

**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF LONGFELLOW
ENERGY LP FOR COMPULSORY
POOLING, EDDY COUNTY, NEW
MEXICO.**

**CASE NO. 25572
ORDER NO. R-24036**

**LONGFELLOW ENERGY, LP’S RESPONSE TO SPUR ENERGY PARTNERS LLC’S
MOTION FOR RECONSIDERATION AND RENEWED REQUEST FOR STAY**

Longfellow Energy, LP, OGRID No. 372210 (“Longfellow”), through undersigned counsel, files this response to Spur Energy Partners LLC’s (“Spur”) Motion for Reconsideration (the “Reconsideration Motion”) of the Hearing Examiner’s Order Denying Spur’s Emergency Motion for Stay (the “Denial Order,” attached as **Exhibit E**). For the reasons set forth below, the Reconsideration Motion and renewed request for stay should be denied.

I. INTRODUCTION

Spur again asks the Division to interrupt drilling of the Petty Federal Com 31CD 006H well (“006H”) notwithstanding an operative compulsory pooling order and an approved APD. Drilling of the 006H was completed on May 24, 2026, and Longfellow is now conducting pre-frac and completion preparations, including mobilization of required services and water-supply infrastructure. Longfellow Ex. D, Mitchell Stmt. ¶¶ 8–12. Spur’s renewed request fails at the threshold as Spur seeks a stay of Order No. R-24036 while omitting the proposed stay order required by 19.15.4.23(B) NMAC. Spur’s renewed request independently fails on the merits as Spur has not shown that a stay is necessary to prevent waste, protect correlative rights, protect public health or the environment, or prevent gross negative consequences to an affected party.

Spur’s principal theories were previously before the Hearing Examiner. In its original Emergency Motion for Stay, Spur asserted that Longfellow intended to drill only one initial well,

had changed the 006H target interval and spacing, had increased the estimated cost of the 006H by approximately \$1 million, and threatened Spur's correlative rights through alleged spacing and parent-child effects. The Denial Order rejected those grounds, finding that Paragraph 20 does not prescribe drilling sequence, that the 006H remains within the Yeso formation with no change to the well count, that Spur had not demonstrated irreparable non-economic harm, and that Paragraph 26 supplies the procedure for disputes over well costs.

The additional materials attached to Spur's Motion do not disturb those findings. Spur's own email exhibit includes Longfellow's express clarification that the 5H and 6H target placements were swapped and that "[t]he rest of the development remained unchanged." Spur Ex. A-1. Longfellow also submits the Self-Affirmed Statement of Rebecca L. English, confirming that Longfellow has not abandoned or removed any of the nine wells dedicated under Order No. R-24036 and is progressing infrastructure supporting the remaining development in parallel with its drilling schedule. Ex. B, English Stmt. ¶¶ 22-26.

The 006H remains within the pooled Yeso formation and is proceeding under approvals that remain effective. Spur may pursue any available ordinary Division procedure concerning a properly presented future development-plan issue; it may not obtain emergency suspension of an authorized well by repackaging previously rejected theories as reconsideration.

II. RELEVANT BACKGROUND

1. On December 1, 2025, the Division issued Order No. R-24036 (the "Order"), pooling uncommitted interests in the Yeso formation in the horizontal spacing unit comprising the S/2 of Section 31, Township 16 South, Range 31 East, NMPM, Eddy County, New Mexico (the "Unit"), designating Longfellow as operator, and dedicating nine wells to the Unit, including the 006H. Order ¶¶ 15-17.

2. The Order determined that pooling the uncommitted interests in the Unit would prevent waste and protect correlative rights and would afford each uncommitted owner the opportunity to produce its just and equitable share of oil or gas in the pool. Order ¶¶ 13-14.

3. Paragraph 20 of the Order requires commencement of drilling of the wells within one year after the Order and completion of each well no later than one year after commencement of that well. Paragraph 21 establishes an extension procedure. Paragraph 22 allows the operator to propose reasonable deviations through notice and, if protested, hearing. Paragraph 26 establishes the process for determining “Reasonable Well Costs” after an objection to Actual Well Costs. Order ¶¶ 20-22, 26.

4. The BLM approved the APD for the 006H, and the Division approved the APD. The Denial Order found that the 006H remains within the Yeso formation with no change to the well count and that Longfellow commenced drilling within the period required by Paragraph 20. Denial Order (Ex. E), Findings of Fact ¶¶ 5-6.

5. On May 12, 2026, Spur filed its Emergency Motion for Stay. That motion alleged that Longfellow intended to drill only one initial well, had changed the target bench and spacing for the 006H, had increased estimated costs by approximately \$1 million, and threatened Spur’s correlative rights through alleged improper spacing and parent-child effects. Spur’s Emergency Motion for Stay ¶¶ 10-17.

6. The Hearing Examiner denied Spur’s original motion. Among other findings, the Denial Order held that Paragraph 20 does not prescribe drilling sequence; no well had been removed from the Unit; Spur had not demonstrated irreparable non-economic harm; Paragraph 26 supplies the mechanism for well-cost disputes; and Spur had not established a procedural or legal

basis for the requested stay. Denial Order (Ex. E), Findings of Fact ¶¶ 4-10; Conclusions of Law ¶¶ 2-6.

7. Spur's Motion for Reconsideration again seeks stays of the Order and the approved APD. It attaches the Self-Affirmed Statement of Nash Bell and related correspondence as Exhibit A and Exhibits A-1 through A-3, and the Self-Affirmed Statement of Matthew Van Wie as Exhibit B. It does not attach a proposed stay order as required by 19.15.4.23(B) NMAC.

8. Longfellow remains committed to the nine-well development identified in Order No. R-24036 and has not abandoned or removed any of those wells. Surface and midstream infrastructure work supporting production from the Unit is progressing in parallel with Longfellow's drilling schedule and informs sequencing of the remaining development. Ex. B, English Stmt. ¶¶ 22-26.

9. Longfellow completed drilling of the 006H on May 24, 2026. Pre-frac operations are underway, and Longfellow has undertaken preparations for completion operations, including work relating to the wellsite, surface-water-storage infrastructure, stimulation, wireline, water-transfer, frac-stack, and high-pressure frac-line services. Longfellow Ex. D, Mitchell Stmt. ¶¶ 8-12.

III. ARGUMENT

A. Spur's Renewed Stay Request Fails to Comply with Rule 19.15.4.23(B)'s Mandatory Proposed-Order Requirement.

Spur's Reconsideration Motion is procedurally defective insofar as it seeks a renewed stay of Order No. R-24036. Rule 19.15.4.23(B) NMAC provides that a party requesting a stay of a Division or Commission order "shall attach a proposed stay order to the motion." The requirement turns on the relief sought, not the caption selected by the movant.

Spur expressly asks the Division to enter an order "[s]taying the effect of Order No. R-24036 until Longfellow complies with its terms or files an application to amend the Order to reflect

its actual drilling and development plans.” Reconsideration Motion at 7. Yet Spur attached no proposed stay order. Its supporting materials consist of witness statements and email exhibits; no document supplies the proposed order required by Rule 19.15.4.23(B) NMAC.

That omission supplies an independent basis to deny the renewed request to stay the Order as submitted. To the extent the Division reaches the merits notwithstanding Spur’s noncompliance, the Motion fails for the independent reasons below. Longfellow is not the party requesting a stay and is not required by Rule 19.15.4.23(B) NMAC to file a proposed order, but submits a proposed denial order as **Exhibit A** for the Division’s convenience.

B. Spur Has Not Established a Basis to Disturb the Denial Order, Proper Grounds for Reconsideration, or Satisfied the Governing Stay Standard.

Spur styles its filing as reconsideration, but the relief it seeks is unchanged: interruption of the 006H through stays of the Order and approved APD. Regardless of the procedural label, the requested relief is governed by Rule 19.15.4.23(B) NMAC, which authorizes a stay only when necessary to prevent waste, protect correlative rights, protect public health or the environment, or prevent gross negative consequences to an affected party.

The Motion identifies no material basis for that finding of necessity. The Order and approved APD remain in force. The 006H remains in the pooled Yeso formation. The Denial Order already held that Paragraph 20 does not prescribe drilling sequence, identifies that no well has been removed from the Unit, and that Spur has not shown irreparable non-economic harm. Spur’s supplemental evidence does not show that those material findings were wrong when made or that emergency suspension is now necessary.

Spur also identifies no governing reconsideration standard. Reconsideration of an administrative order is not an invitation to relitigate. The Division recently articulated the reconsideration standard applicable to motion practice holding that “[r]econsideration is an

extraordinary remedy intended to correct clear error, prevent manifest injustice, or address newly discovered evidence that was previously unavailable despite due diligence.” Case Nos. 25547, 25548, 25899 & 25900, Order Denying Motion for Reconsideration at 1 (N.M. Oil Conservation Div. Feb. 25, 2026). There, the Hearing Examiner rejected reconsideration where the proffered evidence “was in [the movant’s] possession or publicly available prior to the entry of the [prior order] and does not constitute ‘newly discovered’ evidence.” *Id.* at 3.

Spur establishes none of those grounds. Its renewed assertions concerning drilling only one initial well, the 006H target placement, spacing and parent-child effects, increased estimated costs, waste, and correlative rights were raised in, or are elaborations of theories raised in, its original Emergency Motion for Stay and rejected in the Denial Order. To the extent Spur now relies on correspondence concerning the 5H/6H swap that was in its possession before it sought the original stay, that correspondence is not newly discovered evidence and, in any event, includes Longfellow’s clarification that “[t]he rest of the development remained unchanged.”

The principles applied in *Tenneco Oil Co. v. New Mexico Water Quality Control Commission*, 1986-NMCA-033, ¶¶ 10-12, 105 N.M. 708, 736 P.2d 986, reinforce the same conclusion. A stay of administrative action is discretionary and requires a showing addressing likelihood of success, irreparable harm, harm to others, and the public interest; alleged injury or inconvenience alone is insufficient. Spur has not met that burden because it identifies disputed development issues and alleged risks, not present facts requiring interruption of operations under effective regulatory approvals. Spur’s lease-status correspondence does not supply the missing showing.¹

¹ Spur’s lease-status evidence does not establish that a stay is necessary. Ms. English testifies that Longfellow holds operating-rights interests, rather than record title, in the relevant federal leases and developed its understanding of lease status through its own inquiries to BLM and ONRR; that available production information reflected July 2024 as the last reported production from the Unit; that BLM subsequently identified reported May 2025 production and

The present record also supplies concrete evidence of the harm that Spur's requested stay would impose. Mr. Mitchell testifies in the attached **Exhibit D** that drilling of the 006H was completed on May 24, 2026; that pre-frac operations are underway; that Longfellow has engaged stimulation, wireline, water-transfer, frac-stack, and high-pressure frac-line services for the upcoming completion operation; and that Longfellow has already incurred substantial expenditures for pre-frac activity and water procurement, transfer, and storage. Longfellow Ex. D, Mitchell Stmt. ¶¶ 8–12, 16. Those facts do not substitute for Spur's burden under Rule 19.15.4.23(B) NMAC; they demonstrate that Spur seeks to interrupt active and approved completion operations based on alleged harms that remain disputed and unproven.

