Lance Oil & Gas Company, Inc. Oil & Gas Lease for Dorothy Isbell Living Trust, and copy of Synergy Operating, LLC Oil & Gas Lease for Troy Strickland. Each have 50%.

> BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case No. <u>13537</u> Exhibit No. 11 Submitted by: <u>LANCE OIL & GAS CO., INC.</u> Hearing Date: <u>August 25, 2005</u>

PRODUCERS 88 -PAID UP Rev. No. 5a (CBG)

OIL AND GAS LEASE

Mav

2005, by and between E. V. Isbell

and Dorothy Isbell Living Trust dated August 17, 1998, by E. V. Isbell and Dorothy Isbell, Trustees. whose address is 321 Spruce.

Farmington, NM 87401-6631_, ("Lessor", whether one or more) and Lance Qil & Gas Company, Inc. whose address is P.O.Box70.

Kirtland, New Mexico, 87417 ("Lessee").

This Oil and Gas Lease ("Lease") is made this

WITNESSETH, For arts inconsideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are barrely schwarzeland in the borrely grant, denine, less and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other, methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building haks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surfaces and subcurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necess sarv. incide it to, ar con for the operation alone or conjointly with neighboring land for such purposes, all that certain tract

or tracts of land situated in _____ Nag Juan County, New Mexico described as follows, to-wit:

day of

4th

See Exhibit "A" attached hereto and made a part hereof.



7.30 acres. more or less, (the "Premises"). and containing

 It is agreed that this Lease shall remain in force for a term of ______(five) 5 ______ years from this or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued to the premises of the premi years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature perations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is ot being s roduced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this Lease shall force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall clapse continue in force so long as such operations are being continuously prosecuted. Operations shall be con between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Prenises or on acres pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, reworki ng or devatering operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith

Val. 2. This is a PAID-UP LEASE. In consideration of the payment made horewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to continue any operations during the primary term. Lessee may at any time or times during or after the Primary Term surreader this Lesse as to all or any portion of the Premises trata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accoung as to the acceage surrendered. es and as to or contin any strata or st or as fo ts and as es to pay royalty to Le 3. Le

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal one-cighth (1/8th) part of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casing ad gas or other gaseous wided that Lessee shall have produced from the Premises ("Gat") Lesses shall pay, as royalty, one-eighth (1/8th) of the net proceeds realized by Lesses from the sale thereof, provided that Lesses shall have ng right to sell that Gas to itself or to an affiliate of Lessee, in which event the royality shall be based upon the prevailing weilhead market price paid for Gas of similar quality in es, prod the continui the same field (or if there is no such price prevailing in the same field, then in the searest field in which there is such a prevailing price) pursuant to comparable purchase arrangements, including arrangements under which Lessee, or an affiliate, is purchaser, entered into on the same or nearest preceding date as the date on which Lessee, or an affiliate, commences its s hereunder, and further provided that the net proceeds or prevailing weilhead market price, as applicable, shall be after deduction for costs (third party charges and tariffs, and

particless includer, and induce provide has the processor of prevaining weintread inners in the approximation, and the advective of prevaining weintread inners, and the prevaining and treating and treating the Cass.
4. Where Gas from a well capable of producing Gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royally to Lessor at the address set forth above One Dollar per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lesse shall pay or tender as royally to Lessor at the address set forth above One Dollar per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lesse that the rest ensuing a first the expiration of 90 days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lesse during the period such well is shut in or dewatering operations are being conducted.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, Gas, oil and water produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

When request ted by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on the Premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Prem

Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.
 The rights of the Lessor and Lessee bereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on

