

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

**AMENDED APPLICATION OF ALPHA ENERGY
PARTNERS, LLC, FOR COMPULSORY
POOLING, EDDY COUNTY, NEW MEXICO**

CASE NO. 25166

MOTION TO DISMISS CASE NO. 25166

Chief Capital (O&G) II LLC (“Chief”), by and through undersigned counsel, moves the Oil Conservation Division (“Division”) to dismiss the *Amended Application of Alpha Energy Partners, LLC for Compulsory Pooling, Eddy County, New Mexico* (“Amended Application”) filed in Case No. 25166, because the Amended Application has material defects due to the failure to provide a well proposal letter or the proper notice to Chief, prior to filing the pooling application, and as such, Alpha Energy Partners, LLC (“Alpha”), cannot properly pool Chief’s working interests in this Unit.

Alpha is opposed to the Motion, and Chief requests that these issues be addressed prior to any hearing on the merits. In the alternative, a stay is proper pending resolution of these issues. In support, Chief states:

A. BACKGROUND & CHIEF’S INTEREST IN PROPOSED POOLING

Chief owns a working interest in the lands proposed to be pooled. Although some of Chief’s interests are contested by Alpha, some of the following interests are uncontested, and should be recognized as a working interest in the proposed pooling proceedings. Chief’s interests in the subject Unit total approximately ninety-six point four (96.4) net mineral acres, as follows:

SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, EDDY COUNTY, NM

N/2 SW/4

Lot 4, Blk 9, Southridge

W/2 NW/4 NW/4

S/2 NE/4, N/2 SE/4

Lot 9, Blk 8, Southridge

SW/4

Lot 3, Blk 1, Bindel

Lot 3, Blk 2, Southridge Subdivision

Lots 3, 4, 7, 9, 10, 11, 13, 39, 41, 43 First Addition, New San Jose

Lot 8, Block 4, Southridge Subdivision

Lot 1, Blk 2 Southridge

All in the city of Carlsbad, Eddy County, New Mexico.

Chief acquired its interests as of an Assignment, dated effective July 24, 2024, that was filed in Eddy County on October 11, 2024, and notice of Chief's acquisition was provided to Alpha, ***before*** the pooling application was originally filed in Case No. 24944, on October 8, 2024. A copy of the Assignment is attached as ***Exhibit 1*** hereto. Additionally, Rob Vartebedian, an attorney representing Alpha for a potential ownership dispute within the Unit, was informed in early August 2024, that Chief, and Covenant Hercules, LLC, Christian Capstone, LLC, and Crusader Royalties, LLC (collectively, "Covenant"), owned a variety of interests in the proposed unit. At that time, Mr. Vartebedian communicated with both Covenant and Chief before removing himself from the matter due to client conflicts. Based on this correspondence, Alpha had actual notice that Covenant and Chief were claiming interests in the Proposed Unit via their attorney representing them on matters relating to unit ownership, and Covenant's ownership was already of record before those communications.

The case was originally set for hearing on November 21, 2024. Following that initial status hearing, the Division Hearing Examiner issued a pre-hearing order on November 22, 2024, setting the case for a contested hearing on March 4, 2025, and setting deadlines for the proceedings.

On January 14, 2025, Alpha filed the Amended Application for an order pooling all uncommitted mineral interests in the Wolfcamp formation, in a gas pool, underlying a standard 1267.84-acres, more or less, horizontal spacing unit comprised of Section 17 and 18 in Township 22 South, Range 27 East, Eddy County, New Mexico (the “Unit”). The Amended Application designates Paloma Permian AssetCo, LLC, as operator of the proposed Unit.

Subsequently, the case was set for a status conference on February 13, 2025.

B. LAW & ARGUMENT

1. POOLING GENERALLY

In New Mexico, due to difficulties with lack of pooling clauses in existing leases, and the inability to reach agreements with all oil and gas interest owners, pooling is authorized only in limited circumstances. Pooling is an exercise of the police power of the state that is statutorily limited by the express delegation of specific powers and authority to the OCD to pool the oil and gas interests within designated units. Pooling is permitted, as a last resort, if an oil gas operator is unable to reach an agreement with a party, whose interest is proposed to be pooled. Pooled interests are afforded extra protections as recognized private property rights.

