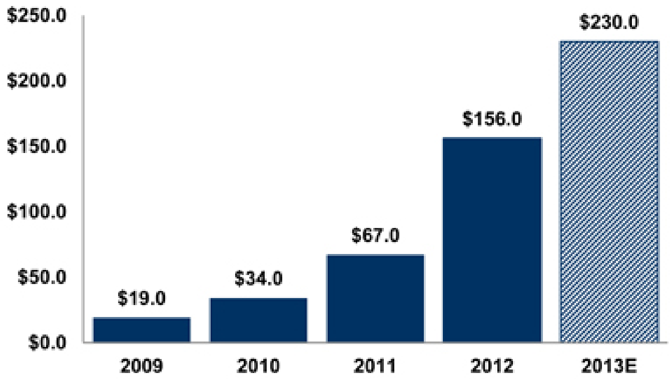
2013 Revenue and Adjusted EBITDA(1)(2)

- **Estimated oil and natural gas revenues of $220 to $240 million**
  - Mid-point is an increase of 47% from $156.0 million in 2012
- **Estimated Adjusted EBITDA(1)(2) of $155 to $175 million**
  - Mid-point is an increase of 42% from $115.9 million in 2012
- **Adjusted EBITDA(1)(2) growth expected to be impacted by lower oil price realizations and an estimated decrease of approximately $13 million in realized hedging gains compared to 2012**

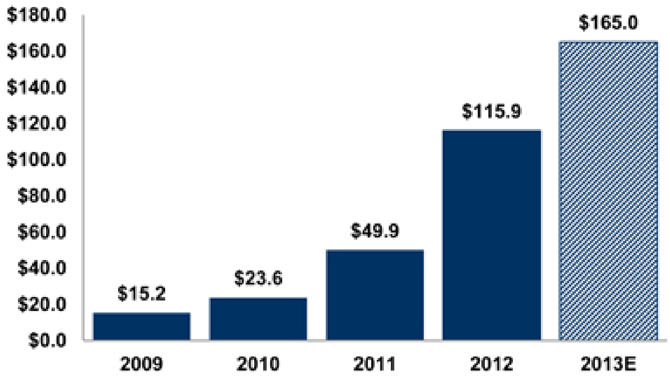
2013 Operating Costs(3)

- **Estimated average unit costs per BOE**
  - Production taxes/marketing = $4.30
  - Lease operating = $9.50
  - G&A = $5.20
  - Operating cash costs, excluding interest = $19.00
  - DD&A = $30.00

Oil and Natural Gas Revenues(2) (millions)



Adjusted EBITDA(1)(2) (millions)



(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 Appendix
(2) Estimated 2013 oil and natural gas revenues and Adjusted EBITDA at midpoint of production guidance range as updated on May 8, 2013. Guidance includes actual results for 1Q 2013 and estimated results for the remainder of 2013. Estimated average realized prices for oil and natural gas used in these estimates were $99.00/Bbl and $4.00/Mcf, respectively, for the period April through December 2013.
(3) Consistent with updated guidance provided on May 8, 2013.

2013 Capital Investment Plan Highlights

- **2013 projected capital expenditures of approximately $325 million**
  - Drill and complete or participate in 48 gross/31.3 net wells in 2013
    - Including 31.0 gross/25.8 net Eagle Ford Shale and 3.0 gross/3.0 net Bone Spring/Wolfcamp
    - Also includes 3.0 gross/1.6 net exploratory Austin Chalk, Buda and Edwards tests
  - Includes approximately $25 million for pipelines/facilities and $40 million for land/seismic acquisition
  - Compares to 2012 drilling program of 58 gross / 27.6 net wells for $334.6 million in capital expenditures, including 28 gross / 24.5 net Eagle Ford Shale wells
  - 2013 expenditures are estimated to be funded 50% through cash flows and 50% through borrowings under revolving credit facility

- **2013 Production Expectations**
  - Oil production of 1.8 to 2.0 million barrels – mid-point up 58% from 1.2 million barrels in 2012
  - Natural gas production of 11.0 to 12.0 Bcf – mid-point down 8% from 12.5 Bcf in 2012

