OIL & GAS LEASE BODK 287 PAGE 97. THIS AGREEMENT made this _10th day ofJanuary	· · ·
See Exhibit "A" attached heretoand incorporated herein by reference	
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All classor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalities herein provided and of the agreements of the i ein contained, hereby grants, leases and lets exclusively unto lesses for the purpose of investigating, exploring, prospecting, dring, and operating for and producing oil and gas, gas, waters, birth fuids, and air into subaurize strata, laying pipe lines, storing oil, building tanks, readways, telephone lines, and other structures and things there on to produce e care of, treat, process, store and transport said minerals, the following described land in <u>Chaves</u> <u>Township 6 South, Range 23 East, NMPM</u> Section 19: Lots 1, 2, E/2NW/4, NE/4SW/4 N/2SE/4, SE/4SE/4 Section 30: S/2NE/4, NE/4SE/4, S/2SE/4, SE/4NW/4, N/2SE/4, E/2SW/4 Section 31: NW/4NE/4 Section 31: NW/4NE/4 Section 31: NW/4NE/4	· · · · · · · · · · · · · · · · · · ·
rein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, g gas, waters, other fluids, and at into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, e care of, treat, process, store and transport said minerals, the following described land in <u>Chaves</u> County, New Mexico, ' <u>Township 6 South, Range 23 East, NMPM</u> Section 19: Lots 1, 2, E/2NW/4, NE/4SW/4 N/2SE/4, SE/4SE/4 Section 30: S/2NE/4, NE/4SE/4, S/2SE/4, SE/4NW/4, N/2SE/4, E/2SW/4 Section 31: NW/4NE/4 Said land is estimated to comprise <u>1,360.00</u> acres, whether it actually comprises more or less. 2. Subject to the other provisions herein contained, this lease shall remain in force for a term of <u>ORE (1)</u> years from this date (called "primary term") a g thereafter as oil or gas is produced from land with which said land is pooled. 2. Subject to the other provisions herein contained, this lease shall remain in force for a term of <u>ORE (1)</u> years from this date (called "primary term") a g thereafter as oil or gas is produced from said land of the ring land other liquid hydrocarbons saved at the well <u>1/4</u> of the mount easily as or other gaseous substance pro- m said land and used off the premises or used in the manufacture of gas file or other products, the market value at the well <u>1/4</u> of the angust relation of the angust relation or therefore at non terming in said and or relations with said from or the pipeline to which the wells may be connected; (b) on gas, including casingheed gas or other gaseous substance pro- m said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of <u>1/4</u> of the angust relation at the relation of the date shall be paid from such saids (c) and at any time when this life said such nut in eidth relation or relation such as a condenaste	n called lessor (whether one or more) and
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ider of royalties and shut in royalties may be made by check or draft. Any timely payment or tender of shut in royalty which is made in a bona fide attempt to make proper paymen	e party or parties who at the time of such p
ich is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had	er of royalties and shut-in royalties may be
de if lessee shall correct such error within 30 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with	
itten instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the tablished by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mer	if lessee shall correct such error within 30
t amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders	if lessee shall correct such error within 30 in instruments (or certified copies thereof) a
e event lessee compresses, treats, purifies, or dehydratee such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing r reunder may deduct from such price a reasonable charge for each of such functions performed.	 If lessee shall correct such error within 30 in instruments (or certified copies thereof) is lished by the gas sales contract entered int mount received by lessee after giving effect
4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any pays breunder in order to meintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalities on actual productions of whatsoever.	If lessee shall correct such error within 30 en instruments (or certified copies thereof) lished by the gas sales contract entered int mount received by lessee after giving effect vent lessee compresses, treats, purifies, t
ant to the provisions or Paragraph 3 hereof.	If lessee shall correct such error within 30 in instruments (or certified copies thered) in lished by the gas sales contract entered int mount received by lessee after giving effect vent lessee compresses, treats, purifies, inder may deduct from such price a reasor This is a paid-up lesse and lessee shall no
5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, m states or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and the standard provided the standard provided to a state or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit fixed by law or by the Oil Conservation Division of the Energy and the standard provided to a state of the state	If leasee shall correct such error within 30, en instruments (or certified copies thereof) i lished by the gas sales contract entered int mount received by lessee after glving effoct vent lessee compresses, treats, purifies, under may deduct from such price a reasor This is a paid-up lease and lessee shall no inder in order to meintain this lease in force to the provisions or Paragraph 3 hereof.
inerals Department of the State of New Mexico or by any other lawful authority for the pool or area in which said land is situated, plus a tolerance of ten percent. Lessee shall file w	If issee shall correct such error within 30, en instruments (or certified copies thereof) a lished by the gas sales contract entered int mount received by lessee after giving effact vent lessee compresses, treats, purifies, o inder may deduct from such price a reasor This is a paid-up lesse and lesaee shall no inder in order to meintain this lease in force to the provisions or Paragraph 3 hereof. Lessee is hereby granted the right and pow
It designations in the county in which the premises are located and auch units may be designated from time to time and either before or after the completion of wells. Drilling oper- or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land describ	If lessee shall correct such error within 30, en instruments (or certified copies thereof) a lished by the gas sales contract entered int mount received by lessee after giving effoct vent lessee compresses, treats, purifies, inder may deduct from such price a reasor This is a paid-up lease and lessee shall no inder in order to meintain this lesse in force to the provisions or Paragraph 3 hereof. Lessee is hereby granted the right and pow es or parts thereof for the production of oil

