

ACKNOWLEDGEMENT OF RELEASE OF LEASE AND EASEMENT

THIS AGREEMENT, made and entered into this 23<sup>RD</sup> day of July, 1990, by and between IRMA GANN, widow of Hobdy Gann and BOBBIE GANN BISHOP, Personal Representative of the estate of Hobdy Gann, hereinafter referred to as "Lessors", and R. A. CAUDLE, INC., successor assignee of original Lessee, Shell Oil Company, hereinafter referred to as "Assignee", hereby enter into this agreement acknowledging release from all claims and obligations arising out of that Lease and Easement Agreement, hereinafter referred to as "Lease", a copy of which is attached hereto and incorporated herein as Exhibit "A", dated the 16th day of September, 1958, by and between Hobdy Gann and Irma Gann, husband and wife and Shell Oil Company;

WITNESSETH, THAT

WHEREAS Assignee has terminated said lease pursuant to the terms set forth in the fourth paragraph of said lease; and

WHEREAS, Lessor has agreed to said termination and acknowledges that there exist no damages resulting from the contamination of fresh water beds underlying the leasehold property nor are there damages resulting from the escape of salt water upon the surface of said land which are known or with due diligence could be known by Lessor,

NOW THEREFORE, for and in consideration as set forth in said Lease, the receipt of which is hereby acknowledged by Lessor, the parties hereby agree to releae each other from all obligations and to hold each other harmless from the terms and provisions set forth in said lease.

IN WITNESS WHEREOF the parties have executed this Release  
of Lease and Easement as of the day and year first set forth above.

Irma Gann

IRMA GANN  
LESSOR

Bobbie Gann Bishop

BOBBIE GANN BISHOP, Personal  
Representative of the estate of  
Hobdy Gann  
LESSOR

R. A. CAUDLE, INC.

By: R. A. Caudle

R. A. Caudle  
ASSIGNEE

Subscribed and sworn to before me this 24th day of July, 19 90.

County of Lea State of New Mexico.

My Commission Expires: 10-12-91 . Notary Public Irma Wissman