- **2013 Financial Expectations(1)**
  - Oil and natural gas revenues of $220 to $240 million – mid-point up 47% from $156.0 million in 2012
  - Adjusted EBITDA(2) of $155 to $175 million – mid-point up 42% from $115.9 million in 2012
  - Total borrowings outstanding estimated to be $320 to $330 million at YE 2013

- **Maintain financial discipline by funding 2013 capital expenditures through operating cash flows and borrowings under revolving credit facility**
  - 2013 oil production volumes well hedged to protect cash flows below about $88/Bbl oil price
  - Current borrowings are less than 2x estimated 2013 operational cash flows

(1) Estimated 2013 oil and natural gas revenues and Adjusted EBITDA at midpoint of guidance range as updated on May 8, 2013. Guidance includes actual results for 1Q 2013 and estimated results for the remainder of 2013. Estimated average realized prices for oil and natural gas used in these estimates were $99.00/Bbl and $4.00/Mcf, respectively, for the period April through December 2013.
(2) 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 Appendix

First Quarter 2013 Earnings Release Highlights

Production Growth

- Oil production of 460,000 Bbl for the quarter ended March 31, 2013, a year-over-year increase of 130% from 200,000 Bbl of oil produced in the quarter ended March 31, 2012 and a sequential increase of 8% from 426,000 Bbl of oil produced in the quarter ended December 31, 2012
- Average daily oil equivalent production of approximately 10,900 BOE per day for the quarter ended March 31, 2013, consisting of about 5,100 Bbl of oil per day and 34.7 MMcf of natural gas per day, a year-over-year BOE increase of 36% from approximately 8,000 BOE per day, consisting of about 2,200 Bbl of oil per day and 34.9 MMcf of natural gas per day, for the quarter ended March 31, 2012

Financial Performance

- Total realized revenues of $59.7 million in the first quarter of 2013, including $0.4 million in realized gain on derivatives, a year-over-year increase of 85% from total realized revenues of $32.2 million, including $3.1 million in realized gain on derivatives, reported in the first quarter of 2012
- Oil and natural gas revenues of $59.3 million for the quarter ended March 31, 2013, a year-over-year increase of 103% from $29.2 million reported for the quarter ended March 31, 2012
- Adjusted EBITDA(1) of $40.7 million for the quarter ended March 31, 2013, a year-over-year increase of 91% from $21.3 million reported for the quarter ended March 31, 2012

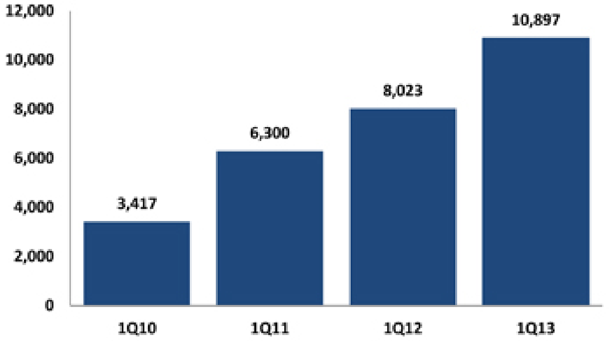
Acreage Acquisitions

- During March and April 2013, acquired an additional 14,700 gross and 12,500 net acres in Lea and Eddy Counties, New Mexico
- Consider approximately 22,900 gross and 18,100 net acres to be prospective for multiple oil and liquids-rich targets, including the Wolfcamp and Bone Spring play

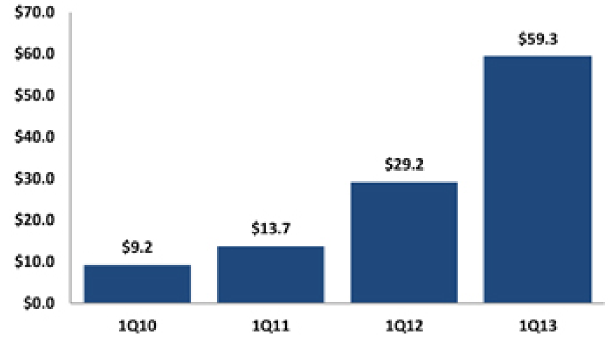
(1) Adjusted EBITDA is a non-GAAP financial measure. For a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to our net income (loss) and net cash provided by operating activities, see Appendix

