

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

IN THE MATTER AND CONSIDERATION OF:

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

**OCD CASE NO. 25166
OCC CASE NO. 25694
ORDER NO. 23961**

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

**OCD CASE NO. 25495
OCC CASE NO. 25696
ORDER NO. 23977**

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

**OCD CASE NO. 25496
OCC CASE NO. 25695
ORDER NO. 23989**

**MOTION REQUESTING THE COMMISSION TO DETERMINE THAT AER'S
REPRESENTATIONS OF PURPORTED SHUT-IN PAYMENTS
WERE KNOWINGLY MADE IN BAD FAITH**

Alpha Energy Partners, II, LLC, and affiliate AEP II Operating, LLC (collectively "Alpha"), through its undersigned attorneys, submits to the Oil Conservation Commission ("Commission" or "OCC") this Motion ("Motion") requesting the Commission to find that the representations of the purported shut-in payments made by American Energy Resources, LLC ("AER") in the above-referenced cases ("Subject Cases") were false representations knowingly made in bad faith. In support of its Motion, Alpha provides the following:

I. Relevant Procedural History and Background:

1. At the Status Conference held before the Commission on November 13, 2025, the Commissioners heard the pleadings presented by AER, in particular, AER's Amended and

Combined American Motion to Strike, Dismiss as Moot, and Response to Alpha Response to American Application for De Novo hearing and Emergency Motion to Stay Division Order Nos. R-23961, R-23989, and R-23977 (“AER’s Response”), in which AER presented to the OCC as its Exhibit N2 thirty-nine checks all dated February 28, 2025, purporting to have adhered to the shut-in terms of AER’s antiquated and supplanted leases by which it claims ownership.

2. At the conclusion of the status conference, the Commission remained undecided whether the motion to stay should be granted, stating that the Commission did not have jurisdiction to determine title, and scheduled a subsequent status conference for December 17, 2025, to make any final rulings in the proceedings.

3. In its pleadings, Alpha acknowledged that ruling on the validity of title itself was outside the scope of the OCC’s jurisdiction but respectfully submitted that the Commission has the authority and jurisdiction to make a ruling on whether a party has taken necessary steps to make a “good faith” claim to title, that the Commission can isolate and evaluate the “good faith” element of a party’s claim as separate and distinct from evaluating the validity of the title itself and thereby determine whether a party acted in good or bad faith in its representations, especially if such actions involve false representations to the OCC that clearly show absence of necessary due diligence, total disregard of dispositive notices in the chain of title, and/or representations that, as any reasonable person can see, disregard the meaning of the plain language of a specific provision in a lease. The Division and Commission have the authority to determine whether a party acted in “good faith” in order to protect correlative rights and therefore can determine whether an action, such as drafting and dating a check for shut-in payments, adhered in “good faith” to the plain meaning of a provision in a lease without making a ruling on whether the lease itself is valid.

4. Alpha respectfully asks the Commission to determine whether the actions and representations AER made before the OCC, separate from a determination of the validity of title itself, were made in good faith, based on the following legal arguments.

II. The Commission Should Not Relinquish its Obligation to Protect Correlative Rights by Asserting a Lack of Jurisdiction to Adjudicate Title Unless the Parties Have Both Established a “Good Faith” Claim to Title That Presents a Bona Fide Title Dispute.

5. When parties in a contested pooling hearing present the OCD or OCC with differing amounts of working interest in their ownership exhibits, it is the “responsibility” of each party to ensure that they are presenting a “good faith” claim to title. *See e.g.*, R-11700-B, ¶ 28. A determination of whether this “responsibility” has been fulfilled is based on whether the parties have taken “good faith” steps to the best of their abilities that would safeguard the accuracy of their claims of ownership. Such safeguards would include adhering to the customs and practices of the oil and gas industry that a prudent operator would be expected to follow, including a showing of due diligence in the review of the chain of title and the ability of an operator to show that it adhered to good-faith practices that provides the Commission with a presentation of the ownership. If review of the evidence indicates that the parties made a “good faith” claim of ownership, then it is proper for the Commission to acknowledge that a bona-fide title dispute exists which should be deferred to district court.

6. However, if a party presents evidence indicating that the opposing party did **not** make a “good-faith” claim of ownership, then it is proper—and necessary—for the Commission to retain jurisdiction to make a narrowly tailored evaluation of whether such claim was made in good faith. The Commission does **not** thereby adjudicate title; it merely determines whether the parties satisfied their threshold responsibility to present ownership claims supported by good-faith diligence. If, however, the Division and Commission were to conclude that they lack authority to evaluate the

“good-faith” element of a claim to title, then, as a matter of law, **the OCD/OCC would have to require every pooling or permitting applicant to first obtain a district court determination that its ownership representation was made in good faith before submitting any ownership report at all.** Otherwise, every ownership calculation the OCD/OCC makes—including basic determinations of working-interest percentages—would be illegitimate, because the agency would lack jurisdiction even to assume that the parties’ title representations were made in good faith absent a court order. Such a regime would leave the OCC unable to rely on any ownership exhibit submitted to it.

7. Clearly, such a requirement would be absurd and unmanageable. The Commission could not function if applicants were forced to obtain district-court confirmations of “good faith” before the OCC could even review ownership exhibits. Thus, the Commission’s authority to evaluate the good-faith component of a party’s claim is essential—especially where a party presents evidence that its opponent made false representations or failed to satisfy basic due-diligence obligations necessary to establish a good-faith claim. When such evidence is presented, the Commission may determine, by a preponderance of the evidence, that a party acted in bad faith, thereby corrupting the administrative process. *See, e.g.*, Paragraphs 16-20 below, discussing the requirement that all administrative remedies—including the OCC’s evaluation of the “good-faith” element—must be exhausted before the Commission can conclude that a bona-fide title dispute exists warranting referral to a district court.

III. AER Made False Representations in Bad Faith to the Commission by Presenting Checks Dated February 28, 2025, Which Fail as Evidence of Adhering to the Clear Terms of Shut-in Payments.

8. In its Response, AER presented the Commission with copies of checks for shut-in payments it allegedly sent to the lessors of the antiquated and supplanted leases (“AER’s Leases”) by which AER purports to have made a good -faith claim of ownership. The purpose of a shut-in

payment is to perpetuate a lease after the subject well has ceased production, and in order be a good-faith effort, the shut-in payment must comply with the plain language of the shut-in provision of the lease. The Saik Well began ceasing its production in 2008 and showed no production whatsoever from 2010 to 2024, more than 14 years of zero production. *See* the production history of the Saik Well attached hereto as Exhibit 1. All of AER's checks listed the original lessors and were dated February 28, 2025. Furthermore, the plain language of the shut-in provisions of AER's Leases had the same or similar language stating that any shut-in payment must be made on or before ninety (90) days after the date on which the well is shut-in.

9. However, the Saik Well remained a non-producing well for more than a decade, as shown by the Division's records, prompting EMNRD to issue the NOV Letter in 2017 in which it determined that the Saik Well was a non-producing well in violation of statewide rules and demanded that the operator return the well to production, place it on temporary abandonment status, or plug the well. However, the operator failed to respond to the NOV Letter, and the Saik Well remained a non-producing well for eight years thereafter, far beyond the 90-day deadline allowed by the plain language of the shut-in provision in AER's Leases.

10. In its Exhibit N2, AER, for example, presents a check to Emma Louise Bell, the original Lessor, representing to the Commission that this payment is a good-faith effort to comply with the shut-in provision of the lease. However the shut-in provision states: "Lessee may pay or tender as royalty, **on or before ninety (90) days after the date on which said well is shut in** and thereafter at annual intervals the sum of \$1.00 per acre, and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities." *See* the 1969 lease to Emma Bell attached hereto as Exhibit 2. Not only is it clear from the plain language of the provision that AER's check was sent far past the 90-day deadline, but Emma Louise Bell passed away on November 4, 2005, according to the Affidavit of Heirship

and Death Certificate recorded June 18, 2007 (Reception No. 0707311) in Eddy County, New Mexico, copies of which are attached hereto as Exhibit 3. Charles R. Bell is listed as her only heir who is now the owner of the minerals. The plain language of the lease further states: “Payment or tender of said shut-in gas royalty may be made by the check or draft of Lessee mailed or delivered **to the parties entitled thereto** on or before the date the payment is due.” (emphasis added)

11. Without adjudicating title itself, that is, without determining the validity of the lease itself, the Commission certainly has the authority and jurisdiction to review the plain language of the shut-in provision to determine whether the presentation of AER’s check provides a good-faith effort to present evidence that corresponds with the terms and plain meaning of the provision, which is the purpose of AER’s presenting the check to the OCC, just as the Commission has the authority and jurisdiction to review the good-faith efforts of a party to present its percentage of ownership in an ownership exhibit in a contested hearing, or review a party’s good-faith efforts to negotiate, or review a party’s good-faith efforts to prudently operate a well. Upon review of the plain language of the shut-in clause, the Commission should be able to determine that AER’s presentation of a check dated February 28, 2025, is a bad-faith effort to induce the OCC into believing that AER met the 90-day deadline for shut-in payments, which as shown by the OCD’s record of no production, had passed years ago; thus, even any reasonable lay-person can see, without having to evaluate title, that AER’s check is a false representation to the Commission. *See also* the Affidavit from Wildcat Energy, LLC stating that no shut-in payments for the Saik Well were made after it ceased production more than a decade ago, attached hereto as Exhibit 4.

