STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION

FOR THE CONSDIDERATION 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

PREHEARING STATEMENT AND RESPONSE TO PERMIAN PREHEARING STATEMENT

American Energy Resources LLC ("American") submits this pre-hearing statement pursuant to the Pre-hearing Order issued in this matter.

STATEMENT OF THE CASE

Under the Pre-Hearing Order issued in this matter, the issues to be heard at the scheduled hearing are limited to the following:

A) whether the notice to AER/Samaniego complied with 19.15.4.12 NMAC in Cases No.

25137 and 24837;

B) whether constructive notice was adequate or applicable; and

C) any associated due-process or procedural-fairness issues.

The Division record in each of these cases contains evidence addressing these issues.

American brought an action to reopen Case No. 25137 and 24837 regarding the Application of Permian Resources Operating, LLC ("Permian") for Application has material defects due to the failure to provide notice to American for Compulsory Pooling a Spacing and Proration Unit in Eddy County, New Mexico, and as such Permian cannot properly pool American working interest in the Units.

American owns working interests, mineral and royalty interests to the lands proposed to be pooled in Case No. 25137 and 24837 SPC Resources LLC who was the prior operator that was purchased by Permian Resources Operating LLC sought an order pooling all mineral interests in the Purple Sage; Wolfcamp Gas Pool (Pool Code 98220) underlying Sections 2 and 1, Township 22S, Range 26E, N.M.P.M., Eddy County, New Mexico (the "Subject lands"), The purpose of pooling the subject lands dedicated the Unit to drill the Water Buffalo Unit (collectively, the Water Buffalo Wells"), and the Purple Sage; Wolfcamp Gas Pool (98220) underlying Sections 2 and 1, Township 22S, Range 26E, N.M.P.M., Eddy County, New Mexico (the "Subject lands").

The OCD entered Order No. R-23748 in Case No. 25137 and Amended Case no. 24837 pooling the Subject Lands dedicated the Unit to the proposed initial Water Buffalo #402H Wells.

On November 18, 2024, the OCD entered Order No. R-23748, which, among other things, found that:

"6. ... American has standing under the Commission's Rules to initiate an adjudicatory hearing to reopen a case based on an alleged failure to provide adequate notice as required by 19.15.4.9 NMAC.

The Order also lacked language such as:

A) The failure of Permian to provide to effected parties an itemized schedule of estimated well costs to drill, complete, and equip the well ("Estimated Well Costs").

Which Permian failed to provide too American.

B) The failure of Permian to provide notice to effected parties of its actual well costs.

Which Permian failed to provide too American.

2. Permian has not provided American an opportunity to participate.

Permian Applications in Case No. 25137 and 24837 and Order No. R-23748 should be denied, dismissed, rejected, terminated, and canceled as Permian has not made a good faith effort to secure the voluntary commitment of American interests in the Subject Lands dedicated the Unit to the proposed initial Water Buffalo #402H and #121H, #122H, #123H, #124H, #132H, #133H, #134C, #403H, #433H, #131H, 211H, #212H, #213H, #214H, #421H, #423H, #424H Wells that are required notice by New Mexico law.

As the Applicant in Case No. 25137 and 24837 and Order No. R-23748 Permian has the burden of proving that it has fulfilled each of the statutory and regulatory requirements necessary to allow compulsory pooling. These requirements stem from the foundational principles of correlative rights and connotationally protecting private property rights. Section 70-2-17 NMSA states that:

All orders affecting compulsory pooling, shall be upon such terms and conditions as are just and reasonable and will afford to the owner or owners of each tract or interest in the unit the opportunity to recover or receive without unnecessary expense his just and fair share of the oil or gas, or both, When seeking to pool two or more separately owned tracts, Operators have the "obligation" to attempt to obtain voluntary agreements pooling the lands. See NMSA 1978 Section 70-2-18.

It is self-evident that the requirement of a "good faith effort to secure voluntary unitization" encompasses, at a minimum, providing each working interest with notice of the proposed wells and an opportunity to participate in the same without the imposition of a risk penalty. This voluntary participation allows the owner to "recover or receive without necessary expense" their fair share of oil or gas, or both.

In this case, Permian has not made good faith attempts to obtain American voluntary agreement to the Subject Lands dedicated the Unit to the proposed initial Water Buffalo #402H and #121H, #122H, #123H, #124H, #132H, #133H, #134C, #403H, #433H, #131H, 211H, #212H, #213H, #214H, #421H, #423H, #424H Wells. Despite the OCD's ruling in Order No. R-23748.

Permian has not provided American with well proposals, AFE's, or made any other offer regarding American voluntary agreement to the Subject Lands dedicated the Unit to the proposed initial Water Buffalo #402H and #121H, #122H, #123H, #124H, #132H, #133H, #134C, #403H, #433H, #131H, 211H, #212H, #213H, #214H, #421H, #423H, #424H Wells. American still has not had the opportunity to consent to participate in the Subject Lands dedicated the Unit to the proposed initial Water Buffalo #402H and #121H, #122H, #123H, #124H, #132H, #133H, #134C, #403H, #433H, #131H, 211H, #212H, #213H, #214H, #421H, #423H, #424H Wells,

3. AMERICAN CLAIMS OF THE PROCESS DO NOT WAIVE ITS RIGHTS
American retains the rights to preserve objections while simultaneously seeking relief through available administrative procedures.