Financial Performance

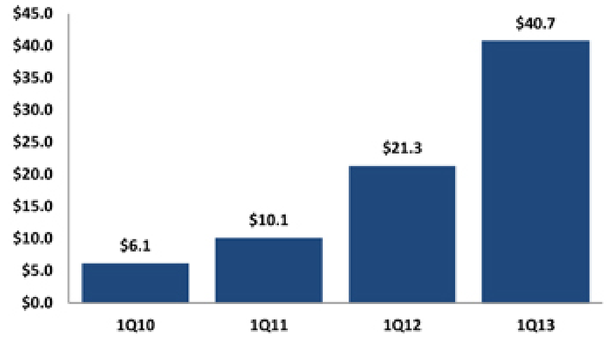
Average Daily Production
(BOE/d)



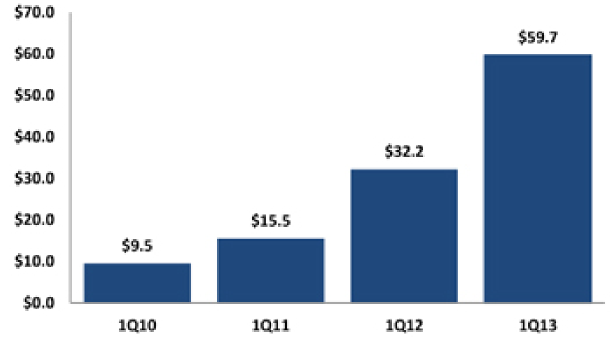
Oil and Natural Gas Revenues
($ in mm)



Adjusted EBITDA(1)
($ in mm)



Total Realized Revenues(2)
($ in mm)



(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 Appendix
(2) Includes realized gain on derivatives

2013 and 2014 Hedging Profile

At May 8, 2013, Matador had:

- 1.08 million barrels of oil hedged for remainder of 2013 at weighted average floor and ceiling of $88/Bbl and $107/Bbl, respectively
- 5.8 Bcf of natural gas hedged for remainder of 2013 at weighted average floor and ceiling of $3.25/MMBtu and $4.52/MMBtu, respectively
- 6.7 million gallons of natural gas liquids hedged for remainder of 2013 at weighted average price of $1.21/gal
- 1.68 million barrels of oil, 8.4 Bcf of natural gas and 3.7 million gallons of natural gas liquids hedged for 2014

Oil Hedges (Costless Collars)	2013	2014
Total Volume Hedged by Ceiling (Bbl)	920,000	1,680,000
Weighted Average Price ($ / Bbl)	$109.30	$98.55
Total Volume Hedged by Floor (Bbl)	920,000	1,680,000
Weighted Average Price ($ / Bbl)	$87.39	$87.79

Oil Hedges (Swaps)	2013	2014
Total Volume Hedged (Bbl)	160,000	-
Weighted Average Price ($ / Bbl)	$90.43	-

Natural Gas Hedges (Costless Collars)	2013	2014
Total Volume Hedged by Ceiling (Bcf)	5.80	8.40
Weighted Average Price ($ / MMBtu)	$4.52	$5.15
Total Volume Hedged by Floor (Bcf)	5.80	8.40
Weighted Average Price ($ / MMBtu)	$3.25	$3.32

Natural Gas Liquids (NGLs) Hedges (Swaps)	2013	2014
Total Volume Hedged (gal)	6,739,200	3,708,000
Weighted Average Price ($ / gal)	$1.21	$1.44

Note: Hedged volumes shown in table for 2013 are for remainder of 2013; volumes shown in table for 2014 are for full calendar year.

Reserves Summary at March 31, 2013

- Total proved reserves: 23.6 million BOE at March 31, 2013, including 10.7 million Bbl of oil and 77.5 Bcf of natural gas
- Oil reserves grew 88% to 10.7 million Bbl from 5.7 million Bbl at March 31, 2012
- PV-10[(1)] increased 33% to $438.1 million from $329.6 million at March 31, 2012, despite removal of close to 100 Bcf of proved undeveloped Haynesville shale gas reserves at June 30, 2012
- Oil reserves comprised 45% (1 Bbl = 6 Mcf basis) of total proved reserves at March 31, 2013, up from 17% at March 31, 2012
- Eagle Ford reserves comprised 93% of total PV-10[(1)] at March 31, 2013 as compared to 74% at March 31, 2012 and 93% at December 31, 2012
- Sequential growth:
  - Proved developed oil reserves grew 13% to 5.4 million Bbl at March 31, 2013 from 4.8 million Bbl at December 31, 2012
  - PV-10[(1)] increased 4% to $438.1 million at March 31, 2013 from $423.2 million at December 31, 2012