12. Furthermore, the fact that AER made the check payable to Emma Louise Bell, the original Lessor, and not to Charles R. Bell, the current owner of the minerals, demonstrates that AER failed to make a good-faith effort of due diligence to determine “the parties entitled” to shut-in payments, as required by the plain language of the lease and by the custom and standards of what

constitutes a prudent operator in the oil and gas industry. A “good-faith” claim of ownership would have included a prudent review of the chain of title for the purpose of identifying Charles R. Bell as the party “entitled” to payment, as stated in the lease, a review which would have led to the discovery of the Affidavit of Heirship and Emma Bell’s Death Certificate. The fact that AER made the check payable to Emma Louise Bell, a deceased person, who is no longer entitled to nor capable of receiving payment indicates that AER made false representations by presenting the checks in an effort to mislead the Commission.

13. Another prime example involving the mineral interests of Ben and Carrie Wheeler (“Wheeler”) further highlights AER’s misrepresentations and failure to satisfy the prerequisite “good-faith” elements of its claim to ownership over which the Commission has jurisdiction to evaluate and which should be established before parties can claim the existence of a bona-fide title dispute that would require the Commission to relinquish its jurisdiction to district court. In 1948, the Wheeler’s leased their mineral interest in the Subject Lands for a primary term of 5 years to R.L. Martin by Oil and Gas Lease recorded in Eddy County in Book 31, Page 388. *See* 1948 Lease attached hereto as Exhibit 5. Eighteen years later, the Wheeler’s leased their same mineral interest to David J. Sorenson on December 8, 1966, by Oil and Gas Lease recorded in Eddy County in Book 172, Page 184. A copy is attached as Exhibit 6. This second Lease to Sorenson is a 1966 lease by which AER purports to claim an interest in the Subject Lands, even though the interest had been previously leased in 1948.

14. AER’s check dated February 28, 2025, sent for the alleged purpose of making a shut-in payment was made out to Ben Wheeler, the original lessor; however, if AER had performed proper due diligence in “good faith,” AER would have discovered that Ben Wheeler had been deceased by 1980 and the new owners who would have been “entitled” to payment were Dorothy S. Wheeler, Barbara K. Beasley, Constance Irene Hood, and Gary Bennett Wheeler. *See* Ben Wheeler’s Deed of

Distribution recorded in Eddy County in Book 246, Page 776, a copy of which is attached hereto as Exhibit 7. The fact that AER did not make payment to “the party or parties who at the time of such payment would be entitled to receive the royalties,” as required by the lease (*see id.*), demonstrates that AER again made false representations to the Commission when it submitted the check dated February 28, 2025, made out to a deceased person, who is not entitled to shut-in payments.

15. Furthermore, the 1966 Lease states: “but [if] gas and/or condensate is not being sold or used and such well is shut-in, either before or after production therefrom, then on or before 90 days after said well is shut-in, and thereafter at annual intervals, lessee may pay or tender an advance annual shut-in royalty equal to the amount of delay rentals provided for in the lease for the acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered this lease shall not terminate....” *See id.* Again, there is a 90-day deadline after production ceases to make the shut-in payment. The Saik Well ceased production more than 14 years prior to the date of AER’s check, long after the 90-day deadline, and therefore the Commission can determine that the payment was made and submitted in “bad faith” without having to determine the validity of the lease itself. Alpha respectfully asks the Commission, upon review of this evidence, to rule that AER acted in bad faith.

16. Finally, a comparison of AER’s checks to a “good faith” review of documents and notices in the chain of title show that 28 of the 39 persons listed on AER’s checks are deceased and therefore are not the persons “entitled” to shut-in payments under the plain terms of AER’s leases. *See* Alpha’s spreadsheet listing the persons to whom AER sent checks and their current status attached hereto as Exhibit 8; *see also* the Self-Affirmed Statement of Alpha’s Landman confirming his “good-faith” review of deadlines in the leases attached hereto as Exhibit 9. Alpha’s Landman only had to expend an hour of his time to make a “good faith” review of the chain of title to determine whom among AER’s Leases were deceased and who would still be entitled to shut-in payments

pursuant the plain language of the leases, assuming hypothetically that payments could have been made more than a decade after the 90-day deadline, which they cannot be. *See id.*

IV. All Administrative Remedies Within a State Agency's Jurisdiction Must be Exhausted Before the Commission Can Defer a Matter to District Court.

17. It is a common practice for mineral owners to enter into new leases with other lessees once their previous leases have expired by the terms of the lease, such as by a lack of production and/or failure to make timely shut-in payments. The Commission has an obligation to protect correlative rights by ensuring that the rightful owners in a unit receive their just and equitable share of production. *See* NMSA 1978 § 70-2-6 (The OCC shall have jurisdiction, authority, and control over all persons, matters or things necessary or proper to enforce effectively the provisions of the Oil and Gas Act, which should easily include a review of the “good-faith” elements of a claim to title separate from the determination of the validity of title itself); *see also Continental Oil Co. v. OCC*, 1962-NMSC-062, P 11 (The power granting the OCC authority and jurisdiction over matters related to conservation of oil and gas is founded on the duty to protect correlative rights and prevent waste).

18. If a party threatens and/or violates correlative rights by making false representations of fact to the Commission and engaging in bad-faith behavior by intentionally disregarding due diligence and other standard practices within the oil and gas industry that are necessary to establish the “good faith” element of a claim to ownership, then the Commission has the authority and the obligation to review and rule on such factual matters (i.e., finding that AER engaged in false representations when presenting its claim to title) separately and distinguishable from ruling on validity of the title itself which is a matter of law. *See U.S. West Commc'ns, Inc. v. N.M. State Corp. Comm'n*, 1998-NMSC-032, ¶ 9 (stating that under the exhaustion of administrative remedies doctrine, where relief is available from an administrative agency, a party is ordinarily required to

pursue that avenue of redress before proceeding to the courts; and until that recourse is exhausted, suit is premature and must be dismissed).

19. The issues of “good faith” that Alpha is asking the Commission to address require the unique expertise of the Commission and Division who are knowledgeable of and involved in the standards, practices, and expectations within the oil and gas industry, questions such whether it is prudent to acquire and attempt to operate, instead of plugging, a well that has a history of violations from lack of production; whether a party acting in good faith would attempt to present checks to the Commission dated long after the clear deadlines for shut-in payments as stated in the leases; whether a party acting in good faith would perform the necessary due diligence to ensure that it was making payments to current, living mineral owners who are entitled to shut-in payments rather than to deceased person who no longer own the minerals. These questions of fact should first be addressed and ruled on by the Commission pursuant to its expertise before it prematurely relinquishes its jurisdiction in order to ensure that a bona-fide title dispute actually exists. *See id.* at ¶ 11 (stating that administrative remedies are proper, and the exhaustion doctrine exists because “the interests of justice are best served by permitting the agency to resolve factual issues within its peculiar expertise.”) (emphasis added).

20. Alpha respectfully asks the Commission to exercise both its authority and its unique expertise to evaluate the factual matters of AER’s actions and rule on a question squarely within its jurisdiction: Given the clarity of the 90-day deadline stated in the shut-in provisions of the Bell and Wheeler Leases, did AER make false representations to the Commission when it presented its checks dated February 28, 2025, -- more than a decade after the Saik Well completely ceased production -- to induce the Commission into believing that it had satisfied the 90-day deadline of the shut-in provision?