4. Under Order number A, as to whether Permian complied with notice under 19.15.4.12 NMAC, it did not, because Permian neither provided direct notice to American nor attested to a diligent public-records search as required by 19.15.4.12(A)(1)(b)(iii). Ties non-compliance to voidability of any resulting order under NMSA 1978 §§ 70-2-7 and 70-2-17 and Permian argues that notice was proper merely because a certified mail was sent. However, the exhibits attached to Permian's own motion undermine that assertion and should be denied in its entirety because Permian's own personally prepared exhibits establish that notice was improper, defective, and constitutionally insufficient and further the following:
a) American is a known mineral owner and working interest owner in the subject lands.

b) Permian failed to provide actual notice to American the actual owner.

c) Permian failed to mail competent notice, no emailed notice, no AFEs, no well proposals, no cost data.

d) Permian failure violates mandatory notice rules.

e) Permian continues to reference Mr. Samaniego and American as one entity regardless of Limited Liability Company structured laws and Permian repeatedly assets that notice was properly served upon Mr. Samaniego rather than the actual owner American by certified mail. However, the very USPS records attached by Permian directly contradict that claim.

f) Permian's own exhibit demonstrates that certified mail tracking number 9589071052700581156858 addressed to Mr. Samaniego rather than American the actual owner, was returned to sender on March 15, 2025.

g) A returned certified mailing is not proof of completed notice. It is proof that notice failed.

h) Permian cannot simultaneously argue:

(a) notice was successfully provided;

(b) that Mr. Samaniego and American are the same entity;

(c) the certified mailing was returned back to the sender;

(d) notice on one property is notice on all 4 properties.

i) Those positions are irreconcilable.

j) Permian further admits that additional mailings to Mr. Samaniego remained indefinitely "In Transit" without delivery confirmation.

k) "In Transit" is not proof of receipt, not proof of delivery, and not proof of constitutionally adequate notice.

l) Permian bears the burden of demonstrating compliance with notice requirements under 19.15.4 NMAC and due process standards. Permian failed to provide evidence of actual completed delivery for the certified notice upon which it relies.

m) Instead, Permian attached personally prepared documentary evidence proving the opposite by failed delivery and returned mail.

n) Permian's motion is additionally misleading because it selectively characterizes the record while omitting the dispositive fact that the certified mailed was returned.

o) Permian's assertion that "notice was proper" is therefore unsupported by its own personally prepared evidence and lacks credibility.

p) Permian improperly attempts to convert disputed factual issues regarding notice into an attempt to dismiss. Whether notice was legally sufficient is inherently a factual matter requiring evidentiary examination, not summary dismissal.

q) Permian also attempts to avoid scrutiny of defective notice by arguing about timeliness and standing. However, defective notice invalidates the procedural foundation upon which those arguments depend.

r) A party deprived of proper notice cannot reasonably be expected to comply with deadlines arising from proceedings of which the party was not properly notified.

s) Permian's argument effectively asks the Division to reward failed notice by insulating the resulting orders from review. Such a position violates fundamental due process principles.

t) Permian's prehearing statement further relies on inflammatory and irrelevant attacks concerning statements without the burden of proof made to mislead the division. Permian's statements and personally prepared evidence is compromised and are immaterial to whether lawful notice was provided in this matter and serve no purpose other than prejudice and distraction and sleight of hand by Permian.

u) The issue before the Division is straightforward: Permian's own personally prepared exhibits show failed certified delivery and returned mail.

v) That alone defeats Permian's claim that notice was proper as a matter of law.

w) The Hearing Examiner has already rejected Permian's earlier dismissal attempt after procedural efficiencies were identified by American. Permian now repackages the same defective arguments while continuing to ignore the contradictions in its own evidence. The Postal Delivery reports show that multiple certified mailings to Jonathan Samaniego rather than American the actual owner, remained "In Transit", delayed, or returned to sender. Specifically, one mailing was returned to the original sender on March 15, 2025. These records create factual disputes concerning whether constitutionally sufficient notice was actually completed, whether delivery occurred within legally meaningful timeframes, and whether affected parties received a fair opportunity to respond before orders became final. As the attempt to dismiss stage, factual disputes regarding notice must be construed in favor of allowing the matter to proceed.

5. American is a known working interest owner in the subject 1,282.24 acre Units that total approximately **(0.6554178)** net mineral acres, and its mineral and royalty interests and working interest, in the subject Units total approximately calculated **0.00051115 (or 0.051115%)** net royalty acres, at a **25%** royalty, and working interest, in, and relating to various legal descriptions within the following lands: All in the city of Carlsbad, Eddy County, New Mexico.

Property #4 155 127 274 435 SSunset HTS – Block A Lot 47 Map #220-55-19
RI and WI

Lot: 7 Block: 25 Power's Addition RI and WI

Lot: 4 Block: 3	Alta Vista Addition Addition No. 2	RI and WI
Lot: 4 Block: 1	May Subdivision	RI and WI

(See American Exhibit A)

As a result, American has been deprived of its statutory right to protect its correlative rights, rights to produce, rights to recover, or right to receive its just and fair share of oil and gas without unnecessary burdens and expenses especially those of the Applicant Permian that violates New Mexico laws.

6. POOLING GENERALLY In New Mexico, due to difficulties with lack of pooling clauses in existing leases, and the inability to reach agreements with all oil and gas interest owners, pooling is authorized only in limited circumstances. Pooling is an exercise of the police power of the state that is statutorily limited by the express delegation of specific powers and authority to the OCD to pool the oil and gas interests within designated units. Pooling is permitted, as a last resort, if an oil gas operator is unable to reach an agreement with a party, whose interest is proposed to be pooled. Pooled interests are afforded extra protections as recognized private property rights.

7. Under Order number B, whether constructive notice was adequate or applicable, to show publication notice cannot substitute for individual notice. Anchors the constitutional dimension in Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) publication is categorically inadequate when the party's identity and address are reasonably ascertainable from public records.

a) Constructive notice is not allowed when the operator knows the owner's identity.

b) American's ownership was known and documented.

c) Constructive notice cannot constitutionally substitute for actual notice.

8. The Oil Conservation Division hearing rules require notice to pooled parties and pooling notice requirements may not be waved.

