

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

FOR THE CONSIDERATION OF:  
APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO

CASE NO. 24674  
ORDER NO. R-21104-F

APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO

CASE NO. 25137  
AMENDED CASE NO. 24837  
OCDER NO. R-23748

APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO

CASE NO. 22536  
ORDER NO. R-21123-C

APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO

CASE NO. 24963  
AMENDED CASE NO. 25233  
ORDER NO. R-21096-F

APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO

CASE NO. 26060

RESPONSE AND OBJECTION TO HEARING EXAMINER ORDER GRANTING IN PART AND  
DENYING IN PART PERMIAN RESOURCES OPERATING, LLC'S MOTION TO DISMISS

American Energy Resources, LLC ("American") hereby submits this response and objection to Permian Resources Operating, LLC's ("Permian") and NMOCD Hearing Examiner

Gregory Chakilian Order granting in Part and Denying in Part Permian Resources Operating, LLC's Motion to Dismiss response to American's Response to Permian's motion to dismiss "Application for Reopening and Motion Requesting Joinder of Claims." American's Application for Reopening and Motion Requesting Joinder of Claims and Motions as requests should be granted and not dismissed for the following reasons:

Permian already acknowledged American ownership through emailed instructions as evidence for CASE NO. 25137 and AMENDED CASE NO. 24837 and OCDER NO. R-23748, CASE NO. 24674 and ORDER NO. R-21104-F, CASE NO. 22536 and ORDER NO. R-21123-C, CASE NO. 24963 and AMENDED CASE NO. 25233 and ORDER NO. R-21096-F.

- 1) All mentioned cases above, Permian through emailed instructions documents and ownership that in fact acknowledge and list American ownership that is effected by all mentioned cases above.
- 2) Permian acknowledged American is a Mineral owner to the subject lands presented by American in subject matter as Exhibits.
- 3) Permian land team was incompetent or in fact mislead their Counsel and once again has continued to waste NMOCD resources and American resources defending baseless frivolous motions.

#### 1. AMERICAN HAS STANDING AND A PROTECTABLE INTEREST

Permian's own emailed instructions admits that American Energy Resources LLC owns a mineral interest in the Barney and Betty development Order no. R-21104-F in Case No. 24674, and Water Buffalo development Order No. R-23748 in Case No. 25137 and Amended Case no. 24837, and Barney or Betty development Order No. R-21123-C in Case No. 22536, and Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233, but failed to recognize American working interest and participating rights in the Barney and Betty development Order no. R-21104-F in Case No. 24674, and Water Buffalo development Order No. R-23748 in Case No. 25137 and Amended Case no. 24837, and Barney or Betty development Order No. R-21123-C in Case No. 22536, and Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233.

American presents its mineral ownership and leaseholds rights with rights to participate In Permian's subject development plans and listed above and in the Exhibits attached.

(See Exhibits A, B, C, D)

The emailed instructions further confirms that American Energy Resources LLC is an owner of interest in the all the mentioned cases.

(See Exhibit E)

## 2. FINDINGS OF FACT

### A. Ownership and Affected-Party Status

- 1) The Hearing Examiner Gregory Chakilian ruling was incompetent or premature and negligent in nature and in fact failed to have the required hearings over such fragile matters of protecting correlative rights as his charged obligated duties require of him to do.
- 2) The record establishes that American Energy Resources LLC, holds a mineral and working interest with rights to participate in wells and the pooled units governed by the Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Water Buffalo development Order No. R-23748 in Case No. 25137 and Amended Case no. 24837, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233.
- 3) Permian also asserts, and the evidence presented by American, proves Permian failed to be honest with the Division and instead manipulated and contorted proceedings matters to mislead the Division to attempt to swindle the true owner American from its fair share of production and rights to production and proceeds of the subject lands and wells and units and in fact American holds a mineral and working interest with rights to participate in Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Water Buffalo development Order No. R-23748 in Case No. 25137 and Amended Case no. 24837, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233.
- 4) As to the remaining cases as to the Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233, as listed in the Hearing Examiners Order and Permian's Motion to Dismiss, the record by evidence presented by American in fact establishes that American holds an ownership interest and was an affected party entitled to notice and in Permian's Motion to Dismiss, the record failed and does not establish that American does not own ownership interest and was not otherwise an affected party entitled to notice.

Which by evidence presented by American proves that Permian through its Counsel flat out lied to the Division and abused the Hearing Process.