21. If the answer is in the affirmative, then Alpha submits that AER failed to satisfy the “good-faith” element of its claim to ownership before the Commission. The evaluation of whether a party has acted in good faith is a purely factual matter. The fact that AER presented checks more than 14 years after the well ceased all production for the purpose of showing the OCC it met the 90-day deadline; the fact that AER never provided an ownership report or exhibit to the OCD or to the Commission demonstrating its alleged percentage of ownership; the fact that AER failed to address the NOV Letter for eight years after it acquired the antiquated and supplanted leases for the Saik Unit; and the fact that AER reported production from the Saik Well starting in 2025 in the amount of 1 MCF per month when the Saik Well had no meter for measuring production and its gathering pipeline was capped (*see* Alpha’s Motion Requesting and Evidentiary Hearing to Determine Whether the Saik #001 Well Should be Plugged) – all these matters are factual matters requiring the oil and gas expertise of the Commission to evaluate and rule on before it defers the matters to district court in the form of a bona-fide title dispute.

22. Because there are indications it made false representations to the Commission and failed to satisfy the “good-faith” element in its claim to ownership, AER does not meet the criteria of the *Tenneco* test for granting a stay, as AER in light of its bad-faith actions is not likely to, nor should it, prevail on the merits of these cases; furthermore, it would be harmful to the public interest to set a precedent of rewarding a bad actor and its bad actions – a party who intentionally acquired antiquated and supplanted leases for a well that has been non-productive for more than a decade and identified as in violation of the Division’s rules, intentionally presented false and ineffective shut-in payments to the Commission, and intentionally reported production from a capped pipeline and an absent production meter, and who has used such bad actions to disrupt and abuse legitimate proceedings before the Division and Commission in an effort to attack and undermine legitimate

pooling orders, not the mention the more than 700 owners who would be harmed by having the right to their just and equitable share of production denied by a stay.

23. The Parties of Record—Permian Resources Operating, LLC, Sarvis Permian Land Fund I, LLC, U.S. Energy Development Corporation, and Sarvis Rockmont Permian Land Fund, LLC—have been informed of the filing of this Motion and have not stated a position as of this filing date. Alpha has also notified American Energy Resources, LLC of the filing of this Motion, and because the requested relief is adverse to its asserted interest, Alpha presumes that American Energy Resources, LLC opposes this Motion.

V. Conclusion:

For the reasons and evidence provided herein, Alpha respectfully requests that the Commission grant this motion and find as a factual matter that AER's representations of shut-in payments were made in bad faith and that AER failed as a factual matter to satisfy the good-faith element of its claim to ownership, findings that should result in a denial of AER's request for a stay.

Respectfully Submitted,

ABADIE & SCHILL, PC

/s/ *Darin C. Savage*

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and AEP II Operating, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed with the New Mexico New Mexico Oil Conservation Commission and was served on counsel of record (or the representative of the party) via electronic mail on November 26, 2025:

Jonathan Samaniego – energy.jrs@gmail.com
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***Attorneys for Permian Resources Operating, LLC;
And Sarvis Permian Land Fund I, LLC, U.S. Energy
Development Corporation, and
Sarvis Rockmont Permian Land Fund, LLC***

/s/ Darin C. Savage

Darin C. Savage

OCD Permitting

Home Searches Wells Well Details

30-015-20971 SAIK #001 [336641]

General Well Information

Operator:	[372991] American Energy Resources LLC		
Status:	Active	Direction:	Vertical
Well Type:	Gas	Multi-Lateral:	No
Work Type:	New	Mineral Owner:	Private
		Surface Owner:	Private
Surface Location:	B-17-22S-27E 990 FNL 1980 FEL		
Lat/Long:	32.3971138,-104.2098923 NAD83		
GL Elevation:	3122		
KB Elevation:		Sing/Mult Compl:	Single
DF Elevation:		Potash Waiver:	False

Proposed Formation and/or Notes

INT TO P&A EXPIRED 5/11/2010

Depths

Proposed:	0	True Vertical Depth:	11690
Measured Vertical Depth:	11690	Plugback Measured:	0

Formation Tops

Formation	Top	Producing	Method Obtained
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Event Dates

Initial APD Approval:	09/01/1974		
Most Recent APD Approval:	01/07/2025	Current APD Expiration:	09/01/1976
APD Cancellation:			
APD Extension Approval:			
Spud:	03/10/1996	Gas Capture Plan Received:	
Approved Temporary Abandonment:		TA Expiration:	
Shut In:			
Plug and Abandoned Intent Received:		PNR Expiration:	
Well Plugged:		Last MIT/BHT:	04/18/2025
Site Release:			
Last Inspection:	04/18/2025		

History

Effective Date	Property	Well Number	Operator	C-101 Work Type	Well Type	Well Status	Apd Cancelled	Plug Date
01/07/2025	[336641] SAIK	#001	[372991] American Energy Resources LLC	New	Gas	Active		

Quick Links

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- [Financial Ass](#)
- [Compliance](#)
- [Natural Gas \](#)
- [Orders](#)
- [Production](#)
- [Transporters](#)
- [Points of Disr](#)
- [Action Status](#)

Associated

- [Well Files \(95](#)
- [Well Logs \(3\)](#)
- [Well Admin C](#)

New Search

- [New Facility](#)
- [New Incident](#)
- [New Operato](#)
- [New Pit Sear](#)
- [New Well Se](#)



10/27/2010	[308584] SAIK	#001	[209564] WILDCAT ENERGY LLC	New	Gas	Active		
01/01/2006	[302160] SAIK	#001	[192463] OXY USA WTP LIMITED PARTNERSHIP	New	Gas	Active		
02/01/1997	[20597] SAIK	#001	[16696] OXY USA INC	New	Gas	Active		
01/01/1997	[20372] SAIK	#001	[2894] BRISTOL RESOURCES CORP	New	Gas	Active		
01/01/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	New	Gas	Active		
11/01/1995	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	New	Gas	Active		
09/01/1974	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	New	Gas	Active		

Comments**Pits & Containments**

Id	Name	Rule	Status	(Capacity) Type	Registration	Inspection Before *	Earliest Effective Commencement	Last Effective Cessation	Inspection After *	Closure Report	Reclamation Report	Restoration Complete
ycon1004142149	1900 A PPIT @ 30- 015- 20971	17	Active	PPIT								

Casing

Boreholes, Strings and Equipment Specifications						Specifications for Strings and Tubing			Strings Cemented and Intervals			Cement and Plug Description		
String/Hole Type	Taper	Date Set	Diameter	Top	Bottom (Depth)	Grade	Length	Weight	Bot of Cem	Top of Cem	Meth	Class of Cement	Sacks	Pressure Test (Y/N)
Hole 1	1		13.375	0	358		0	0.0	0	0			0	No
Surface Casing	1		13.375	0	358		358	48.0	358	0		Class C Cement	380	No
Hole 2	1		9.625	0	3560		0	0.0	0	0			0	No
Intermediate 1 Casing	1		9.625	0	3560		3560	36.0	3560	0		Class C Cement	1150	No
Hole 3	1		7.000	0	10500		0	0.0	0	0			0	No
Intermediate 2 Casing	1		7.000	0	10500		10500	23.0	10500	0		Class C Cement	575	No
Packer	1		4.500	9113	9118		5	0.0	0	0			0	No
Hole 4	1		4.500	10392	11685		0	0.0	0	0			0	No

Production Casing	1		4.500	10392	11685		1293	99.0	11685	0		Class C Cement	180	No
Tubing 1	1		2.375	0	9113		9113	0.0	0	0			0	No

Well Completions**[73960] CARLSBAD; MORROW, SOUTH (GAS)**

Status: Zone Permanently Plugged Last Produced: 04/01/1996
Bottomhole Location: B-17-22S-27E 990 FNL 1980 FEL
Lat/Long:
Acreage:
DHC: No Consolidation Code:
Production Method: Flowing

Well Test Data

Production Test: Test Length: 0 hours
Flowing Tubing Pressure: 0 psi Flowing Casing Pressure: 0 psi
Choke Size: 0.000 inches Testing Method:
Gas Volume: 0.0 MCF Oil Volume: 0.0 bbls
Gas-Oil Ratio: 0 Kcf / bbl Oil Gravity: 0.0 Corr. API
Disposition of Gas: Water Volume: 0.0 bbls

Perforations

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth
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Notes**Event Dates**

Initial Effective/Approval: 09/01/1974
Most Recent Approval: 03/10/1996
Confidential Requested On:
Test Allowable Approval:
TD Reached:
Deviation Report Received: No
Directional Survey Run: No
Directional Survey Received: No
First Oil Production: 01/01/1975
First Injection:
Ready to Produce:
C-104 Approval:
Plug Back:
Authorization Revoked Start:
TA Expiration:
Confidential Until:
Test Allowable End:
DHC:
Rig Released:
Logs Received: No
Closure Pit Plat Received:
First Gas Production: 01/01/1975
Completion Report Received:
New Well C-104 Approval:
Revoked Until:

Well Completion History

Effective Date	Property	Well Number	Operator	Completion Status	TA Expiration Date
03/10/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	Zone Permanently Plugged	
01/01/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	Active	
11/01/1995	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	
02/08/1994	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	

09/01/1974	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	
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[74040] CARLSBAD; STRAWN (GAS)

Status: Zone Permanently Plugged **Last Produced:** 03/01/1996
Bottomhole Location: B-17-22S-27E 990 FNL 1980 FEL
Lat/Long:
Acreage:
DHC: No **Consolidation Code:**
Production Method: Flowing

Well Test Data

Production Test: **Test Length:** 0 hours
Flowing Tubing Pressure: 0 psi **Flowing Casing Pressure:** 0 psi
Choke Size: 0.000 inches **Testing Method:**
Gas Volume: 0.0 MCF **Oil Volume:** 0.0 bbls
Gas-Oil Ratio: 0 Kcf / bbl **Oil Gravity:** 0.0 Corr. API
Disposition of Gas: **Water Volume:** 0.0 bbls

Perforations

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth
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Notes**Event Dates**

Initial Effective/Approval: 09/01/1974 **TA Expiration:**
Most Recent Approval: 03/10/1996 **Confidential Until:**
Confidential Requested On: **Test Allowable End:**
Test Allowable Approval: **DHC:**
TD Reached: **Rig Released:**
Deviation Report Received: No **Logs Received:** No
Directional Survey Run: No **Closure Pit Plat Received:**
Directional Survey Received: No **First Gas Production:** 01/01/1975
First Oil Production: 01/01/1975
First Injection:
Ready to Produce: **Completion Report Received:**
C-104 Approval: **New Well C-104 Approval:**
Plug Back: **Revoked Until:**
Authorization Revoked Start:

Well Completion History

Effective Date	Property	Well Number	Operator	Completion Status	TA Expiration Date
03/10/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	Zone Permanently Plugged	
01/01/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	Active	
11/01/1995	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	
02/08/1994	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	
09/01/1974	[4864] SAIK	#001	[9761] APACHE ENERGY RESOURCES CORP	Active	

[74160] CARLSBAD; WOLFCAMP, EAST (GAS)

Status: Active **Last Produced:** 09/01/2025

Bottomhole Location: B-17-22S-27E 990 FNL 1980 FEL
 Lat/Long:
 Acreage: N/320 17-22S-27E Units: A B C D E F G H
 DHC: No

Consolidation Code:
 Production Method: Flowing

Well Test Data

Production Test: Test Length: 0 hours
 Flowing Tubing Pressure: 650 psi Flowing Casing Pressure: 0 psi
 Choke Size: 0.160 inches Testing Method:
 Gas Volume: 727.0 MCF Oil Volume: 132.0 bbls
 Gas-Oil Ratio: 0 Kcf / bbl Oil Gravity: 0.0 Corr. API
 Disposition of Gas: Water Volume: 196.0 bbls

Perforations

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth
	9434	9713	0	0

Notes**Event Dates**

Initial Effective/Approval: 03/18/1996
 Most Recent Approval: 01/07/2025
 Confidential Requested On:
 Test Allowable Approval:
 TD Reached:
 Deviation Report Received: No
 Directional Survey Run: No
 Directional Survey Received: No
 First Oil Production: 05/02/1996
 First Injection:
 Ready to Produce: 05/02/1996
 C-104 Approval: 09/25/1996
 Plug Back:
 Authorization Revoked Start: 06/22/2017

TA Expiration:
 Confidential Until:
 Test Allowable End:
 DHC:
 Rig Released:
 Logs Received: No
 Closure Pit Plat Received:
 First Gas Production: 05/02/1996

Completion Report Received:
 New Well C-104 Approval:
 Revoked Until:

Well Completion History

Effective Date	Property	Well Number	Operator	Completion Status	TA Expiration Date
01/07/2025	[336641] SAIK	#001	[372991] American Energy Resources LLC	Active	
10/27/2010	[308584] SAIK	#001	[209564] WILDCAT ENERGY LLC	Active	
01/01/2006	[302160] SAIK	#001	[192463] OXY USA WTP LIMITED PARTNERSHIP	Active	
02/01/1997	[20597] SAIK	#001	[16696] OXY USA INC	Active	
01/01/1997	[20372] SAIK	#001	[2894] BRISTOL RESOURCES CORP	Active	
03/18/1996	[18292] SAIK	#001	[873] APACHE CORPORATION	Active	

Financial Assurance

Please login to review the financial assurance associated with this well.

Compliance

Note that Financial Assurance and Inactive Well Compliance are documented in separate reports ([Inactive Well Report](#), [Financial Assurance Report](#)).

Also note that some compliance issues are addressed at the operator level so not listed under each well.

cGC1706129094

Violation Source:
Date of Violation: 03/02/2017
Compliance Required: 06/05/2017
Resolved:

Notes

IDLE WELL

Actions/Events

Event Date	Category	Type
03/02/2017	Enforcements	Plug/Abandonment
03/02/2017	Notifications	Letter of Violation

cTM1720038562

Violation Source: Other
Date of Violation: 07/19/2017
Compliance Required: 10/22/2017
Resolved:

Notes

IDLE WELL

Actions/Events

Event Date	Category	Type
07/19/2017	Enforcements	Other Violation
07/19/2017	Notifications	Letter of Violation

cDA2314421630

Violation Source: Field Inspection
Date of Violation: 05/23/2023
Compliance Required: 08/21/2023
Resolved:

Notes

[SIGN-IN](#) [HELP](#)

[Searches](#) [Operator Data](#) [Hearing Fee Application](#)

Violation Source: Field Inspection
Date of Violation: 12/23/2024
Compliance Required: 03/23/2025
Resolved:

Notes

Vegetation around heater treater needs to be cleaned.

Actions/Events

Event Date	Category	Type
12/24/2024	Notifications	Pre Enforcement Notification

Upstream Natural Gas Venting & Flaring

The upstream natural gas venting & flaring volumes are sourced from upstream natural gas waste reports (C-115B) submissions.

Earliest Natural Gas Waste Report in OCD Records: 01/2025 Last: 09/2025 [Show All Upstream Venting & Flaring](#)

	Venting & Flaring Volumes			Beneficial Use	
	Vented (MCF)	Flared (MCF)	Total (MCF)	Used (MCF)	
2025	0	0	0	0	
Grand Total:	0	0	0	0	

Orders

Please login to review the orders associated with this well.

Production / Injection

The production & injection volumes are sourced from monthly production reports (C-115) submissions.

Earliest Production in OCD Records: 12/1992 Last: 9/2025 [Show All Production](#) [Export to Excel](#)

Time Frame	Production				Injection				
	Oil (BBLs)	Gas (MCF)	Water (BBLs)	Days P/I	Water (BBLs)	Co2 (MCF)	Gas (MCF)	Other	Pressure
1992 Cumulative	3,721	5,144,654	20,452	198	0	0	0	0	N/A
1993	116	45,904	3,966	844	0	0	0	0	N/A
1994	1	39,188	0	396	0	0	0	0	N/A
1995	100	40,464	3,529	728	0	0	0	0	N/A
1996	6,895	88,625	325	422	0	0	0	0	N/A
1997	260	10,118	0	31	0	0	0	0	N/A
1998	194	18,400	19	245	0	0	0	0	N/A
1999	300	20,750	16	363	0	0	0	0	N/A
2000	156	16,552	368	366	0	0	0	0	N/A
2001	114	12,736	116	351	0	0	0	0	N/A
2002	95	8,955	0	347	0	0	0	0	N/A
2003	8	3,537	0	350	0	0	0	0	N/A
2004	0	1,722	0	318	0	0	0	0	N/A
2005	45	1,991	0	358	0	0	0	0	N/A
2006	84	2,942	0	364	0	0	0	0	N/A