C. Spur Has Not Established Present Noncompliance with Order No. R-24036.

Spur's single-well theory was presented in its original stay motion and rejected. Paragraph 20 of the Order requires commencement of the wells within the specified one-year period; as the Denial Order already found, it does not prescribe the order in which the wells must be drilled. Spur cannot transform a sequencing decision into present noncompliance absent evidence that Longfellow has removed a well from the Unit or will fail to satisfy Paragraph 20 of Order No. R-24036.

Spur's email exhibit refutes, rather than supports, abandonment. In the April 2 correspondence on which Spur relies, Mr. Gaston addressed which well would be drilled first. In his April 6 clarification, he explained the 5H/6H target-placement swap and stated unambiguously: "The rest of the development remained unchanged." Spur Ex. A-1. That contemporaneous

referenced a possible later timeline while acknowledging that no Last Production Memo had issued; and that Longfellow continued to seek clarification concerning the reported production. Longfellow Ex. B, English Stmt. ¶¶ 4–15; Longfellow Exs. B-1 through B-3. Whatever lease timeline BLM ultimately determines, that correspondence does not establish waste, impairment of correlative rights, or present necessity to stay completion and related operations for the 006H.

clarification is consistent with the Denial Order's finding that no well has been removed from the Unit.

The sworn evidence submitted with this Response further disposes of Spur's theory. Ms. English affirms in the attached **Exhibit B**, that Longfellow remains committed to the nine-well development and is progressing the infrastructure necessary to support production from the Unit in parallel with its drilling schedule. Ex. B, English Stmt. ¶¶ 22-26. Sequencing the 006H first while progressing supporting infrastructure for the remaining development does not remove wells from the Unit or violate Paragraph 20.

Spur also improperly conflates possible future development decisions with the validity of the 006H. Longfellow does not concede that the 006H itself required a Paragraph 22 deviation or an amendment before drilling. If a future proposed change to the remaining development requires Division process, the Order supplies that process. A potential future proceeding does not establish present noncompliance by the approved 006H or justify staying it now.

D. Spur Has Not Shown Waste, Impairment of Correlative Rights, or Irreparable Harm Requiring a Stay of the 006H.

The Order itself determined that pooling the Unit and developing its dedicated wells will prevent waste and protect correlative rights. Order ¶¶ 13-14. The 006H remains within the Yeso formation pooled under the Order and is proceeding under an APD that remains approved. Against that existing regulatory determination and approval, Spur must establish why continuing the 006H now requires emergency suspension. It has not done so.

Mr. Van Wie asserts concerns about spacing, pressure depletion, drainage, and parent-child effects. *See* Reconsideration Motion, Ex. B (Van Wie Self-Aff. Stmt.) ¶¶ 9-11. But his statement does not establish that drilling the 006H under the approved APD has caused, or imminently will cause, a loss of Spur's just and equitable share of production. At most, it identifies disputed

technical issues associated with development configuration and possible future production. Those subjects may be addressed in any ordinary proceeding the Division determines appropriate; they do not establish the immediate necessity required by Rule 19.15.4.23(B) NMAC.

Longfellow's technical evidence further demonstrates why Spur has not established present or imminent impairment. Mr. DeHamer, Longfellow's Senior Geologist, testifies in the attached **Exhibit C** that the 006H remains a horizontal well within the Yeso formation and within the same horizontal spacing unit, with the same approximate surface-hole and bottomhole locations approved under the Order. Longfellow Ex. C, DeHamer Stmt. ¶ 7. He further testifies that the approximately 750-foot same-bench spacing between the 006H and 008H in the Lower Paddock falls within the range of accepted Yeso development spacing he has evaluated on the Northwest Shelf and is supported by Longfellow's Santana Pad analog. *Id.* ¶¶ 10–13. Finally, he explains that Van Wie identifies no specific analog well, pressure-test result, frac-hit observation, decline-curve analysis, reservoir-simulation model, or other quantitative basis establishing that meaningful pressure depletion will occur before offset wells are drilled. *Id.* ¶¶ 16–20. On that evidentiary record, Spur has identified a technical disagreement, not actual or imminent impairment requiring emergency suspension of the 006H.

That distinction is decisive under New Mexico law. Irreparable injury must be “actual and substantial, or an affirmative prospect thereof,” not a “mere possibility of harm.” *State ex rel. State Highway & Transp. Dep't v. City of Sunland Park*, 2000-NMCA-044, ¶ 19, 129 N.M. 151, 3 P.3d 128. Spur's asserted possibilities do not overcome the Denial Order's finding that irreparable non-economic harm was not shown.

Spur also cannot justify a stay by arguing that this technical dispute should instead be addressed through the Paragraph 22 process in the Order. Spur's argument assumes the disputed

predicate that the 006H currently being drilled is itself an unapproved deviation. The Denial Order rejected present noncompliance, and the new submissions do not establish that predicate. In any event, Paragraph 22 procedure and Rule 19.15.4.23(B) NMAC perform different functions: even an issue properly presented for hearing would not dispense with Spur's separate obligation to prove that a stay is necessary.

E. Spur's AFE Objection Is Economic and Does Not Establish Emergency Harm.

Spur raised its approximately \$1 million AFE-cost allegation in its original stay motion. The Denial Order nevertheless held that Paragraph 26 of the Order supplies a mechanism to resolve well-cost disputes after completion. Nothing in Spur's renewed filing changes that conclusion. *See* Spur Emergency Mot. for Stay ¶ 11; Denial Order ¶ 8.

Paragraph 26 of the Order is tailored to the dispute Spur attempts to raise: after submission of Form C-105, Longfellow must provide each pooled working-interest owner an itemized schedule of Actual Well Costs; an owner may object within forty-five days; and, if a timely objection is filed, the Division determines Reasonable Well Costs after public notice and hearing. A challenge to the amount or reasonableness of the 006H costs is therefore remediable through the procedure incorporated in the Order. *See* Order ¶ 26; Denial Order ¶ 8.

Spur attempts to avoid that procedure by tying its AFE concern to its single-well theory. But that premise is contradicted by the Denial Order, the April 6 clarification, and Ms. English's testimony confirming Longfellow's continuing nine-well development. Spur cannot convert a monetary dispute into irreparable non-economic harm by attaching it to an unsupported claim of abandonment.

F. Spur's Remaining Authorities Do Not Authorize the Requested Stay, and the Order Preserves Ordinary Procedures for Any Properly Presented Future Issue.

Spur's reliance on 19.15.14.10(B) NMAC does not establish entitlement to relief. That provision permits the Division to impose conditions on an approved APD; it does not require suspension of an approved APD whenever a working-interest owner disputes an intra-formation target placement or anticipates changes to future wells. The 006H APD remains effective unless and until the Division determines otherwise through an applicable procedure.

Spur likewise misreads 19.15.2.11 NMAC. Subsection A concerns issuance of a temporary emergency order without a hearing; subsection B permits a hearing on shortened notice when an emergency exists. Subsection B is not an independent source of entitlement to a stay, and neither subsection excuses Spur from satisfying Rule 19.15.4.23(B) NMAC.

The Order already defines the appropriate routes for issues that may actually arise. Paragraph 21 addresses any requested extension of the drilling deadline. Paragraph 22 addresses proposed reasonable deviations and provides for hearing upon protest. Paragraph 26 addresses cost objections. Those mechanisms preserve the Division's jurisdiction and Spur's opportunity to be heard without stopping an authorized well on the basis of allegations that do not meet the governing stay standard.

The orderly administration of Division orders favors adherence to those defined procedures. Spur's approach would replace them with emergency interruption of approved operations whenever a non-operator disputes sequencing, intra-formation placement, or costs. Neither the Order nor the governing rules require that result.

IV. CONCLUSION

Spur expressly renews its request to stay Order No. R-24036 but failed to attach the proposed stay order required by 19.15.4.23(B) NMAC. Its renewed request may be denied on that

independent procedural ground. On the merits, Spur has not shown that a stay is necessary to prevent waste, protect correlative rights, protect public health or the environment, or prevent gross negative consequences to an affected party.

The 006H remains within the pooled Yeso formation and is proceeding under an approved APD. Spur's single-well, technical, and cost theories were previously rejected or are contradicted by the present record, and the Order supplies ordinary procedures for any properly presented future extension, deviation, or cost issue. Longfellow therefore respectfully requests that the Division deny the Reconsideration Motion and renewed request for stay, and enter the proposed order attached as **Exhibit A**.

Respectfully submitted,

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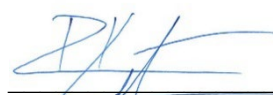
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served to counsel of record by electronic mail this 28th day of May 2026, as follows:

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EXHIBIT A

**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF LONGFELLOW
ENERGY LP FOR COMPULSORY
POOLING, EDDY COUNTY, NEW
MEXICO.**

**CASE NO. 25572
ORDER NO. R-24036**

**[PROPOSED] ORDER DENYING SPUR ENERGY PARTNERS LLC'S
MOTION FOR RECONSIDERATION**

This matter came before the Oil Conservation Division (“Division”) on Spur Energy Partners LLC’s (“Spur”) Motion for Reconsideration of the Order Denying Spur Energy Partners LLC’s Emergency Motion for Stay (“Motion”). The Division, having considered the Motion, Longfellow Energy LP’s Response, the prior Order Denying Stay, and the record in this matter, finds and concludes as follows:

1. Spur’s Motion again requests that the Division stay Order No. R-24036 and the Division-approved Application for Permit to Drill for the Petty Federal Com 31CD 006H well, API No. 30-015-58054.
2. Under 19.15.4.23(B) NMAC, a party requesting a stay of a Division order shall attach a proposed stay order to its motion. Spur did not attach a proposed stay order to its Motion.
3. Independently, Spur has not established that a stay is necessary to prevent waste, protect correlative rights, protect public health or the environment, or prevent gross negative consequences to an affected party, as required by 19.15.4.23(B) NMAC.

EXHIBIT A

4. Spur has not established a basis to disturb the Division's prior findings that Paragraph 20 of Order No. R-24036 does not prescribe drilling sequence, that the 006H well remains within the pooled Yeso formation with no change to the well count, and that Spur failed to demonstrate irreparable non-economic harm warranting a stay.