B. Notice in Case No. 25137

- 1) Permian supposedly certified-mail notice in Case No. 25137 to P.O. Box 114, Hagerman, NM 88232, is still “In-Transit” and was never delivered to the address Permian identifies as American address of record.
- 2) Permian supposedly certified mailings to that address are still “In-Transit” and have not presented evidence of being returned to sender, creating a factual dispute as to whether notice was completed in compliance with 19.15.4.12 NMAC.

C. Notice in Amended Case No. 24837

- 1) Permian admits Notice in Amended Case No. 24837 was not sent to the address of American, creating a factual and legal dispute as to whether notice complied with 19.15.4.12 NMAC.

D. Notice in the Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233.

- 1) Permian’s own admittance in its submitted motions evidently admits it failed to send notice to American Energy Resources LLC, who is in fact an effected party in the Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233.

E. Necessity of Evidentiary Hearing

- 1) As to all other cases Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233 in the Hearing Examiner Gregory Chakilian Orders Granted Motion to Dismiss, Permian evidently has not established that American is not an owner of record or not an affected-party status and therefore was not due notice.

F. Necessity of Sanctions and disciplinary action

- 1) Permian abetted by its Counsel Paula M. Vance is once again for the third time attempt to abuse process and in fact further attempts to evade paying just shares to interest parties such as American due proceeds, violating the New Mexico Oil and Gas Act and the New Mexico Oil and Gas Proceeds Payments Act.
- 2) Sanctions are necessary against Permian and its Counsel Adam G. Rankin and Paula M. Vance for continually abusing process and if not disciplined would create more future disciplinary absurdity that in fact destroys the very fabric and trust of mandated New Mexico laws that are set in place to prevent these very bad acts from happening in the first place.
- 3) This is the Third attempt on record in the subject cases that by Adam G. Rankin and Paul M. Vance have abused process, and so early in the start of the cases is a complete disrespect to all involved in the mentioned subject matters and cases through its recorded filings as Permian's motions to dismiss in the subject cases.

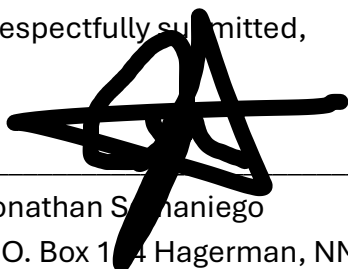
For Adam G. Rankin and Paula M. Vance continuance attempts have only gotten more negligent, unjust, and unethical in its bad faith effort as acts to contort and manipulate the subject matters of the cases as well as mislead the Division and Hearing Examiner Gregory Chakilian from appropriately servicing justice as his charged duties require of him to protect correlative rights as mandated by New Mexico law, and in fact Permian through its Counsels in fact has evidently show by its own acts that they together clearly have no respect for mandated New Mexico laws, or respect to judicial ethics and standards, or respect for NMOCD resources, and in fact Permian through its Counsels Adam G. Rankin and Paula M. Vance have only made a circus show of the hearing process, that evidently wasted every bodies time with baseless claims without standing or merit, and that any reasonable person or reasonable Hearing Examiner would have considered a proper hearing would have been the appropriate action to take, given the internal charged obligated duties to protect correlative rights, instead of dismissing without standing or merits for such extreme erroneous bias acts that in fact caused severe harm and will cause severe future harm to effected parties such as American.

#### CONCLUSTION

Wherefore, American respectfully requests that the matter proceed to full consideration on the merits, that the Division Hearing Examiner correct from his

erroneous Order that frivolously granted Permian's motion to dismiss, that was premature in nature, to grant Orders through unjust acts that only dismiss correlative rights ownership in the Barney and Betty development Order no. R-21104-F in Case No. 24674, and the Barney or Betty development Order No. R-21123-C in Case No. 22536, and the Caveman development Order No. R-21096-F in Case No. 24963 and Amended Case no. 25233, and to further deny Permian's Motion to Dismiss in its entirety from the record and further disqualify Adam G. Rankin and Paula M. Vance from further participation in this matter for the continuance of bad faith efforts, and further impose necessary and appropriate sanctions on Adam G. Rankin and Paula M. Vance for their bad faith efforts and bad faith conduct and bad faith material misrepresentations. Severe sanction that are more than necessary and more than appropriate given the severe bad faith acts in the subject matter, by both, Permian and Counsel simultaneously; and the Division must prohibit further frivolous filings containing unsupported factual assertions regarding notice and ownership by Permian and its Counsel; and further must grant such additional relief as justice requires; and correct such erroneous premature erroneous dismissal of cases mentioned in the subject matter, and permit reopening of all the proceedings subject matter concerning defective notice and ownership.