The New Mexico Oil Conservation Division has broad authority under the New Mexico Oil and Gas Act, [Chapter 70, Article 2 NMSA 1978] ("Oil and Gas Act") to include "jurisdiction, authority and control of and over all persons, matters or things necessary or proper to enforce effectively the provisions of this act or any other law of this state relating to the conservation of oil or gas[.]" See NMSA 1978, § 70-2-1, et seq. The Oil and Gas Act gives the Commission and the Division the two major duties: the prevention of waste and

the protection of correlative rights. NMSA 1978, § 70-2-11(A). Correlative rights are defined as the opportunity afforded . . . to the owner of each property in a pool to produce without waste his just and equitable share of the oil . . . in the pool, being an amount, so far as can be practicably determined and so far as can be practicably obtained without waste, substantially in the proportion that the quantity of recoverable oil . . . under the property bears to the total recoverable oil . . . in the pool and, for such purpose, to use his just and equitable share of the reservoir energy.
NMSA 1978, § 70-2-33(H). In addition to its ordinary meaning, waste is defined to include "the locating, spacing, drilling, equipping, operating or producing, of any well or wells in a manner to reduce or tend to reduce the total quantity of crude petroleum oil . . . ultimately recovered from any pool." NMSA 1978, § 70-2-3(A). The duty to protect correlative rights and prevent waste imposes upon the Division the onus "to require wells to be drilled, operated and produced in such manner as to prevent injury to neighboring leases or properties." NMSA 1978, § 70-2-12(B)(7).

As discussed above, pooling applications, allowed only as provided in the Oil and Gas Act, implicate the police power of the OCD, that is limited to specific circumstances where appropriate procedures have been followed, given the significant impact to private property interests. Pooling in New Mexico is governed by Section 70-2-17, by the Division's regulations implementing the same, and by order to force pool any uncommitted interest owners. Section 70 2-17(C) of the Oil and Gas Act requires the Division, or the Commission, to ensure that all compulsory pooling orders "are just and reasonable," and that a party who is force pooled has "the opportunity to recover or receive without unnecessary expense his just and fair share of the oil or gas." NMSA 1978, § 70-2-17. The Oil and Gas Act, in Section 70-2-17(C), requires notice to a party to be pooled, as follows: "C. ...All orders effecting such pooling shall be made after notice and hearing, and shall be upon such terms and conditions as are just and reasonable and will afford to the owner or owners of each tract or interest in the unit the opportunity to recover or receive without unnecessary expense his just and fair share of the oil or gas, or both." Additionally, Section 70-2-23 requires notice, and the opportunity to be heard, prior to the issuance of any order.

Moreover, OCD Rules require that an applicant comply with the Rules for pooling prior to the issuance of a force pooling order. See 19.15.4.9 NMAC; see also NMSA 1978, § 70-2-17.

Specifically, Division Rules 19.15.4.8 and 19.15.4.9 NMAC require certain information in a pooling application, in notice of a pooling hearing, and in an uncontested pooling hearing. OCD Rule 19.15.4.12 NMAC specifically requires:

A. Applications for the following adjudicatory hearings before the division or commission, in addition to that 19.15.14.9 NMAC requires, as follows:

(1) Compulsory pooling and statutory unitization.

(a) The applicant shall give notice to each owner of an interest in the mineral estate of any portion of the lands the applicant proposes to be pooled or unitized whose interest is evidenced by a written conveyance document either of record or known to the applicant at the time the applicant filed the application and whose interest has not been voluntarily committed to the area proposed to be pooled or unitized (other than a royalty interest subject to a pooling or unitization clause). ...

(b) When the applicant has given notice as required in Subsection A of 19.15.4.9 NMAC, of a compulsory pooling application, and those owners the applicant has located do not oppose the application, the applicant may file under the following alternative procedure. The application shall include the following: ...

(vi) written evidence of attempts the applicant made to gain voluntary agreement including but not limited to copies of relevant correspondence;

(e) At an interested person's request or upon the division's own initiative, the division shall set a pooling application for full hearing with oral testimony by the applicant.

Division Orders have provided further guidance on what is required to prove that an operator has made "attempts... to gain voluntary agreement." As provided in Division rules, the Division interpreted the Rule to require an operator to send a well proposal letter prior to filing for a hearing before the OCD as the rules specifically provides:

Because past Division practices has not been entirely consistent, an because some language was not intended to apply to all cases, the Division takes this opportunity to clarify the requirements that it will ordinarily apply in compulsory pooling cases but failed to do in this matter, and should be as follows: (a) At least thirty days prior to filing a compulsory pooling application in the absence of extenuating circumstances, an applicant should send to locatable parties it intends to ask the Division to pool a well proposal....together with a proposed Authorization for Expenditure (AFE) for the well. The proposal should specify the footages from section lines of the intended location, ... The Division understands these requirements to be comparable to the proposal requirements included in the forms operating agreements generally used in the industry.

9. Under Order number C, any associated Due process or procedural fairness issues are tied specifically to notice. American inability to contest operator designation, pooling

terms, overhead charges, and non-consent risk premiums under § 70-2-17. Argues the defect must be cured before the July 7 hearing proceeds, not after.

a) American was deprived of participation rights;

b) American was deprived of election rights;

c) American was deprived of cost review rights; and

d) These harms flow directly from lack of notice.

10. THE DIVISION MAY NOT WAIVE THE REQUIREMENTS OF THE OIL AND GAS ACT REQUIRING APPLICANT TO PROVIDE NOTICE

American, as the owners of a working interest in the pooled Unit, is entitled to a share of the unit, described in Section 70-2-17 of the Oil and Gas Act. See § 70-2-17. Prior to filing an application for pooling, Permian was required to both: (1) issue the Division's required notice of the pending pooling application; and (2) send a well proposal letter and AFE to the mineral interest owners within the proposed spacing unit at least thirty days prior to filing the pooling application. As discussed herein, American was not provided proper timely notice of the proceedings, in Case the subject cases, as required by Division Rules and Division precedent.

American owns a working interest in the Unit. Permian has not sought the authority of the Division for pooling American working interests. Permian did not properly propose the wells or provide an opportunity for voluntary joinder to American prior to filing the application in the subject cases, and instead filed this pooling proceeding after American acquired its mineral interests and working interests in the Unit. Permian should have sought to pool these interests, as non committed, non-pooled working interests. In the pooling proceedings, Permian is required to show that prior to filing an application for pooling, it provided an opportunity for voluntary joinder and notice to American, or its predecessor in interest American, who owns a mineral interest in Unit. Because Permian should have, but did not, properly propose the wells to American, prior to filing the Applications and Amended Applications, Permian should not be permitted to seek the authority of the Division for pooling American working interests, without properly providing a well proposal letter in advance of the filing of the Applications and Amended Applications.