IT IS THEREFORE ORDERED that Spur Energy Partners LLC's Motion for Reconsideration is hereby DENIED, and Division Order No. R-24036, together with the Division's administrative approval of the APD for the above-referenced well, shall remain in full force and effect. This Order is without prejudice to any party seeking further relief through the procedures otherwise available under Division rules and applicable law.

**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF LONGFELLOW
ENERGY, L.P. FOR COMPULSORY
POOLING, EDDY COUNTY, NEW
MEXICO**

CASE NO. 25572

SELF-AFFIRMED STATEMENT OF REBECCA L. ENGLISH

I, Rebecca L. English, declare under penalty of perjury under the laws of the State of New Mexico that the following statements are true and correct based on my personal knowledge and on records kept by Longfellow Energy, L.P. in the ordinary course of business. I understand that this self-affirmed statement will be used as written testimony in this case.

I. AFFIANT AND CAPACITY

1. My name is Rebecca L. English. I am over the age of eighteen and competent to make this statement. I serve as Vice President, Land for Longfellow Energy, L.P. (“Longfellow”), with offices at 8115 Preston Road, Suite 800, Dallas, Texas 75225. I have previously testified before the New Mexico Oil Conservation Division in matters involving land, title, pooling, federal lease status, and related development issues.

2. In that capacity, I am the Longfellow employee with primary responsibility for managing communications with the United States Bureau of Land Management (“BLM”) and the Office of Natural Resources Revenue (“ONRR”) regarding the federal oil and gas leases that are or have been committed to the North Square Lake Unit, NMNM 105313289 (the “Unit”). I have personally participated in every BLM and ONRR communication described below, including e-mail correspondence, telephone calls, and a meeting on November 12, 2025.

3. I submit this statement to provide the Oil Conservation Division (the “Division”) with the actual chronology of, and BLM’s position regarding, the status of the Unit and the leases committed to it, and to place into proper context my April 15, 2026 e-mail to Nash Bell of Spur Energy Partners LLC (“Spur”), which Spur attaches to its Motion for Reconsideration as Exhibit A-2.

II. THE UNIT, OPERATOR, AND LONGFELLOW'S INTEREST

4. The North Square Lake Unit (the "Unit") covers acreage in Township 16 South, Range 31 East, NMPM, Eddy County, New Mexico. Longfellow holds operating-rights interests but is not the record-title holder or lessee of record, in the federal leases committed to the Unit. The Unit operator of record, as variously reflected in BLM systems, is either Acacia Operating Company, LLC ("Acacia") or Remnant Oil Operating, LLC ("Remnant"). Acacia is in Chapter 7 bankruptcy.

5. Because Longfellow is not the lessee of record or operating-rights owner of record for the Unit, Longfellow does not receive direct notices from the BLM regarding the status of the Unit or its constituent leases. Longfellow's knowledge of the status of the Unit has therefore been developed through its own affirmative inquiries to BLM and ONRR personnel beginning in 2025, as Longfellow worked to evaluate whether to commit capital to drilling operations in the S/2 of Section 31, Township 16 South, Range 31 East, NMPM (the spacing unit at issue in Case No. 25572).

III. THE BLM'S EVOLVING POSITION ON THE UNIT'S STATUS

6. Through mid-2025, public production data sources reviewed by Longfellow, including Enverus, DrillingInfo, and the records of the New Mexico Oil Conservation Division, reflected July 2024 as the last reported month of production from the Unit. Based on those public sources, Longfellow's working understanding was that the Unit's last production occurred in July 2024 and that, absent further production, the leases committed to the Unit would be subject to expiration in or about July 2026 under the two-year extension applicable upon cessation of unit production.

7. On November 12, 2025, I participated in a meeting with BLM Reservoir Management Group ("RMG") personnel and others to discuss the status of the Unit. On November 21, 2025, Edward G. Fernandez Jr., Petroleum Engineer, BLM New Mexico State Office Reservoir Management, confirmed the substance of that meeting in writing. Mr. Fernandez stated, among other things, that:

“The RMG group will not be terminating the unit anytime soon. We need a last production memo from the BLM— Carlsbad Field Office.”

8. Mr. Fernandez further advised that AFMSS reflects Acacia as the current operator, while the Serial Register Page reflects Remnant as operator of record for the unit agreement, and that the last production reported in S&P Global and in the OGOR data was July 2024. He stated that, “technically, if the CFO submits a LPM and they recommend termination to be effective Aug 2024 then the leases will get a 2-year extension from Aug 2024, which will be to Aug 2026 unless there are other producing wells from other formations other than the unitized formation.” As of the date of this statement, no Last Production Memo (“LPM”) has been issued by the BLM Carlsbad Field Office, and the BLM has not advised Longfellow that it has determined either (a) the effective date of any unit termination, or (b) whether other-formation production exists that would further extend the leases.

9. On February 10, 2026, I wrote to Kyle O. Paradis, Chief RMG, Operations, I&E, BLM, and Christopher Walls, Supervisory Petroleum Engineer, BLM Carlsbad Field Office, again seeking confirmation of the date of last production from the Unit. On February 17, 2026, Mr. Paradis responded by e-mail. He stated that the BLM had identified a reported production volume of *75 barrels of oil for the month ending May 31, 2025* attributed to the Unit on ONRR’s “Mart” website. Mr. Paradis further stated:

“So We are actually thinking that your extension could be until 6/1/2027. A last production memo hasn’t been issued yet by the field office but based on the date of last production I think you actually have more time than you think.”

10. Mr. Paradis’s e-mail thus presented the May 31, 2025 date as the BLM’s *then-current understanding*, not as a determination. He used the words “actually thinking,” “could be,” and “I think,” and he expressly acknowledged that no LPM had been issued. On the same day, I confirmed internally that DrillingInfo and the OCD still reflected July 2024 as the last reported month of production from the Unit. The 75-barrel May 2025 figure cited by the BLM did not appear in those public data sources.

11. On March 2, 2026, Mr. Walls advised that, “based on the last production date of the unit reported on 5/31/2025 ... the earliest the lease could expire is 6/1/2027.” Mr. Walls’s statement was, again, expressly qualified by the conditional language “the earliest the lease could expire” and tied to a last-production date that the BLM had not yet formally adopted in any LPM.

12. Between March 4 and March 10, 2026, considering the discrepancy between the BLM’s revised position and the public production records, I undertook to determine who had reported the May 2025 production and on what basis. The BLM advised that, under its current systems, BLM personnel could not identify the individual who submitted the production report and recommended that Longfellow contact the ONRR. The ONRR, in turn, advised that the identity of the reporting party could not be disclosed without a Freedom of Information Act request, citing the Privacy Act. As of the date of this statement, neither the BLM nor the ONRR has identified to Longfellow the individual who reported the May 2025 production, and Longfellow has not received independent confirmation that production from the Unit occurred in May 2025.

IV. THE APRIL 15, 2026, E-MAIL TO NASH BELL (SPUR EXHIBIT A-2)

13. On April 14, 2026, Nash Bell, Senior Vice President, Land for Spur, e-mailed me regarding the status of BLM Lease NMNM 0060548. Mr. Bell wrote that it was his “understanding that the BLM has determined the lease is set to expire on July 1, 2026,” and asked whether I had any correspondence from the BLM stating that. Mr. Bell’s e-mail did not reference the May 2025 production figure or any subsequent BLM communication.

14. I responded to Mr. Bell on April 15, 2026. The body of my response, in its entirety, stated:

“Yes. The BLM did not proactively reach out to us. We are also not the RT holder in any of the leases out here, but simply have operating rights. We discovered this issue through review to drill our wells. As normal, we looked at production to confirm our leases were held. When we reviewed that, we saw that there had not been production in the Acacia Unit since July 2024. This prompted me to

reach out to the BLM to discuss. In those discussions, they confirmed that there would be a 2 year non-production term and the leases would need production by July. Not necessarily July 1, but the month of July.

This has been an ongoing situation with the BLM. I have many emails, meetings, etc in which this was discussed. Most recently (as in just last month), I inquired with the BLM to give me the exact date in July that production ceased, because all I can see is monthly. The BLM responded back and noted that there was a possibility that there was barrels sold from the Acacia unit in May of 2025, which would mean the new deadline is May 2027 (2 years later). This is helpful, but still causes some hesitation on our part. Therefore, we are still drilling before the July deadline of this year.”

15. That e-mail accurately reflected the state of Longfellow’s knowledge as of April 15, 2026. Specifically:

(a) I expressly described the May 2025 production as a “*possibility*,” not as a confirmed fact because that is precisely how the BLM had described it. Mr. Paradis used the words “thinking,” “could be,” and “I think” in his February 17, 2026, e-mail, and Mr. Walls used the phrase “the earliest the lease could expire” in his March 2, 2026, e-mail. The BLM had not, and has not, issued any definitive determination.

(b) I expressly stated that the BLM’s revised May 2027 timeline, while “helpful,” “*still causes some hesitation on our part.*” I did not represent to Mr. Bell that the BLM had made a definitive determination, and I did not represent that Longfellow had abandoned the prior July 2026 working deadline. To the contrary, I expressly stated that Longfellow was “*still drilling before the July deadline of this year.*”

(c) I did not state, and did not believe, that the BLM had issued a LPM or made any final determination as to either the date of last production or the effective date of any

termination of the Unit. As of April 15, 2026, no LPM had been issued, and to my knowledge none has been issued as of the date of this statement.

16. Mr. Bell's self-affirmed statement (Spur Exhibit A, ¶ 10) characterizes my April 15, 2026, e-mail as indicating that "the lease expiration would be May 2027." That characterization is incomplete. My e-mail conveyed to Mr. Bell exactly what the BLM had conveyed to me: that there was a *possibility* of May 2025 production that, if confirmed and adopted by the BLM in an LPM, *would* result in a May 2027 expiration date but that this possibility still caused Longfellow hesitation, that no LPM had been issued, and that Longfellow continued to plan to drill before the prior July deadline. Mr. Bell's statement omits the qualifying language from the same e-mail.

V. THE MAY 18, 2026, WALLS E-MAIL TO NASH BELL (SPUR EXHIBIT A-3)

17. Spur Exhibit A-3 consists of a May 18, 2026, e-mail from Mr. Walls to Mr. Bell. Mr. Walls's e-mail to Mr. Bell uses the conditional language: "If we do terminate the unit, the leases will be extended until May 31st, 2027." That sentence is consistent with what the BLM had previously told me, that the BLM had not terminated the Unit, no LPM had been issued, and the May 31, 2027 date was contingent on (i) the BLM's ultimate adoption of May 31, 2025 as the date of last production and (ii) the BLM's ultimate decision to terminate the Unit. Mr. Walls's May 18, 2026, e-mail did not represent that the BLM had made either of those decisions.

