

## RANDALS' OIL AND GAS LEASE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between James T. Randals and Dorothy R. Randals, Trustees for the James T. Randals and Dorothy R. Randals Revocable Family Trust dated December 12, 2000, Richard Randals, a single man, Jina D'Aun Randals, a married woman dealing herein with her sole and separate property, (hereinafter referred to as "Lessor," whether one or more, or "Randals") and Tucumcari Exploration, LLC (hereinafter referred to as "Lessee");

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein 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 (however, the term "gas" includes hydrocarbon gases such as casing head gas, coalbed methane gas, coalbed gas, and methane gas, including helium gas, but does not include carbon dioxide gas and other commercial gases), injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat process, store and transport such oil or gas, the following described land in Quay County, New Mexico, to-wit:

See Legal Description attached hereto, marked Exhibit "A" and made a part hereof by reference (hereinafter referred to as "said land").

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of 3 (three) years from this date (called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said land or from land with which said land is pooled.

3. a. The royalties to be paid by Lessee are:

(i) on oil, and other liquid hydrocarbons saved at the well, three-sixteenths (3/16) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected;

(ii) on gas, including casinghead gas or other hydrocarbon gases produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of three-sixteenths (3/16) of the gas used, provided that on gas sold on or off the premises, the royalties shall be three-sixteenths (3/16) of the amount realized from such sale;

(iii) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, after production therefrom, then on

or before ninety (90) days after said well is shut in, and thereafter at annual intervals, Lessee may pay or tender an advance shut-in royalty equal to Ten Dollars (\$10.00) per net acre of Lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate; provided, however, it is understood and agreed that this Lease cannot be extended after the primary term by payments of shut-in gas royalty for more than five (5) years consecutive and during such an extension it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. The above-noted shut-in royalty shall increase by the amount of inflation set forth in the Consumer Price Index beginning the first year following such shut-in royalty payment. The base shut-in royalty shall remain unchanged through the first year the shut-in royalty is paid. Thereafter, the base shut-in royalty shall be adjusted by an amount equal to that percentage increase of the base shut-in royalty, which is equal to the percentage increase in the cost of living as of the first day of the first month of the first year of the shut-in royalty, to the cost of living as reflected by the "Consumer Price Index, all Urban Consumers, U.S. City Average, all Items," published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor index. The adjusted shut-in royalty shall become the new shut-in royalty for the next annual period. A similar adjustment shall occur annually thereafter. In no event shall the shut-in royalty be less than the base shut-in royalty.

Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The payment or tender of royalties and shut-in royalties shall be made by bank certified or cashier's check or such other arrangement as is agreed upon by the parties. The amount realized from the sale of gas on or off the premises shall be the price established 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 mean the net 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. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, Lessee in computing royalty hereunder shall not deduct from such price a charge for each of such functions performed. In the event Lessee transports and treats oil to make it marketable as crude, Lessee in computing royalty hereunder shall not deduct from such price a charge for each of such functions performed.

If this lease covers a less interest in the oil and gas in all or any part of said land the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

b. Notwithstanding the forgoing provisions of Subparagraph (a) above to the contrary, for each well developed and produced under this Lease, commencing the first day of the calendar month following the calendar month in which Lessee has recovered the costs of drilling,

completing and equipping such well from the production thereof, the royalties to be paid by Lessee for such wells shall be one-fourth (1/4) substituted in lieu of three-sixteenths (3/16) in each place reflected in Subparagraph (a) above. The Lessee shall receive credit for payout of Three Hundred Thousand Dollars (\$300,000.00) for each existing well to be credited separately, on a total of seven (7) existing wells which were drilled by CKG Energy, Inc. The payout of Three Hundred Thousand Dollars (\$300,000.00) per well will be recouped on a per well basis, only if that particular well produces sufficient gas to offset such cost.

4. If operations for drilling wells are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date Lessee shall pay or tender to Lessor a rental of Ten Dollars (\$10.00) per acre which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of twelve (12) months each during the primary term.

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, 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 Minerals 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 written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. Drilling operations on 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 described in 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 the net 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 so 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 situated at any time after the completion of a dry hole or the 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 for drilling or reworking thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, whether such 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 thereafter as oil or gas is produced in paying quantities from said land. If, after the expiration of the primary term, all wells upon said land should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling or for reworking within sixty (60)

days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced in paying quantities hereunder.