As the successor operator of the Unit, under the Applications and Amended Applications, Permian was required to send a well proposal letter and AFE to all of the working interest owners in the proposed Unit, including American. Despite being aware of American interests, Permian failed to send well proposal letter or requested any kind of voluntary joinder from American. Any late well proposal letter, long after Permian was aware that American acquired its working interests in the Unit, does not satisfy the Division's requirements for notice prior to a pooling hearing and appropriate attempts to gain voluntary agreement prior to pooling.

Dismissal, stay, or a continuance of these proceedings for an additional 30 days is required to remedy the substantial prejudice to American, after having been deprived the due process afforded to it by the Division's rules and the opportunity to voluntarily participate or be pooled into the Unit. Because American has not voluntarily committed its working interests to the Unit, American must be afforded proper notice of pooling before its interests may be pooled under Division Rules or the Oil and Gas Act. American should therefore be allowed another opportunity to elect to participate in the Unit, as a working interest owner, with a proper notice period, prior to being pooled. Because American never had the opportunity to elect to participate in the wells, before the filing of the Applications and Amended Applications, American may not be pooled in the Unit, without proper notice and a well proposal letter at least 30 days prior to the application for hearing is filed.

If any wells in the units have been drilled and production has been produced and sold from any of the wells it is therefore, necessary to account all production and sales of oil and gas up to the present date and rule that all prior oil and gas production sales are due to American, without penalties or any kind, and any participation costs American may owe, if any, should be waivered due to Permian willful failed efforts to allow American its participation notice and rights in the wells and units, guaranteeing that all sales proceeds would justly be accounted for and all proceeds are paid appropriately and justly to prevent any amount of oil and gas unpaid to the appropriate person, because prior violations of this nature regarding illegal oil and gas sales have happened before in Case no. 22957 against Novo Oil & Gas Northern Delaware LLC, which evidently was acquired and is owned by Permian Resources Operating LLC.

Under these circumstances, Permian has not shown that sending a well proposal or proper notice to American would have been more difficult than sending actual notice to the other persons with potentially affected property interests whom the company chose to notify of the Applications and Amended Applications. Permian has not complied with the notice requirements of the Oil and Gas Act or the specific notice requirements for pooling in this case. Because Permian did not comply with the notice requirements of the Rules or the Act, this failure to comply would render any pooling order issued in this case void with respect to American. The failure of Permian to provide an opportunity to voluntarily participate deprived American of its rights as an owner of a working interest in the Unit. All Orders reference (requiring applicant for pooling to show "good faith" effort of negotiations with working interest owners prior to force pooling). For this reason, a stay is appropriate, if the case is not dismissed entirely, or continued for an additional 30 days to allow American to properly consider a voluntary agreement.

Permian has not satisfied the statutory prerequisites to compulsory pooling and its Application should denied.

PARTIES

Applicant:
American Energy Resources LLC

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Hagerman, NM 88232
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Respondent:
Permian Resources Operating, LLC

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Applicants proposed evidence

All documented evidence filed in case no 25137 and 24837 and others presented.
(See attachment A) Permian acknowledgment of American mineral and working interests.

APPLICANTS POSITION ON RELIEF SOUTH

American request that OCD deny Permian application in Case No. 25137 and 24837and Order No. R-23748 as Permian has not complied with the statutory requirements for compulsory pooling.

Furthermore, Permian Resources Operating, LLC, application comes with unclean hands and made no good faith efforts and no good faith attempts to notify American of their proposed wells, and must deny, dismiss, terminate, and cancel Permian applications for their bad faith efforts and misrepresentation of pooling proceedings would be overcompensating Permian for their bad actions, willful gross negligent that could cause further harm, while causing great harm to correlative rights and creating waste which is a further violations of New Mexico law. American further requests its interest rights be recognized because of presented evidence which grants American right to participate penalty free or any other under the Oil and Gas Act and New Mexico law.

CONCLUSION

Wherefore, American further requests a hearing before the Oil Conservation Division, and stay or dismiss the case to allow Permian to provide proper notice to American of the well proposals and the proposed pooling hearing and require Permian to apply to the Division for proper pooling to recognize American's interests in the proposed Units, and waiver any penalties and participation costs in any of the wells and units that may be due, if any, to Permian for Permian's failure to the required notice requirements, and that the Division grant such further relief as the Division deems appropriate.

Respectfully submitted,

____

Jonathan Samaniego
P.O. Box 1[illegible]4 Hagerman, NM 88232
(575)499-7330
Energy.jrs@gmail.com
Representative for 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 Division and was served on counsel of record via electronic mail on July 3, 2026:

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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 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
PO BOX 114

HAGERMAN, NM 88232

Owner Number: 33581
Interest Type: RI
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.: ____________________ Date:____________________
Phone #: ____________________ 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

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	Owner Number:	33581
PO BOX 114	Interest Type:	RI
	Decimal:	See Attached Exhibit 'A'
HAGERMAN, NM 88232		

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.: ______________________ Date:______________________