11. The rights of the Lessor and Lessor and Lessor and Lessor and Lessor is interest (by stangunent or otherwise) shall be binding on Lessor and the lessor has been famished with notice, consisting of certified copies of all recorded instruments or documents and other information accessary to establish a complete chain of record title from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessor. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to calarge the obligations or diminish the rights of Lessor's and all Lesse's operations may be conducted without regard to any such division. If all or any part of the Premises shall operate to calarge the obligations or diminish the rights of Lessor's operations of any part division. If all or any part of the Premises and all the time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereauther, to pool or unitize the lessed bid state and the mineral estate covered by this Lesse with other land, lesse or leases in the establish of any other lessor is any cover the premises and as to any one or more of the formations thereauther, to pool or unitize the lessof bid state and the mineral estate covered by this Lesse with other land, lesse or leases in the immediate to the more the instrument or this part of the premises and as to any one or more of the formations thereauther, to pool or unitize the lessof bid state and the mineral estate covered by this Lesse with other land, lesse or leases in the state of the presention on the production as to all or any part of the presention of the accession of cale of the presention to the state of the presention of the accession of the presention of the accession of cale of the presention of the accession of the presention of the accession the the state of the presention of the accessin

Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by the Lease with other hand, lease or leases in the immediate vicinity for the production of lind and pars, or separately for the production of of either, when in Lease's judgement it is necessary or advisable to do so, and interpretive of whether authority similar to this exists with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas, may bereformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling, have theretofore been commenced. Production, drilling, reworking or dewatering operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking or dewatering operations or a well shut in for want of a market under this Lease. In fileu of the royaltice above there in specified, including shut-therefore. Leases, fullistics on production from such unit only on the portion of such production of this Lease. In the or the shut there is a solution to the foregoing. Lesses shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations threumder with other indus in the same general area by entering into a cooperative unit ratio or coversion areas unit by covering and form time to time with the same general area by entering into a cooperative unit ratio or devator coversion areas units and the market under this then the single changes and you previde a solution in the same site in the same general area by entering into a cooperative unit ratio of devatore or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, partice Marty, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and reement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part opment requirements of such plan or agrees thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental ecuting the same upon request of Lessee. 20 ncy by es

13. 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 b whole or in part, nor Lessee 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. Any delay or interruption caused by storm, flood, set of God or other event of force majerre shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lesse shall be extended for a

whatever to beyond the control of lessee, lessee is prevented, anything in this Lesse to the contrary notwithstanding. period of time equal to the time Lessee was or prevented, anything in this Less to the contrary notwithstanding. 14. Lessor hereby warrants and agrees to defind the title to the Premises and agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

15. Should any one or more of the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The "Lessor," as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the beirs, word "Lessor," and assigns of Lessor and Lessoe

WITNESS WHEREOF, this instrument is exed as of the date first above writh



E. V. ISBELL AND DOROTHY ISBELL LIVING TRUST DATED AUGUST 17, 1998

STATE OF New Mexico UNIF COUNTY OF San Juay	
The foregoing instrument was acknowledged before me this	8th and Tune inter
E. V. Isbell and Dorothy Isbell Living Trust dated August 17, 19	
D. T. BOAR BRE SANARY ISIGE LIVING THESE MARCE AUGUST 17. 15	South of the state
My Commission Expires: <u>10-15-06</u>	Notary Public, State of New Year's too: 5
My Childression Expires,	Name of Notary Printed Pool EL. Mr. Killing
	ORM ACKNOWLEDGEMENT-CORPORATE
\$5. COUNTY OF}	
-	
	day of 20 by
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orporation, on behalf of the corporation.	· · · · · · · · · · · · · · · · · · ·
My Commission Expires:	Notary Public, State of
	Name of Notary Printed
STATE OF UNIF	ORM ACKNOWLEDGEMENT-OTHER
COUNTY OF}	
The foregoing instrument was acknowledged before me this	day of, 20,
23	
n behalf of	A
My Commission Expires:	Notary Public, State of
Name	of Notary Printed
· .	200510365 06/10/2005 03:41P 20f3 B1411 P486 R 13.00 D 0.0 Sen Juan County, NH Clerk FRAN HANNARDT
	LANCE OIL & GAS COMPANY, INC.
	P.O. BOX 70 KIRTLAND, NM 87417

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Exhibit "A"

To that Oil and Gas Lease dated the 4th day of May, 2005 between E. V. Isbell and Dorothy Isbell, Trustees of the E. V. Isbell and Dorothy Isbell Living Trust dated August 17, 1998, Lessor and Lance Oil & Gas

Company, Inc. Lessee

Township 29 North, Range 13 West, NMPM

Section 22: A tract of land lying in the Southeast Quarter of the Northwest Quarter of the Northwest Quarter

(SE/4NW/4NW/4) of said Section 22, more particularly described as follows:

BEGINNING at the Southeast Corner of the NW/4NW/4 of said Section 22; THENCE West 570 feet; THENCE North 560 feet; THENCE East 570 feet; THENCE South 560 feet to the point of beginning.