Respectfully submitted,



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Jonathan S. Maniego  
P.O. Box 104 Hagerman, NM 88232  
(575)499-7330  
Energy.jrs@gmail.com  
Representative of American Energy Resources 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 via electronic mail on May 27, 2026:

Paula M. Vance  
Post Office Box 2208  
Santa Fe, NM 87504  
505-988-4421  
505-983-6043 Facsimile  
pmvance@hollandhart.com  
Attorneys for Permian Resources Operating, LLC

Dana S. Hardy  
Jaclyn M. McLean  
Yarithza Pena  
125 Lincoln Ave., Ste. 223  
Santa Fe, NM 87501  
Phone (505)230-4410  
dhardy@hardymclean.com  
jmclean@hardymclean.com  
ypena@hardymclean.com  
Attorneys for Earthstone Permian LLC and Earthstone Operating LLC

(EXHBIT A)

**MINERAL DEED**


I, Jonathan R. Samaniego, a single man, whose address is P.O. Box 114 Hagerman, N.M. 88232, hereinafter called (**GRANTOR**) For consideration paid of the sum of Ten and more dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby, grant, bargain, sell, convey, transfer, assign, and deliver unto to, **American Energy Resources LLC**, a New Mexico corporation, whose address is P.O. Box 114 Hagerman, N.M. 88232, hereinafter called (**GRANTEE**), all of Grantor's right, title, and interests in and to all depths, of oil and gas, in and under and that may be produced from the following described oil and gas minerals, situated in following described minerals in Eddy County, State of New Mexico, to-wit:

**Beginning at point on the South line of Section 7, Township 23 South, Range 28 East, N.M.P.M., where said South line of Section 7 is intersected by the West boundary line of U.S. Highway 285; thence Northwesterly along the West boundary line of U.S. Highway 285 a distance of 480 feet; thence West parallel to the South Boundary line of said Section 7 a distance of 200 feet; thence southeasterly parallel with the West boundary line of U.S. Highway 285 a distance of 480 feet to the South boundary line of Section 7; thence East along the South boundary line of said Section 7 to the point of beginning**

Containing 2.2 acres, more or less, together with the purpose of exploring, operating and developing said minerals of oil and gas in and under to all depths.

**ACKNOWLEDGEMENT**

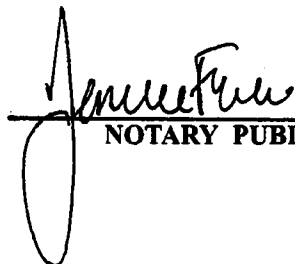
Witness its hand and seal this 17<sup>th</sup> day of March, 2023.

  
Jonathan R. Samaniego

STATE OF NEW MEXICO )  
  ) :ss  
COUNTY OF Eddy )

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2023, by Jonathan R. Samaniego, a single man.

11/08/2026  
MY COMMISSION EXPIRES

  
NOTARY PUBLIC

JENACEE FIERRO  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1139110  
COMMISSION EXPIRES: 11-08-2026

JOHN SAMANIEGO  
SAME DAY PICKYUP

Reception: 2302731 Book: 1189 Page: 0104 Pages: 1  
Recorded: 03/17/2023 11:49 AM Fee: \$25.00  
Eddy County, New Mexico - Cara Cooke, County Clerk





**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 develop 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



OIL AND GAS LEASE

Agreement, made and entered into the day of October 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:

**LOT: 4 BLOCK: 3, ALTA VISTA, ADDITION ADDITION NO. 2**

and

**DICKSON TERRACE BLOCK: 3 LOT:38**

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 of 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 of 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 these tracts are listed acre 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 deraining 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 production is found on the pooled acreage, it shall be treated as if production is had from the lease, whether the well or wells be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The surface of the land covered by this lease shall not be used by Lessee for drilling operations under the provisions of this lease with-out the prior written consent of the Lessor. In witness whereof, the undersigned execute this instrument as of the day and year first above written.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025.