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this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which than et oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production of could allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is altuated at any time after the complation of a dry hole or tha cessation of production on said unit. 6. If at the expiration of the primary term there is no well upon said land capable of producing oil or gas, but lessee has commenced operations be on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long therafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land capable of resolution and in the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long therafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said lands the said as a should become incapable of producting of any cause, this lease shall remain and if they result in the production of oil or gas, so long therafter as oil or gas is produced from said land. If, after the expiration of the primary term, all wells upon said land capable of production of additional drilling or reworking wells and it haves the result. If any drilling, additional drilling or preworking wells in the

7. Lesses shall have free use of oil, gas and water from sail land, except water from lessor's waters, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lassee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land, without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

lights in the principal dwelling thereon, out of any surplus gas not needed tor operations hereunder. 8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee: and no such change or division shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by certified mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the ownership is the option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his setate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lesse insofar as it covers a part of said lands upon which. lessee or any assignee there of shall properly comply or make such payments.

9. Should lessee be prevented from complying with any express or implied covenant of this lesse, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or state law or any order, rule or regulation of governmentmental authority, then while so prevented is a by any such cause from conducting drilling or reworking operations of from comply therewith; and this lesse shall be extended while and so long as lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, anything in this lesse to the contrary notwithstanding.

11. Lessee. Its or his successors, heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a ralease thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and therafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

See items 1-4 Addendum to Lease of McKnight Heirs with McKay Oil Corporation attached hereto and incorporated herein for all purposes.

BOOK 287 PAGE 973

EXHIBIT "B"

ADDENDUM TO LEASE OF MCKNIGHT HEIRS

WITH MCKAY OIL CORPORATION

DATED: Jan. 10, 1986

1. Lessee shall commence the drilling of at least one well, on a legal location of its choice, on this acreage within 60 days from the execution of this lease. The well shall be drilled to a depth sufficient to test the Abo formation. For the purpose of this lease the term "on this acreage" shall mean acreage which would be included in a drilling proration unit as defined by the New Mexico Oil Conversation Commission and acreage communitized. In the event that said well is not drilled within 60 days from the execution of this lease, this lease shall be null and void as to all acreage included herein. (This lease shall be limited to all depths down to 100' below the deepest deepth drilled in the initial test well.)

2... Upon the official completion of the initial well as a dry hole or a producer, Lessee shall have the option, but not the obligation, for a period of 180 days, to commence a continuous drilling program on this acreage. For the purpose of this lease, the term "continuous drilling program" shall mean that no more than one hundred eighty (180) consecutive days shall expire between the official completion of one well as a dry hole or a producer and the commencement of drilling operations of another well on this acreage of a legal location of Lessee's choice. Further, for the purpose of this lease, time between wells shall be cumu-(For example, if two or more wells are drilled within lative. less than 180 days, the unexpired days shall be added to the next 180 day drilling requirement.) In the event that the time for the continuous drilling program has elapsed, this lease shall expire as to all acreage covered hereby, save and except producing proration units defined by the New Mexico Oil Conservation Commission. Further, this lease shall expire and be null and void as to all provisions after the primary term of one (1) year but may be renewed upon written concent of the Lessors.

