# STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and Tisha Schuller, dba Adamantine Energy (Contractor), and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

# IT IS AGREED BETWEEN THE PARTIES:

## 1. Scope of Work.

Contractor shall perform the following work: Assist the EMNRD, Oil Conservation Division (OCD) with developing and supporting the adoption of rules to regulate the venting and flaring of gas at oil and gas facilities.

# A. Research and Planning

Review existing New Mexico rules.

Interview OCD Director Sandoval.

Draft and review response to "instant survey" question for the Interstate Oil and Gas Compact Commission (IOGCC) re: state venting and flaring (VF) rules.

Attend May 19, 2020 Methane Advisory Panel (MAP) meeting.

Research, review, and compare other states' VF rules.

Review third-party VF resources, including MAP technical report, methane guiding principles from <a href="https://methaneguidingprinciples.org/">https://methaneguidingprinciples.org/</a>. One Future, United States Environmental Protection Agency (EPA), and Climate and Clean Air Coalition Oil and Gas Methane Partnership.

Participate in conference calls with OCD.

### B. Draft Rule

Draft initial rules for:

data collection on volumes of gas intentionally flared or vented; gas capture plans (including gas capture targets); and venting and flaring restrictions for exploration and production, and midstream and pipeline operations.

Participate in coordination meetings with OCD and the New Mexico Environment Department (NMED).

Participate in conference calls with OCD.

Submit draft rules electronically to OCD in Word or Word compatible format.

# C. Stakeholder Engagement

Support OCD development of stakeholder process.

Participate remotely in stakeholder meetings.

Participate in coordination meetings with OCD and NMED.

Participate in conference calls with OCD.

## D. Proposed Rules

Identify key issues raised by stakeholders including the oil and gas industry, environmental organization, and the public.

Revise draft rules in response to stakeholder input.

Participate in coordination meetings with OCD and NMED.

Destinate in conformac calls with OCD

Participate in conference calls with OCD.

## E. Testimony and Exhibits

Develop testimony and exhibits to support proposed rules in consultation with OCD.

Develop high level economic overview of proposed rules in consultation with OCD.

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Review prehearing statements.

Participate in stakeholder meetings as applicable.

Participate in conference calls with OCD.

## F. Hearing

Present testimony at Oil Conservation Commission hearing.

#### G. Post-Hearing Consultation

Consult with OCD during preparation of post-hearing pleadings. Participate in conference calls with OCD.

### 2. Compensation.

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed two hundred forty-four thousand eight hundred dollars (\$244,800.00), which amount includes New Mexico gross receipts taxes and travel pursuant to paragraphs C and D of this section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Deliverable	Amount	Due Date
Summary of research	\$27,200	June 15, 2020
Draft rules	\$81,600	June 30, 2020
Participate in stakeholder meetings	\$10,900	July 31, 2020
Proposed rules	\$24,500	August 28, 2020
Testimony and exhibits	\$54,400	November 15, 2020
Hearing testimony	\$40,800	December 15, 2020
Post-hearing consultation	\$5,400	January 15, 2021

In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment in FY21 is subject to availability of funds pursuant to Section 5, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to Section 1, Scope of Work, and to approval by GSD/SPD. EMNRD must receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.
- C. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 *et seq.*, as implemented by the current Department of Finance and Administration rule and the current EMNRD Travel Policy.
- D. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement.
- E. Contractor must submit detailed statements accounting for all services performed, and expenses incurred. If EMNRD finds that the statement, services, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, EMNRD shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, or expenses, and outlining steps Contractor may take to provide remedial action. Upon certification by EMNRD that the statement, supporting documentation, services, or expenses have been received and accepted, EMNRD shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

## 3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GASD/SPD CONTRACTS REVIEW BUREAU. This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Section 4, Termination, or Section 5, Appropriations. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

## 4. Termination.

A. <u>Grounds</u>. EMNRD may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon EMNRD's uncured, material breach of this Agreement.