  
JONATHAN R. SAMANIEGO  
AUTHORIZED REPRESENTATIVE OF  
BLACKGOLD DEVELOPERS LLC

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss:

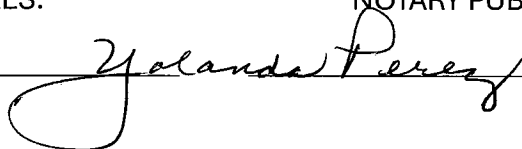
COUNTY OF CHAVES )

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF OCTOBER 2025, BY JONATHAN R. SAMANIEGO, AUTHORIZED REPRESENTATIVE OF BLACKGOLD DEVELOPERS LLC.

MY COMMISSION EXPIRES:

12-11-2026

NOTARY PUBLIC:



STATE OF NEW MEXICO  
NOTARY PUBLIC  
YOLANDA PEREZ  
COMMISSION #1097116  
EXPIRES: 12/11/2026



OIL AND GAS LEASE

Agreement, made and entered into the day of October 2025 by and between Jonathan Samaniego, a single man, 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:

**Property #4 155 127 274 435**  
**Sunset HTS – BLOCK A LOT 47 MAP #220-55-19**  
**and**  
**LOT: 7 BLOCK: 25 Power’s Addition**

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 of 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 of 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 these tracts are listed acre 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 deraining 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 production is found on the pooled acreage, it shall be treated as if production is had from the lease, whether the well or wells be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The surface of the land covered by this lease shall not be used by Lessee for drilling operations under the provisions of this lease with-out the prior written consent of the Lessor. In witness whereof, the undersigned execute this instrument as of the day and year first above written.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025.

  
\_\_\_\_\_  
JONATHAN SAMANIEGO

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss:

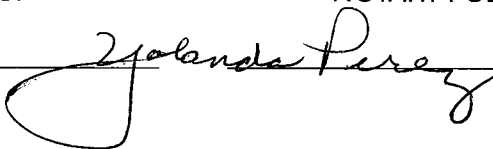
COUNTY OF CHAVES )

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF OCTOBER 2025, BY JONATHAN SAMANIEGO, A SINGLE MAN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

12-11-2026



STATE OF NEW MEXICO  
NOTARY PUBLIC  
YOLANDA PEREZ  
COMMISSION #1097116  
EXPIRES: 12/11/2026

**OIL AND GAS LEASE**

**Agreement**, made and entered into the 6 day of December 2024 by and between Jonathan Samaniego, whose mailing address is P.O. BOX 114 Hagerman, NM 88232, herein after called Lessor (whether one or more), and AMERICAN ENERGY RESOURCES LLC, 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:

**Township 22 South – Range 27 East**

**Quarter: SE S:7 T:22S R:27E BEG WHERE E ROW US HWY 285 INTERSECTS S LINE FIESTA DR, ELY ON S LINE FIESTA DR 41' TO INTERSECTION FIESTA DR & AT&SF RR CO ROW, SLY TO INTERSECTION OF AT&SF RR CO ROW & E ROW US HWY 285, NWLY ON CURVE OF E ROW US HWY 285 TO POB MAP #254-RR-A LOC 1802 S CANAL ST**

Of Section 7 Township 22 South Range 27 East and containing .12 acres, more or less, of surface land and between 140 acres to .12 acres of minerals, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long there after 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 pipe line 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 between 140 acres and .12 acres minerals.

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 pipe lines 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 deraining 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



OIL AND GAS LEASE

Agreement, made and entered into the day of October 2025 by and between AMERICAN ENERGY RESOURCES 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:

LOT: 2, BLOCK: 8, LOW ADDITION

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 of 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 of 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 these tracts are listed acre 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 production is found on the pooled acreage, it shall be treated as if production is had from the lease, whether the well or wells be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The surface of the land covered by this lease shall not be used by Lessee for drilling operations under the provisions of this lease with-out the prior written consent of the Lessor. In witness whereof, the undersigned execute this instrument as of the day and year first above written.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025.

  
\_\_\_\_\_  
JONATHAN SAMANIEGO  
REPRESENTATIVE OF  
AMERICAN ENERGY RESOURCES LLC

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss:

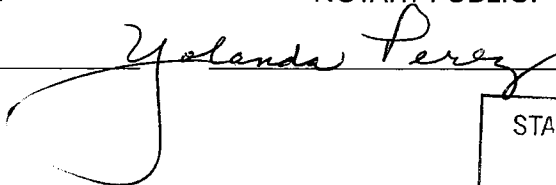
COUNTY OF CHAVES )

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF OCTOBER 2025, BY JONATHAN SAMANIEGO, REPRESENTATIVE OF AMERICAN ENERGY RESOURCES LLC.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