(1) PV-10 is a non-GAAP financial measure. For a reconciliation of Standardized Measure (GAAP) to PV-10 (non-GAAP), see Appendix



Appendix

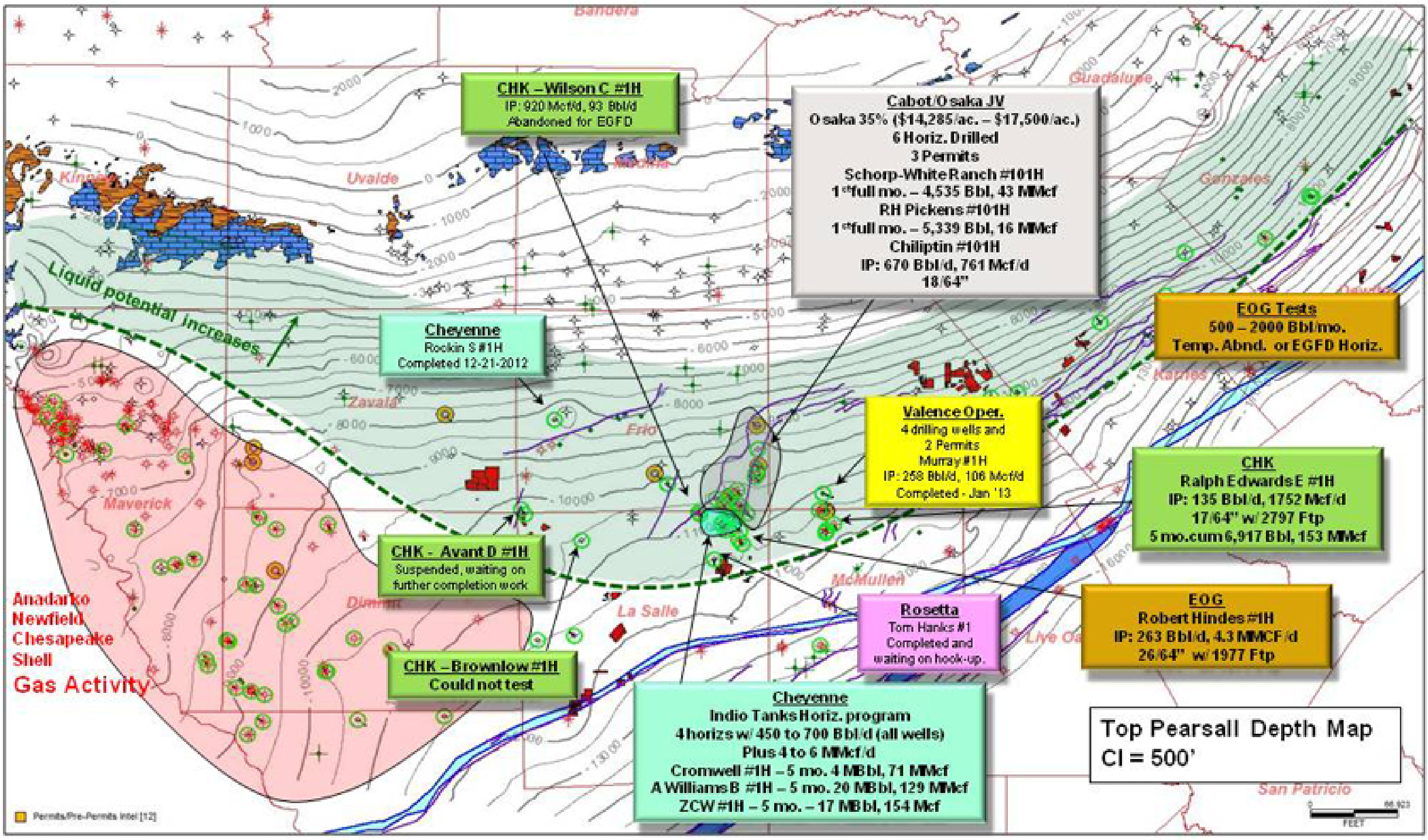
Board of Directors and Special Board Advisors – Expertise and Stewardship