Phone #: ______________________ Email: ______________________

Please sign and return

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

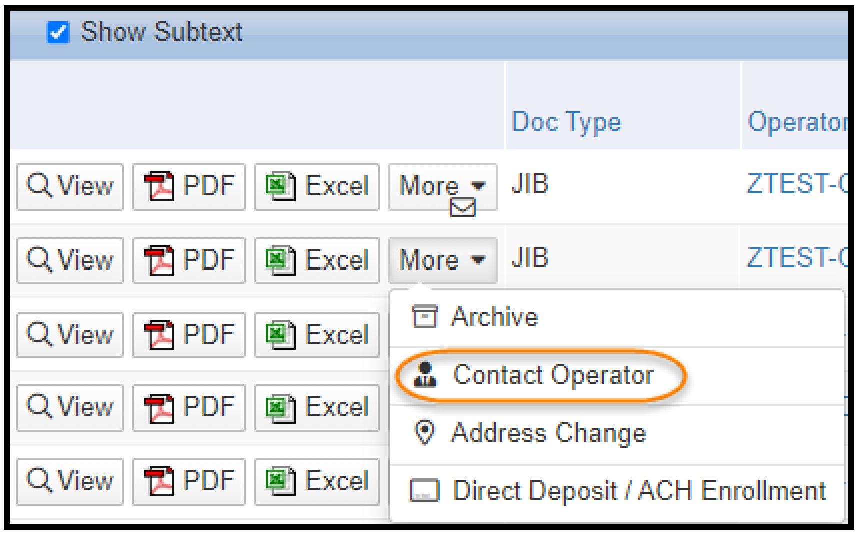
Well Number	Well Name	Int Type	Legal Description	County	Decimal Interest
71764	CAVEMAN 221H	RI	SECTION 7 AND 12, T22S R27E	Eddy	0.00000916
71765	CAVEMAN 222H	RI	SECTION 7 AND 12, T22S R27E	Eddy	0.00000916
71766	CAVEMAN 223H	RI	SECTION 7 AND 12, T22S R27E	Eddy	0.00000916
71767	CAVEMAN 224H	RI	SECTION 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

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

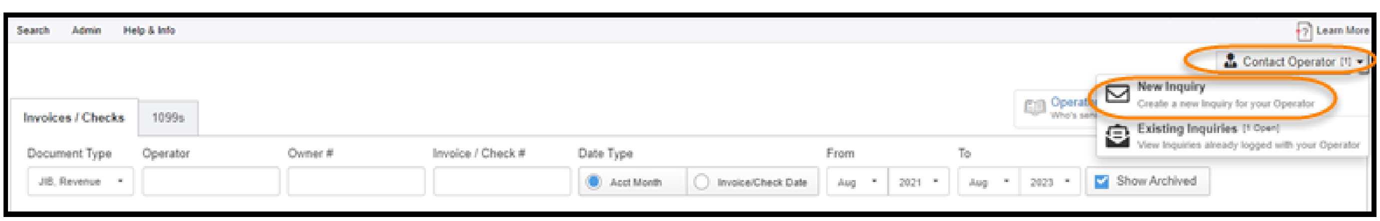
Owners can enroll in direct deposit with the Operator, by submitting an **Electronic Payment** form electronically through EnergyLink.

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

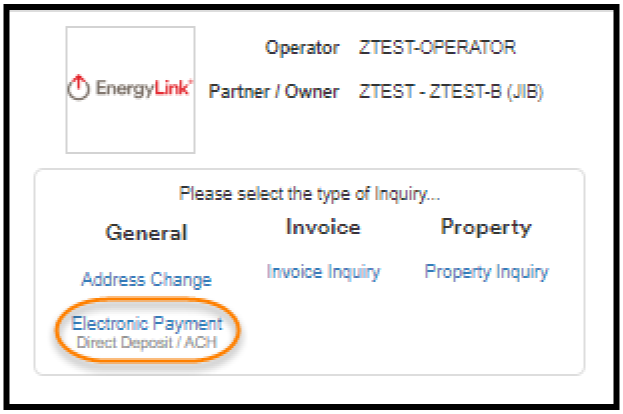
1. Click on the **Contact Operator** button by choosing <u>one</u> of the following methods:
   - Click on the **More** button within the **Invoice / Check** line and then select **Contact Operator**.



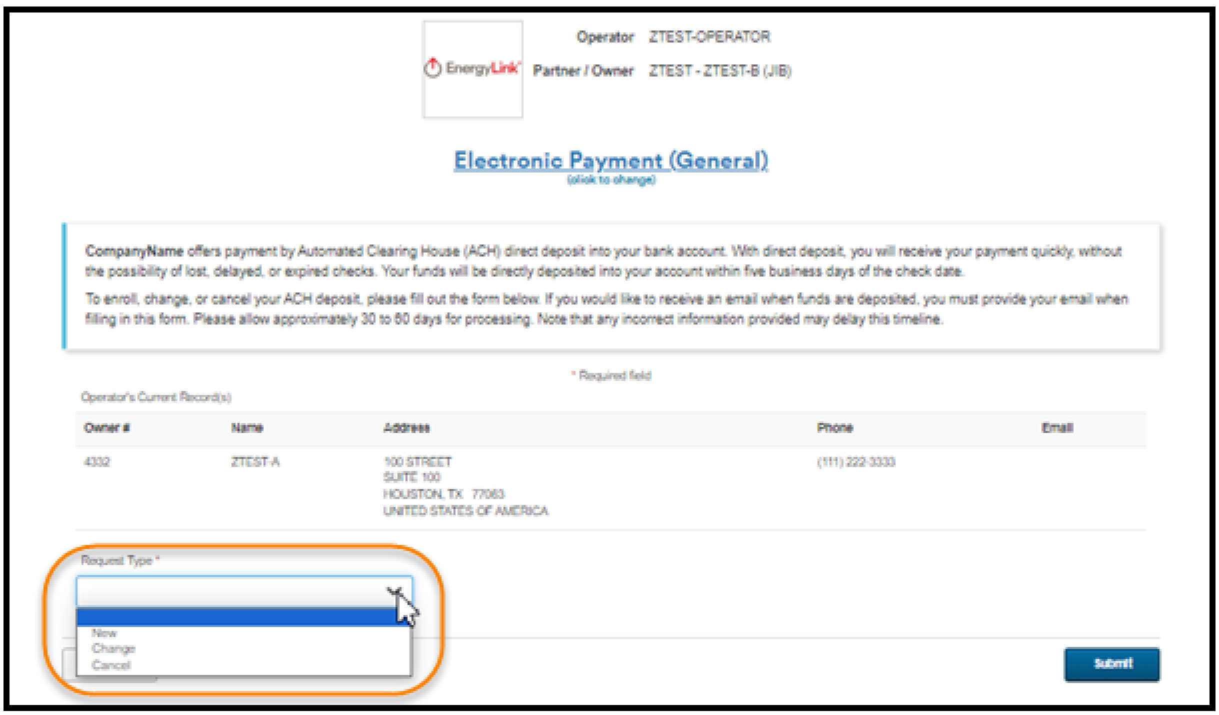
   - Click on the **Contact Operator** button, located in the top right corner of the screen and then select **New Inquiry**.