12-11-2026

  
\_\_\_\_\_  
Yolanda Perez

STATE OF NEW MEXICO  
NOTARY PUBLIC  
YOLANDA PEREZ  
COMMISSION #1097116  
EXPIRES: 12/11/2026

(EXHIBIT B)

OIL AND GAS LEASE

Agreement, made and entered into the day of October 2025 by and between Jonathan R. Samaniego, a single man, 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:

**LOTS: 2, 4, AND 6 BLOCK: 69 LOWE ADDITION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO**

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 of 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 of 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

Reception: 2603203 Book: 1206 Page: 0838 Pages: 3  
Recorded: 03/09/2026 02:42 PM Fee: \$25.00  
Eddy County, New Mexico ~ Cara Cooke, County Clerk



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 these tracts are listed acre 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 production is found on the pooled acreage, it shall be treated as if production is had from the lease, whether the well or wells be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The surface of the land covered by this lease shall not be used by Lessee for drilling operations under the provisions of this lease with-out the prior written consent. In witness whereof, the undersigned execute this instrument as of the day and year first above written.

WITNESS MY HAND AND SEAL THIS 9 DAY OF MARCH 2026.

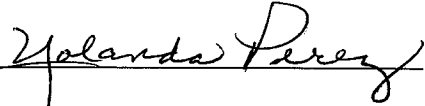
  
\_\_\_\_\_  
JONATHAN R. SAMANIEGO

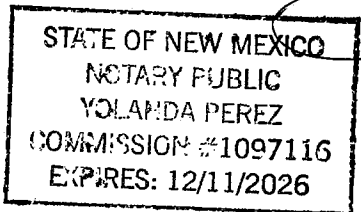
ACKNOWLEDGMENT

STATE OF NEW MEXICO    )  
  ) ss:  
COUNTY OF CHAVES    )

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF MARCH 2026, BY JONATHAN SAMANIEGO, A SINGLE MAN.

MY COMMISSION EXPIRES:  
12-11-2026

NOTARY PUBLIC:  




OIL AND GAS LEASE

Agreement, made and entered into the day of October 2025 by and between Jonathan R. Samaniego, a single man, 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:

**LOT: 14 BLOCK: 1 OF MAY SUBDIVISION OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO**

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 of 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 of 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

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Recorded: 03/09/2026 02:42 PM Fee: \$25.00  
Eddy County, New Mexico - Cara Cooke, County Clerk



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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 these tracts are listed acre 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



(EXHIBIT C)

MINERAL DEED

THAT, JONATHAN R. SAMANIEGO, A SINGLE MAN, AS ("GRANTOR") FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, AS ("GRANTEE") WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, N.M. 88232, ALL RIGHTS, THE RIGHTS, TITLE, AND MINERAL INTERESTS IN THE FOLLOWING DESCRIBED REAL ESTATE AND PROPERTY LOCATED IN EDDY COUNTY NEW MEXICO:

LOTS: 2, 4, AND 6 BLOCK: 69 LOWE ADDITION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO

WITH WARRANTY COVENANTS

SUBJECT TO RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

TOGETHER WITH ALL MINERALS AND RIGHTS TO COLLECT ALL DUES.

WITNESS MY HAND AND SEAL THIS 9 DAY OF MARCH 2026.

*[Handwritten Signature]*  
JONATHAN R. SAMANIEGO

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss:

COUNTY OF CHAVES )

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF MARCH 2026, BY JONATHAN R. SAMANIEGO, A SINGLE MAN.

12-11-2026

MY COMMISSION EXPIRES

STATE OF NEW MEXICO  
NOTARY PUBLIC  
YOLANDA PEREZ  
COMMISSION #1097116  
EXPIRES: 12/11/2026

*[Handwritten Signature]*  
NOTARY PUBLIC

Reception: 2603204 Book: 1206 Page: 0839 Pages: 1  
Recorded: 03/09/2026 02:42 PM Fee: \$25.00  
Eddy County, New Mexico ~ Cara Cooke, County Clerk





**INSTRUCTIONS TO ALL INTEREST OWNERS  
READ CAREFULLY BEFORE SIGNING**

**This Division Order should not be altered in any way unless accompanied by documentary evidence to support the change. Return the executed instrument without delay.**

Enclosed please find two copies of Division Orders for your review. Please sign in accordance with the instructions indicated below and return one copy. Please retain the extra copy for your files.