2007	12	5,582	0	365	0	0	0	0	N/A
2008	0	731	0	130	0	0	0	0	N/A
2009	0	0	0	151	0	0	0	0	N/A
2010	0	0	0	59	0	0	0	0	N/A
2011	0	0	0	0	0	0	0	0	N/A
2012	0	0	0	0	0	0	0	0	N/A
2013	0	0	0	0	0	0	0	0	N/A
2014	0	0	0	0	0	0	0	0	N/A
2015	0	0	0	0	0	0	0	0	N/A
2016	0	0	0	0	0	0	0	0	N/A
2017	0	0	0	0	0	0	0	0	N/A
2018	0	0	0	0	0	0	0	0	N/A
2019	0	0	0	0	0	0	0	0	N/A
2020	0	0	0	0	0	0	0	0	N/A
2021	0	0	0	0	0	0	0	0	N/A
2025	0	9	0	9	0	0	0	0	N/A
Grand Total:	12,101	5,462,860	28,791	6,395	0	0	0	0	N/A

Transporters

Transporter	Product	Most Recent for Property
[147831] Lucid Artesia Company	Gas	9/2025

Points of Disposition

ID	Type	Description	Pool(s)
2804606	Water		[73960] CARLSBAD;MORROW, SOUTH (GAS), [74040] CARLSBAD;STRAWN (GAS), [74160] CARLSBAD;WOLFCAMP, EAST (GAS)
2804605	Gas		[74160] CARLSBAD;WOLFCAMP, EAST (GAS)
2804604	Oil		[74160] CARLSBAD;WOLFCAMP, EAST (GAS)

2014	0	0	0	0	0	0	0	0	N/A
2015	0	0	0	0	0	0	0	0	N/A
2016	0	0	0	0	0	0	0	0	N/A
2017	0	0	0	0	0	0	0	0	N/A
2018	0	0	0	0	0	0	0	0	N/A
2019	0	0	0	0	0	0	0	0	N/A
2020	0	0	0	0	0	0	0	0	N/A
2021	0	0	0	0	0	0	0	0	N/A
2025									
CARLSBAD;WOLFCAMP, EAST (GAS)									
Jan	0	1	0	1	0	0	0	0	0
Feb	0	1	0	1	0	0	0	0	0
Mar	0	1	0	1	0	0	0	0	0
Apr	0	1	0	1	0	0	0	0	0
May	0	1	0	1	0	0	0	0	0
Jun	0	1	0	1	0	0	0	0	0
Jul	0	1	0	1	0	0	0	0	0
Aug	0	1	0	1	0	0	0	0	0
Sep	0	1	0	1	0	0	0	0	0
Oct	0	1	0	1	0	0	0	0	0
Pool Total:	0	10	0	10	0	0	0	0	N/A
Annual Total:	0	10	0	10	0	0	0	0	N/A
Grand Total:	12,101	5,462,861	28,791	6,396	0	0	0	0	N/A

Transporters

Transporter	Product	Most Recent for Property
[147831] Lucid Artesia Company	Gas	10/2025

Points of Disposition

ID	Type	Description	Pool(s)
2804606	Water	[73960] CARLSBAD;MORROW, SOUTH (GAS), [74040] CARLSBAD;STRAWN (GAS), [74160] CARLSBAD;WOLFCAMP, EAST (GAS)	

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Producers 83 Rev. (5 Year Lease) 10-57

(FIVE YEAR PAID UP LEASE)
OIL AND GAS LEASE

Form 345
Hall-Pearbough Press
Roswell, New Mexico

THIS AGREEMENT made this 11th day of March 1969 between

EMMA LOUISE BELL, dealing in her sole and separate property,

Lessor (whether one or more), whose address is:

and DAVID J. SORENSON, P. O. Box 1453, Roswell, New Mexico, 88201,

Lessee, WITNESSETH:

1. Lessor in consideration of TEN AND OTHER Dollars

(10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and/or, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Eddy County, New Mexico, to-wit:

All of the Northeast One-quarter of the Northeast One-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, Township 22 South, Range 27 East of N.M.P.M., containing 40.00 acres, more or less.

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations and/or to the discovery, development or cessation at any time of production of oil or gas and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the well or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land, and sold, or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay or tender as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at annual intervals the sum of \$1.00 per acre, and if such payment is made or tendered, the lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities. Payment or tender of said shut-in gas royalty may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto on or before the date said payment is due. Lessee shall have free use of oil, gas, coal and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the New Mexico Oil Conservation Commission, or other lawful authority or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or lease upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit which includes all or a portion of the land covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument shall be considered as operations for drilling on or production of oil or gas from the pooled unit. The entire acreage covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled units. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In addition to the foregoing, Lessee at its option is hereby given the right and power from time to time to commit said land or any part or formation or mineral substance covered hereby to any cooperative or unit agreement or plan of development and operation, and to any modifications thereof, which have been approved by the New Mexico Oil Conservation Commission or other lawful governmental authority. In such event, the royalty payable to Lessor hereunder shall be computed and paid on the basis of the oil or gas allocated to such land under the terms of any such agreement or plan of operation, which basis shall be the same by which the royalty due the United States or the State of New Mexico is computed and paid. This lease shall not expire during the life of such agreement or plan and shall be subject to the terms thereof and said agreement or plan of operation shall be filed with the New Mexico Oil Conservation Commission, or other lawful authority, and Lessee shall record in the County in which the leased premises are situated, an instrument describing such agreement or plan of operation and reflecting the commitment thereto, and the same may be recorded either before or after the completion of wells.

5. If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed or record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the lease premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe-lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or revision of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessee considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil or gas in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas in paying quantities.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under said land less than a proportionate fee simple estate then the royalties to be paid Lessee shall be reduced proportionately. Should any one or more of the parties named as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority while so prevented Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF this instrument is executed on the date first above written.


DOUGLAS M. BOYLES
-LIC. CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
Lessor

My Commission Expires August 30, 1977.

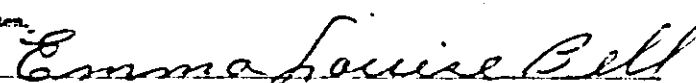

Emma Louise Bell
Lessee

EXHIBIT
2

993

INDIVIDUAL ACKNOWLEDGMENT

CALIFORNIA
STATE OF ~~NEW MEXICO~~ } ss.
County of Los Angeles

The foregoing instrument was acknowledged before me this 14th day of April
19 69 by Emma Louise Bell, dealing in her sole and separate property.

My commission expires August 30, 19 71

Dolores M. Boyles
DOLORES M. BOYLES
Notary Public - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires August 30, 1971

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO } ss.
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ President
of _____ corporation
on behalf of said corporation.

My Commission Expires: _____ Notary Public

INDIVIDUAL ACKNOWLEDGMENT

CALIFORNIA
STATE OF California } ss.
County of Los Angeles

The foregoing instrument was acknowledged before me this 14th day of April
19 69 by Dolores M. Boyles - Los Angeles, California
County of Los Angeles Dolores M. Boyles

My commission expires Aug 30, 19 71

Dolores M. Boyles
DOLORES M. BOYLES
Notary Public - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires August 30, 1971

INDEXED
Producers 88 Rev. (5 Year Lease) (10-57)

No. 84

Oil and Gas
Lease

FROM
Emma Louise Bell

TO

David J. Sorenson

Dated March 11, 19 69

No. Acres 40.00

Eddy County, N. M.

Term Five (5) years

This instrument was filed for record on the

17th day of April, 1969

at 11:30 o'clock A. M., and duly

recorded in Book 66, Page 992

of the Public records of this office.

Dolores M. Boyles
County Clerk

By David J. Sorenson, Deputy

When recorded return to

David J. Sorenson, P.O. Box 1453,

Roswell, New Mexico, 88201

698 PAGE 0145

IN THE MATTER OF EMMA LOUISE BELL

DECEASED

AFFIDAVIT OF HEIRSHIP

A. My name is ROMAN H. OHNEMUS. I am over the age of twenty-one years and I reside at 3033 CALLE FRONTERA, SAN CLEMENTE, CALIFORNIA 92673-3012.

B. I am acquainted with the family history of EMMA LOUISE BELL ("Decedent"), who died on 11/04/2005, 2005, in ORANGE County, CALIFORNIA (State) at the age of 87 years. The Decedent resided at 810 N. LOARA ST. #203, ORANGE County, CALIF. (State), at the time of death. To the best of my knowledge, Decedent left no will.

C. Please state Decedent's marital status at the time of death.

Circle one: Never Married Divorced Separated Widowed

D. Please list current spouse and all children born to or adopted by Decedent, regardless of whether they are now alive. If there are children of the Decedent who pre-deceased the Decedent, please list any of their children. If the Decedent had no children or spouse at the time of death then please list the parents and siblings of the Decedent. List all below.