## B. Notice: EMNRD Opportunity to Cure.

- 1) Except as otherwise provided in Section 4(B)(3), EMNRD shall give Contractor written notice of termination at least 30 days prior to the intended date of termination.
- 2) Contractor shall give EMNRD written notice of termination at least 30 days prior to the intended date of termination, which notice shall (i) identify all EMNRD's material breaches of this Agreement upon which the termination is based and (ii) state what EMNRD must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if EMNRD does not cure all material breaches within the 30 day notice period or (ii) in the case of material breaches that cannot be cured within 30 days, EMNRD does not, within the 30 day notice period, notify Contractor of EMNRD's intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by EMNRD; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Section 5, Appropriation, of this Agreement or (iv) this Agreement is terminated pursuant to Section 12, Conflict of Interest; Governmental Conduct Act, Paragraph C, of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, EMNRD's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within 30 days of receiving or sending

the notice of termination. This provision is not exclusive and does not waive EMNRD's other legal rights and remedies caused by Contractor's default/breach of this Agreement.

- D. <u>Termination Management</u>. Immediately upon receipt by either EMNRD or Contractor of notice of termination of this Agreement, Contractor shall:
- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without EMNRD's written approval;
- 2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as EMNRD shall direct for the protection, preservation, retention or transfer of all property titled to EMNRD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of EMNRD upon termination and shall be submitted to EMNRD as soon as practicable.

## 5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If EMNRD proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within 30 days of receipt of the proposed amendment.

#### 6. Status of Contractor.

Contractor and its subcontractors, agents, and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor may not, does not have the authority to, and agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

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## 7. Assignment.

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

### 8. Subcontracting.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of EMNRD. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from EMNRD.

### 9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

### 10. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential by Contractor and shall not be made available to any individual or organization by Contractor without EMNRD's prior written approval.

#### 11. Product of Service -- Copyright.

All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

#### 12. Conflict of Interest; Governmental Conduct Act.

- A. Contractor represents and warrants that Contractor presently has no interest and, during this Agreement's term, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. Contractor further represents and warrants that Contractor has complied with, and, during this Agreement's term, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through 10-16-18. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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- 1) in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any EMNRD employee while such employee was or is employed by EMNRD and participating directly or indirectly in EMNRD's contracting process;
- this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the state; (ii) Contractor is not a member of the family of a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the state, a member of the family of a public officer or employee of the state, or a business in which a public officer or employee of the state or the family of a public officer or employee of the state has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in EMNRD's making this Agreement;
- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
- 5) in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 6) in accordance with NMSA 1978, § 10-16-3(D) and § 10-16-13, Contractor has not contributed, and during this Agreement's term shall not contribute, anything of value to a public officer or employee of EMNRD.
- C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which EMNRD relied when EMNRD and Contractor entered into this Agreement. Contractor shall provide immediate written notice to EMNRD if, at any time during this Agreement's term, Contractor learns that Contractor's representations and warranties in Paragraphs A and

B of this Section 12 were erroneous on this Agreement's effective date or have become erroneous by reason of new or changed circumstances occurring after this Agreement's effective date. If EMNRD later determines that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on this Agreement's effective date, or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to EMNRD and notwithstanding anything in this Agreement to the contrary, EMNRD may immediately terminate this Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section 12.

## 13. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

### 14. Merger.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 15. Penalties for Violation of Law.

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### 16. Equal Opportunity Compliance.

Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

### 17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of this Agreement's terms.

## 18. Records and Financial Audit.

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. In EMNRD's, GSD/SPD's, or the State Auditor's sole discretion, the periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

### 19. Indemnification.

Contractor shall defend, indemnify, and hold harmless EMNRD, its officers, employees, agents, and representatives, and the State of New Mexico from all actions. proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of Contractor, Contractor's officers, employees, servants, subcontractors, consultants, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor, Contractor's officers, agents, employees, servants, consultants, or subcontractors thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, Contractor's officers, employees, servants, subcontractors, consultants, or agents, shall, as soon as practicable but no later than four days after it receives notice thereof, notify EMNRD's legal counsel, and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq.

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## 20. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six -month period during the term of the contract, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for this Agreement's term, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed \$250,000 dollars.

- B. Contractor agrees to maintain a record of the number of employees who have:
  - 1) accepted health insurance;
- 2) declined health insurance due to other health insurance coverage already in place; or
  - 3) declined health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of state publicly financed health care coverage programs.

### 21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable, unless failing to give effect to such term or condition defeats the purpose of this Agreement.

#### 22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### 23. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its e-mail address, mailing address, or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by written notice to the

other given by courier, by United States certified or registered mail, by facsimile, or by e-mail or by other telecommunication device capable of creating a written record of such notice and its receipt.