**Signature:** Sign name exactly as shown on the Division Order. **If your name has changed due to marriage or divorce, sign using your current name and include a copy of the marriage certificate or divorce decree.**

If interest is owned by a partnership, the Division Order must be signed by the general partner or managing partner.

If interest is owned by a corporation, the Division Order must be signed by a duly authorized officer.

If signing as an agent, attorney-in-fact, guardian, estate representative, trustee or any party other than the named interest owner, **please provide a copy of the Power-of-Attorney or other evidence of authority to sign.**

**Taxpayer I.D.  
or  
Soc. Sec. No.:** Federal law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to do so will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by Payor.

**Pay Code** If your Pay Code on your Division Order reads T3, you should have a separate letter attached with outstanding title requirement(s). If not, please contact us.

**PERMIAN RESOURCES OPERATING LLC**

**c/o Pak Energy  
6608 N. Western Ave. #607  
Oklahoma City, OK 73116**

**HOTLINE NUMBER: 888-550-8876  
HOTLINE EMAIL: OwnerRelations@PermianRes.com**

To sign up for ACH, please visit [www.energylink.com](http://www.energylink.com) to set up an account. This will also allow for you to update your address, contact information, and view check detail electronically.

**PERMIAN RESOURCES OPERATING, LLC**

6608 N. Western Ave. #607

Oklahoma City, OK 73116

Attn: Owner Relations

To: Permian Resources Operating, LLC  
c/o Pak Energy  
6608 N. Western Ave. #607  
Oklahoma City, OK 73116

Effective Date: 6/1/2025  
Date: 4/9/2026

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil and related liquid hydrocarbons produced from the property described below:

Property Number/s: See Attached Exhibit 'A'  
Property Name/s: See Attached Exhibit 'A'  
County and State: Eddy, New Mexico  
Legal Desc: See Attached Exhibit 'A'

|   |   |
|---|---|
| AMERICAN ENERGY RESOURCES LLC<br>PO BOX 114<br>HAGERMAN, NM 88232 | Owner Number: 33581<br>Interest Type: RI<br>Decimal: See Attached Exhibit 'A' |
|---|---|

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Permian Resources Operating, LLC.

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100 or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Tax I.D./S.S.: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Please retain for your records

## Exhibit A

Corresponding with Division Order dtd April 9, 2026  
 (NM) AMERICAN ENERGY RESOURCES LLC

| Well Number | Well Name         | Int Type | Legal Description           | County | Decimal Interest |
|-------------|-------------------|----------|-----------------------------|--------|------------------|
| 71764       | CAVEMAN 221H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
| 71765       | CAVEMAN 222H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
| 71766       | CAVEMAN 223H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
| 71767       | CAVEMAN 224H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
| 71768       | CAVEMAN 421H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
| 71769       | CAVEMAN 423H      | RI       | SEC 7 AND 12, T22S R27E     | Eddy   | 0.00000916       |
| 71770       | CAVEMAN 424H      | RI       | SEC 7 AND 12, T22S R27E     | Eddy   | 0.00000916       |
| 71811       | BARNEY 404H       | RI       | SEC 5, 6 - T22S R27E        | Eddy   | 0.00124594       |
| 71812       | BARNEY 434H       | RI       | SEC 5, 6 - T22S R27E        | Eddy   | 0.00124594       |
| 71872       | BETTY 221H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71873       | BETTY 222H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71874       | BETTY 421H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71875       | BARNEY 423H       | RI       | SEC 5, 6, 7 - T22S R27E     | Eddy   | 0.00124594       |
| 71876       | BARNEY 223H       | RI       | SEC 5, 6, 7 - T22S R27E     | Eddy   | 0.00124594       |
| 74321       | TURKS FEE 07 211H | WI       |                             | Eddy   | 0.00471499       |
| 75422       | CAVEMAN 134H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00001832       |
| 75423       | CAVEMAN 833H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00001832       |

**PERMIAN RESOURCES OPERATING, LLC**

6608 N. Western Ave. #607

Oklahoma City, OK 73116

Attn: Owner Relations

To: Permian Resources Operating, LLC  
c/o Pak Energy  
6608 N. Western Ave. #607  
Oklahoma City, OK 73116