3. Payment of shut-in royalties as provided in Paragraph 3 hereof shall not extend this lease more than three (3) years beyond the primary term.

4. This lease may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

BOOK 287 PAGE 974

MCKNIGHT LEASE

EXHIBIT "A"

- Frank M. Remmele aka Fritz Remmele and Ladye Dee Remmele, his wife 300 S. Kentucky Roswell, New Mexico 88201
- Ladye Dee Remmele, II aka Eta Remmele
- 3. F. Michelle Storey aka Mickey Remmele
- Mrs. Brian Elizabeth Williams aka Beth Remmele
 2360 Village Circle Road Atwater, CA 95301
- 5. Ruby Remmele Camlu Retirement Apt. #309 12101 Lomas, N.E. Albuquerque, New Mexico 87112

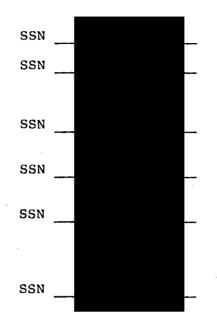


EXHIBIT "C"

ATTACHED AND HEREBY MADE APART OF THAT CERTAIN OIL AND GAS LEASE DATED DECEMBER 6, 1985 BY AND BETWEEN MCKNIGHT HEIRS AND MCKAY OIL CORPORATION. Frank M. Remmele 14 Acc Σ Ladye Dee Remmele Ladye Dee Remmele, II hmk Frank M. Remmele, Co-Conservator for F. Michelle Storey RS MINELE Ladyé Dee Remmele, Co-Conservator for F. Michelle Storey Mrs. Brian Elizabeth Williams Ruby Remmele Frank M. Remmele, Attorneyin-Fact for Ruby Remmele STATE OF NEW MEXICO ss: COUPTY OF CHAVES S , ThiARhastrument was acknowledged before me this 10th day of January, 1986, by Frank M. Remmele and Ladye Dee Remmele, his Wiff UCLUSS MY COMMISSION EXPIRES: CF 11211 7-9-88 Notary STATE OF ss: COUNTY OF This instrument was acknowledged before me this day of , 1986, by Ladye Dee Remmele, II., aka Eta Remmele., dealing in her sole and separate property. MY COMMISSION EXPIRES:

Notary Public

BOOK 287 PAGE 976

EXHIBIT "C"

ATTACHED AND HEREBY MADE APART OF THAT CERTAIN OIL AND GAS LEASE DATED DECEMBER 6, 1985 BY AND BETWEEN MCKNIGHT HEIRS AND MCKAY

k n IN Frank M. Remmele Hic XGE 20 Ladye Dee Remmele Ladye Dee Remmele, II kmt Frank M. Remmele, Co-Conservator for F. Michelle Storey KS. Marste 40 Ladye Dee Remmele, Co-Conservator for F. Michelle Storey Clizabet Brian Élizabeth Williams Ruby Remmele MK Frank M. Remmele, Attorneyin-Fact for Ruby Remmele STATE OF NEW MEXICO SS: COUNTY OF CHAVES This instrument was acknowledged before me this 10th day of January, 1986, by Frank M. Remmele and Ladye Dee Remmele, his wife. MY COMMISSION EXPIRES: 7-9-88 STATE OF ss: COUNTY OF

OIL CORPORATION.

This instrument was acknowledged before me this _____ day of , 1986, by Ladye Dee Remmele, II., aka Eta Remmele., dealing in her sole and separate property.

MY COMMISSION EXPIRES:

Notary Public

Notary

Public

BOOK 287 PAGE 977

EXHIBIT "C"

	ATTACHED AND HEREBY MADE APART OF THAT CERTAIN OIL AND GAS LEASE DATED DECEMBER 6, 1985 BY AND BETWEEN MCKNIGHT HEIRS AND MCKAY OIL CORPORATION.
~	Trank in firmale
	Frank M. Remmele
	Ledis Dis Kommele
	Ladye Dee Remmele
	Labor Des Democia II
	Ladye Dee Remmele, II
	Jame m Kennel
	Frank M. Remmele, Co-Conservator
	for F. Michelle Storey
	Tada Da RSminile
	Ladye Dee Remmele, Co-Conservator
	for F. Michelle Storey
	Mrs. Brian Elizabeth Williams
	Duba M Ramagel
X	Ruby Remme Le,
	Ruby Remme Le
<	Frank M Kemmele
	Frank M. Remmele, Attorney-
	in-Fact for Ruby Remmele
	STATE OF NEW MEXICO)
	COUNTY OF CHAVES)
	This instrument was acknowledged before me this 10th day of
	January, 1986, by Frank M. Remmele and Ladye Dee Remmele, his
	vife.
	MY COMMISSION EXPIRES:
	7-9-88 Notary Public
	Notary Public /
	STATE OF)) ss:
	COUNTY OF
	This instrument was acknowledged before me this day of
	, 1986, by Ladye Dee Remmele, II., aka Eta Remmele., dealing in her sole and separate property.
	YY COMMISSION EXPIRES:

Notary Public

BOOK 287 PAGE 978

EXHIBIT "C" CONTINUED

STATE OF CALIFORNIA)) ss: COUNTY OF <u>Nerced</u>)

This instrument was acknowledged before me this <u>Jor</u>day of <u>Jonuace</u> 1986, by Mrs. Brian Elizabeth Williams, aka Beth Remmele, dealing in her sole and separate property.

MY COMMISSION EXPIRES:

9-16-80

STATE OF NEW MEXICO COUNTY OF CHAVES

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Jan Contraction		SEAL
	JOY L.	BECKER 👔
1 Testa	NOTARY PUBL	C - CALIFORNIA
		es Sapt. 16, 1986

This instrument was acknowledged before me this 10th day of January, 1986, by Frank M. Remmele and Ladye Dee Remmele, Co-Conservators for F. Michelle Storey aka Mickey Remmele. property.

ss:

MY COMMISSION EXPIRES:

7-9-88

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

This instrument was acknowledged before me this 10th day of January, 1986, by Frank M. Remmele, Attorney-in-Fact for Ruby Remmele.

MY COMMISSION EXPIRES:

7-9-88

Salay services

Notary Public

STATE OF NEW MEXICO)) ss: COUNTY OF)

This instrument was acknowledged before me this _____ day of _____, 1986, by Ruby Remmele, dealing in her sole and separate property._____

MY COMMISSION EXPIRES:

Notary Public

BOOK 287 PAGE 979

EXHIBIT "C" CONTINUED

STATE OF CALIFORNIA)) ss: COUNTY OF)

This instrument was acknowledged before me this _____ day of _____, 1986, by Mrs. Brian Elizabeth Williams, aka Beth Remmele, dealing in her sole and separate property.

MY COMMISSION EXPIRES:

	Notary Public
January, 1986, by Frank	ss: acknowledged before me this <u>10th</u> day of M. Remmele and Ladye Dee Remmele, Michelle Storey aka Mickey Remmele.
property. ^D UDLVC MY COMMISSION EXPIRES: 7-9-88	Ann T. Schutt
STATE OF NEW MEXICO) COUNTY OF CHAVES) This instrument was JanuaryA 1986, by Frank Remmele. MY COMMISSION EXPIRES: 7+9+88	ss: acknowledged before me this <u>10th</u> day of M. Remmele, Attorney-in-Fact for Ruby
STATE OF NEW MEXICO) COUNTY OF)	SS:
	acknowledged before me this day of Y Remmele, dealing in her sole and
MY COMMISSION EXPIRES:	
	Notary Public

BOOK 287 PAGE 980

EXHIBIT "C" CONTINUED

STATE OF CALIFORNIA)) ss: COUNTY OF)

This instrument was acknowledged before me this _____ day of _____, 1986, by Mrs. Brian Elizabeth Williams, aka Beth Remmele, dealing in her sole and separate property.

MY COMMISSION EXPIRES:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

This instrument was acknowledged before me this <u>10th</u> day of January, 1986, by Frank M. Remmele and Ladye Dee Remmele, Co-Conservators for F. Michelle Storey aka Mickey Remmele. property.

SS:

MY COMMISSION EXPIRES:

7-9-88

STATE OF NEW MEXICO)) ss: County of Chaves)

This instrument was acknowledged before me this 10th day of January, 1986, by Frank M. Remmele, Attorney-in-Fact for Ruby Remmele.

MY COMMISSION EXPIRES:

7-9-88

Notary Public

STATE OF NEW MEXICO ss: COUNTY OF DIAMON

This instrument was acknowledged before me this day of which is instrument was acknowledged before me this day of

ate property. MY COMMISSION EXPIRES:

Notary Public

Stota of Hemplexica] ss County of Chaves] ss