18. Mr. Bell's self-affirmed statement (Spur Exhibit A, ¶ 11) characterizes the May 18, 2026, e-mail as a confirmation that "the lease was not at risk for expiration anytime soon, rather the date of last reported production will hold the lease until at least May 2027." That characterization overstates what Mr. Walls's e-mail says. Mr. Walls's e-mail expressly conditions the May 2027 date on the BLM electing to terminate the Unit and on the BLM's use of the May 31, 2025, production date, neither of which has occurred in any LPM or other final BLM determination of which I am aware.

VI. SUMMARY OF BLM'S COMMUNICATIONS

19. As of the date of this statement, based on my personal knowledge of the BLM's communications with Longfellow:

- the BLM has not issued an LPM for the Unit;
- the BLM has identified two potential last-production dates — July 2024 (reflected in the public OCD and DrillingInfo records and in the BLM’s communications through early February 2026) and May 31, 2025 (first identified by the BLM on February 17, 2026 based on the ONRR “Mart” website);
- the BLM’s own records reflect an unresolved discrepancy as to the identity of the Unit operator (Acacia in AFMSS; Remnant in SRP);
- the BLM’s own personnel have advised Longfellow that they are unable to identify the individual who reported the May 2025 production, and the ONRR has declined to identify that individual absent a FOIA request;
- Mr. Fernandez’s November 21, 2025, communication expressly contemplated that the leases could receive an extension running to August 2026 if the LPM recommended termination effective August 2024, “unless there are other producing wells from other formations other than the unitized formation,” a contingency that has not been resolved by the BLM; and
- every BLM communication identifying a possible May 31, 2025, date of last production, and every BLM communication referencing a possible May 31, 2027 lease-expiration date, has been expressly conditional and has not constituted a final BLM determination.

20. Longfellow has accordingly continued to manage its development activities under the conservative working assumption that the leases could be subject to expiration on the earlier of the two BLM-identified timelines, until and unless the BLM Carlsbad Field Office issues an LPM resolving the matter.

21. My April 15, 2026, e-mail to Mr. Bell was, and is, fully consistent with that conservative approach. The portions of that e-mail quoted in Spur Exhibit A-2 do not, when read in full and in context, support the conclusion that Longfellow had “known since potentially March 2026 that the lease does not expire until May 2027” (Spur Exhibit A, ¶ 11). They support the opposite conclusion: that the BLM has given Longfellow inconsistent and conditional information,

that no final BLM determination has issued, and that Longfellow has acted prudently in not relying on the more favorable of the two BLM-identified timelines.

VII. LONGFELLOW'S COMMITMENT TO THE NINE-WELL DEVELOPMENT AND INFRASTRUCTURE PROGRESS

22. Longfellow remains committed to drilling all nine wells designated in Order No. R-24036. Longfellow continues to plan and to schedule the remaining eight wells in addition to the Petty 31CD 006H Well, and Longfellow has not abandoned, withdrawn, or reduced the scope of the nine-well development plan approved by the Division.

23. Longfellow is actively progressing surface and midstream infrastructure in parallel with its drilling schedule, and that infrastructure informs the sequencing and timing of the remaining development. The existence of ongoing infrastructure work does not reflect abandonment, withdrawal, or reduction of the approved nine-well development.

24. Spur Exhibit A-1 consists of an e-mail thread between Emma Whelton of Spur and Stuart Gaston of Longfellow, with me copied. In an April 2, 2026 e-mail, Mr. Gaston wrote, "The reason we swapped the wells was we wanted the proximity well to be drilled first into the Paddock since we are only drilling one initial well." Spur relies on that single phrase in Mr. Bell's self-affirmed statement (Spur Exhibit A, ¶ 9) and at multiple points in its Motion for Reconsideration (e.g. ¶¶ 6, 8) to argue that Longfellow has abandoned or unilaterally amended the development plan approved by the Division in Order No. R-24036.

25. Mr. Gaston's e-mail does not support that argument. The phrase "only drilling one initial well" was used in an informal e-mail exchange concerning the sequence in which wells would be drilled, specifically, the swap between the 5H and the 6H wells as to which would be spud first, and was made in the context of Longfellow's then-operative working assumption that, because the BLM had not yet issued an LPM resolving the Unit's status, Longfellow was prudently planning to spud at least one well in advance of the earlier of the two BLM timelines (the July 2026 timeline).

26. Read in context, Mr. Gaston's reference to "only drilling one initial well" meant that Longfellow was committing to spud one well first, in advance of the July timeline, before

commencing the remaining wells. It did not mean, and was not intended to communicate, that Longfellow had decided to drill only one of the nine wells approved in the Order, that Longfellow had abandoned the remaining eight wells, or that Longfellow had unilaterally amended the development plan approved by the Division.

VIII. REASONABLENESS OF LONGFELLOW'S CONDUCT AND EFFECT ON THE REQUESTED STAY

27. At every stage of the matters described above, Longfellow acted reasonably based on the information available to it at the time. As the BLM's own communications reflect, the BLM's assessment of the Unit's status has continued to evolve as additional information has come to its attention, and several key questions, including the Unit's effective date of last production, the identity of the Unit Operator across BLM systems, and the corresponding lease expiration date, remain open pending issuance of a Last Production Memo by the BLM Carlsbad Field Office. The ONRR has likewise advised that the identity of the party that reported the May 2025 production cannot be disclosed absent a Freedom of Information Act request. In the face of those open questions, Longfellow has not relied on the more favorable of the two timelines the BLM has identified and has instead managed its operations under the conservative working assumption that the leases could be subject to expiration on the earlier of those timelines.

28. Even if the Division were to credit Spur's position that the BLM has, in fact, determined that the leases committed to the Unit will not expire until May 31, 2027, that conclusion would not establish irreparable harm to Spur and would not authorize the emergency stay Spur seeks.

29. Nothing in the BLM communications described above, and nothing in my April 15, 2026, e-mail to Mr. Bell, establishes the impairment of correlative rights, waste, or other irreparable, non-economic harm that an emergency stay requires.

IX. DECLARATION

30. I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct.



Re: [EXTERNAL] RE: NMNM 105313289

From Fernandez Jr, Edward <efernand@blm.gov>

Date Fri 11/21/2025 12:23 PM

To Rebecca English <rebecca.english@longfellowenergy.com>

Cc Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>; Hills, Cara L (Federal) <Cara.Hills@onrr.gov>; Sanchez, Jennifer A <j1sanchez@blm.gov>; Barton, Benjamin C <bcbarton@blm.gov>

2 attachments (1,022 KB)

Lea_and_Eddy_Sundry_20220701115759.pdf; AFMSS well list N Sq Lake Unit download (1).xlsx;

RE: North Square Lake Unit NMNM101360X

As stated in our meeting on Nov.. 12, 2025.

The RMG group will not be terminating the unit anytime soon. We need a last production memo from the BLM- Carlsbad Field Office.

AFMSS has the current operator to be ACACIA OPERATING COMPANY LLC

The SRP has the operator of record for the unit agreement to be REMNANT OIL OPERATING

The last production S&P Global has reported production is in July 2024.

The last OGOR reported appeared to be July/24

Technically, if the CFO submits a LPM and they recommend termination to be effective Aug 2024 then the leases will get a 2-year extension from Aug 2024, which will be to Aug 2026 unless there are other producing wells form other formations other than the unitized formation.

During the meeting of Nov. 12, 2025, we stated that you need to get with CFO and possibly Jennifer Sanchez, - j1sanchez@blm.gov to determine what the current state of the Unit since we approved Acacia to take over as operator of each of the unit wells. See Attached Sundry. Are there any legal issues with Acacia. It appears that they file Chapter 7 Bankruptcy.

Acacia Operating Company, LLC

Texas Western Bankruptcy Court		Case Filed:	Dec 27, 2024
Chapter 7		Creditor Meeting:	Feb 11, 2025
Judge:	Shad Robinson		
Case #:	7:24-bk-70194		

Docket Parties (1) Debtor

Docket last updated: 02/27/2025 7:15 AM CST

Friday, December 27, 2024

- 1** [View](#) [ICC Fee Paid](#) [Fri 12/27 3:49 PM](#)
ICC-Fee Terminated for Voluntary Petition Chapter 7[[LINK 24-70194] [misc,volp7] (338.00), Amount \$ 338.00, Receipt A25005745 [Related](#) [+]
(U.S. Treasury)
- 1** [View](#) [ICC Fee Paid](#) [Fri 12/27 3:38 PM](#)
Voluntary Petition under Chapter 7 (Non-Individual) Without Schedules, Without Statements, (Filing Fee: \$ 338) Filed By Acacia Operating Company, LLC. -Declaration for Electronic Filing due by [01/3/2025](#) (Title, Brandon)
- 2** [View](#) [Master Service List](#) [Fri 12/27 3:43 PM](#)
Master Service List filed by Brandon John Title for Debtor Acacia Operating Company, LLC. (Title, Brandon)
- 3** [View](#) [CMT Meeting 7 \(Business Not Attnd\)](#) [Fri 12/27 11:46 PM](#)
Meeting of Creditors & Notice of Appointment of Interim Trustee Satija, Ron added to the case, with 341(a) meeting to be held on [2/11/2025](#) at 12:00 PM at Zoom - Satija: Meeting ID 357 925 6317, Passcode 9045263217, OR call 737-279-4747. (Scheduled Automatic Assignment, shared account)

If we need to set up another meeting it will have to be sometime in December.

Both Kyle and I will be out all next week.

Edward G. Fernandez Jr
Petroleum Engineer
Bureau of Land Management
Reservoir Management

New Mexico State Office
301 Dinosaur Trail
Santa Fe, NM 87508
efernand@blm.gov
505-954-2238

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Friday, November 21, 2025 11:12 AM
To: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Subject: RE: [EXTERNAL] RE: NMNM 105313289

Awesome, thank you Cara. This is very helpful. Question for you – the rentals are due yearly, correct? Would it be prudent for us to make payment on 2025 and 2026, given that we hope to develop the acreage in 2026? We are happy to do so if that is helpful. Given that we are not the lessee of record or operating rights owner, I am assuming we would not receive any sort of notification for when rentals are due, so I'd like to stay on top of it.

Ed/Jordan, et al – if there has been production on the unit, it would seem that the perhaps the unit is not invalidated just yet. Can y'all help me sort through that? Ultimately, we are hoping to get wells in the ground in Q3 of 2026. My initial concern as 1. The status of the leases, but according to Cara, the leases appear to still be valid with the rentals and 2. If the unit was invalidated for lack of production, do we have to develop within 2 years of the last production of the unit, being July 2024. It appears that might not be the true date anymore.

If y'all think another call to discuss is beneficial, I am more than happy to set that up to chat. Again, I apologize for asking so many questions, we are just trying to proceed in the best manner for the BLM given that we don't have a ton of control here with the unit and the leases.