Effective Date: 6/1/2025  
Date: 4/9/2026

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Property Number/s: See Attached Exhibit 'A'  
Property Name/s: See Attached Exhibit 'A'  
County and State: Eddy, New Mexico  
Legal Desc: See Attached Exhibit 'A'

|   |   |
|---|---|
| AMERICAN ENERGY RESOURCES LLC<br>PO BOX 114<br>HAGERMAN, NM 88232 | Owner Number: 33581<br>Interest Type: RI<br>Decimal: See Attached Exhibit 'A' |
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Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Tax I.D./S.S.: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Please sign and return

## Exhibit A

Corresponding with Division Order dtd April 9, 2026

(NM) AMERICAN ENERGY RESOURCES LLC

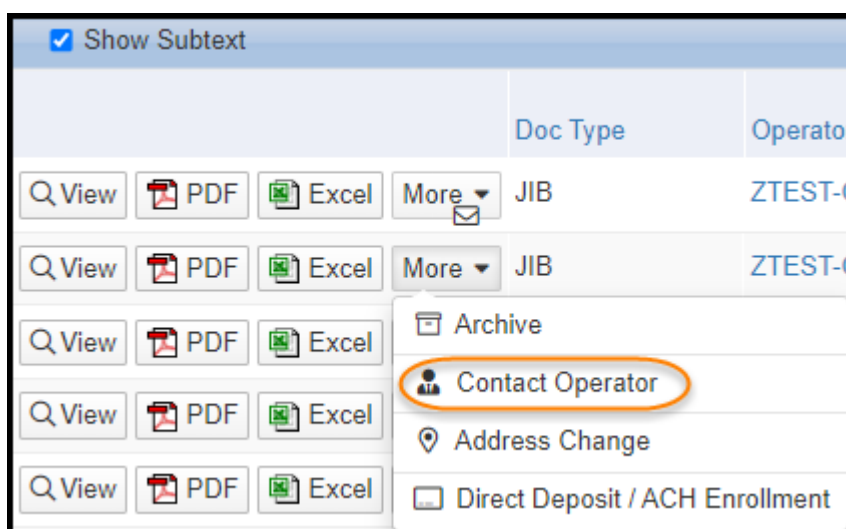
| Well Number | Well Name         | Int Type | Legal Description           | County | Decimal Interest |
|-------------|-------------------|----------|-----------------------------|--------|------------------|
| 71764       | CAVEMAN 221H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00000916       |
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| 71812       | BARNEY 434H       | RI       | SEC 5, 6 - T22S R27E        | Eddy   | 0.00124594       |
| 71872       | BETTY 221H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71873       | BETTY 222H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71874       | BETTY 421H        | RI       | SEC 5&6, T22S, R27E         | Eddy   | 0.00003389       |
| 71875       | BARNEY 423H       | RI       | SEC 5, 6, 7 - T22S R27E     | Eddy   | 0.00124594       |
| 71876       | BARNEY 223H       | RI       | SEC 5, 6, 7 - T22S R27E     | Eddy   | 0.00124594       |
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| 75422       | CAVEMAN 134H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00001832       |
| 75423       | CAVEMAN 833H      | RI       | SECTION 7 AND 12, T22S R27E | Eddy   | 0.00001832       |

## Electronic Payment - Submit An Electronic Form By Clicking On The Contact Operator Button

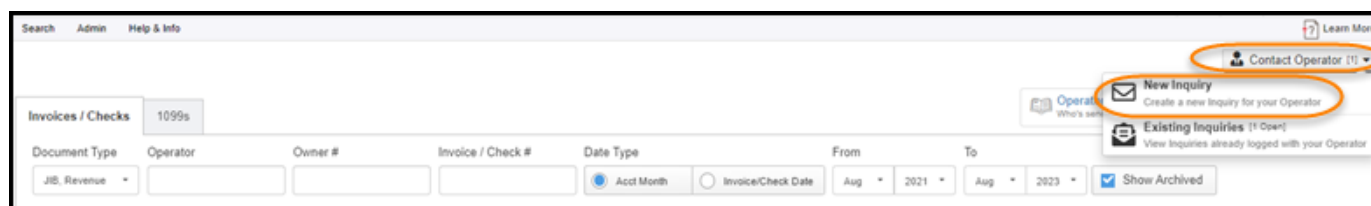
Owners can enroll in direct deposit with the Operator, by submitting an **Electronic Payment** form electronically through EnergyLink.

**Note:** Operators must have this feature enabled in order for Owners to submit this form electronically.

1. Click on the **Contact Operator** button by choosing one of the following methods:
  - o Click on the **More** button within the **Invoice / Check** line and then select **Contact Operator**.