Board Members and Advisors	Professional Experience	Business Expertise
Dr. Stephen A. Holditch Director	- Professor Emeritus and Former Head of Dept. of Petroleum Engineering, Texas A&M University - Founder and Former President, S.A. Holditch & Associates - Past President of Society of Petroleum Engineers	Oil & Gas Operations
David M. Laney Lead Director	- Past Chairman, Amtrak Board of Directors - Former Partner, Jackson Walker LLP	Law & Investments
Gregory E. Mitchell Director	- President and CEO, Toot'n Totum Food Stores	Petroleum Retailing
Dr. Steven W. Ohnimus Director	- Retired VP and General Manager, Unocal Indonesia	Oil & Gas Operations
Michael C. Ryan Director	- Partner, Berens Capital Management	International Business and Finance
Carlos M. Sepulveda, Jr. Director	- Retired President and CEO, Interstate Battery System International, Inc. - Chairman of the Board, Triumph Bancorp, Inc. - Director and Audit Chair, Cinemark Holdings, Inc.	Business and Finance
Margaret B. Shannon Director	- Retired VP and General Counsel, BJ Services Co. - Former Partner, Andrews Kurth LLP	Law and Corporate Governance
Marlan W. Downey Special Board Advisor	- Retired President, ARCO International - Former President, Shell Pecten International - Past President of American Association of Petroleum Geologists	Oil & Gas Exploration
Wade I. Massad Special Board Advisor	- Managing Member, Cleveland Capital Management, LLC - Former EVP Capital Markets, Matador Resources Company - Formerly with KeyBanc Capital Markets and RBC Capital Markets	Capital Markets
Edward R. Scott, Jr. Special Board Advisor	- Former Chairman, Amarillo Economic Development Corporation - Law Firm of Gibson, Ochsner & Adkins	Law, Accounting and Real Estate Development
W.J. "Jack" Sleeper, Jr. Special Board Advisor	- Retired President, DeGolyer and MacNaughton (Worldwide Petroleum Consultants)	Oil & Gas Executive Management

Proven Management Team – Experienced Leadership

Management Team	Background and Prior Affiliations	Industry Experience	Matador Experience
Joseph Wm. Foran Founder, Chairman and CEO	- Matador Petroleum Corporation, Foran Oil Company, J Cleo Thompson Jr. and Thompson Petroleum Corp.	33 years	Since Inception
David E. Lancaster EVP and COO	- Schlumberger, S.A. Holditch & Associates, Inc., Diamond Shamrock	34 years	Since 2003
Matthew V. Hairford EVP and Head of Operations	- Samson, Sonat, Conoco	29 years	Since 2004
David F. Nicklin Executive Director of Exploration	- ARCO, Senior Geological Assignments in UK, Angola, Norway and the Middle East	42 years	Since 2007
Bradley M. Robinson VP and CTO	- Schlumberger, S.A. Holditch & Associates, Inc., Marathon	36 years	Since Inception
Craig N. Adams VP and General Counsel	- Baker Botts L.L.P., Thompson & Knight LLP	20 years	Since 2012
Ryan C. London VP and General Manager	- Matador Resources Company	9 years	Since 2003
Kathryn L. Wayne Controller and Treasurer	- Matador Petroleum Corporation, Mobil	28 years	Since Inception

South Texas: Pearsall Play



Note: All acreage at June 1, 2013. Well data from public information as of June 2013.

Adjusted EBITDA Reconciliation

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

Adjusted EBITDA should not be considered an alternative to, or more meaningful than, net income (loss) or net cash provided by operating activities as determined in accordance with GAAP or as an indicator of the Company's operating performance or liquidity. Certain items excluded from Adjusted EBITDA are significant components of understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure. Adjusted EBITDA may not be comparable to similarly titled measures of another company because all companies may not calculate Adjusted EBITDA in the same manner. The following table presents the calculation of Adjusted EBITDA and the reconciliation of Adjusted EBITDA to the GAAP financial measures of net income (loss) and net cash provided by operating activities, respectively, that are of a historical nature. Where references are forward-looking or prospective in nature, and not based on historical fact, the table does not provide a reconciliation. The Company could not provide such reconciliation without undue hardship because the forward-looking Adjusted EBITDA numbers included in this investor presentation are estimations, approximations and/or ranges. In addition, it would be difficult for the Company to present a detailed reconciliation on account of many unknown variables for the reconciling items.