7. Lessee shall have free use of oil and gas, 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 within one hundred eighty (180) days after the expiration or termination of this lease to remove all property and fixtures placed by Lessee 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 (below thirty-six inches (36")), and no well shall be drilled within one thousand feet (1,000') 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.

8. Subject to the terms of Paragraph 15 below, 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 thirty (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 owner, Lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate 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.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, 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 governmental authority, then while so prevented, Lessee's duty shall be suspended, and Lessee shall not be liable for failure to comply therewith; and this lease 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 lease to the contrary notwithstanding.

10. Lessor does not warrant title to said land, either expressly or impliedly. Lessor does represent that it has done nothing to damage title. Lessee shall, at its sole expense, cure any title deficiencies or requirements, which may presently exist or may arise in the future relating to or in connection with title to said land, including the validity of this Oil and Gas Lease. Further, Lessee shall indemnify and hold Lessor harmless against any and all claims, losses, liabilities, damages, penalties and expenses which Lessor may be required to pay, including attorney fees, costs and expenses, relating to or in connection with title to said land. If a claim is made against Lessor

concerning the foregoing, Lessor shall promptly notify Lessee of such claims(s) and Lessee shall assume defense of same with counsel acceptable to Lessor. Lessor shall be entitled at its own expense, but not required, to participate with Lessee in such defense. Upon such notice to Lessee, Lessee shall notify Lessor in writing the name, address, telephone number and e-mail address of the attorney(s) at law Lessee proposes to employ to conduct such defense. Lessor shall notify Lessee within three (3) business days whether such counsel is acceptable to Lessor. In the event Lessee fails to assume such defense, Lessor shall be entitled to defend same or enter into settlement of any such claims without further notice or consent of Lessee, and Lessee shall pay to Lessor all payments, cost, expenses, including attorneys' fees expended or incurred and damages paid or incurred in such defense and/or settlement whether incurred at trial or appellate level or in some other proceeding, including and bankruptcy proceeding.

11. Lessee shall not designate an operator for all or part of said land without obtaining Lessor's prior written consent to such operator(s), which consent shall not be unreasonably withheld or delayed. Lessee shall provide to Lessor written notice containing the name, address, telephone number and e-mail address of its proposed operator together with the name of a contact person with such operator. Lessor shall have fifteen (15) days from date of receipt of such notice in which to conduct due diligence and provide Lessee with its written consent to or rejection of such operator. Failure of Lessor to so respond to Lessee within said fifteen (15) days shall constitute Lessor's consent to Lessee's designation of said operator.

12. 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 release thereof of record in the county in which said land is situated; thereupon, except for any unsatisfied accrued obligations of Lessee, if any, Lessee shall be relieved from all other obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. At the expiration of the primary term hereof, this lease shall terminate as to all lands covered hereby not then included in or otherwise allocated to a "well unit," as hereinafter defined, unless Lessee is producing oil, gas or other hydrocarbons from any well on the leased premises, or then engaged in the drilling or reworking of any well on the leased premises and does not allow more than one hundred eighty (180) days to elapse between the completion or abandonment of one well on such land and the commencement of another well thereon until the leased premises have been "fully developed," as hereinafter defined. Operations for drilling of the first such development well must be commenced within one hundred eighty (180) days after the expiration of the primary term if production is established in paying quantities under this Lease prior to the expiration of the primary term. Should Lessee fail to timely commence a well in accordance with the aforesaid one hundred eighty (180) day continuous drilling or development program prior to the point in time the leased premises have been fully developed then this lease shall terminate as to all lands not included in or otherwise allocated to a well unit. For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing in paying quantities of oil and/or gas as prescribed and permitted by the applicable rules and regulations of the State of New Mexico

or other governmental authority having jurisdiction, and the term "fully developed" shall mean the point in time when the entirety of the leased premises has been included in a well unit, or units as prescribed and permitted by the applicable rules and regulations of the State of New Mexico or other governmental authority having jurisdiction. Completion as defined herein shall be the date total depth of the well bore is attained. Upon expiration or termination of this Lease as provided above, Lessee shall execute an appropriate release(s) and shall cause same to be properly recorded in the Records of the Clerk of Quay County, New Mexico.

14. At the expiration of the primary term of three (3) years hereof, or after cessation of the continuous drilling program as set out above (whichever occurs later), this Lease shall automatically terminate as to all horizons and formations located below the base of the deepest formation from which there is then production in paying quantities of oil and/or gas from any well drilled on the leased premises, or acreage pooled therewith, pursuant to the terms of this Lease.