As always, thank you,



Rebecca L. English
Vice President, Land

Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Sent: Friday, November 21, 2025 11:54 AM
To: Rebecca English <rebecca.english@longfellowenergy.com>
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Subject: RE: [EXTERNAL] RE: NMNM 105313289

Hi Rebecca,

I apologize for the delay; having been shutdown for 42 days resulted in some pretty sizeable backlogs that we are still trying to work through.

- NMLC 0068064 – Rent due 12/31/2025 in the amount of \$542.00 – given that we have an interest in this lease, but are not lessee of record nor operating rights owner, could we submit this payment to hold the lease or does it have to come from one of those parties? Yes, we don't care who submits payment as long as the obligation is satisfied.
- NMLC 0060723 – SRP shows this lease closed 11/5/1993 – could you help me understand what this means? Meaning, this lease hasn't been valid since 1993? I had the wrong lease pulled on this; sorry about that. This lease is still open with rent due 12/31/2025 in the amount of \$160.00
- NMLC 0063368 – MR underpaid for 10/31/2025 by \$152.65 – was there a portion that was paid and if so, by whom? Same question as above, could we make these payment on behalf of the lessee of record and/or operating rights owner? Lastly, if so, given that the date of 10/31 has passed would it render the lease valid and in good standing if we were to make the payment? Yes, \$487.35 has been reported and paid to this lease; I cannot disclose who it was reported and paid by. Yes, you can make this payment to bring this lease current. You would just report and pay the underpaid MR via 2014 using a 10/31/2025 sales date.
- NMLC 0063105 – MR underpaid for 10/31/2025 by \$46.47 – Same question, can LFE pay this on behalf of the lessee or operator? See above
- NMLC 0056302B – MR has been met by production for 10/31/2025 due date – this is confusing to me a bit given I see no production has occurred since July 2024. Is there a list of wells that have met this production that I can review? I have royalties reported on this lease for 11/1/2024 -10/31/2025 lease year in the amount of \$1786.62; this was not reported by Longfellow; therefore, I cannot provide additional information.
- NMLC 0065885 – Rent paid in full for 12/31/2025 due date
- NMNM 054428 – MR met by production for 12/31/2025 due date – same as above – what wells qualify this production? I cannot verify the wells for you on this lease as I only work with lease numbers in Financial Services, not with the underlying wells.
- NMNN 102037 – MR due 2/28/2026 in the amount of \$240.00
- NMNM 0081277 – Next MR due 5/31/2026 in the amount of \$72.00
- NMLC 0060543 – MR met by production for 12/30/2025 due date. – same as above, what wells? See above

Please note, you should be able to check LAB to check the payment history on leases that are assigned to you so that you can see what is due and what has been paid.

Thank you,
Cara

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Friday, November 21, 2025 9:33 AM
To: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Subject: RE: [EXTERNAL] RE: NMNM 105313289

Hi Cara,

I can only imagine! I am grateful for your attentiveness on this. We are really trying to sort through these details and make sure we are handling this situation correctly. I have some questions on the individual leases below in red.

Ed/Jordan/Chris/Juliann – given the status of the leases below, does this mean the leases are still valid and in good standing in spite of the unit having no production?



Rebecca L. English

Vice President, Land

Office 972.366.0951 | Cell 405.550.0214
 8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Sent: Friday, November 21, 2025 8:39 AM
To: Rebecca English <rebecca.english@longfellowenergy.com>
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Subject: RE: [EXTERNAL] RE: NMNM 105313289

Hi Rebecca,

I apologize for the delay; having been shutdown for 42 days resulted in some pretty sizeable backlogs that we are still trying to work through.

- NMLC 0068064 – Rent due 12/31/2025 in the amount of \$542.00 – **given that we have an interest in this lease, but are not lessee of record nor operating rights owner, could we submit this payment to hold the lease or does it have to come from one of those parties?**
- NMLC 0060723 – SRP shows this lease closed 11/5/1993 – **could you help me understand what this means? Meaning, this lease hasn't been valid since 1993?**
- NMLC 0063368 – MR underpaid for 10/31/2025 by \$152.65 – **was there a portion that was paid and if so, by whom? Same question as above, could we make these payment on behalf of the lessee of record and/or operating rights owner? Lastly, if so, given that the date of 10/31 has passed would it render the lease valid and in good standing if we were to make the payment?**
- NMLC 0063105 – MR underpaid for 10/31/2025 by \$46.47 – **Same question, can LFE pay this on behalf of the lessee or operator?**
- NMLC 0056302B – MR has been met by production for 10/31/2025 due date – **this is confusing to me a bit given I see no production has occurred since July 2024. Is there a list of wells that have met this production that I can review?**
- NMLC 0065885 – Rent paid in full for 12/31/2025 due date
- NMNM 054428 – MR met by production for 12/31/2025 due date – **same as above – what wells qualify this production?**
- NMNN 102037 – MR due 2/28/2026 in the amount of \$240.00
- NMNM 0081277 – Next MR due 5/31/2026 in the amount of \$72.00
- NMLC 0060543 – MR met by production for 12/30/2025 due date. – **same as above, what wells?**

Thank you,

Cara Hills

Supervisor, Financial Services Team 1
 Finance, Enforcement, Valuation & Reporting
[Office of Natural Resources Revenue](https://www.onrr.gov)
 1-800-433-9801 ext. 3745
 303.231.3745
cara.hills@onrr.gov

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From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Thursday, November 20, 2025 11:52 AM
To: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S

<jyawn@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Subject: [EXTERNAL] RE: NMNM 105313289

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Good afternoon all –

I am hoping you've had a chance to review the inquiry below. We are hoping to get answers in short form as timing is critical in this development. I would love to get on a call with everyone to discuss our options and the direction we should proceed.



Rebecca L. English
Vice President, Land

Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Rebecca English
Sent: Monday, November 17, 2025 1:35 PM
To: cara.hills@onrr.gov
Cc: Serrano, JulieAnn <jserrano@blm.gov>; Walls, Christopher <cwalls@blm.gov>; Fernandez Jr, Edward <efernand@blm.gov>; Yawn, Jordan S <jyawn@blm.gov>
Subject: NMNM 105313289

Good afternoon Ms. Hills,

I am hoping you can help me. I have spoken with all the parties cced on this email regarding Federal Unit NMNM 105313289. This is a unit in which the Operator of record has filed for bankruptcy and last production in the unit was reported in July of 2024. My company, Longfellow Energy, is trying to sort through these details and confirm the appropriate actions in this situation.

With that said, we are curious about the status of the leases in the unit. Specifically leases in which Longfellow has an interest. Given the lack of production from the leases, could you confirm if rentals and/or minimum royalties have been paid on the below leases? In other words, we are trying to get a definitive answer as to whether or not the leases are held.

- NMLC 0068064
- NMLC 0060723
- NMLC 0063368
- NMLC 0063105
- NMLC 0056302B
- NMLC 0065885
- NMNM 054428
- NMNN 102037
- NMNM 0081277
- NMLC 0060543



Rebecca L. English
Vice President, Land

Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225



Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

From Paradis, Kyle O <kparadis@blm.gov>

Date Tue 2/17/2026 5:39 AM

To Rebecca English <rebecca.english@longfellowenergy.com>; Walls, Christopher <cwalls@blm.gov>

Cc Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>

Hello Rebecca,

Thank you for the follow up, we were waiting to hear one more opinion but I think that engineer is out on leave so we can move forward.

We actually noticed that there was production reported for 75 bbls May 31 of 2025. So We are actually thinking that your extension could be until 6/1/2027. A last production memo hasn't been issued yet by the field office but based on the date of last production I think you actually have more time then you think.

We are happy to discuss if you would like.

Thank you

Kyle Paradis
Chief RMG, Operations, I&E
Bureau of Land Management
(406) 223-4820

From: Rebecca English <rebecca.english@longfellowenergy.com>

Sent: Monday, February 16, 2026 1:44 PM

To: Paradis, Kyle O <kparadis@blm.gov>; Walls, Christopher <cwalls@blm.gov>

Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>

Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Hey Kyle, just checking in on this. We are hoping to have a definitive date soon so we can get our official schedule ironed out. Thank you!



Rebecca L. English

Vice President, Land

Office 972.366.0951 | Cell 405.550.0214

8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Paradis, Kyle O <kparadis@blm.gov>

Sent: Thursday, February 12, 2026 8:41 AM

To: Rebecca English <rebecca.english@longfellowenergy.com>; Walls, Christopher <cwalls@blm.gov>

Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>
Subject: Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Hello Rebecca,

Ben Barton is going to look at this and get back to you with an answer shortly.

Thank you

Kyle Paradis
Chief RMG, Operations, I&E
Bureau of Land Management
(406) 223-4820

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Tuesday, February 10, 2026 2:29 PM
To: Paradis, Kyle O <kparadis@blm.gov>; Walls, Christopher <cwalls@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>
Subject: [EXTERNAL] North Square Lake Unit - NMNM 105313289

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hey Kyle and Chris,

Hope you guys are surviving the winter. Texas had its usual 3-day ice storm that the rest of the country would probably find comical. Regardless, I anticipate that is it for us. We are already at 80 degrees.

As you guys know, we are working plans to develop our leases in T16S, R31E Eddy Co. If you recall, these are the leases we discussed that are currently being held by the North Square Lake Unit – NMNM 105313289 operated by Acacia/Remnant who filed Chapter 7. The last we spoke, it was concluded that because last production on the unit was in July 2024, the leases would technically expire in July 2026. That is the deadline we are working with internally. Please correct me if that is not right.

Since July is rapidly approaching and everyday counts, we are hoping to get a more definitive date in July in which the leases would expire due to the lack of production. In other words—what was the date of last production from the unit? We can just see it was the month of July 2024. Could you help us get a better idea of timing.

Thank you,



Rebecca L. English

Vice President, Land

Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Walls, Christopher <cwalls@blm.gov>
Sent: Monday, March 2, 2026 2:48 PM
To: Rebecca English <rebecca.english@longfellowenergy.com>; Paradis, Kyle O <kparadis@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>
Subject: Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Rebecca,

Yes, we are in agreement, based on the last production date of the unit reported on 5/31/2025. The earliest the lease could expire is 6/1/2027. Let us know if you have any more questions.

Best regards,

Christopher Walls
Supervisory Petroleum Engineer
Bureau of Land Management
520 E. Greene Street
Carlsbad, NM 88220
Cell: 575-361-7452
Office: 575-234-2234
cwalls@blm.gov



Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

From Foster, Maria M (Federal) <maria.foster@onrr.gov>

Date Tue 3/10/2026 9:03 AM

To Rebecca English <rebecca.english@longfellowenergy.com>; Davis, Martha P (Federal) <martha.davis@onrr.gov>

Cc Anspach, Michael A (Federal) <Michael.Anspach@onrr.gov>; Kitchen, Kyle N (Federal) <kyle.kitchen@onrr.gov>

Thank you for your request. I'm not able to provide data or reports submitted by another operator, as this information is protected under the Privacy Act. If you need access to historical or prior-operator information, you may submit a FOIA request for review and processing.