2. THE OIL CONSERVATION DIVISION HEARING RULES REQUIRE NOTICE TO POOLED PARTIES AND POOLING NOTICE REQUIREMENTS MAY NOT BE WAIVED

The New Mexico Oil Conservation Division has broad authority under the New Mexico Oil and Gas Act, [Chapter 70, Article 2 NMSA 1978] (“Oil and Gas Act”) to include

“jurisdiction, authority and control of and over all persons, matters or things necessary or proper to enforce effectively the provisions of this act or any other law of this state relating to the conservation of oil or gas[.]” *See* NMSA 1978, § 70-2-1, *et seq.* The Oil and Gas Act gives the Commission and the Division the two major duties: the prevention of waste and the protection of correlative rights. NMSA 1978, § 70-2-11(A). Correlative rights are defined as

the opportunity afforded . . . to the owner of each property in a pool to produce without waste his just and equitable share of the oil . . . in the pool, being an amount, so far as can be practicably determined and so far as can be practicably obtained without waste, substantially in the proportion that the quantity of recoverable oil . . . under the property bears to the total recoverable oil . . . in the pool and, for such purpose, to use his just and equitable share of the reservoir energy.

NMSA 1978, § 70-2-33(H). In addition to its ordinary meaning, waste is defined to include “the locating, spacing, drilling, equipping, operating or producing, of any well or wells in a manner to reduce or tend to reduce the total quantity of crude petroleum oil . . . ultimately recovered from any pool.” NMSA 1978, § 70-2-3(A). The duty to protect correlative rights and prevent waste imposes upon the Division the onus “to require wells to be drilled, operated and produced in such manner as to prevent injury to neighboring leases or properties.” NMSA 1978, § 70-2-12(B)(7).

As discussed above, pooling applications, allowed only as provided in the Oil and Gas Act, implicate the police power of the OCD, that is limited to specific circumstances where appropriate procedures have been followed, given the significant impact to private property interests. Pooling in New Mexico is governed by Section 70-2-17, by the Division’s regulations implementing the same, and by order to force pool any uncommitted interest owners. Section 70-2-17(C) of the Oil and Gas Act requires the Division, or the Commission, to ensure that all compulsory pooling orders “are just and reasonable,” and that a party who is force pooled has “the opportunity to recover or receive without unnecessary expense his just and fair share of the

oil or gas.” NMSA 1978, § 70-2-17. The Oil and Gas Act, in Section 70-2-17(C), requires notice to a party to be pooled, as follows: “C. ...All orders effecting such pooling shall be made after notice and hearing, and shall be upon such terms and conditions as are just and reasonable and will afford to the owner or owners of each tract or interest in the unit the opportunity to recover or receive without unnecessary expense his just and fair share of the oil or gas, or both.”

Additionally, Section 70-2-23 requires notice, and the opportunity to be heard, prior to the issuance of any order.

Moreover, OCD Rules require that an applicant comply with the Rules for pooling prior to the issuance of a force pooling order. *See* 19.15.4.9 NMAC; *see also* NMSA 1978, § 70-2-17. Specifically, Division Rules 19.15.4.8 and 19.15.4.9 NMAC require certain information in a pooling application, in notice of a pooling hearing, and in an uncontested pooling hearing. OCD Rule 19.15.4.12 NMAC specifically requires:

A. Applications for the following adjudicatory hearings before the division or commission, in addition to that 19.15.14.9 NMAC requires, as follows:

(1) Compulsory pooling and statutory unitization.

(a) *The applicant shall give notice to each owner of an interest in the mineral estate of any portion of the lands the applicant proposes to be pooled or unitized whose interest is evidenced by a written conveyance document either of record or known to the applicant at the time the applicant filed the application and whose interest has not been voluntarily committed to the area proposed to be pooled or unitized (other than a royalty interest subject to a pooling or unitization clause).*

...

(b) When the applicant has given notice as required in Subsection A of 19.15.4.9 NMAC, of a compulsory pooling application, and those owners the applicant has located do not oppose the application, the applicant may file under the following alternative procedure. The application shall include the following:

...

(vi) *written evidence of attempts the applicant made to gain voluntary agreement including but not limited to copies of relevant correspondence;*

(e) At an interested person’s request or upon the division’s own initiative, the division shall set a pooling application for full hearing with oral testimony by the applicant.