Name	Age	Address	Living?	Date of Death	Relationship to Decedent?	Other Parent's Name
CHARLES R. BELL	71	810 N. LOARA ST. #203 ANAHEIM, CA 92801	YES		SON	

E. Briefly state type and length of your relationship with the Decedent BROTHER (AGES 85) ALL HER LIFE

Roman H. Ohnemus

Signature of Party filling out information above

STATE OF CA

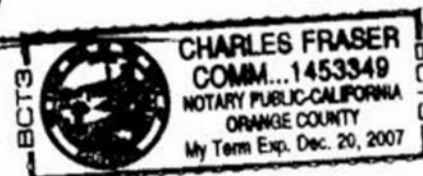
COUNTY OF ORANGE

This instrument was acknowledged before me on the 24 day of MAY, 2007 by ROMAN H. OHNEMUS

My commission expires: 12/23/2007

Notary Public

CS



**** PLEASE NOTE:** This affidavit must be recorded in ALL COUNTIES where the Decedent's property is located before OXY can complete the transfer to the Decedent's heirs**

CHARLES R BELL
810 N LOARA ST #203
ANAHEIM CA 92801-4211

698 PAGE 0146

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE

HEALTH CARE AGENCY

1200 N. MAIN STREET, SUITE 100-A

SANTA ANA, CA 92701

CERTIFICATE OF DEATH

3 2005 30 014587

1. NAME OF DECEASED - FIRST (Given)		2. MIDDLE		3. LAST (Surname)	
EDDY		LOUISE		BELL	
4. DATE OF BIRTH (Month/Day/Year)					
07/01/1918					
5. SEX					
F					
6. MARITAL STATUS (at time of death)					
WIDOW					
7. DATE OF DEATH (Month/Day/Year)					
11/04/2005					
8. HOUR (24 hours)					
0415					
9. DECEASED'S RACE					
WHITE					
10. US GRADUATE					
YES					
11. USUAL OCCUPATION - Type or work for which he or she did not use retired					
HOMEMAKER					
12. TYPE OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, professional agency, etc.)					
OWN HOME					
13. YEARS IN OCCUPATION					
45					
14. DECEASED'S RESIDENCE (house and number in house)					
810 N LOARA ST #203					
15. CITY					
ANAHEIM					
16. COUNTY/PROVINCE					
ORANGE					
17. ZIP CODE					
92801					
18. YEARS IN COUNTY					
30					
19. STATE/PROVINCE COUNTRY					
CA					
20. INFORMANT'S NAME, RELATIONSHIP					
CHARLES R BELL, SON					
21. INFORMANT'S ADDRESS (house and number in town, rural route, box or mail, state, ZIP)					
810 N LOARA ST #203 ANAHEIM CA 92801					
22. NAME OF SURVIVING SPOUSE - FIRST					
WILLIAM					
23. MIDDLE					
ORNEKUS					
24. LAST					
SHEPARD					
25. BIRTH STATE					
NM					
26. BIRTH STATE					
AR					
27. DATE OF DEATH					
11/14/2005					
28. PLACE OF FINAL DISPOSITION					
RES: CHARLES R BELL 810 N LOARA ST #203 ANAHEIM CA 92801					
29. TYPE OF DISPOSITION					
CR/RES					
30. NAME OF FUNERAL ESTABLISHMENT					
NEPTUNE SOCIETY ORANGE COUNTY					
31. LICENSE NUMBER					
FD 1305					
32. SIGNATURE OF LOCAL REGISTRAR					
Hedy Mayers, not					
33. DATE (Month/Day/Year)					
11/14/2005					
34. PLACE OF DEATH					
ANAHEIM MEMORIAL MEDICAL CENTER					
35. COUNTY					
ORANGE					
36. FACILITY ADDRESS OR LOCATION WHERE FOUND (house and number in building)					
1111 WEST LA PALMA AVE					
37. CITY					
ANAHEIM					
38. CAUSE OF DEATH					
CARDIORESPIRATORY ARREST					
39. SEPSIS SYNDROME					
40. PNEUMONIA					
41. ACUTE RENAL FAILURE					
42. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE (given in 38)					
43. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 42? (YES or NO)					
NO					
44. CERTIFY THAT TO THE BEST OF AN KNOWN DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSE STATED					
45. SIGNATURE AND TITLE OF CERTIFIER					
Steve Sitar, MD					
46. TYPE OF CERTIFICATE (HOUSEHOLD, BUSINESS, PROFESSIONAL, etc.)					
HOUSEHOLD					
47. DATE (Month/Day/Year)					
10/23/2005					
48. SIGNATURE AND TITLE OF CORONER-DEPUTY CORONER					
MARK S. HORTON, M.D.					
49. DATE (Month/Day/Year)					
11/03/2005					
50. TYPE OF DEATH (NATURAL, SUICIDE, ACCIDENT, HOMICIDE, etc.)					
NATURAL					
51. PLACE OF DEATH (e.g., home, institution, etc.)					
HOME					
52. DESCRIBE HOW DEATH OCCURRED (e.g., heart attack, stroke, etc.)					
53. LOCATION OF DEATH (e.g., street, house, etc.)					
54. SIGNATURE OF CORONER-DEPUTY CORONER					
55. DATE (Month/Day/Year)					
56. TYPE OF CORONER-DEPUTY CORONER					
57. HEALTH OFFICER					
58. HEALTH OFFICER					
59. HEALTH OFFICER					
60. HEALTH OFFICER					
61. HEALTH OFFICER					
62. HEALTH OFFICER					
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98. HEALTH OFFICER					
99. HEALTH OFFICER					
100. HEALTH OFFICER					

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS

DATE ISSUED

This is a true and exact reproduction of the document officially registered and placed on file in the office of the VITAL RECORDS SECTION, ORANGE COUNTY HEALTH CARE AGENCY

MARK S. HORTON, M.D.
HEALTH OFFICER
ORANGE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECEPTION NO: 0707311 STATE OF
NEW MEXICO, COUNTY OF EDDY
RECORDED 06/18/2007 9:14 AM
BOOK 0698 PAGE 0145 C. Cooke
DARLENE ROSPRIN, COUNTY CLERK

26

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

**IN THE CONSIDERATION OF THE FOLLOWING MATTER
BY THE OIL CONSERVATION COMMISSION:**

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

**OCD Case No. 25166
Order No. 23961
OCC Case No. 225694**

**APPLICATIONS OF ALPHA ENERGY
PARTNERS II, LLC, FOR COMPULSORY
POOLING, EDDY COUNTY, NEW MEXICO**

**OCD Case Nos. 25496 & 25495
Order Nos. 23989 & 23977
OCC Case Nos. 25695 & 25696**

AFFIDAVIT OF ROGER BECKER

I, Roger Becker, state and present this Affidavit under oath as being accurate and true to the best of my knowledge.

I am over 18 years of age, have personal knowledge of the matters in this affidavit, and am competent to address these matters.

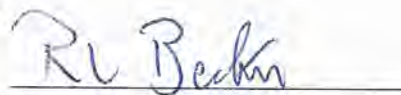
I am the President of Wildcat Energy LLC ("Wildcat") and have held this position for 24 years. I have been involved in the oil and gas industry for more than 45 years, and I am fully familiar with what constitutes a prudent operator acting in good faith pursuant to the customs and standards of the oil and gas industry.

On November 26, 2018, I executed an assignment of oil and gas leases ("Subject Leases") to American Energy Resources LLC ("AER"), owned by Jonathan Samaniego, as part of AER purchasing several non-producing wells, including the non-producing Saik #001 Well (API No. 30-015-20971) ("Saik Well"). Most of the Subject Leases are at least 50 years old or

older and all of them were executed and filed in the 1960s and 1970s. At the time they were executed and filed, they covered the N/2 of Section 17, Township 22 South, Range 27 East, NMPM, Eddy County, New Mexico, and were associated with the Saik Well. Their primary terms had expired long ago and the Saik Well ceased producing in 2008 and for 16 years thereafter. I have never paid shut-in royalty fees on these leases. There is every indication by the terms of the leases, the history of lack of production, and the standards of the oil and gas industry, that the Subject Leases, have expired and terminated by their own terms in relation to the Saik Well, which is a non-productive well consisting only of salvage equipment and materials.

I am fully aware of the standards and customs of the oil and gas industry can state that a prudent operator would never attempt to operate, recompleate or produce a non-producing well based on the current status and circumstances of the Subject Leases. As an operator myself, had I acquired a non-producing well such as the Saik Well, and wanted to produce the well, I would have entered into new leases with mineral owners on which to base production of the well. A prudent operator acquiring a non-producing well would review the history of production, the status of the leases, and the chain of title from the Subject Leases forward and note any constructive and actual notice of newer leases having been taken since the execution of the Subject Leases. To produce a well without taking such prudent measures would result in illegitimate and unauthorized production and transgressions such as trespass and conversion and certainly the violation of correlative rights and waste.

