

OCD Permitting Note:
Document filed by Jonathan Samaniego on
1/16/2025 as an Exhibit to Case 24517

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF NEW MEXICO }
COUNTY OF EDDY }

THIS Assignment, Bill of sale and Conveyance, Effective Date as of 7:00 a.m. Local time, the 26th day of November, 2018, is by and between **Wildcat Energy LLC** a Texas corporation, with its principal office at P.O. BOX 13323, ODESSA, T.X. 79768, (hereinafter referred to as "Assignor"), and **American Energy Resources LLC** a New Mexico Company (hereinafter referred to as "Assignee").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of certain undivided interests in the oil, gas and mineral leasehold interests and other property and interests described in Exhibit "A" attached hereto, and made a part hereof (said leasehold interests and other property and interests described in Exhibit "A" hereto being sometimes collectively referred to herein as the "Properties");and,

THAT, ASSIGNOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the leasehold interests described in Exhibit "A", together with all of ASSIGNOR'S property and rights incident thereto, and included all of ASSIGNOR'S rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way related thereto, and included pooled and unitized areas, and other interests and lands to which they pertain; and all ASSIGNOR'S undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging and all severed crude oil, natural gas, casing head gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the property described in Exhibit "A" and sold on or after the Effective Date (collectively, the "Hydrocarbons").

TO HAVE AND TO HOLD the interests assigned hereby (the " interests") unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

ASSIGNOR hereby agrees to warrant and defend the Interests assigned hereby unto said ASSIGNEE, its successors and assigns, against lawful claims and demands of all persons whomsoever claiming, or to claim, by, through or under ASSIGNOR only, but not otherwise.

ASSIGNOR warrants that, at the time of closing, to the best of ASSIGNOR'S knowledge and belief, the Interests will be free and clear of all liens, encumbrances and debts and are not now subject to any litigation or adverse claim, except for (i) operators' and working interest owners' liens and security interests created under operating agreements and (ii) undetermined or inchoate liens and charges constituting and securing the payment or costs incident to the development, production or operation of the Properties.

To the extent the Interests assigned hereby constitute personal property, equipment or fixtures, such property is assigned to ASSIGNEE "AS IS", WHERE IS" and without any warranty or representation of any kind or character, either express implied. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO MOVABLE OR PERSONAL PROPERTY AND FIXTURES AND ASSIGNEE HEREBY WAIVES ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIAL. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNOR may now or hereinafter have or hold.

This Assignment, Bill of Sale and Conveyance is made and accepted subject to the following defined "Permitted Encumbrances", which shall mean any of the following matters:

- (I) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents (A) that create or reserve to ASSIGNOR its interests in any of the Properties or (B) that are listed in this Assignment or in any schedule or exhibit to this Assignment;
- (ii) any (A) undetermined or inchoate liens or charges constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production, or operation of the Properties for the purpose of developing, producing or processing Hydrocarbons therefrom or therein and (B) materialman's,



mechanic's, repairman's, employees', contractors', operator' or similar liens or charges for liquidated amounts arising in the ordinary course of business;

- (iii) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;
- (iv) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental or for compliance with the terms of the Interests;
- (v) any obligations or duties affecting the Interests to any municipality or public authority with respect to any franchise, grant, license, or permit, and applicable laws, rules and orders of governmental authority;
- (vi) (A) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, fishing, logging, canals, ditches, reservoirs, or the like, or (B) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-ways, on, over, or in respect of property owned or leased by ASSIGNOR or over which ASSIGNOR owns right-of-ways, easements, permits, or licenses, to the extent such matters, individually or in the aggregate, do not interfere materially with oil and gas operations on the Interests;
- (vii) all lessors' royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens;
- (viii) preferential rights to purchase and required third party consents to assignments and similar agreements (A) that are not applicable to the sale provided by this Assignment or (B) with respect to which waivers or consents have been obtained from the appropriate parties with respect to the sale provided by this Assignment;
- (ix) all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of oil and gas leases or interests therein if the same are customarily obtained contemporaneously with or subsequent to such sale or conveyance;
- (x) production sales contracts, division orders contracts for sale, purchase, exchange, refining, or processing of hydrocarbons, unitization and pooling designations, declaration, orders and agreements, operating agreements, agreements of development, area of mutual interest agreements, gas balancing or deferred production agreements, processing agreements, plant agreements, pipeline, gathering and transportation agreements, injection, repressuring and recycling agreements, carbon dioxide purchase or sale agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, and other agreements which are customary in the oil, gas and other mineral exploration, development or extraction business or in the business or processing of gas and gas condensate production for the extraction of products therefrom.

By ASSIGNEE'S acceptance of this Assignment, ASSIGNEE assumes and agrees to keep and perform the obligations of ASSIGNOR (to the extent the same are binding upon ASSIGNOR) under the Permitted Encumbrances which accrue from and after this Effective Date.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR'S interest only, to plug and abandon the wells located on said property and leases, and to restore all surface locations, in compliance with the rules and regulations now and hereafter effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

All of the provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one assignment.

EXECUTED this 26th day of November, 2018, Effective Date as of 7:00 a.m. Local time on the date above first written.

ASSIGNOR:
Wildcat Energy LLC

Witness: 

By: 

Title: President

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT, BILL OF
SALE AND CONVEYANCE, effective May 1, 2000.

STATE: NEW MEXICO
COUNTY: EDDY
WELL NAME: RIO PENASCO KD #3
LOCATION: S11,T19S,R25E

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>Recording Data</u>		<u>Description of Property</u>	<u>Footnote</u>
			<u>Book/Page</u>			
Bonnie Morrison	Robert Byron	08-17-77	150/375		SWSW Section 2-19S-25E	1,2
NM Military Institute	Robert Byron	09-28-77	151/591		SWSW Section 2-19S-25E	1,2
Boy Scouts of America	Robert Byron	09-28-77	152/781		NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592		NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2

FOOTNOTE REFERENCES:

- 1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company et al (Non-Operators), called the Rio Penasco WI Unit.
- 2) Subject to Communitization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company et al (Non-Operators) covering N/2, Section 2.

ASSIGNEE:

American Energy Resources LLC

Witness: JP Samaniego

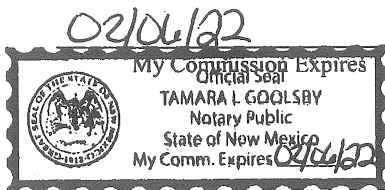
President _____

By: [Signature]
Title: Owner

ACKNOWLEDGMENTS

STATE OF New Mexico
COUNTY OF Lea

This instrument was acknowledged before me on November 26th, 2018,
By Roger Becker President of Wildcat Energy LLC



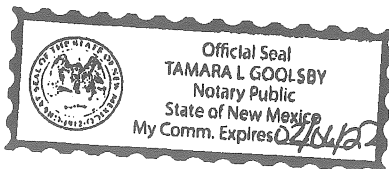
[Signature]
Notary Public

ACKNOWLEDGMENTS

STATE OF New Mexico
COUNTY OF Lea

This instrument was acknowledged before me on November 26th, 2018,
By Jonathan Samaniego President of American Energy Resources LLC

02/06/22
My Commission Expires



[Signature]
Notary Public