(emphasis added). Division Orders have provided further guidance on what is required to prove that an operator has made “attempts... to gain voluntary agreement.” As provided in Division Order No. R-13165, the Division interpreted the Rule to require an operator to send a well proposal letter, 30 days prior to filing for a hearing before the OCD. Order No. R-13165 specifically provides:

(5) Because past Division practice has not been entirely consistent, and because some language in Order No. R-13155 was not intended to apply to all cases, the Division takes this opportunity to clarify the requirements that it will ordinarily apply in compulsory pooling cases as follows:

(a) At least thirty days prior to filing a compulsory pooling application in the absence of extenuating circumstances, an applicant should send to locatable parties it intends to ask the Division to pool a well proposal....together with a proposed Authorization for Expenditure (AFE) for the well. The proposal should specify the footages from section lines of the intended location, The Division understands these requirements to be comparable to the proposal requirements included in the forms operating agreements generally used in the industry.

Order No. R-13165, Division Cases 14368, 14369, 14370, 14372 (Sept. 3, 2009).

3. THE DIVISION MAY NOT WAIVE THE REQUIREMENTS OF THE OIL AND GAS ACT REQUIRING APPLICANT TO PROVIDE NOTICE

The Division’s own rules required notice to “each owner of an interest in the mineral estate of any portion of the lands the applicant proposes to be pooled or unitized whose interest is evidenced by a written conveyance document either of record or known to the applicant at the time the applicant filed the application and whose interest has not been voluntarily committed to the area proposed to be pooled or unitized.” 19.15.4.12(A)(1)(a) NMAC. The purpose and intent of the Division’s notice requirements is to give notice of the proposed pooling and an opportunity to voluntarily participate without being force pooled. Each interest owner is entitled to notice, without exception.

These notice rules and the notice requirements of the Oil and Gas Act may not be waived in the context of pooling proceedings before the OCD. In fact, New Mexico court decisions bind an agency to its own administrative rules and require compliance with regulations. *See Atlixco Coalition v. Maggiore*, 1998-NMCA-134, P15, 125 N.M. 786, 965 P.2d 370 (concluding that an administrative agency “is required to act in accordance with its own regulations”).

Moreover, the United States Supreme Court has long-recognized that the government violates the Fifth Amendment “by taking away someone’s life, liberty, or property under a criminal law so vague that it fails to give ordinary people fair notice of the conduct it punishes, or so standardless that it invites arbitrary enforcement.” *Johnson v. United States*, 576 U.S. 591, 595 (2015). *See generally, Uhden v. New Mexico Oil Conservation Comm’n*, 112 N.M. 528, 817 P.2d 721 (1991), (recognizing “the essence of justice is largely procedural.”). “The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits deprivation of property absent adequate procedural safeguards.” *T.H. McElvain Oil & Gas Ltd. P’ship v. Benson-Montin-Greer Drilling Corp.*, 2017-NMSC-004, ¶ 25 (citing U.S. Const. amend. XIV, § 1). *See also Johnson v. New Mexico Oil Conservation Comm’n*, 1999-NMSC-021, 127 N.M. 120, 978 P.2d 327 (holding Commission violated Act and implementing regulations by issuing its order without first providing actual notice of adjudicatory proceedings to interest owner).

4. ALPHA’S FAILURE TO PROVIDE A WELL PROPOSAL LETTER AND 30 DAYS FOR CONSIDERATION IS A MATERIAL DEFECT IN THE APPLICATION AND REQUIRES DISMISSAL OF CASE NO. 25166 TO ALLOW DUE PROCESS TO CHIEF

Chief, as the owner of a working interest in the Unit, is entitled to a share of the unit, described in Section 70-2-17 of the Oil and Gas Act. *See* § 70-2-17. Prior to filing an application for pooling, Alpha was required to both: (1) issue the Division’s required notice of the pending pooling application; and (2) send a well proposal letter and AFE to the mineral interest owners

within the proposed spacing unit *at least thirty days prior to filing the pooling application*. As discussed herein, Chief was not provided proper timely notice of any of the proceedings, as required by Division Rules and Division precedent.