FURTHER AFFIANT SAYETH NAUGHT

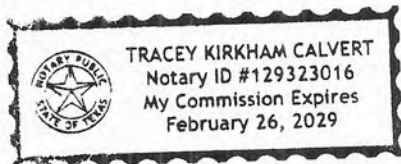
A handwritten signature in blue ink, appearing to read "R.L. Becker", is written over a horizontal line.

R.L. Becker

Subscribed to me this 20th day of October 2025.

Tracey Kirkham Calvert

Notary Public



OIL AND GAS LEASE

INDIVIDUAL OWNERSHIP

AGREEMENT, Made and entered into the 13th day of July 1948, by and between BEN WHEELER and Carrie WHEELER, his wife, of Carlsbad, New Mexico party of the first part, hereinafter called lessor, (whether one or more) and R. L. MARTIN party of the second part, hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of Ten Dollars and Other Valuable Considerations, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, an laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said product, all that certain tract of land situate in the County of Eddy State of New Mexico, described as follows, to-wit:

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 22 South, Range 27 East, N.M.P.M.
of Section --- Township --- Range --- and containing 40 acres, more or less.

It is agreed that this lease shall remain in force for -- term of five years from this date, and as long thereafter as oil or gas, either of them, is produced from said land by the lessee, and or if lessee shall commence drilling operations at any time while this lease is in force this lease shall remain in force and its terms shall continue so long as such operations continue with due diligence and if production results therefrom then as long as production continues.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor one-eighth, at the market price for the gas so used, for the gas from each well where gas only is found, while same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gas, one-eighth, at the market price for the gas so used, for the time during which such gas shall be used, said payment to be made Monthly.

If no well be commenced on said land on or before the 13th day of July 1949 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Carlsbad National Bank at Carlsbad, New Mexico or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of TWENTY and No/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in

And in the event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the owners.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail to make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 13th day of July 1948.

Ben Wheeler (Seal)

Carrie Wheeler (Seal)

R. L. Martin (Seal)

----- (Seal)

7/13/48
\$55

STATE OF NEW MEXICO,)
COUNTY OF EDDY) ss

On this 13th day of July, 19-- before me personally appeared BEN WHEELER AND Carrie WHEELER, his wife, and R. L. MARTIN to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their

Free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires Feb. 16, 1949

James W. Stagner

Notary Public

James W.
Stagner,
Notary
Public,
Eddy
County,
New Mexico

FILED FOR RECORD on the 9th day of November, A. D., 1948, at 11:20 o'clock A. M.

Floyd Nathan
Deputy

Mrs. R. A. Wilson
County Clerk

NEW MEXICO PRODUCERS 88

OIL AND GAS LEASE

INDIVIDUAL OWNERSHIP

AGREEMENT, Made and entered into the 12th day of July 1948 by and between MESTILO GINARTI and ESTHER GINARTI, his wife, of Carlsbad, New Mexico party of the first part, hereinafter called lessor, (whether one or more) and R. L. Martin party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten Dollars and Other Valuable Considerations, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, devised, leased and let and by these presents does grant, devise, lease and let unto the said lessee, for the sole and only purpose of drilling and operating for oil and gas, and laying pipe lines, and building tanks, towers, stations and structures thereon to produce, save and take care of said product, all that certain tract of land situate in the County of Eddy State of New Mexico, described as follows, to-wit:

The NW1/4 and Part of the SW1/4 described as follows: beginning at the Northeast corner of the SW1/4 of Section 15, Township 22 South, Range 27 East, N.M.P.M.; thence West along the Subdivision line 600 feet; thence south 36° 52' East 1000 feet to the East line of said SW1/4 of said Section; thence North along the east line of said subdivision 800 feet to the point of beginning.

of Section - - - - - Township - - - - - Range - - - - - and containing 45.5 acres, more or less.

It is agreed that this lease shall remain in force for term of five years from this date, and as long thereafter as oil or gas, either of them, is produced from said land by the lessee, and or if lessee shall commence drilling operations at any time while this lease is in force this lease shall remain in force and its terms shall continue so long as such operations continue with due diligence and if production results there-

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Producer's 88—(Producer's Revised 1965) (New Mexico) Form 342

Printed and for sale by Hall-Poorbaugh Press, Roswell, N.M.

OIL & GAS LEASE

THIS AGREEMENT made this 8th day of December 19 66, betweenBEN WHEELER and CAROLINE OHNEMUS WHEELER, husband and wife,Carlsbad, New Mexico

(Post Office Address)

DAVID J. SORENSON, P. O. Box 1453, Roswell, New Mexico

herein called lessor (whether one or more) and

lessee

1. Lessee, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessor herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the following described land in

Eddy

County, New Mexico, to-wit:

All of the Northeast One-quarter of the Northeast One-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of

Section 17, Township 22 South, Range 27 East of N.H.P.M.

For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 40.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of seven (7) years from this date (called "primary term"), and as long thereafter as oil or gas, is produced from said land or land with which said land is pooled.

3. The royalty to be paid by lessee shall be (a) one oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the well or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on or after the expiration of the primary term, the amount of the royalty realized from such sale, or and as to any time when this lease is not validated by the payment or tender, and so long as said shut-in royalty is paid or tendered, the shut-in royalty shall be paid or tendered, but gas and/or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance annual shut-in royalty equal to the amount of delay rentals provided for in this lease for the acreage then under this lease, and if such advance annual shut-in royalty is paid or tendered, the shut-in royalty shall be paid or tendered. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing, or be paid or tendered to the credit of such party or parties in the depository bank and in the manner hereinafter provided for the payment of rentals.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate

as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of \$ 40.00 which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payment

or tender may be made to the lessor or to the credit of the lessor in the American Bank of Carlsbad bank

Carlsbad, New Mexico

at Carlsbad, New Mexico, which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason shall fail or refuse to accept rental, lessee shall not be held in default under this lease, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or any lessor if more than one, on or before the rental paying date. Any timely payment or tender of rental or shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to the amount, or depository, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof by certified mail from lessor together with such instruments as are necessary to enable lessee to make proper payment.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or portion thereof with any other land, lease, leases, mineral estates or interests thereof for the protection of oil or gas. Units pooled hereunder shall not exceed the standard production unit fixed by law or by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells, drilling operations on or production from any part or portion of the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If prior to the discovery of oil or gas hereunder, lessee should drill and abandon a dry hole or holes hereunder, or if after discovery of oil or gas the production therefrom should cease for any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within 60 days thereafter and diligently prosecutes the same, or (if it be within the primary term) commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of three months from date of abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term or gas is not being produced but lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such operations are diligently prosecuted with no cessation of more than 60 consecutive days. If during the drilling or reworking of any well under this paragraph, lessee loses or loses the hole or well and after diligent efforts in good faith is unable to complete said operations then within 30 days after the abandonment of said operations lessee may commence another well and drill the same with due diligence. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stove and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns; but no change or division in the ownership of the land, or in the ownership of or right to receive rentals, royalties or payments, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee; and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessor's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may pay or tender any rentals, royalties or payments to the credit of the deceased or his estate in the depository bank until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall so comply or make such payments. Rentals as used in this paragraph shall also include shut-in royalty.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmental authority, then, while so prevented, lessee's duty shall be suspended, and lessee shall not be liable for failure to comply therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

10. Lessor hereby warrants and agrees to defend the title to said land, and agree that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under this paragraph, if this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, rental, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein, should any one or more of the parties named above as lessors fail to execute this lease. It shall nevertheless be binding upon the party or parties executing the same.

11. Lessor, his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, express or implied, of this agreement as to acreage so surrendered, and thereafter the rentals and shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Executed the day and year first above written:

Ben WheelerCaroline Ohnemus WheelerEXHIBIT
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STATE OF NEW MEXICO

County of EDDY

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this 8th day of December 1966 by Ben Wheeler and Caroline Chnemus Wheeler, husband and wife.

My Commission expires

July 29, 1967Notary Public in and for
Eddy County, New Mexico

STATE OF NEW MEXICO

County of

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____

My Commission expires

19____

Notary Public

STATE OF NEW MEXICO

County of

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____

My Commission expires

19____

Notary Public

STATE OF

County of

INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____

My Commission expires

19____

Notary Public

Form 542, Hightower Press, Bismarck, N. M.