Additionally, some production information may be available to the public through the appropriate State website, which may help depending on the data you need.

From: Rebecca English <rebecca.english@longfellowenergy.com>

Sent: Tuesday, March 10, 2026 9:02 AM

To: Davis, Martha P (Federal) <martha.davis@onrr.gov>; Foster, Maria M (Federal) <maria.foster@onrr.gov>

Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Wonderful, thank you Martha. Maria, I look forward to your help. I am happy to jump on a call or do anything to help get this answered. I know y'all are busy, so it is much appreciated.



Rebecca L. English

Vice President, Land

Office 972.366.0951 | Cell 405.550.0214

8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Davis, Martha P (Federal) <martha.davis@onrr.gov>

Sent: Tuesday, March 10, 2026 8:59 AM

To: Rebecca English <rebecca.english@longfellowenergy.com>; Foster, Maria M (Federal) <maria.foster@onrr.gov>

Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Hi Rebecca,

I am the assigned Royalty (2014) analyst for the "A" companies. Maria Foster is the assigned analyst for the Production reporting (OGOR).

[@Foster, Maria M \(Federal\)](#) Maria,

Could you please assist the reporter with their request below?

Respectfully,

Martha Davis

Minerals Revenue Specialist- Federal Royalty

DIV FC Team 2B

Data Intake, Solutioning and Coordination

Office of Natural Resources Revenue

Office Phone: (214) 640-9047

Office Hours: M-Th, Off on Fridays



This communication is based solely on the information provided and should be considered only for the particular issue or question presented. It is guidance and not binding on ONRR. It does not provide legal advice and should not be construed as stating ONRR's legal interpretation or position. It is not an appealable decision or order under 30 CFR Part 1290, Subpart B. Any reliance on this communication does not limit ONRR in its compliance activities or in the appealable decisions and orders it may issue.

From: Rebecca English <rebecca.english@longfellowenergy.com>

Sent: Wednesday, March 4, 2026 12:58 PM

To: Kitchen, Kyle N (Federal) <kyle.kitchen@onrr.gov>; Davis, Martha P (Federal) <martha.davis@onrr.gov>

Subject: FW: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Mr. Kitchen and Ms. Davis,

I am looking to understand a situation that is very unique. You can see from the below chain that I have been corresponding with the BLM for some time regarding this issue. I can go into details of the issue if you'd like but the main question is simply the below:

The BLM has notified us that 75 bbls of oil were produced from the above referenced unit in May of 2025. This comes from the "Mart" ONRR website, which states that Acacia Operating reported the production. Who is the contact at Acacia that reported this production? Was it reported through the typical ONRR-4054 form?

Longfellow Energy is about to drill on these leases, but want to make sure that the production was properly reported so that we feel sound to drill on them. In other words, we don't want to drill then find out the leases actually had no production and would be expired.

Is this something you could help me look into? I am happy to jump on a call to explain further if that is helpful.



Rebecca L. English
Vice President, Land
Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Sent: Wednesday, March 4, 2026 12:48 PM
To: Rebecca English <rebecca.english@longfellowenergy.com>
Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Hi Rebecca,

We don't look at OGORs in Financial Services, so I do not have this information for you, but I am including the link to the production contacts for you. They should be able to help you with the information you are looking for!

[Oil & Gas Production | Office of Natural Resources Revenue](#)

Thank you!

Cara

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Wednesday, March 4, 2026 11:29 AM
To: Hills, Cara L (Federal) <Cara.Hills@onrr.gov>
Subject: FW: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Good morning Cara,

The saga of the North Square Lake Unit continues on. Would you be able to see the name and phone number of the reporting official for the May 2025 production on the unit below? I am happy to jump on a call with you to explain why this is needed if that is helpful. Greatly appreciated.



Rebecca L. English
Vice President, Land
Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Barton, Benjamin C <bcbarton@blm.gov>
Sent: Wednesday, March 4, 2026 12:18 PM
To: Rebecca English <rebecca.english@longfellowenergy.com>; Walls, Christopher <cwalls@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>
Subject: Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Good morning, Rebecca.

Kyle and Chris may have some additional color, so they can provide that if they would like. I can say that operators file Oil and Gas Operations Reports (OGORs) with the ONRR, and the form those reports are made on does have the designation ONRR-4054. With the old AFMSS system, I was able to pull up actual OGORs so I could see the name and phone number of the reporting official. I do not know how to pull up that information now. I believe the best course of action to determine who, specifically, reported the production is to reach out to the ONRR and find out whose information is on the reports. The information we passed on to you about the production in May 2025 is based on information from the ONRR's "Mart" website. A snip from that site follows (the 75 is volume of produced oil in bbls).

07/31/2024	10651	ACACIA OPERATING	NMNM101360X	NORTH SQUARE LAKE UNIT	NM	30015	Eddy	30
05/31/2025	10651	ACACIA OPERATING	NMNM101360X	NORTH SQUARE LAKE UNIT	NM	30015	Eddy	30

Please let me know if you have any questions or if I can be of assistance in any way.

V/r,
Ben Barton
Petroleum Engineer
NMSO Reservoir Management
405.465.7237 (c)

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Wednesday, March 4, 2026 10:50 AM
To: Walls, Christopher <cwalls@blm.gov>; Paradis, Kyle O <kparadis@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>
Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Good morning Chris,

Although excited that production occurred in June 2025, we are trying to figure out how the public records at the OCD will report that production. The operator of the unit filed for bankruptcy in 2024 (prior to the production). We reviewed the bankruptcy case and did not find anything that showed the TTEE had obtained authority to operate the assets. Similarly, the TTEE has not filed anything in the bankruptcy case indicating that he operated any leases, sold any oil or gas, or paid any royalties. So, we are trying to understand who produced the lease and whether there's a gap in the reporting that needs to be addressed.

Correct me if I'm wrong (I am just learning this), but the operator files the ONRR-4054 form to report production, correct? Then subsequently the operator files a C-115 to report production to the OCD. In the case of the June 2025 production, were those forms filed?



Rebecca L. English
Vice President, Land
Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Walls, Christopher <cwalls@blm.gov>
Sent: Monday, March 2, 2026 2:48 PM
To: Rebecca English <rebecca.english@longfellowenergy.com>; Paradis, Kyle O <kparadis@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>
Subject: Re: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Rebecca,

Yes, we are in agreement, based on the last production date of the unit reported on 5/31/2025. The earliest the lease could expire is 6/1/2027. Let us know if you have any more questions.

Best regards,

Christopher Walls
Supervisory Petroleum Engineer
Bureau of Land Management
520 E. Greene Street
Carlsbad, NM 88220
Cell: 575-361-7452
Office: 575-234-2234
cwalls@blm.gov

From: Rebecca English <rebecca.english@longfellowenergy.com>
Sent: Friday, February 27, 2026 3:13 PM
To: Paradis, Kyle O <kparadis@blm.gov>; Walls, Christopher <cwalls@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>
Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Good afternoon,

Appreciate y'all looking into this. Any news on if the termination date has moved?

Happy to get on a call with you guys next week if that is easier.



Rebecca L. English
Vice President, Land
Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Rebecca English
Sent: Monday, February 16, 2026 2:44 PM
To: 'Paradis, Kyle O' <kparadis@blm.gov>; Walls, Christopher <cwalls@blm.gov>
Cc: Jack Mercer <jack.mercer@longfellowenergy.com>; Stuart Gaston <stuart.gaston@longfellowenergy.com>; Barton, Benjamin C <bcbarton@blm.gov>
Subject: RE: [EXTERNAL] North Square Lake Unit - NMNM 105313289

Hey Kyle, just checking in on this. We are hoping to have a definitive date soon so we can get our official schedule ironed out. Thank you!



Rebecca L. English
Vice President, Land
Office 972.366.0951 | Cell 405.550.0214
8115 Preston Road | Suite 800 | Dallas, TX 75225

From: Paradis, Kyle O <kparadis@blm.gov>
Sent: Thursday, February 12, 2026 8:41 AM
To: Rebecca English <rebecca.english@longfellowenergy.com>; Walls, Christopher <cwalls@blm.gov>

**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF LONGFELLOW
ENERGY, L.P. FOR COMPULSORY
POOLING, EDDY COUNTY, NEW
MEXICO**

CASE NO. 25572

SELF-AFFIRMED STATEMENT OF JACOB DEHAMER

I, Jacob DeHamer, being of lawful age, hereby declare under penalty of perjury under the laws of the State of New Mexico that the following statements are true and correct based on my personal knowledge, my training and experience as a petroleum geologist, and on records and data kept by Longfellow Energy, L.P. in the ordinary course of business:

I. AFFIANT, CAPACITY, AND BACKGROUND

1. I am over the age of eighteen and competent to make this statement. I am Senior Geologist for Longfellow Energy, L.P. (“Longfellow”). I hold a Bachelor of Science in Geology from Calvin College and a Master’s in Applied Geology from Louisiana State University. I have 17 years of experience as a petroleum geologist, including substantial experience evaluating, planning, and developing horizontal wells in the Yeso formation on the Northwest Shelf of the Permian Basin in Eddy and Lea Counties, New Mexico. I have previously testified before the New Mexico Oil Conservation Division in matters involving geology, well planning, spacing, and development of the Yeso formation and other Permian Basin reservoirs.

2. In my current role, I am directly responsible for the geologic evaluation and well-planning decisions associated with the nine wells approved as initial wells under Order No. R-24036, including the Petty 31CD Federal Com 006H Well (the “006H Well”). I am familiar with the geologic record, the petrophysical and stratigraphic character of the Yeso formation in this part of the Northwest Shelf, the wellbore plans for the Petty 31CD Federal Com 001H–009H wells, and the operational analogs from Longfellow’s development activity in adjacent and analogous areas, including Longfellow’s Santana Pad development in the Loco Hills area.

3. I have reviewed the Self-Affirmed Statement of Matthew Van Wie filed as Exhibit B to Spur Energy Partners LLC's ("Spur") Motion for Reconsideration in this proceeding (the "Van Wie Statement"), the Motion for Reconsideration itself, Order No. R-24036, and the underlying compulsory pooling record. I provide this statement in response to the technical opinions advanced in the Van Wie Statement and the geologic and engineering assertions in Spur's Motion for Reconsideration.