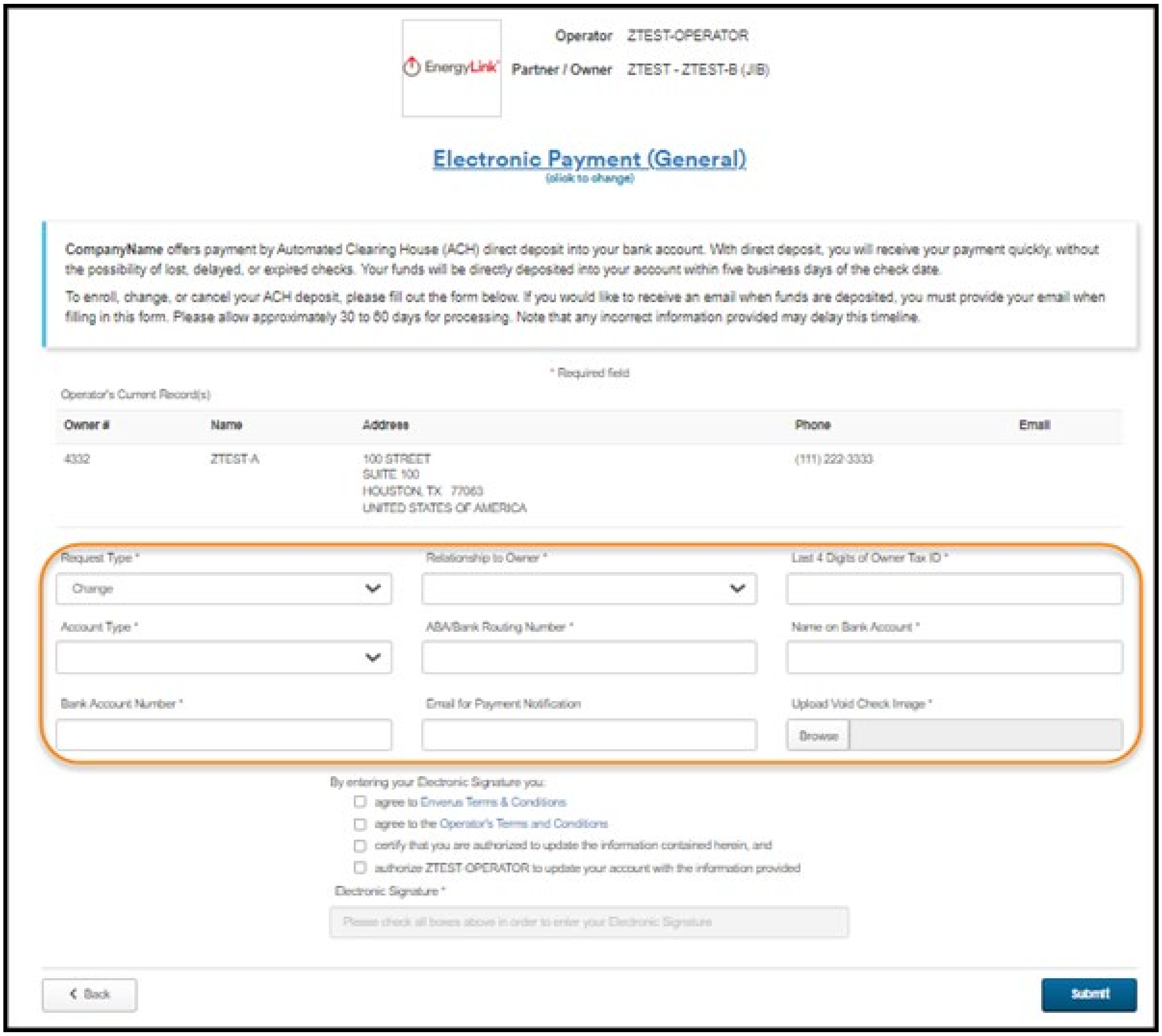
2. Click on the **Electronic Payment** hyperlink.



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



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



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* 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.

1 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.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: 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.

☐ Other (see instructions)

3b 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 . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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.

Social security number

_ _ _ – _ _ – _ _ _ _

or

Employer identification number

_ _ – _ _ _ _ _ _ _

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

Sign Here **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*.

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

(EXHIBIT A PART 6)

AMENDED OIL AND GAS LEASE

Amended Agreement, made and entered into the 29 day of May, 2026 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: 87, LOWE ADDITION

Reference oil and gas lease amended in Book:1201, Page:953, Dated 10/21/2025
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.

Amended lease has rights to collect all past due payments of any kind with rights to collect any and all dues owed.

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

Reception: 2607367 Book: 1210 Page: 0006 Pages: 3
Recorded: 05/29/2026 11:54 AM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL
JONATHAN SAMANIEGO
SAME DAY PICKUP

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 deraigning 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 29 DAY OF MAY 2026.

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 29th DAY OF MAY 2026, BY JONATHAN SAMANIEGO, REPRESENTATIVE OF AMERICAN ENERGY RESOURCES LLC.