Chief is a working interest owner in the Unit. Although some of the interests are disputed, and Chief is not requesting the Division to make any title determinations, some of Chief's interests in the proposed Unit are undisputed and entitle Chief to proper notice of the hearings, including proper time for consideration of the well proposal, before being subjected to contested proceedings pending before the Division as a pooled working interest owner. Alpha is now seeking to pool Chief's working interests, without proper attempts made to gain voluntary agreement prior to pooling. Moreover, Alpha should have, but did not, however, properly propose the wells to Chief, 30 days prior to filing the Amended Application. Alpha should not be permitted to seek the authority of the Division for pooling Chief's working interests, without properly providing a well proposal letter 30 days in advance of the filing of the Amended Application.

As the successor operator of the Unit, under the Amended Application, Paloma was required to send a well proposal letter and AFE to the working interest owners, including Chief. Despite being aware of Chief's interests as of August 2024, neither Alpha nor Paloma sent a well proposal letter or requested any kind of voluntary joinder from Chief until February 3, 2025, after the Amended Application in this case was filed. The late well proposal letter, long after both Alpha and Paloma were aware that Chief acquired its working interests in the Unit, does not satisfy the Division's requirements for notice prior to a pooling hearing and appropriate attempts to gain voluntary agreement prior to pooling.

Dismissal or a continuance of these proceedings for an additional 30 days is required to remedy the substantial prejudice to Chief, after having been deprived the due process afforded to it by the Division's rules and the opportunity to voluntarily participate or be pooled into the Unit. Because Chief has not voluntarily committed its working interests to the Unit, Chief must be afforded proper notice of pooling before its interests may be pooled under Division Rules or the Oil and Gas Act. Chief should therefore be allowed another opportunity to elect to participate in the Unit, as a working interest owner, with a proper notice period, prior to being pooled. Because Chief never had the opportunity to elect to participate in the wells, before the filing of the Amended Application, Chief may not be pooled in the Unit, without proper notice and a well proposal letter at least 30 days prior to the application for hearing is filed.

Under these circumstances, Alpha has not shown that sending a well proposal or proper notice to Chief would have been more difficult than sending actual notice to the other persons with potentially affected property interests whom the company chose to notify of the Amended Application. Alpha has not complied with the notice requirements of the Oil and Gas Act or the specific notice requirements for pooling in this case. Because Alpha did not comply with the notice requirements of the Rules or the Act, this failure to comply would render any pooling order issued in this case void with respect to Chief. The failure of Alpha to provide an opportunity to voluntarily participate deprived Chief of its rights as an owner of a working interest in the Unit. *See* Order R-20368 (requiring applicant for pooling to show "good faith" effort of negotiations with working interest owners prior to force pooling). For this reason, a stay is appropriate, if the case is not dismissed entirely, or continued for an additional 30 days to allow Chief to properly consider a voluntary agreement.

C. CONCLUSION

WHEREFORE, Chief request that the Division set this matter for consideration at the March 4, 2025 hearing before the Hearing Examiner of the Oil Conservation Division, and stay or dismiss the case to allow Alpha to provide proper notice to Chief of the well proposals and the proposed pooling hearing and require Alpha to apply to the Division for proper pooling to recognize Chief's working interests in the proposed Unit, and that the Division grant such further relief as the Division deems appropriate.

Respectfully submitted,



Kaitlyn A. Luck

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Taos, NM 87571

kaitlyn.luck@outlook.com

(361) 648-1973

Attorney for Chief Capital (O&G) II LLC

CERTIFICATE OF SERVICE

I certify that on this February 19, 2025, the foregoing pleading was electronically filed by email with the New Mexico Oil Conservation Division Clerk and served on all parties of record through counsel as follows:

Freya Tschantz, Law Clerk
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OCD.Hearings@emnrd.nm.gov
EMNRD-Oil Conservation Division Clerk

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/s/ Kaitlyn A. Luck

EXHIBIT 1

CONFIDENTIAL

ASSIGNMENT AND BILL OF SALE

THE STATE OF NEW MEXICO §
COUNTY OF EDDY §

This Assignment and Bill of Sale ("Assignment"), effective as of 12:01 a.m., local time where the Assigned Interest are located, July 24, 2024 ("Effective Date"), is by and between Covenant Hercules, LLC, a Texas limited liability company, whose address is 9001 Airport Freeway, Suite 825, North Richland Hills, Texas 76180, as "Assignor", and Chief Capital (O&G) II LLC, a Texas limited liability company, whose address is 8111 Westchester Drive, Suite 900, Dallas, Texas 75225, as "Assignee."