II. SUMMARY OF OPINIONS

4. Based on my training, experience, and the data described below, it is my opinion that:

(a) The change in landing target for the 006H Well from the Upper Blinebry bench to the Lower Paddock bench is a modest, intra-formational adjustment within the Yeso formation. It does not change the number of wells in the development, the number of wells in each landing zone, or the surface or bottomhole footages within the Unit;

(b) The resulting same-bench spacing of approximately 750 feet between the 006H Well and the 008H Well in the Lower Paddock is within the range of accepted, productive same-bench spacing currently used in Yeso development on the Northwest Shelf, including by Longfellow at its Santana Pad in Loco Hills;

(c) The Van Wie Statement's "parent-child" concern is, in this setting, theoretical rather than concrete: it depends on a sequencing assumption (that the 006H Well will produce for an extended period before any offset is drilled) that does not match Longfellow's actual development plan, and it overstates the magnitude of pressure-depletion effects expected at the spacing at issue in a carbonate Yeso reservoir;

(d) Drilling the 006H Well as currently planned does not, in reasonable probability, alter the ultimate drainage of the Unit. Ultimate drainage of the Unit will be governed by the full nine-well development, the geometry of which remains controlled by the OCD-approved 320-acre horizontal spacing unit (the "HSU") and by the bottomhole and surface footages established under Order No. R-24036, which have not changed.

(e) Longfellow's geoscience team has invited Spur's geology team to discuss spacing and target selection directly, and those invitations have gone unanswered. The disagreement reflected in the Van Wie Statement could have been narrowed, if not resolved, through that ordinary geoscience-to-geoscience exchange.

III. THE LOWER PADDOCK AND UPPER BLINEBRY ARE INTRAFORMATIONAL BENCHES OF THE YESO; THE 006H CHANGE IS NOT A FORMATION CHANGE

5. The Van Wie Statement (§§ 6–7) characterizes the change in the 006H Well's landing zone from the Upper Blinebry to the Lower Paddock as a substantive change because, in his view, "the Blinebry and lower Paddock are recognized as separate named members or benches within the Yeso, each with its own stratigraphic identity, lithologic character, and productive limits," with "materially different porosity profiles, permeability distributions, and fluid properties." I do not dispute that the Paddock and Blinebry are recognized as separate named benches within the Yeso formation. I disagree, however, with the suggestion that the bench-to-bench change made for the 006H Well constitutes a material formation-level change to the development plan.

6. Both the Lower Paddock and the Upper Blinebry are intervals within the Yeso formation, and both are part of the same overall reservoir system that Order No. R-24036 dedicated to the nine-well development. The compulsory pooling record and approved development plan reflect this: the Order pools and develops the Yeso formation across the same 320-acre HSU using a wine-racked configuration of wells targeting different benches within the same Yeso section. The development plan approved by the Division accordingly contemplates Paddock wells, Upper Blinebry wells, and Lower Blinebry wells together within a single Yeso development.

7. The change to the 006H Well does not move the well outside of the Yeso formation. The 006H Well's revised true vertical depth of approximately 4,969 feet remains within the Yeso section identified for development in the original well proposal and in the compulsory pooling record. The wellbore continues to be a horizontal Yeso well, drilled within the same 320-acre HSU, with the same approximate surface hole location (1,085' FWL & 676' FSL of Section 32-16S-31E) and the same approximate bottomhole location (20' FWL & 1,250' FSL of Section 31-16S-31E) approved under Order No. R-24036.

8. What changed for the 006H Well is the landing bench within the Yeso — from the Upper Blinebry to the Lower Paddock. That change is an intra-formational adjustment of the type that is routine in multi-bench Yeso development and that, in my professional experience, operators commonly make to optimize lateral placement during the well-planning process as additional log, core, and offset-production data become available. It is not a change of formation.

9. The Van Wie Statement’s suggestion (§ 7) that recognizing the Paddock and Blinebry as separate benches means that intra-formation landing decisions are necessarily “substantive” for purposes of the Order conflates two different concepts. Geoscientists distinguish between benches within the Yeso for purposes of well design, completion targeting, and reserve evaluation. That distinction does not transform every intra-Yeso landing-zone adjustment into a deviation from a Division-approved development plan.

IV. THE RESULTING SAME-BENCH SPACING IS WITHIN ACCEPTED YESO PRACTICE; SPACING AND SEQUENCING ARE DIFFERENT QUESTIONS

10. After the bench swap between the 5H and 6H Wells, the Lower Paddock now hosts the 002H, 006H, and 008H Wells. Based on the footages of record under Order No. R-24036, the spacing between the 006H Well and the 008H Well in the Lower Paddock is approximately 750 feet. That spacing is consistent with accepted Yeso development spacing on the Northwest Shelf.

11. Trend-wide, Paddock-to-Paddock same-bench spacing in this part of the Northwest Shelf currently ranges, in my experience and based on publicly available development data, from approximately 750 feet to approximately 900 feet. The 750-foot spacing between the 006H and 008H Wells falls within that observed range. It is not an outlier and it is not tight by reference to current Yeso development practice.

12. Longfellow itself has successfully developed Yeso wells at 750-foot same-bench spacing at its Santana Pad in the Loco Hills area, which is geologically analogous to the North Square Lake Unit acreage and produces from the same Yeso section. The performance of those Santana Pad wells supports the conclusion that 750-foot same-bench spacing in the Yeso, including in the Paddock, can be developed without the kind of correlative-rights or drainage harm the Van Wie Statement posits.

13. The Van Wie Statement's spacing concern (§§ 9–10) is, in substance, an argument that 750 feet is too tight to develop the Paddock without unacceptable interference. That argument is not consistent with current trend-wide practice or with Longfellow's own analog data. The Van Wie Statement does not identify any specific spacing standard, analog, or analytical model on which it bases its contrary view; nor does it identify a same-bench spacing it would consider appropriate.

14. The Van Wie Statement also conflates two separate concepts: spacing and sequencing. Spacing refers to the lateral and bench-to-bench distances between wellbores. Sequencing refers to the order in which wells are drilled. Order No. R-24036 addresses spacing (through the surface and bottomhole footages of record for each of the nine wells) but does not prescribe a drilling sequence. The Division's July 12, 2024, Notice (cited by Spur in its Motion at ¶ 7) confirms that the Order requires the nine initial wells to be spudded within one year but does not prescribe the order in which those wells are drilled.

15. It is routine and prudent operating practice on the Northwest Shelf to drill a test well first — particularly in step-out or partially de-risked acreage — and to follow with full-scale development as the test well's log and completion data inform optimization of the remaining wells. No Division order of which I am aware requires an operator to drill every well in a multi-well development simultaneously, and treating Longfellow's decision to drill the 006H Well first — followed by the remaining eight Unit wells — as a substantive change to the development plan would be inconsistent with normal Northwest Shelf development practice.

**V. THE “PARENT-CHILD INTERFERENCE” CONCERN IS THEORETICAL,
NOT CONCRETE, ON THE FACTS PRESENTED**

16. The Van Wie Statement (§ 10) describes a “classic parent-child interference problem” arising from the 006H Well being completed and placed on production “independently— ahead of the remaining Unit wells,” such that subsequent offset wells (including the 008H Well) would encounter a pressure-depleted parent zone. That concern, as a general matter, describes a real phenomenon that operators in unconventional plays manage routinely. As applied to the 006H Well and the Lower Paddock at this Unit, however, the concern is overstated for the reasons set out below.

17. First, the parent-child concern depends on a sequencing assumption that does not match Longfellow's actual development plan. Longfellow remains committed to drilling all nine Unit wells designated as initial wells under Order No. R-24036, with the remaining eight wells to follow the 006H Well within the development timeline established by the Order or by any amendment thereto. The magnitude of parent-child pressure interference is a strong function of the time interval between drilling the parent and drilling the child, and of the cumulative production of the parent during that interval. Longfellow's development plan contemplates that interval being measured in months — not in the multi-year intervals that produce the most severe parent-child interference outcomes documented in unconventional plays.

18. Second, the Yeso, including the Lower Paddock, is a carbonate reservoir with materially different pressure-transient and depletion characteristics than the over-pressured, ultra-low-permeability shale reservoirs in which the most severe parent-child interference effects have been documented. The Van Wie Statement's description of pressure depletion in "an unconventional carbonate reservoir of this type" as a non-reversible condition that propagates broadly across the drainage area is not, in my professional opinion, a quantitatively accurate description of expected behavior at 750-foot same-bench spacing in the Lower Paddock at this Unit.

19. Third, the Van Wie Statement does not identify any specific analog well, pressure-test result, frac-hit observation, decline-curve analysis, reservoir-simulation model, or other quantitative basis for its conclusion that meaningful pressure depletion across the 750-foot same-bench interval will materialize prior to the offset wells being drilled. The conclusion is stated, but not supported.

20. Fourth, on the affirmative side, Longfellow's development of the Santana Pad in Loco Hills at 750-foot same-bench Yeso spacing, including in the Paddock, has not produced the kind of parent-child impairment that the Van Wie Statement posits as the likely outcome at North Square Lake. The Santana Pad represents the best directly available analog for assessing the spacing question at issue here.

VI. THE 006H WELL DOES NOT, IN REASONABLE PROBABILITY, MATERIALLY ALTER ULTIMATE UNIT DRAINAGE

21. The Van Wie Statement (§ 9) takes issue with Longfellow's characterization that the lateral placement change for the 006H Well "would not, in reasonable probability, alter the ultimate drainage of the Unit." Based on my review of the development plan, the underlying geologic data, and the analog-well performance described above, I agree with Longfellow's characterization.

22. Ultimate drainage of the Unit is determined by the cumulative geometry of the nine-well development — the placement and completion of each of the nine wells across the three benches (Paddock, Upper Blinebry, Lower Blinebry) within the 320-acre HSU. The bench-to-bench architecture of the nine-well development has not changed: it remains a nine-well, three-bench wine-rack across the same HSU, with the same number of wells in each landing zone.

23. Specifically, the change to the 006H Well has not changed: (a) the surface hole locations or the bottomhole locations of the nine wells; (b) the boundaries or geometry of the 320-acre HSU; (c) the formation being developed (Yeso); (d) the total number of wells in the development (nine); or (e) the total number of wells assigned to any bench (the Lower Paddock continues to have three wells — the 002H, 006H, and 008H — with the 005H Well, previously a Paddock, becoming a Lower Blinebry, and the 006H Well, previously an Upper Blinebry, becoming a Lower Paddock, in a one-for-one swap)

24. Because (a) the formation, HSU, well count, per-bench well count, and footages remain controlled by Order No. R-24036; (b) the resulting same-bench spacing in the Lower Paddock falls within accepted Yeso development practice and is supported by Longfellow's own analog data; and (c) the development plan continues to be a full nine-well development across the three Yeso benches, the 006H Well as currently planned does not, in reasonable probability, materially alter ultimate Unit drainage.