15. Lessee shall require of any successor or assignee to whom Lessee may assign or transfer all or any parts of the lease or lands embraced therein to assume and agree to perform the obligations required of Lessee under the terms of this lease as same now exists, or as same may be amended, modified or supplemented from time to time hereafter; provided, however, that such assumption and agreement to perform by any such successor or assignee shall not relieve Lessee from Lessee's responsibility for performance of the obligations and duties herein while Lessee owns interest in this lease. Notwithstanding anything contained herein to the contrary, if Lessee should determine it will assign or transfer all of its interest in this lease or lands embraced therein so that upon completion of same it will no longer own an interest therein, Lessee shall not make such assignment or transfer without the prior written consent of Lessor, provided Lessor will not unreasonably withhold its consent to any such assignment or transfer.

16. Except as provided in Paragraph 21 below, if any payment required of Lessee under the terms and provisions of this lease is not timely paid or if Lessee is in material breach of any of the other terms and provisions thereof, Lessor after providing thirty (30) days written notice to Lessee specifying such failure or default, shall be entitled to declare Lessee's rights hereunder terminated if such breach is not corrected within said thirty (30) day period, unless Lessee shows actual progress during said thirty (30) days that such breach is being corrected and that good faith efforts are ongoing and will continue so that correction of such breach will be accomplished forthwith. Upon such termination, Lessor shall be entitled to pursue all remedies available to it in law and in equity, including but not limited to, recovery of attorney's fees, court costs and expenses in connection therewith; provided, however that such recovery shall be available if Lessor prevails. In the event the Lessor shall wrongfully terminate the Leases or any part thereof, during such period the Lessee's duties and obligations hereunder, excepting payment of royalties, shall be suspended, and the Lessee shall be entitled to pursue all remedies available to it in law and in equity, including but not limited to recovery of damages, attorney's fees, court costs and expenses in connection therewith; provided that such recovery shall be available if Lessee prevails.

17. Any litigation arising out of or as a result of this lease, directly or indirectly, will be filed only in the State or Federal Courts of the State of New Mexico including New Mexico

Bankruptcy Court for bankruptcy proceedings. Filing such litigation by Lessee outside of the State of New Mexico or removing such litigation from the State of New Mexico shall constitute a default or breach of the terms of this lease for which this lease is subject to termination regardless of whether other law, including *ipso facto* provisions of United States Bankruptcy law, may supercede the provisions of this Paragraph 17 of this Lease.

18. This lease shall be construed and enforced under and in accordance with and shall be governed by the laws of the State of New Mexico.

19. All notices under this lease shall be in writing and shall be deemed to have been duly given upon receipt by first class mail, registered mail, return receipt requested, postage prepaid, via e-mail or via facsimile as follows:

If to Lessor: Richard Randals  
615 W Route 66 Blvd  
Tucumcari NM 88401-3312  
Telephone: (505) 461-4426  
E-Mail: [jrichard@plateautel.net](mailto:jrichard@plateautel.net)

If to Lessee: Tucumcari Exploration, LLC  
c/o Kenneth E. Davison  
Goodall & Davison PC  
1250 S Capital of Texas Hwy Ste III601  
Austin TX 78746-4452  
Telephone: (512) 327-3400  
Facsimile: (512) 306-8903  
E-Mail: [kdavison@goddalldavison.com](mailto:kdavison@goddalldavison.com)

Address of all Notices provided herein may be changed upon the party whose address is to be changed providing ten (10) days written notice providing the new address for all future notices to the other party, delivered by certified return receipt requested United States Mail. Ten (10) days after the mailing of the notice of change of address, the new address shall be the address for all future notices pursuant to this Lease.

For all notices mailed pursuant to the terms hereof, the date appearing on the return receipt shall be conclusive evidence as to the date notice was received for purposes of this lease. For all notices sent via facsimile or via e-mail pursuant to the terms hereof, the date appearing on the confirmation memo reflecting said facsimile or e-mail was sent together with a telephone call confirming receipt thereof shall be conclusive evidence as to the date notice was received for purposes of this lease.

20. Recordation of this lease or a memorandum or notice thereof in the records of Quay County, New Mexico, shall be deemed acceptance by Lessee of all terms and provisions of this lease and its agreement to comply with same.