By Carrie M. Starnes
Deputy

County Clerk

was duly recorded in Book 172 at Page 184A. D. 1966 at 9:46 o'clock P. M. andrecord on the 8th day of December

I hereby certify that this instrument was filed for

STATE OF NEW MEXICO

COUNTY OF Eddy

Term _____ County, New Mexico

No. of Acres _____

Section _____ Township _____ Range _____

Date _____ 19____

FROM _____ TO _____

OIL AND GAS LEASE

NEW MEXICO

No. _____

STATE OF NEW MEXICO

County of

CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____ President of _____ corporation on behalf of said corporation.

My Commission Expires

Notary Public

STATE OF

County of

CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____ President of _____ corporation on behalf of said corporation.

My Commission Expires

Notary Public

11/27/86

THIS PAGE LEFT BLANK BY ORDER
OF THE COUNTY CLERK.

776.

1 IN THE DISTRICT COURT OF EDDY COUNTY
 2 STATE OF NEW MEXICO
 3 IN THE MATTER OF THE ESTATE OF Y
 4 BEN ACEY WHEELER, deceased. X No. PB-80-40

5 INSTRUMENT OF DISTRIBUTION
 6

7 The undersigned Personal Representative, in order to make
 8 distribution of the property of this estate in compliance with
 9 Chapter 45, NMSA 1978, relating to decedent's estate, hereby
 10 assigns, transfers and releases to Dorothy S. Wheeler; Barbara K.
 11 Beasley; Constance Irene Hood and Gary Bennett Wheeler, distributees
 12 of the estate, all right, title and interest of the decedent in the
 13 following described property:

14 An undivided one-fourth interest each in the following
 15 described property:

16 One-fifth of all minerals and an un-
 17 divided one-eighth interest in the sur-
 18 face of

19 NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 22 South, Range
 20 27 East, NMPM, Eddy County, New Mexico.

21 One-fifth interest in surface of:

22 SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, Township 22 South, Range 27
 23 East, NMPM, Eddy County, New Mexico;

24 Lot 2, Block B, Livingston Wheeler Addition
 25 to the City of Carlsbad, Eddy County, New Mexico

26 One-tenth interest in surface of:

27 Lots 11 & 13, Block 100, Stevens Section Addition to
 28 City of Carlsbad, New Mexico;

29 All surface estate of:

30 Beginning at a point 880 feet South of the Northwest
 31 corner of Section 16, Township 22 South, Range 27 East,
 32 NMPM, Eddy County, New Mexico; thence South 660 feet; thence
 West 440 feet; thence North 660 feet to the point of begin-
 ning; together with an 8 foot easement along the East side
 of the tract herein described.

DATED this 10th day of December, 1980.

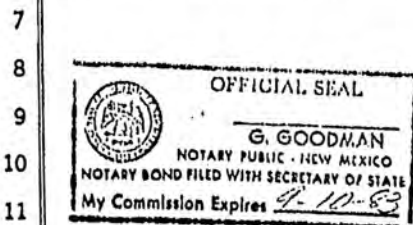
Dorothy S. Wheeler
 DOROTHY S. WHEELER
 Personal Representative
 1501 Howard Street
 Carlsbad, New Mexico 88220

EXHIBIT
 7

777

1 STATE OF NEW MEXICO
 2 COUNTY OF EDDY ss.

3 The foregoing instrument was acknowledged before me this 10th
 4 day of December, 1980 by Dorothy S. Wheeler, Personal Representa-
 5 tive of the estate of Ben Acey Wheeler, deceased, for the purposes
 6 and consideration therein expressed.



G. Goodman
 NOTARY PUBLIC

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STATE OF NEW MEXICO } ss.
 County of Eddy
 FILED DEC 18 1980 FOR RECORD
 at 10:35 o'clock A.M. and was duly
 recorded in Book 246 of Records of
 Deeds Pages 776
 Geraldine Mahaffey, County Clerk
 Rhina Ferguson Deputy

AER Payee	Status	Date	Instrument
Cristin Aranda	Deceased	3/6/2016	AOH (1129/1085)
John Brown			
Johnny Adams	Deceased	10/7/2016	Googled
Addie Elizabeth Turner	Deceased	1990	PB-90-65-W
Rafael P. Castillo	Deceased	12/5/2008	Googled
Emma Louise Bell	Deceased	11/4/2005	AOH (698/145)
Cora S. Glaze	Deceased	6/6/1905	AOH (238/189)
Forrest H. Carlton			
Richard Tilton	Deceased	2/25/2014	Googled
Lucia O. Tovar			
Donald Ray Coburn			
Joe Marshall Puckett			
Belen Guerra	Deceased	3/26/2022	Googled
Jesse L. Greene	Deceased	8/10/2011	Googled
Ben Wheeler	Deceased	3/21/1980	DoD (246/776)
Russell Lynn Hoyle	Deceased	9/26/2013	PR Deed (1087/1204)
William B. Hunt	Deceased	7/12/1996	Death Cert (293/805)
Daniel B. Lopez Jr.			
W.E. McAteer	Deceased	2/11/1993	Death Cert (180/376)
Manuel Madrid	Deceased	6/10/2008	Affidavit of Surviving Spouse (766/274)
Manuel Elizondo	Deceased	1983	DoD (257/180)
Larue Harper	Deceased	11/22/2001	Death Cert (690/1081)
Angel F. Galindo	Deceased	10/20/1995	Death Cert (233/567)
WM Adair Gossett	Deceased		Previously the Mayor of Carlsbad
Nany Little Province	Deceased	9/16/1996	AOH (535/788)
Edwin Jolley Little	Deceased	10/3/1981	Probate (1189/278)
Pete G. Tovar			
Leona Davis Porter	Deceased	7/7/1988	Googled
Pablo F. Ortega			
Fred Ybaben			
Frank H. Ramirez	Deceased	7/2/2020	Affidavit of Death (1145/883)
Lino M. Rodriguez	Deceased	April 2004	AOH (971/371)
Solomon Soto	Deceased	5/17/2018	Googled
Charles L. Stark			
Antonio P. Medrano	Deceased	11/24/2020	Googled
Manuel Nieto	Deceased	2/16/1991	Death Cert (110/778)
Yrene Medrano	Deceased	2/19/2000	Death Cert (405/1024)
Alfonso B. Molinar	Deceased	9/21/2010	Googled

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

IN THE MATTER AND CONSIDERATION OF:

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

**OCD CASE NO. 25166
OCC CASE NO. 25694
ORDER NO. 23961**

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

**OCD CASE NO. 25495
OCC CASE NO. 25696
ORDER NO. 23977**

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

**OCD CASE NO. 25496
OCC CASE NO. 25695
ORDER NO. 23989**

SELF-AFFIRMED STATEMENT OF JOHN COFFMAN

I, John Coffman, state and affirm the following:

1. I am over the age of eighteen years and have the capacity to execute this Statement, which is based on my personal knowledge.
2. I am employed as a Landman with Alpha Energy Partners II, LLC (“Alpha”), affiliate successor in interest to Alpha Energy Partners, LLC, and I am familiar with the subject application and the lands involved.
3. I graduated from Texas Tech University with a bachelor’s degree in business (Energy Commerce) in 2018. I have worked at Alpha for approximately 2 years, and I have been

working in New Mexico for 8 years. My credentials as a petroleum landman have been accepted by the New Mexico Oil Conservation Division (“Division”) and made a matter of record.

4. I conducted a good-faith review of the records in Eddy County, New Mexico, that pertain to the Subject Lands in the above-referenced cases, which is an essential part of the good-faith acts of due diligence that is expected from a prudent operator before making claims of ownership to the Division and Commission. My review of the records showed that 28 of the 39 persons listed on the checks dated February 28, 2025, presented to the Commission by American Energy Resources, LLC (“AER”) are deceased and therefore not the persons “entitled” to receive shut-in payments under the plain language of AER’s leases, as shown in Exhibit 8 attached to the Alpha’s Motion. I also confirmed that AER’s leases have a 90-day deadline after being shut-in for making such payments. Finding this information in the records took only about an hour of my time and is the kind of “good-faith” due diligence expected to be performed by any party who presents itself to the Division and the Oil Conservation Commission as a prudent operator in the oil and gas industry.

Signature page of Self-Affirmed Statement of John Coffman:

I understand that this Self-Affirmed Statement will be used as written testimony before the Division in Case Nos. 25694, 25695 and 25696, and affirm that my testimony herein is true and correct, to the best of my knowledge and belief, and made under penalty of perjury under the laws of the State of New Mexico.



John Coffman

November 25, 2025

Date Signed