VII. LONGFELLOW HAS OFFERED TO DISCUSS SPACING AND TARGETING WITH SPUR'S GEOSCIENCE TEAM

25. Following Spur's objection to the 006H Well's landing zone, Longfellow's geoscience team has offered to discuss spacing, target selection, and the bench-by-bench

development of the Unit directly with Spur's geoscience team. Those offers, to my knowledge, have not been accepted or substantively responded to. The geoscience-to-geoscience exchange that ordinarily narrows or resolves disagreements of the kind raised in the Van Wie Statement has not occurred in this matter, despite Longfellow's willingness to engage.

VIII. CONCLUSION

26. Based on the foregoing, it is my professional opinion that the change in the 006H Well's landing zone from the Upper Blinebry to the Lower Paddock is an intra-formational landing-zone adjustment that does not move the well outside of the Yeso formation, does not change the well count or per-bench well count of the development, does not change any surface or bottomhole footage approved under Order No. R-24036, and does not, in reasonable probability, materially alter ultimate drainage of the Unit. The resulting same-bench spacing in the Lower Paddock is within accepted Yeso development practice on the Northwest Shelf and is supported by Longfellow's own analog data from the Santana Pad. The Van Wie Statement's parent-child concern, as applied to the facts of this development, is theoretical rather than concrete and is not supported by the kind of specific analog, pressure, or analytical data on which such a conclusion would ordinarily rest.

27. I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing is true and correct. I understand that this self-affirmed statement will be used as written testimony in this case.

[Remainder of page left intentionally blank]

FURTHER AFFIANT SAYETH NOT.

Dated this 28th day of May, 2026.

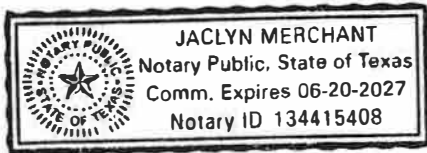
Jacob DeHamer
Longfellow Energy, L.P.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was subscribed and sworn to before me this 28th day of May, 2026, by Jacob DeHamer, Senior Geologist for Longfellow Energy, L.P.

Witness my hand and official seal.

My commission expires: 6/20/2027



**STATE OF NEW MEXICO
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION OF LONGFELLOW
ENERGY, L.P. FOR COMPULSORY
POOLING, EDDY COUNTY, NEW
MEXICO**

CASE NO. 25572

SELF-AFFIRMED STATEMENT OF DAVID MITCHELL

I, David Mitchell, being of lawful age, hereby declare under penalty of perjury under the laws of the State of New Mexico that the following is true and correct based on my personal knowledge, my training and experience as a petroleum engineer, and on records and data kept by Longfellow Energy, L.P. in the ordinary course of business:

I. AFFIANT, CAPACITY, AND BACKGROUND

1. I am over the age of eighteen and competent to make this statement. I am Chief Operating Officer for Longfellow Energy, L.P. (“Longfellow”). I hold a Bachelor of Applied Science in Engineering from The University of British Columbia. I have 19 years of experience in petroleum engineering, including substantial experience evaluating, planning, and developing horizontal wells in the Yeso formation on the Northwest Shelf of the Permian Basin in Eddy and Lea Counties, New Mexico.

2. I have previously testified before the New Mexico Oil Conservation Division (“Division”) as an expert witness in Petroleum Engineering matters. My credentials as a petroleum engineer have been accepted by the Division and made a matter of record.

3. In my current role, I am directly responsible for all aspects of geologic evaluation, development planning, well and infrastructure design and project operations and execution associated with the nine wells approved as initial wells under Order No. R-24036, including the Petty Federal Com 31CD 006H Well (the “006H Well”). I am familiar Longfellow’s development plans for the Petty unit, the execution programs and timeframes, and the on-going development and infrastructure plans for full development of the unit and area.

4. I have reviewed the Self-Affirmed Statement of Matthew Van Wie filed as Exhibit B to Spur Energy Partners LLC's ("Spur") Motion for Reconsideration in this proceeding (the "Van Wie Statement"), the Motion for Reconsideration itself, Order No. R-24036, and the underlying compulsory pooling record.

5. I have reviewed the Self-Affirmed Statement of Nash Bell filed as Exhibit A to Spur Energy Partners LLC's ("Spur") Motion for Reconsideration in this proceeding.

6. My responses in this self-affirmed statement are directed towards the operations and commercial impacts.

II. OPERATIONAL CONSIDERATIONS

7. Longfellow's intent is to drill the initial well, the Petty 31CD Federal Com 006H, to protect its own and other operators, leasehold interest in the unit. Once production has been established, Longfellow intends to proceed with the drilling and completion of the remaining wells within the unit, subject to factors such as the availability of necessary infrastructure, in compliance with the pooling order.

8. Longfellow successfully completed the drilling of the Petty Federal Com 31CD 006H on 5/24/2026.

9. Pre-frac operations are underway on Petty 006H. Longfellow has operations ongoing to prepare the well and site for frac and connect surface water storage infrastructure to the area for frac water supply during the job. The pre-frac expenditures currently underway are estimated at \$120,000 USD. A suspension of completion operations would result in additional delay, standby, remobilization, or cancellation costs.

10. Longfellow has multiple service contracts for the execution of operations on the Petty 006H well to complete the initial well and satisfy the current leasehold production requirement timeframe. Longfellow has contracted a stimulation service company, wireline service company, water transfer service company, and frac stack service company, and HP frac line service company for the upcoming job.

11. All services are currently readying for operations and any order to suspend operations would result in material expenses to Longfellow should those services be delayed or cancelled. Frac operations are set to start imminently, and any delays caused by way of an order to suspend operation would result in significant monetary and reputational damages to Longfellow should operations be delayed or cancelled. Those damages are difficult to quantify but would be in excess of \$300,000 USD.

12. Longfellow has procured significant water volumes to be used for the planned frac on the Petty 6H. The cost of the water, the transfer of water to the area, and storage in anticipation of the imminent frac date is approximately \$480,000 USD expenditures to date. Any delay in operations would result in incremental costs to Longfellow for storage and extension of water transfer equipment rental approximating \$5,000/d. The cancellation of the frac would result in a total loss of the current out of pocket expenses of \$480,000, and Longfellow would be required to dispose of the produced water or pay extended storage fees which have not been quantified, but are estimated to be of similar magnitude to divert water to disposal or commercial offload.

13. Longfellow has designed, permitted and is commencing construction of a gas gathering system to accommodate the estimated production of the Petty Unit, as well as additional developments in the immediate area. This infrastructure will prevent flaring and maximize gas capture from the area to ensure OCD gas capture compliance.

14. Longfellow has designed, permitted and is commencing construction of a produced water gathering system to accommodate the estimated production of the Petty Unit, as well as additional developments in the immediate area. This system will enhance environmental production of the area through reduced risk of spills, and reduce the requirement of trucking to manage production volumes.

15. Longfellow has contracted an engineering company to permit and is working with vendors to construct a 1.9MMBbl produced water storage impoundment and produced water recycling facility, similar to Longfellow's Loco Hills Produced Water system, to facilitate the development of Longfellow's Cedar Lake area, to which the Petty Unit is the initial development unit. The large-scale water storage infrastructure is critical to the development of the area due to the large frac stimulations Longfellow has successfully deployed in the Yeso formation in other

areas of the Northwest Shelf. This infrastructure is intended to be completed prior to the completion of the remaining wells in the Petty Unit.

16. While these numbers are difficult to fully quantify at this time, the cumulative cost and potential incremental cost associated with a major delay or cancellation of the Petty 006H completion operation is estimated at \$1,380,000 USD to Longfellow Energy and would constitute material economic harm to the company.

[Remainder of page left intentionally blank]

FURTHER AFFIANT SAYETH NOT.

Dated this 28 day of May, 2026.



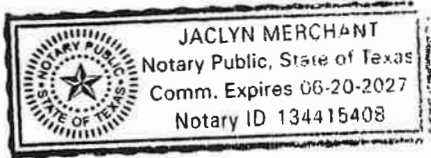
David Mitchell
Longfellow Energy, L.P.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was subscribed and sworn to before me this 28th day of May, 2026, by David Mitchell, Chief Operating Officer for Longfellow Energy, L.P.

Witness my hand and official seal.

My commission expires: 6/20/2027



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

APPLICATION OF LONGFELLOW
ENERGY, LP FOR COMPULSORY
POOLING, EDDY COUNTY, NEW MEXICO

CASE NO. 25572
ORDER NO. R-24036

ORDER DENYING SPUR ENERGY PARTNERS LLC'S EMERGENCY MOTION FOR STAY

This matter came before the Hearing Examiner of the Oil Conservation Division ("Division") upon the Emergency Motion for Stay ("Motion") filed by Spur Energy Partners LLC ("Spur") on May 12, 2026, seeking to stay (1) Order No. R-24036 and (2) the Division-approved Application for Permit to Drill ("APD") for the Petty 31CD 006H well (API No. 30-015-58054).

The Division, having reviewed Spur's Motion, Longfellow Energy LP's ("Longfellow") Response filed May 15, 2026, and being otherwise fully informed in the premises, makes the following findings and conclusions:

FINDINGS OF FACT

1. Order No. R-24036 was issued on December 1, 2025, after notice and hearing, creating a horizontal spacing unit in the Yeso formation and dedicating nine proposed wells.
2. Longfellow Energy LP is the designated operator of the unit.
3. Spur owns a 37.511173% working interest in the unit.
4. Paragraph 20 of the Order requires all wells to be spudded within one year; it does not prescribe drilling sequence.
5. Longfellow commenced drilling the Petty 31CD 006H well within the required one-year period.
6. The 006H well remains in the Yeso formation with no change to the well count.
7. Spur has not demonstrated irreparable non-economic harm.
8. Order ¶ 26 supplies a mechanism to resolve well-cost disputes after completion.
9. Halting drilling would impose substantial operational and leasehold risks, including a looming BLM lease expiration.

10. Spur identifies no procedural rule authorizing an emergency stay of both a pooling order and APD.

CONCLUSIONS OF LAW

1. The Division has jurisdiction over the parties and subject matter.
2. Rule 19.15.4.23(B) NMAC allows a stay only when necessary to prevent waste or protect correlative rights.
3. Spur has not demonstrated irreparable harm or noncompliance by Longfellow.
4. Deviation determinations lie with OCD, not individual interest owners.
5. Granting a stay would risk waste, operational harm, and lease expiration.
6. Spur has not established a procedural or legal basis for the requested stay.

ORDER

1. Spur's Emergency Motion for Stay is DENIED.
2. Order No. R-24036 and the Division-approved APD for the Petty 31CD 006H well remain in full force and effect.
3. Parties may seek future relief under standard Division procedures.
4. This Order is without prejudice to future OCD action as warranted.

GREGORY CHAKALIAN
Digitally signed by
GREGORY CHAKALIAN
Date: 2026.05.19
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GREGORY CHAKALIAN
Hearing Examiner,
Oil Conservation Division