- o Click on the **Contact Operator** button, located in the top right corner of the screen and then select **New Inquiry**.



2. Click on the **Electronic Payment** hyperlink.

Operator ZTEST-OPERATOR  
Partner / Owner ZTEST - ZTEST-B (JIB)

Please select the type of Inquiry...

General Invoice Property  
Address Change Invoice Inquiry Property Inquiry  
**Electronic Payment**  
Direct Deposit / ACH

3. Click on the drop-down list to select a **Request Type** (New, Change, or Cancel).

Operator ZTEST-OPERATOR  
Partner / Owner ZTEST - ZTEST-B (JIB)

### Electronic Payment (General)

(click to change)

CompanyName offers payment by Automated Clearing House (ACH) direct deposit into your bank account. With direct deposit, you will receive your payment quickly, without the possibility of lost, delayed, or expired checks. Your funds will be directly deposited into your account within five business days of the check date. To enroll, change, or cancel your ACH deposit, please fill out the form below. If you would like to receive an email when funds are deposited, you must provide your email when filling in this form. Please allow approximately 30 to 60 days for processing. Note that any incorrect information provided may delay this timeline.

\* Required field

Operator's Current Record(s)


| Owner # | Name    | Address  | Phone          | Email |
|---------|---------|--|----------------|-------|
| 4332    | ZTEST-A | 100 STREET<br>SUITE 100<br>HOUSTON, TX 77063<br>UNITED STATES OF AMERICA | (111) 222-3333 |       |

Request Type \*

- New
- Change
- Cancel

Submit

4. Enter your information into the form fields. (Required fields are marked with \*)

Operator ZTEST-OPERATOR  
Partner / Owner ZTEST - ZTEST-B (JIB)

### Electronic Payment (General) (click to change)

CompanyName offers payment by Automated Clearing House (ACH) direct deposit into your bank account. With direct deposit, you will receive your payment quickly, without the possibility of lost, delayed, or expired checks. Your funds will be directly deposited into your account within five business days of the check date.

To enroll, change, or cancel your ACH deposit, please fill out the form below. If you would like to receive an email when funds are deposited, you must provide your email when filling in this form. Please allow approximately 30 to 60 days for processing. Note that any incorrect information provided may delay this timeline.

\* Required field

| Owner # | Name    | Address  | Phone          | Email |
|---------|---------|--|----------------|-------|
| 4332    | ZTEST-A | 100 STREET<br>SUITE 100<br>HOUSTON, TX 77063<br>UNITED STATES OF AMERICA | (111) 222-3333 |       |

|   |  |  |
|---|--|--|
| Request Type *<br><input type="text" value="Change"/> | Relationship to Owner *<br><input type="text"/>        | Last 4 Digits of Owner Tax ID *<br><input type="text"/>            |
| Account Type *<br><input type="text"/>                | ABA/Bank Routing Number *<br><input type="text"/>      | Name on Bank Account *<br><input type="text"/>                     |
| Bank Account Number *<br><input type="text"/>         | Email for Payment Notification<br><input type="text"/> | Upload Void Check Image *<br><input type="button" value="Browse"/> |

By entering your Electronic Signature you:

- agree to Enverus Terms & Conditions
- agree to the Operator's Terms and Conditions
- certify that you are authorized to update the information contained herein, and
- authorize ZTEST-OPERATOR to update your account with the information provided

Electronic Signature \*

Please check all boxes above in order to enter your Electronic Signature

5. Check the boxes to agree to the **Terms and Conditions** and to authorize the changes being made, and then enter your **Electronic Signature**.
6. Click **Submit** to send the form to the Operator.

**Note:** Changes submitted to the Operator will be based on their usual processing time to complete such updates.

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|   |   |   |
|---|---|---|
| Print or type. See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  |   |
|   | <b>2</b> Business name/disregarded entity name, if different from above.  |   |
|   | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  |   |
|   | <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ |   |
|   | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>   |   |
|   | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.   | Requester's name and address (optional) |
|   | <b>6</b> City, state, and ZIP code  |   |
| <b>7</b> List account number(s) here (optional)     |   |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |
|---------------------------------------|--|
| <b>Social security number</b>         |  |
|                                       |  |
| <b>or</b>                             |  |
| <b>Employer identification number</b> |  |
|                                       |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                          |      |
|------------------|--------------------------|------|
| <b>Sign Here</b> | Signature of U.S. person | Date |
|------------------|--------------------------|------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they