

Document submitted to OCD by  
Jonathan Samaniego on 1/22/25  
for Case 25050

**OIL AND GAS LEASE**

Agreement, made and entered into the 22 day of January 2025 by and between BLACKGOLD DEVELOPERS LLC, a New Mexico Limited Liability Company, whose mailing address is P.O. BOX 114 Hagerman, NM 88232, herein after called Lessor (whether one or more), and AMERICAN ENERGY RESOURCES LLC, a New Mexico Limited Liability Company, whose address is P.O. BOX 114 Hagerman, NM 88232, herein after called Lessee:

WITNESSETH: That the said Lessor for and in consideration of Ten and No/100 Dollars cash in hand paid, the receipt of which of which is hereby, acknowledged, and of the covenants and agreements hereinafter contained on 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 exploring by geophysical and other methods, mining and operating, for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Eddy, State of New Mexico, described as follows, to-wit:

**Section 6 - Township 22 South - Range 27 East**

**THE EAST 47.6 FEET OF LOT F, BLOCK 131 RIVERVIEW TERRANCE**

**LOT O, BLOCK 131 RIVERVIEW TERRANCE**

Of Section 6 Township 22 South Range 27 East and containing 4 acres, more or less,

It is agreed that this lease shall remain in force for a term of 3 years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee, or from land pooled herewith.

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

1. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal part 25% of all oil produced and saved from the leased premises.
2. To pay lessee for gas, oil , of whatsoever nature of kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, 25% , at the market price at the well for the gas or oil sold, used off the premises, or in the manufacture of products, there from, provided that on gas or oil sold at the well the royalty shall be 25% of the amount realized from such sale, said payments to be paid monthly.

Where gas or oil from a well producing gas or oil only is not sold or used, Lessee may pay or tender as royalty (\$1.00) dollar per month per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas or oil is being produced within the meaning of the preceding paragraph.

The term "gas from a well producing gas only" shall be construed as a well capable of producing gas and/ or condensate and/ or other gaseous substance in commercial quantities and the term "gas" shall be construed include any such substances.



This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the terms of years first mentioned.

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

Lessor interest estate in this tract is 4 acres minerals, more or less,

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

When requested by lessor, lessee shall bury lessee's pipelines below plow depth.

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 here shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land, or assignments of royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title derailing title from lessor.

Lessee may at anytime 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.

All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lease held liable in damages, for failure to comply therewith, if compliance is prevented by or if such failure is the result of, any such law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described.

Lessee, as its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases. When in lessee's judgment it is necessary or advisable to do so in order to properly developer and operate said lease premises so as to promote the conservation of oil, gas, and other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units. The entire acreage so pooled into a tract or until shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if were included in the lease. If