21. This lease shall terminate after notice of thirty (30) days specifying the failure of Lessee to meet any of the following progress deadlines without curing such breach, unless Lessee shows actual progress during said thirty (30) days that such breach is being corrected and that good faith efforts are ongoing and will continue so that correction of such breach will be accomplished forthwith. These progress deadlines include the following:

a. Within one (1) year, removal and properly dispose of contaminated soil; pit liners, if any; trash and debris; and completion of cleanup and remediation of contaminated areas at each of seven existing well sites all consistent with the terms and provisions of the Inter-American Oil and Gas Lease dated July 31, 2002, Recorded in Book 25, Pages 847-852, Records of Quay County, New Mexico.

b. Achieve gas production in paying quantities from this land in a manner consistent with this Lease.

22. For any other commercial gases which are on the property, Lessee shall have the right of first refusal to match any other bona fide lease offer within ten (10) days of written notice of same by Lessor. If no other offer exists, Lessor and Lessee shall in good faith negotiate mutually acceptable lease term and royalty to be paid to Lessor for same. In the event any other commercial gases are discovered on the Property, the parties shall negotiate in good faith to agree a form of lease relating to such gases and the consideration for the grant of such lease shall include an industry standard bonus. Pending agreement and exchange of any relevant lease, the Lessee shall be entitled to sell all commercial gases and royalties shall be payable on such gases pursuant to the terms of this Lease.

23. Upon Lessee having complied with the requirements or any one of the requirements set forth herein, Lessor shall deliver upon written request an instrument evidencing that Lessee has complied with such requirements and that the lease is still in full force and effect. This document shall be in recordable form and mutually acceptable.

24. Lessor does hereby relinquish unto Lessee any and all right, title, interest and claims in and to the oil and gas production equipment and transportation equipment and improvements presently on the leased premises known as the original seven wells, to include without limitations, the well bore, well casing, production units, pipelines and similar equipment so long as this lease is in force and effect.

25. The rights, duties and obligations created herein shall be binding upon and shall extend to the heirs, legal representatives, successors and assigns of the respective parties hereto.

\* \* \* \*

IN TESTIMONY WHEREOF, we sign this Oil and Gas Lease the \_\_\_\_\_ day of April, 2006.

LESSEE:

TUCUMCARI EXPLORATION, LLC

LESSORS:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
JAMES T. RANDALS,  
CO-TRUSTEE FOR THE JAMES T. RANDALS AND  
DOROTHY R. RANDALS REVOCABLE FAMILY  
TRUST DATED DECEMBER 12, 2000

\_\_\_\_\_  
DOROTHY R. RANDALS,  
CO-TRUSTEE FOR THE JAMES T. RANDALS AND  
DOROTHY R. RANDALS REVOCABLE FAMILY  
TRUST DATED DECEMBER 12, 2000

\_\_\_\_\_  
RICHARD RANDALS

\_\_\_\_\_  
JINA D'AUN RANDALS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared \_\_\_\_\_ of Tucumcari Exploration, LLC, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared James T. Randals, Co-Trustee for the James T. Randals and Dorothy R. Randals Revocable Family Trust dated December 12, 2000, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Dorothy R. Randals, Co-Trustee for the James T. Randals and Dorothy R. Randals Revocable Family Trust dated December 12, 2000, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Richard Randals, a single man, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Jina D'Aun Randals, a married woman dealing in her sole and separate property, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## LEGAL DESCRIPTION

### T-10-N, R-27-E, N.M.P.M.

Section 16: W2SE; Section 17: A 72 acre triangular shaped tract of land lying South of the Railroad located in the S2 of said section; Section 19: E2, SW, SENW; Section 20: All; Section 21: All; Section 28: All; Section 29: All; Section 30: N2, SE, S2SW, NESW; Section 31: All; Section 32: All; Section 33: All

### T-9-N, R-27-E, N.M.P.M.

Section 4: Lots 1(39.63), 2 (39.67), 3(39.73), 4(39.77), S2N2, S2; Section 5: Lots 1 (39.82), 2(39.88), 3 (39.92), 4 (39.98), S2N2, S2; Section 6: Lots 1 (37.08), 2(37.20), 3(37.32), 4(37.44), S2N2, SE; Section 7:N2, NESW, NWSE; Section 8: N2, SE, E2SW; Section 9: N2N2, S2NW, NWSW, NENE, W2E2, SESE; Section 10: N2SW; Section 17: NW, NWSE, NESW

Said land is estimated to comprise 9,299.44 acres, whether it actually comprises more or less.