Containing 7.300 acres, more or less San Juan County, NM

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OIL AND GAS LEASE

AGREEMENT made effective this <u>Tuby</u> day of <u>14</u> 20 Q5 by and between the undersigned hereinafter called Lessor(s), whose address for notice purposes is set out on the attached EXHIBIT and <u>Synergy Operating</u>, <u>LLC</u> hereinafter called Lessee, whose mailing address is: <u>P. O. Box 5513 Farmington</u>, New Mexico 87499.

1. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to: the royalties provided herein, and the covenants of the Lease, the receipt of which are hereby acknowledged, Lessor hereby grants, leases and lets exclusively to Lessee the land described below for the purpose of investigating, exploring for, drilling for, producing, saving, owning, handling, storing, treating and transporting Oil and Gas together with all rights, privileges and easements useful for lessee's operations on said land and on land in the same field with a common Oil and Gas Reservoir. The Phrase "Oil and Gas" as used herein includes all hydrocarbons and other substances produced therewith. The land included in this Lease is situated in the State of <u>New Mexico, San Juan County</u> and is described as follows:

See the description of leased lands contained in the attached Exhibit

and containing the net acres set out on the attached Exhibit, including all Oil and Gas and substances produced therewith underlying lakes and streams of which all or any part of the land is riparian, all roads, easements, and rights-of-way which traverse or adjoin said land and including all lands owned or claimed by Lessor as a part of any of said land, and including all reversionary rights therein. This lease covers all the interest now owned by, or hereafter vested in the Lessor and Lessor releases and waives all rights under any Homestead Exemption Laws. Lessee will investigate whether Lessor has any claim to prior production from oil and gas wells previously drilled that should have included Lessor's acreage described herein. If such investigation determines that Lessor is entitled to share in the production from such previously drilled wells, Lessor would receive royalty, as set out herein below, and Lessee would receive its share of production, less Lessor's royalty. Lessee may inject water, salt water, gas or other substances into any stratum or strata under said land and not productive of fresh water.

2. This Lease shall remain in force for a period of five (5) years from this date, called "primary term", and as long thereafter as Oil, Gas or other Hydrocarbons and substances produced therewith are produced from said land, or Lessee is engaged in drilling or reworking operations on said land. Should Lessee breach any provision of this Lease, or at any time fail to perform fully any obligation hereunder, the Lessor shall have the right to terminate this Lease and render it null and void if such breach, is not addressed within thirty (30) days after Lessor has given Lessee written notice.

3. Lessee shall pay royalties free of costs and expense of development and operation, except taxes on production, to Lessor as follows: (a) fifteen percent (15%) of the Oil produced and saved from said land to be delivered at the wells or to the credit of Lessor into the pipeline to which the well may be connected: Lessee may, at any time or times, purchase any royalty oil, paying the market value in the field on the day it is run to the storage tanks or pipeline: (b) the market value at the well of fifteen percent (15%) of the gas (including casinghead gas or other gaseous substances) produced from such sale: (c) fifteen percent (15%) of the amount realized from the sale of any other substances produced from said land with Oil and Gas. Lessee may use, free of royalty, oil, gas, and water for all operations hereunder.

4. This is a PAID UP LEASE; there is no yearly rental payment that is due. If at the expiration of the Primary Term oil and/or gas is not capable of being produced on said land, or from land pooled therewith, but Lessor is engaged in drilling, or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the Primary Term, the lease shall remain in force so long as operations nois well, or well, or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the well being capable of production of oil or gas, or so long thereafter as oil or gas is produced from said land, or from hand pooled therewith.