WITNESSETH:

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, sells, conveys, assigns and transfers to Assignee, effective as of the Effective Date, an undivided SEVENTY-FIVE PERCENT (75%) of Assignor's rights, title and interest in and to the following:

- (a) the "Lands" and oil and gas leases that are recorded as a Memorandum of Paid-Up Oil and Gas Lease covering the subject Lands as described in Exhibit "A" attached hereto and incorporated by reference (the "Leases"), together with the lands pooled, communitized or consolidated therewith;
(b) all presently existing contracts, agreements and instruments of record to the extent they relate to the interests described in Exhibit "A," including, but not limited to, operating agreements, saltwater disposal lease and/or agreements, unitization agreements, communitization and pooling agreements, agreements for the sale or purchase of oil, gas, casinghead gas or CO2 and gas processing agreements (all of which are hereinafter collectively referred to as "Contracts");
(c) all real and personal property, fixtures, appurtenances, easements, licenses, surface agreements, approvals or authorizations and permits to the extent they directly relate to the interests described in Exhibit "A," including without limitation all wells, associated equipment, surface rights, and lease and unit owned facilities;
(d) any pools or units which include any portion of the Lands or all or part of any Leases;
(e) all records of Assignor that in any way related to (a), (b), (c) or (d) above, including without limitation all land, well, accounting, contract and other files and records; and
(f) the oil, gas and other minerals of any kind and nature sold after the Effective Date hereof.

All of the items in (a), (b), (c), (d), (e) and (f) above, are hereinafter collectively called the "Assigned Interest".

TO HAVE AND TO HOLD the said Assigned Interest unto Assignee, its successors and assigns, forever subject to the following additional terms, rights, reservations and/or conditions:

- 1. Assignor herein expressly excepts, reserves and retains title to all quantum of undivided interest not expressly assigned hereby.



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2. Assignor herein expressly excepts, reserves and retains title to an Overriding Royalty Interest, on all of the oil, gas and casinghead gas produced, saved and marketed attributable to the assigned premises described on the attached Exhibit "A", equal to all (100%) of the positive difference of the existing royalty burden and 25%. Such overriding royalty interest is to be free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom. The Overriding Royalty Interest retained is proportionately reduced to the interest actually owned by the Assignor and conveyed in the assigned premises.
3. Assignor herein expressly excepts, reserves and retains all title to all mineral or royalty interest owned in, on or under the Lands, or that is in, on or under the legal descriptions associated to the Leases.
4. All of the Assigned Interest, whether real or personal, are conveyed subject to a Special Warranty of Title, and are free and clear of and from any lien, claim, mortgage or other encumbrance, whether similar or dissimilar, by any person claiming by, through or under Assignor, but not otherwise.
5. Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assigned Interest against Assignor's predecessors in title.
6. Assignee agrees to comply with all laws and with all rules, regulations and order of all municipal, state and federal agencies and regulatory bodies in the conduct of all operations by Assignee in and on the lands covered hereby, including, but not by way of limitation, the proper plugging of all wells on the said lands, the proper disposal or treatment of wastes and the transfer or assumption of applicable permits, bonds, approvals and licenses.
7. This Assignment shall attach to and run with the Leases and Lands herein described and shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective (as applicable) heirs, executors, administrators, successors and assigns.

This instrument may be executed by Assignee and Assignor in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Signatures on following page

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EXECUTED by Assignor and Assignee on the dates shown below.

ASSIGNOR:

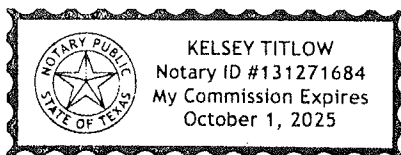
Covenant Hercules, LLC

By: *Kevin Christian*
Kevin Christian, as CEO of Covenant Royalties, LLC,
which is the Manager of Covenant Hercules, LLC

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 24 day of July, 2024, by Kevin Christian, acting in his capacity as CEO of Covenant Royalties, LLC, a Texas Limited Liability Company, which is the Manager of Covenant Hercules, LLC, a Texas Limited Liability Company.