### To EMNRD:

Gabriel Wade, Deputy Director
Oil Conservation Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Tel. (505) 476-3381

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To Contractor:

Matt Lepore
720-660-4860
Matt.lepore@insightenergylaw.com
604 W. Longview Ave, Littleton, CO 80120

To Risk Management Division:

Risk Management Division General Services Department P.O. Drawer 26100 Santa Fe, NM 87502-0110

## 24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on Contractor's behalf and Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding agreement.

#### 25. Acknowledgement.

Contractor acknowledges EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

## 26. Attorneys' Fees and Costs.

Contractor agrees that if Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from Contractor reasonable attorneys' fees and costs in connection with pre-litigation enforcement efforts, litigation brought to obtain such judicial determination, or any appeal of such determination, and to collect any judgment.

## 27. Minimum Wage Rate.

If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

## 28. Compliance with Funding Source Conditions.

Contractor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of funding pursuant to this Agreement.

### 29. Insurance.

- A. Contractor certifies that, by signing this Agreement, to have in place and agrees to maintain for this Agreement's term, the following policy or policies of insurance providing:
- 1) Workers' Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, §§ 52-1-1 et seq., if applicable. Employer's liability: \$100,000.00. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.
- 2) Comprehensive general liability protection (including endorsements providing broad form property damage, personal injury coverage, and contractual assumption of liability for all liability Contractor has assumed under this Agreement or any amendment thereto), pursuant to NMSA 1978, § 41-4-19, as may be amended from time to time. Limits shall not be less than the following:
  - a. bodily injury: \$1,000,000.00 per person/\$1,000,000.00 per occurrence;
  - b. property damage or combined single limit coverage: \$1,000,000.00;
  - c. automobile liability (including non-owned automobile coverage): \$1,000,000.00; and

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d. umbrella: \$1,000,000.00.

Such policy or policies shall name the State of New Mexico and EMNRD as additional insured and shall specifically state the coverage provide under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

- 3) Comprehensive performance liability protection covering contractual liability that may arise under this Agreement and any amendment hereto. Such policy or policies shall name the State of New Mexico and EMNRD as additional insured and shall specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
- 4) Professional liability insurance covering Contractor's negligent acts, errors, or omissions.
- B. Contractor shall provide EMNRD with a copy of the insurance certificate within 10 days of Agreement effective date. At EMNRD's request, Contractor shall also provide EMNRD with a copy of the insurance policy, or relevant portions thereof. Contractor shall notify EMNRD 30 days before cancellation or expiration of any required Workers' Compensation or comprehensive liability insurance or professional liability insurance.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: Cabinet Secretary or Designee	Date: 5//3/20	gilliogish de associati a gh. shipper can a shira shi shipper can shira sh
By: A Cola Legal Counsel - Certifying legal sufficiency	Date: <u>5/12/2020</u>	TT MANAGEMENT - WHITE MET CONTROL OF THE SECRET OF
By: Chief Financial Officer	Date: <u>3/3/222</u>	Managari pelajasi ili Kotzuro-Associare di Ligoria i
ADAMANTINE ENERGY	Programme of the state of	
By: Tiska Schullar Authorized Representative Signature	5 - / Date: 5-1	2-20
Tisha Schuller, Principal Printed Name and Title	nadadakkannan sala ( - a - angara shinkala kirina a ka panga kanakanaka 1914 silika kira gara ar Gibi na gabakka karanan sala sala sala shinkala	
This Agreement has been approved by the GSD/SPD Contracts Review Burea  By Date: 5/20/20		
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: Cabinet Secretary or Designee	Date: 5/.13/20
By: Ahad Scole Legal Counsel - Certifying legal sufficiency	Date: 5/12/2020
By: // Chief Financial Officer	Date: <u>3/3/2029</u>
ADAMANTINE ENERGY	the company of the Box
By: Tiska Schuller Authorized Representative Signature	Date: 5-12-20
Tisha Schuller, Principal Printed Name and Title	
This Agreement has been approved by the	GSD/SPD Contracts Review Bureau
By: CSD/SDD Contracts Review Bureau	Date:

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The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

I.D. No.: <u>03-524443-00-7</u> (must be 11 digits long)

By: Ann. Maria Lucara

Date: 5/12/2020

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract

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