

**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) December 14, 2021**

**Matador Resources Company**

(Exact name of registrant as specified in its charter)

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

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

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

**5400 LBJ Freeway, Suite 1500**

**75240**

**Dallas, Texas**  
(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))

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

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

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

Emerging growth company

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

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

On December 14, 2021, Matador Resources Company (the “Company”), certain of its subsidiaries and Computershare Trust Company, N. A., as agent for Wells Fargo Bank, National Association, as trustee (“Trustee”), entered into a Second Supplemental Indenture (the “Supplemental Indenture”) to the Indenture dated August 21, 2018 (the “Indenture”), among the Company, the subsidiary guarantors party thereto and the Trustee, governing the Company’s 5.875% Senior Notes due 2026 (the “Notes”). Pursuant to the Supplemental Indenture, each of MRC Explorers Resources, LLC and MRC Spiral Resources, LLC was added as a party to and as a guarantor under the Indenture.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is filed as Exhibit 4.1 hereto and is incorporated into this Item 1.01 by reference.

The Indenture governing the Notes was included as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 21, 2018.

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

The information set forth in Item 1.01 is incorporated into this Item 2.03 by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

| <b>Exhibit No.</b> | <b>Description of Exhibit</b>   |
|--------------------|---|
| 4.1                | <a href="#"><u>Second Supplemental Indenture, dated as of December 14, 2021, by and among Matador Resources Company, the subsidiary guarantors party thereto and Computershare Trust Company, N. A., as agent for Wells Fargo Bank, National Association, as trustee.</u></a> |
| 104                | Cover Page Interactive Data File, formatted in Inline XBRL (included as Exhibit 101).   |

**SIGNATURE**

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

**MATADOR RESOURCES COMPANY**

Date: December 14, 2021

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

**MATADOR RESOURCES COMPANY**  
**SECOND SUPPLEMENTAL INDENTURE**

SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of December 14, 2021, among MRC Explorers Resources, LLC, a Texas limited liability company (“*Explorers LLC*”), and MRC Spiral Resources, LLC, a Texas limited liability company (“*Spiral LLC*” and together with Explorers LLC, the “*New Guarantors*”), each a subsidiary of Matador Resources Company, a Texas corporation (the “*Company*”), the existing Guarantors (as defined in the Indenture referred to herein), the Company and Computershare Trust Company, N. A., as agent (“*Agent*”) for Wells Fargo Bank, National Association, as trustee under the Indenture referred to herein (the “*Trustee*”). The New Guarantors and the existing Guarantors are sometimes referred to collectively herein as the “*Guarantors*,” or individually as a “*Guarantor*.”

W I T N E S S E T H

WHEREAS, the Company and the existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of August 21, 2018 (as amended, supplemented, waived or otherwise modified prior to the date hereof, the “*Indenture*”), relating to the 5.875% Senior Notes due 2026 (the “*Securities*”) of the Company;

WHEREAS, Section 4.9 of the Indenture in certain circumstances requires the Company to cause a Restricted Subsidiary (i) to become a Guarantor by executing a supplemental indenture and (ii) to deliver an Opinion of Counsel to the Trustee as provided in such Section; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Company, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture without the consent of any Holder;

NOW THEREFORE, to comply with the provisions of the Indenture and in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the other Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. The New Guarantors hereby agree, jointly and severally, with all other Guarantors, to unconditionally Guarantee to each Holder and to the Trustee the Obligations, to the extent set forth in the Indenture and subject to the provisions in the Indenture. The obligations of the Guarantors to the Holders of Securities and to the Trustee pursuant to the Subsidiary Guarantees and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Subsidiary Guarantees.

3. Execution and Delivery. Each of the New Guarantors agrees that its Subsidiary Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Subsidiary Guarantee.

4. NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE AND ENFORCE THIS SUPPLEMENTAL INDENTURE.

5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signatures by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. The Agent. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or the Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Agent, as agent to the Trustee, with respect hereto.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

MATADOR RESOURCES COMPANY

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

MRC EXPLORERS RESOURCES, LLC

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

MRC SPIRAL RESOURCES, LLC

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

**GUARANTORS:**

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

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

LONGWOOD GATHERING AND DISPOSAL  
SYSTEMS, LP

By: Longwood Gathering and Disposal Systems GP, Inc., its general partner

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

COMPUTERSHARE TRUST COMPANY, N. A., as Agent

By: /s/ Susan Wright  
Name: Susan Wright  
Title: AVP

Signature Page to Second Supplemental Indenture