12/08/2028
MY COMMISSION EXPIRES:

NOTARY PUBLIC:

SELMA BROWN
Notary Public
State of New Mexico
Comm. # 1116517
My Comm. Exp. Dec 8, 2028

(EXHIBIT A part 7)

MINERAL DEED

THAT, JONATHAN SAMANIEGO, A SINGLE MAN, AS ("GRANTOR"), WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232 FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLITY COMPANY AS ("GRANTEE") WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232, ALL THAT RIGHT, THE RIGHTS, TITLE, AND INTEREST IN THAT CERTAIN MINERAL REAL PROPERTY SITUATED IN THE COUNTY OF EDDY, STATE OF NEW MEXICO AND DESCRIBED AS FOLLOWS:

PROPERTY #4 155 127 274 435 SSUNSET HTS – BLOCK A LOT 47 MAP #220-55-19

and

LOT: 7 BLOCK: 25 Power's Addition

and

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 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

With rights to collect all past dues accounts that may be due if any.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025. JONATHAN SAMANIEGO, A SINGLE MAN.

JONATHAN SAMANIEGO

ACKNOWLEDGEMENT

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

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

MY COMMISSION EXPIRES: 12-11-2026

NOTARY PUBLIC: Yolanda Perez

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

JONATHAN SAMANIEGO
SAME DAY PICKUP

Reception: 2513968 Book: 1201 Page: 0956 Pages: 1
Recorded: 10/21/2025 01:48 PM Fee: $25.00
Eddy County, New Mexico -- Cara Cooke, County Clerk

SEAL

AC

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

JONATHAN SAMANIEGO

Reception: 2415070 Book: [illegible] Page 1146 Pages: 3
Recorded: 12/06/2024 [illegible] AM Fee: $25.00
Eddy County New Mexico - [illegible] Cook - County Clerk

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 6 DAY OF DECEMBER 2024.

Jonathan R. Samaniego

JONATHAN R. SAMANIEGO

ACKNOWLEDGMENT

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

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF December 2024, BY Jonathan Samaniego, a single man.

MY COMMISSION EXPIRES: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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

JOHNATHAN R SAMANIEGO
SAME DAY PICKUP

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Eddy County, New Mexico ~ Cara Cooke, County Clerk

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 deraigning 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

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 deraigning 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 Yolanda Perez

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

(EXTENDED EXHIBIT A part 2)

MINERAL DEED

THAT, BLACKGOLD DEVELOPERS LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, AS ("GRANTOR"), WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232 FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLITY COMPANY AS ("GRANTEE") WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232, ALL THAT RIGHT, THE RIGHTS, TITLE, AND INTEREST IN THAT CERTAIN MINERAL REAL PROPERTY SITUATED IN THE COUNTY OF EDDY, STATE OF NEW MEXICO AND DESCRIBED AS FOLLOWS:

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

and

DICKSON TERRACE BLOCK: 3 LOT:38

and

LOT 2, 4, AND 6 IN BLOCK 77 OF THE LOWE ADDITION

and

Section 6 – Township 22 South – Range 27 East THE EAST 47.6 FEET OF LOT F, BLOCK 131 RIVERVIEW TERRANCE LOT 0, BLOCK 131 RIVERVIEW TERRANCE

With rights to collect all past dues accounts that may be due if any.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025. JONATHAN SAMANIEGO, A SINGLE MAN.

JONATHAN SAMANIEGO
REPRESENTATIVE OF
BLACKGOLD DEVELOPERS LLC

ACKNOWLEDGEMENT

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF OCTOBER 2025 BY JONATHAN SAMANIEGO, REPRESENTATIVE OF BLACKGOLD DEVELOPERS 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

JONATHAN SAMANIEGO
SAME DAY PICKUP

Reception: 2513969 Book: 1201 Page: 0957 Pages: 1
Recorded: 10/21/2025 01:48 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk

SEAL

AC

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.

Reception: 2500[illegible] Book 1191 Page 0443 Pages: 3
Recorded: [illegible] AM Fee: $25.00
Eddy County, New Mexico - Cara Cooke, County Clerk
SEAL
AC

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 deraigning 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 22 DAY OF JANUARY 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 22 DAY OF JANUARY 2025, BY JONATHAN R. SAMANIEGO, AUTHORIZED REPRESENTATIVE OF BLACKGOLD DEVELOPERS LLC.

MY COMMISSION EXPIRES: 12-11-2026

NOTARY PUBLIC: Yolanda Perez

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 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

Reception: 2513963 Book: 1201 Page: 0951 Pages: 3
Recorded: 10/21/2025 01:41 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL
JOHNATHAN R SAMANIEGO
AC

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 deraigning 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: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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

(EXTENDED EXHIBIT A part 3)

MINERAL DEED

THAT, JONATHAN R. SAMANIEGO, A SINGLE MAN, AS ("GRANTOR") FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLILITY 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:

LOT: 14 BLOCK: 1 OF MAY SUBDIVISION OF 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.

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

Yolanda Perez
NOTARY PUBLIC

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

Reception: 2603206 Book: 1206 Page: 0841 Pages: 1
Recorded: 03/09/2026 02:42 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk

COUNTY CLERK SEAL EDDY COUNTY, NEW MEXICO

AC

JOHANTHON SAMANEIGO
SAME DAY PICKUP

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

Reception: 2603202 Book: 1206 Page: 0837 Pages: 3
Recorded: 03/09/2026 02:42 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL
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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 deraigning 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: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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

(EXTENDED EXHIBIT A part 4)

MINERAL DEED

THAT, JONATHAN R. SAMANIEGO, A SINGLE MAN, AS ("GRANTOR") FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLILITY 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.

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

Yolanda Perez
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

SEAL

AC

JOHANTHON SAMANEIGO

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
SEAL
AC

JOHANTHON SAMANEIGO

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 deraigning 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: Yolanda Perez

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

(EXHIBIT A part 5)

MINERAL DEED

THAT, JONATHAN R. SAMANIEGO, A SINGLE MAN, AS ("GRANTOR") FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLILITY 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:

LOT: 14 BLOCK: 1 OF MAY SUBDIVISION OF 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.

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

Yolanda Perez
NOTARY PUBLIC

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

Reception: 2603206 Book: 1206 Page: 0841 Pages: 1
Recorded: 03/09/2026 02:42 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL
AC

JOHANTHON SAMANEIGO
SAME DAY PICKUP

(EXHIBIT A part 4)

MINERAL DEED

THAT, JONATHAN R. SAMANIEGO, A SINGLE MAN, AS ("GRANTOR") FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLILITY 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.