Adjusted EBITDA Reconciliation

The following table presents our calculation of Adjusted EBITDA and reconciliation of Adjusted EBITDA to the GAAP financial measures of net income (loss) and net cash provided by operating activities, respectively.

	Year Ended December 31,						Three Months Ended March 31,			
(In thousands)	2007	2008	2009	2010	2011	2012	2010	2011	2012	2013
Unaudited Adjusted EBITDA reconciliation to Net Income (Loss):										
Net (loss) income	($300)	$103,878	($14,425)	$6,377	($10,309)	($33,261)	$5,676	($27,596)	$3,801	($15,505)
Interest expense	-	-	-	3	683	1,002	-	106	308	1,271
Total income tax provision (benefit)	-	20,023	(9,925)	3,521	(5,521)	(1,430)	2,975	(6,906)	3,064	46
Depletion, depreciation and amortization	7,889	12,127	10,743	15,596	31,754	80,454	3,362	7,111	11,205	28,232
Accretion of asset retirement obligations	70	92	137	155	209	256	38	39	53	81
Full-cost ceiling impairment	-	22,195	25,244	-	35,673	63,475	-	35,673	-	21,230
Unrealized loss (gain) on derivatives	211	(3,592)	2,375	(3,139)	(5,138)	4,802	(6,093)	1,668	3,270	4,825
Stock-based compensation expense	220	665	656	898	2,406	140	186	53	(363)	492
Net loss (gain) on asset sales and inventory impairment	-	(136,977)	379	224	154	485	-	-	-	-
Adjusted EBITDA	**$8,090**	**$18,411**	**$15,184**	**$23,635**	**$49,911**	**$115,923**	**$6,142**	**$10,148**	**$21,338**	**$40,672**

	Year Ended December 31,						Three Months Ended March 31,			
(In thousands)	2007	2008	2009	2010	2011	2012	2010	2011	2012	2013
Unaudited Adjusted EBITDA reconciliation to Net Cash Provided by Operating Activities:										
Net cash provided by operating activities	$7,881	$25,851	$1,791	$27,273	$61,868	$124,228	$7,673	$12,732	$5,110	$32,229
Net change in operating assets and liabilities	209	(17,888)	15,717	(2,230)	(12,594)	(9,307)	(1,531)	(2,690)	15,920	7,126
Interest expense	-	-	-	3	683	1,002	-	106	308	1,271
Current income tax provision (benefit)	-	10,448	(2,324)	(1,411)	(46)	-	0	0	0	46
Adjusted EBITDA	**$8,090**	**$18,411**	**$15,184**	**$23,635**	**$49,911**	**$115,923**	**$6,142**	**$10,148**	**$21,338**	**$40,672**

PV-10 Reconciliation

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 the Company's properties. Matador 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. The PV-10 at March 31, 2013, December 31, 2012, March 31, 2012, December 31, 2011, December 31, 2010, December 31, 2009 and December 31, 2008 may be reconciled to the Standardized Measure of discounted future net cash flows at such dates by reducing PV-10 by the discounted future income taxes associated with such reserves. The discounted future income taxes at March 31, 2013, December 31, 2012, March 31, 2012, December 31, 2011, December 31, 2010, December 31, 2009 and December 31, 2008 were, in millions, \$31.1, \$28.6, \$42.2, \$33.2, \$8.8, \$5.3 and \$0.8 respectively.

We have not provided a reconciliation of PV-10 to Standardized Measure where references are forward-looking, estimates or prospective in nature. We could not provide such a reconciliation without undue hardship on account of many unknown variables for the reconciling items. We have not provided a reconciliation of PV-10 to Standardized Measure with respect to proved producing reserves because such PV-10 values are subsets of the PV-10 of our total proved reserves.