5. Lessee may at any time or times pool any part or all of said land and Lease or any stratum or strata, with other lands and Leases, stratum or strata, in the same field so as to constitute a spacing unit to facilitate an orderly or uniform well spacing pattern or to comply with any order, rule or regulation of the State or Federal regulatory or conservation agency having jurisdiction. Such pooling shall be accomplished or terminated by filing of record a Declaration of Pooling, or Declaration of Pooling, and by mailing or tendering a copy to Lessor. Drilling or re-working operations upon or production from any part of such spacing unit shall be considered for all purposes of this Lease as operations or productions from his Lease shall allocate to this Lease the proportionate share of production, which the acreage in this Lease, or any stratum or strata, with other lands and Leases in the same field without the expressed written permission of the Lessor.

6. Lessee may, in the interest of economy, commingle production from this Lease with production from one or more Leases in the same field provided a method of measurement in accordance with established engineering practices is used to measure the production and to allocate the production to the respective Leases commingled.

7. No well, road or pipeline shall be placed on Lessor's land without the express written consent of the Lessor. 8. Should Lessee be prevented from complying with any express or implied covenant of this Lease, from conducting drilling, or re-working operations thereon or from producing oil or gas or other hydrocarbons therefrom by reason of State law or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by and such cause from conducing drilling (which shall include the inability of lessee, through no fault of its own, to obtain sufficient and satisfactory material and equipment), or re-working operations on, or from producing oil or gas or other hydrocarbons from the leased premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this Lease to the contrary notwithstanding.

9. Lessor warrants title to said land as to Lessor's interest therein. The royalties provided for are determined with respect to the entire mineral estate in Oil and Gas (including all previously reserved or conveyed non-participating royalty), and if Lessor owns a lesser interest, the royalty to be paid Lessor shall be reduced proportionately. Lessee may purchase or discharge in whole or in part any tax, mortgage or lien upon said land, or redeem the land from any purchaser, any tax sale or adjudication, and shall be subrogated to such lien with the right to enforce it, and may reimburse itself from any royalties accruing under the terms of this Lesse.



200513201 07/25/2005 02:51P 1of3 B1414 P293 R 13.00 D 0.00 San Juan County, NH Clerk FRAN HANHARDT V

This Lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute the Lease or not.
 Lessee shall have the right to conduct an examination of the county records for the purpose of the verification of Lessor's ownership of the oil and gas rights under the lands, which are the subject of this lease. If that examination reveals that Lessor owns oil and gas rights in lands not covered by the Lease, then Lessor shall lease those rights to Lessee at the same consideration and on the same terms, conditions and provisions applicable to the original lease.
 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

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TROY STRICKIAN D	a
Dealing will site ckland	
dealing with sole and so	eperate
Property	ACKNOWLEDGMENTS
STATE OF New Mexico	
COUNTY OF San Juan)	T Starking
On this 19th day of <u>Suly</u>	_, 2005_, before me personally appeared <u>Troy</u> Strickland
executed same free act	and deed.
Witness my hand and seat the day and My Commission Expires:	year last above written.
	Notany Bullic
Duly 25, 200'7	OFFICIAL SEAL JENNIFER THOMASON
STATE OF)	Notary Public
COUNTY OF)	State of New Medico My Comprission Expires 72507
On this day of to me known to be the person described in and w	
executed same free act	and deed.
Witness my hand and seal the day and My Commission Expires:	
	Notary Public
STATE OF)	
8	
COUNTY OF) The foregoing instrument was acknow	viedged before me this day of .20 05 , by
	vledged before me this day of, 20 05, by on behalf of said
Witness my hand and seal the day and My Commission Expires;	l year last above written.
My Commission Expires:	Notary Public
STATE OF)	
COUNTY OF)	
The foregoing instrument was ackn	www.edged before me this day of, 20 05, by of on behalf of said
i	
Witness my hand and seal the day and	d vear last above written.
My Commission Expires:	
	Notary Public

END OF ACKNOWLEDGMENTS



Exhibit "A"

Legal Description:

Attached to and made a part of that certain Oil and Gas Lease made effective $\underline{o7-14-o5}$ by and between Troy R. Strickland, et al, Lessor and Synergy Operating, LLC as Lessee.

TOWNSHIP 29 NORTH, RANGE 13 WEST, SECTION 22

570 ft X 560 ft in SE corner of NW NW 222913

B787 P506



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