Witness my hand and official seal.



Kelsey Titlow
Notary Public for Said County and State

ASSIGNEE:

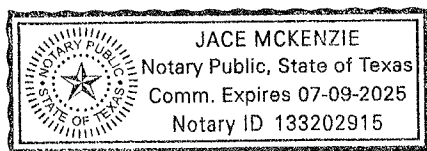
Chief Capital (O&G) II LLC

By: *Walt Nixon*
Walt Nixon, as President

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 30th day of July, 2024, by Walt Nixon, acting in his capacity as President of Chief Capital (O&G) II LLC, a Texas Limited Liability Company.

Witness my hand and official seal.



Jace McKenzie
Notary Public for Said County and State

CONFIDENTIAL**EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Bill of Sale by and between Covenant Hercules, LLC, a Texas limited liability company, as Assignor, and Chief Capital (O&G) II LLC, as Assignee, dated effective July 24, 2024.

I. Lands:

640 acres of land, more or less, being known as all of Section 18, Township 22 South, Range 27 East of the N.M.P.M. Eddy County, New Mexico.

II. Leases:

Lease Date: April 30, 2024

Lessor: Ida May Rayroux Revocable Trust

Lessee: Nickel River Royalties, LLC

Recording: Volume 1182, Page 316, Official Public Records of Eddy County, New Mexico.

Lease Date: March 9, 2024

Lessor: Sherri Ann Elliott

Lessee: Nickel River Royalties, LLC

Recording: Volume 1182, Page 320, Official Public Records of Eddy County, New Mexico.

Lease Date: April 5, 2024

Lessor: The J.K. & D.S. Simmons Living Trust

Lessee: Nickel River Royalties, LLC

Recording: Volume 1182, Page 321, Official Public Records of Eddy County, New Mexico.

Lease Date: April 2, 2024

Lessor: Anthony John Rocha

Lessee: Nickel River Royalties, LLC

Recording: Volume 1182, Page 322, Official Public Records of Eddy County, New Mexico.

Lease Date: May 2, 2024

Lessor: The Francis G. Tracy, Jr. Credit Trust Et Al

Lessee: Nickel River Royalties, LLC

Recording: Volume 1182, Page 323, Official Public Records of Eddy County, New Mexico.

Lease Date: May 9, 2024

Lessor: The Estate of Thomas Lonnie Arrington, Deceased

Lessee: Nickel River Royalties, LLC

Recording: Volume 1184, Page 608, Official Public Records of Eddy County, New Mexico.

Lease Date: May 23, 2024

Lessor: Rogelio B. Ybarra Sr. and Felicianna Ybarra

Lessee: Nickel River Royalties, LLC

Recording: Volume 1184, Page 609, Official Public Records of Eddy County, New Mexico.

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Lease Date: June 6, 2024
Lessor: Linda P. Martinez
Lessee: Nickel River Royalties, LLC
Recording: Volume 1184, Page 610, Official Public Records of Eddy County, New Mexico.

Lease Date: May 30, 2024
Lessor: Helen Rodriguez
Lessee: Nickel River Royalties, LLC
Recording: Volume 1184, Page 612, Official Public Records of Eddy County, New Mexico.

Lease Date: June 28, 2024
Lessor: Patricia A. Granger-Moore
Lessee: Nickel River Royalties, LLC
Recording: Volume 1184, Page 611, Official Public Records of Eddy County, New Mexico.

Lease Date: July 22, 2024
Lessor: Crusader Royalties, LLC
Lessee: Covenant Hercules, LLC
Recording: Volume 1184, Page 1101, Official Public Records of Eddy County, New Mexico.

Lease Date: July 22, 2024
Lessor: Christian Capstone, LLC
Lessee: Covenant Hercules, LLC
Recording: Volume 1184, Page 1105, Official Public Records of Eddy County, New Mexico.

Lease Date: July 22, 2024
Lessor: Covenant Hercules, LLC
Lessee: Covenant Hercules, LLC
Recording: Volume 1184, Page 1100, Official Public Records of Eddy County, New Mexico.