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

Yolanda Perez
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

COUNTY CLERK SEAL EDDY COUNTY, NEW MEXICO

AC

JOHANTHON SAMANEIGO
SAME DAY PICKUP

(EXHIBIT A part 2)

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 17th day of March, 2023.

Jonathan R. Samaniego

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

The forgoing instrument was acknowledged before me this 17th 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: 1169 Page: 0104 Pages: 1
Recorded: 03/17/2023 11:49 AM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL
AC

MINERAL DEED

THAT, BLACKGOLD DEVELOPERS LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, AS ("GRANTOR"), WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232 FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLITY COMPANY AS ("GRANTEE") WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232, ALL THAT RIGHT, THE RIGHTS, TITLE, AND INTEREST IN THAT CERTAIN MINERAL REAL PROPERTY SITUATED IN THE COUNTY OF EDDY, STATE OF NEW MEXICO AND DESCRIBED AS FOLLOWS:

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

and

DICKSON TERRACE BLOCK: 3 LOT:38

and

LOT 2, 4, AND 6 IN BLOCK 77 OF THE LOWE ADDITION

and

Section 6 – Township 22 South – Range 27 East THE EAST 47.6 FEET OF LOT F, BLOCK 131 RIVERVIEW TERRANCE LOT 0, BLOCK 131 RIVERVIEW TERRANCE

With rights to collect all past dues accounts that may be due if any.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025. JONATHAN SAMANIEGO, A SINGLE MAN.

JONATHAN SAMANIEGO
REPRESENTATIVE OF
BLACKGOLD DEVELOPERS LLC

ACKNOWLEDGEMENT

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF OCTOBER 2025 BY JONATHAN SAMANIEGO, REPRESENTATIVE OF BLACKGOLD DEVELOPERS 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

JONATHAN SAMANIEGO
SAME DAY PICKUP

Reception: 2513969 Book: 1201 Page: 0957 Pages: 1
Recorded: 10/21/2025 01:48 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk

SEAL

AC

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.

Reception: 250093 Book: 1191 Page: 0448 Pages: 3
Recorded: 2025 10:34 AM Fee: $25.00
Eddy County, New Mexico - Cara Cooke, County Clerk
SEAL

SAME DAY PICKUP

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 deraigning 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 22 DAY OF JANUARY 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 22 DAY OF JANUARY 2025, BY JONATHAN R. SAMANIEGO, AUTHORIZED REPRESENTATIVE OF BLACKGOLD DEVELOPERS 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

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

JOHNATHAN R SAMANIEGO

Reception: 2513963 Book: 1201 Page: 0951 Pages: 3
Recorded: 10/21/2025 01:41 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk

SEAL

AC

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 deraigning 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: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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

MINERAL DEED

THAT, JONATHAN SAMANIEGO, A SINGLE MAN, AS ("GRANTOR"), WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232 FOR CONSIDERATION PAID, GRANTS TO, AMERICAN ENERGY RESOURCES LLC, A NEW MEXICO LIMITED LIABLITY COMPANY AS ("GRANTEE") WHOSE ADDRESS IS: P.O. BOX 114 HAGERMAN, NM 88232, ALL THAT RIGHT, THE RIGHTS, TITLE, AND INTEREST IN THAT CERTAIN MINERAL REAL PROPERTY SITUATED IN THE COUNTY OF EDDY, STATE OF NEW MEXICO AND DESCRIBED AS FOLLOWS:

PROPERTY #4 155 127 274 435 SSUNSET HTS – BLOCK A LOT 47 MAP #220-55-19

and

LOT: 7 BLOCK: 25 Power's Addition

and

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 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

With rights to collect all past dues accounts that may be due if any.

WITNESS MY HAND AND SEAL THIS 21 DAY OF OCTOBER 2025. JONATHAN SAMANIEGO, A SINGLE MAN.

JONATHAN SAMANIEGO

ACKNOWLEDGEMENT

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

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

MY COMMISSION EXPIRES: 12-11-2026

NOTARY PUBLIC: Yolanda Perez

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

JONATHAN SAMANIEGO
SAME DAY PICKUP

Reception: 2513968 Book: 1201 Page: 0956 Pages: 1
Recorded: 10/21/2025 01:48 PM Fee: $25.00
Eddy County, New Mexico -- Cara Cooke, County Clerk
SEAL
AC

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

JOHNATHAN R SAMANIEGO
SAME DAY PICKUP

Reception: 2513964 Book: 1201 Page: 0952 Pages: 3
Recorded: 10/21/2025 01:41 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 deraigning 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 Yolanda Perez

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

Reception: 2415070 Book: 1139 Page 1149 Pages: 3
Recorded 12/06/2024 11:20 AM Fee: $25.00
Eddy County New Mexico - Rosa Cook - County Clerk

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 deraigning 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 6 DAY OF DECEMBER 2024.

JONATHAN R. SAMANIEGO

ACKNOWLEDGMENT

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

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF December 2024, BY Jonathan Samaniego, a single man.

MY COMMISSION EXPIRES: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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 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

JOHNATHAN R SAMANIEGO
SAME DAY PICKUP
Reception: 2513965 Book: 1201 Page: 0953 Pages: 3
Recorded: 10/21/2025 01:41 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
SEAL

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 deraigning 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 A part 3)

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

COUNTY CLERK SEAL EDDY COUNTY, NEW MEXICO

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JOHANTHON SAMANEIGO
SAME DAY PICKUP

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 deraigning 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: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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 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

Reception: 2603202 Book: 1206 Page: 0837 Pages: 3
Recorded: 03/09/2026 02:42 PM Fee: $25.00
Eddy County, New Mexico ~ Cara Cooke, County Clerk
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JOHANTHON SAMANEIGO
SAME DAY PICKUP

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 deraigning 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: NOTARY PUBLIC:

12-11-2026 Yolanda Perez

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