

**NOTICE OF FILING OF PROPOSED
AGREED ORDER ON RECEIVER'S MOTION TO DETERMINE EXTENT AND
VALIDITY OF INTERESTS OF ALBERT ARBELAEZ
[ECF NO. 248]**

PLEASE TAKE NOTICE OF THE FOLLOWING MATTER:

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the "Receiver") for the Receivership Parties (as defined in the Receivership Order) and the receivership estates (collectively, the "Receivership Estates") in the above-captioned case (the "Case"), hereby files this *Notice of Filing of Proposed Agreed Order on Receiver's Motion to Determine Extent and Validity of Interests of Albert Arbelaez [ECF No. 248]* (the "Notice"). Attached to this Notice as **Exhibit A** is a copy of the proposed *Agreed Order on Receiver's Motion to Determine Extent and Validity of Interests of Albert Arbelaez [ECF No. 248]*.

Dated: September 6, 2022

Respectfully submitted,

By: /s/ Danielle N. Rushing

Danielle N. Rushing

State Bar No. 24086961

drushing@dykema.com

DYKEMA GOSSETT PLLC

112 East Pecan Street, Suite 1800

San Antonio, Texas 78205

Telephone: (210) 554-5500

Facsimile: (210) 226-8395

and

Rose L. Romero

State Bar No. 17224700

Rose.Romero@RomeroKozub.com

LAW OFFICES OF ROMERO | KOZUB

235 N.E. Loop 820, Suite 310

Hurst, Texas 76053

Telephone: (682) 267-1351

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on September 6, 2022, the foregoing document was served via CM/ECF on all parties appearing in this case and on the following unrepresented parties on this Court's docket and interested person via email:

Albert Arbelaez
310arbelaez@gmail.com

James Ikey
james.ikeyrcg@gmail.com

Bridy Ikey
bridydikey@gmail.com

IGroup Enterprises LLC
c/o James Ikey
james.ikeyrcg@gmail.com

John Muratore
c/o Theodore Grannatt
McCarter & English, LLP
tgrannatt@mccarter.com

Muratore Financial Services, Inc.
c/o Theodore Grannatt
McCarter & English, LLP
tgrannatt@mccarter.com

Thomas Brad Pearsey
c/o Theodore Grannatt
McCarter & English, LLP
tgrannatt@mccarter.com

Manjit Singh (aka Roger) Sahota
Harprit Sahota
Monrose Sahota
rogersahota207@gmail.com

Sunny Sahota
sunnysanangelo@gmail.com

/s/ Danielle N. Rushing
Danielle N. Rushing

EXHIBIT A

AGREED ORDER ON RECEIVER’S MOTION TO DETERMINE EXTENT AND VALIDITY OF INTERESTS OF ALBERT ARBELAEZ [ECF NO. 248]

CAME ON to be considered, the Receiver’s *Motion to Determine Extent and Validity of Interests of Albert Arbelaez* (the “Motion”)¹ [ECF No. 248]. Deborah D. Williamson, in her capacity as Court-Appointed Receiver (the “Receiver”) and Albert Arbelaez (“Arbelaez”) hereby agree and stipulate as follows:

1. Arbelaez was conveyed a ten (10%) working interest in and to the wellbore only of the Kari #02WC, API#41332966 (the “Kari Well”) located in Schleicher County, Texas, pursuant to that Partial Assignment of Oil, Gas and Mineral Leases, filed in the Official Records of Schleicher County, Texas, on June 28, 2021 (Doc # 20210000413) (the “Partial Assignment”) and additionally described in that Assignment of Oil and Gas Leases dated with an effective date of March 1, 2019 from JABS Holdings, LLC to Barron Petroleum, LLC and filed in the Official Records of Schleicher County, Texas (Doc #20190000213) (the “JABS Assignment”).

2. Arbelaez asserts he was conveyed an additional undivided twenty (20%) percent interest in the Kari Well pursuant to an unrecorded Purchase Agreement and Bill of Sale effective February 1, 2021 (the “Purchase Agreement”).

3. Arbelaez also asserts that pursuant to the Partial Assignment and the Purchase Agreement he has an undivided thirty percent interest in all of the oil and gas leases which “cover” the Kari Well.

4. The Receiver received approval to conduct an auction of oil and gas interests of any Receivership Party. *See Order (1) Granting Authority to Sell Oil and Gas Assets;*

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed in the Receivership Order or Motion, as applicable.

(2) Approving Engagement of Sales and Marketing Firm; and (3) Approving Sales Procedures dated June 8, 2022 [ECF No. 215] (the “Auction Order”).

5. Pursuant to the Auction Order, EnergyNet.com LLC (“EnergyNet”) will conduct an auction of the Kari Well and related leases (the “Auction”). The Auction is currently scheduled to “open” on September 8, 2022 and to “close” on September 15, 2022. The Kari Well and related leases are scheduled to be sold in a “Lot” which will include other oil and gas properties. The Kari Well is currently not producing.

6. Arbelaez consents to a sale in the Auction of any and all interests and claims he may own or otherwise assert in the Kari Well and the oil and gas leases which cover the Kari Well.

7. The Receiver and Arbelaez agree that the purchaser of any Lot which includes the Kari Well will be required to specify an allocated purchase price for the Kari Well (the “Kari Purchase Price”).

8. If the Kari Well sells in the Auction, Arbelaez shall be entitled to receive the greater of (i) two thousand dollars (\$2,000) or (ii) twenty percent (20%) of the Kari Purchase Price, net of any related commission due to EnergyNet. The Receiver will receive the remainder of the Kari Purchase Price, subject to the items and conditions of her agreement with EnergyNet. As there is no current production from the Kari Well, Arbelaez acknowledges that the Kari Purchase Price may be *de minimus*.

9. If the Kari Well is sold in the Auction, Arbelaez will waive and be deemed to have quitclaimed any right, title or interest on the Kari Well. If the Kari Well does not sell in the Auction, Arbelaez will be entitled to an undivided twenty percent (20%) working interest in the wellbore only of the Kari Well.

10. In either event, Arbelaez hereby waives, releases and disclaims any right, title or interest in (i) the Kari Well, and (ii) any related leases and any other assets of any Receivership Party or Entity including, without limitation on any interest described on Exhibit A to the Purchase Agreement. To the extent necessary so as to vest legal title to the interest previously claimed by Arbelaez or to which a claim may have been made, Arbelaez assigns, transfers and conveys that interest to the Receiver, without warranty of title but with full subrogation of all rights, in and to the Kari Well and the oil and gas leases described in any instruments in the Receiver's chain of title (but subject to Paragraph 8 herein above).

11. No objections to the Motion were filed by Arbelaez or any other person.

IT IS THEREFORE ORDERED that the Motion is **GRANTED** as modified herein.

Approved this ___ day of _____, 2022

HAL R. RAY, JR.
UNITED STATES MAGISTRATE JUDGE

AGREED TO:

By: Deborah D. Williamson
Name: Ms. Deborah D. Williamson
Title: As Receiver appointed in
Case No. 4:21-cv-1310-O-BP
Pending in the Northern District of Texas,
Fort Worth Division

Date: September 2, 2022

By: Albert Arbelaez
Name: Albert Arbelaez

Date: September 2, 2022

Submitted by:

Danielle N. Rushing
State Bar No. 24086961
drushing@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

and

Rose L. Romero
State Bar No. 17224700
Rose.Romero@RomeroKozub.com
LAW OFFICES OF ROMERO | KOZUB
235 N.E. Loop 820, Suite 310
Hurst, Texas 76053
Telephone: (682) 267-1351

COUNSEL TO RECEIVER