

## 9964 OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of March, 19 79, by and between  
each of the undersigned as his or her interest appears

of \_\_\_\_\_ hereinafter called lessor (whether one or more), and Charles Green  
George Green & Bill Horn, Jr. hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten and no/100 (\$10.00)

\_\_\_\_\_ Dollars,  
cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to  
be paid, kept and performed, has granted, demise, leased and let, and by these presents does grant, lease and let unto the said lessee for the  
sole and only purpose of exploring, drilling, mining, and operating for oil and gas and of laying pipe lines and of building tanks, power stations and  
structures thereon to produce, save and take care of said products, all that certain tract of land situated in the county of \_\_\_\_\_

Young

State of Texas, described as follows, to-wit:

177.85 acres, more or less, out of the J. Poitevent Survey No. 5, Abst.  
No. 1508, described by metes and bounds as follows:

"BEGINNING at a set rock, being the most easterly northeast corner of the J. Poitevent Survey No. 5 and the northwest corner of the J. M. Whitfield Survey, Abst. No. 2181 in the South boundary line of the E. Douglas Survey Abst. No. 2156; THENCE west 909 feet to the southwest corner of the said Douglas Survey; THENCE north 983 feet to a stake for the southeast corner of the R. J. Robertson Survey, Abst. No. 2176; THENCE west with the south boundary line of said R. J. Robertson Survey passing the southwest corner of said survey at 2771 feet and at 4007 feet a stake for corner in the east boundary line of a 160 acre tract out of said J. Poitevent Survey conveyed to P. H. Leftwitch by J. Poitevent by Deed recorded in Vol. 41 at page 313 of the Deed Records of Young County, Texas; THENCE south with the east boundary line of said Leftwitch tract 2469 feet to the northwest boundary line of the N. Lynch Survey, Abstract 171; THENCE with the northwest boundary line of said N. Lynch Survey north 30 degrees east 2230 feet to its north corner; THENCE south 60 degrees 18 minutes east with the northeast boundary line of said N. Lynch Survey 4625 feet, being the most easterly southeast corner of the J. Poitevent Survey No. 5 and most westerly southwest corner of said J. M. Whitfield Survey; THENCE north 0 degrees and 22 minutes east 1852 feet along the west boundary line of the said J. M. Whitfield Survey to the place of beginning."

Lessor hereby acknowledges that he has received from lessee for his own use and reference a true and correct copy of this lease.

3/16

100

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or tanks

Lessee agrees to fence all pits and to fill and level the ground as soon as practicable after their abandonment.

Notwithstanding anything to the contrary in Paragraph 2 and 3 if gas is sold in good faith by lessee to a purchaser who owns no interest, directly or indirectly, in this lease, the price received for such gas shall constitute the market price thereof at the wells, as ~~that term is used in this lease.~~ No compression charges shall be deducted from the lessor's gas royalty.

Payment of shut-in gas well royalties as provided for in Paragraph 2 above shall in no event operate to maintain this lease in force and effect for a period in excess of two (2) years from and after the date a well on the leased premises is shut-in or from and after the end of the primary term hereof, whichever is the later date.

Should this lease continue in force after the expiration of the "Primary Term" by production or operations and if drilling operations are not being continuously prosecuted, this lease will expire, terminate and revert to Lessor except for 80 acres around each oil well, as designated by the Railroad Commission, and 160 acres around each producing gas well, as designated by the Railroad Commission, said 80 and 160 acre tracts to be as near as possible in the form of a square, with each producing well located in the center and to be designated by the Lessee by recordable instrument delivered to Lessor promptly after the expiration of the primary term or continuous drilling operations are ceased, whichever is sooner. Should production cease on any such 80 or 160 acre tract and continuous drilling operations not be prosecuted, the lease on said tract will expire, terminate and revert to Lessors.

Payment of royalty. If lessee and/or operator, hereinafter called Operator, receives payment for the proceeds of production under this lease, including proceeds attributable to lessor's royalty, Operator shall distribute such royalty within thirty (30) days after receipt thereof by Operator, failing which interest shall accrue thereon at the rate of ten percent (10%) per annum. If Operator fails to make timely distribution of lessor's royalty proceeds, lessor may file suit for the collection thereof and shall be entitled to recover reasonable attorneys' fees and court costs in addition to the royalty proceeds then due and payable. If lessor makes written demand of royalty proceeds due and payable under this lease and Operator continues in default for thirty (30) days after receipt of such written demand, then lessor may, at lessor's option, terminate this lease insofar as it covers the acreage and formation, or formations, allocated to the well or wells as to which Operator remains in default. For purposes of the enforcement of this special provision venue shall lie in the county in which the above described land is situated.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

ATTEST:

THE ALLAR COMPANY

J. W. Matthews  
J. W. Matthews, Secretary

by: E. S. Graham, Jr.  
E. S. Graham, Jr., President  
I.D. #75 010 7160

M. Boyd Street  
M. Boyd Street

William G. Street  
William G. Street

E. Bruce Street  
E. Bruce Street

Vicki Lyons  
Vicki Lyons

Dorothy McCluskey  
Dorothy McCluskey

## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF YOUNG

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

M. Boyd Street

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 20th day of March, A.D. 1979

(L.S.)

Notary Public, Young County, Texas

My Commission Expires June 30 1980

MARTIN Stationery Co., Dallas

## ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF THROCKMORTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

Dorothy McCluskey

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of May, A.D. 1979

(L.S.)

Notary Public, Throckmorton County, Texas

My Commission Expires June 178

## ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF YOUNG

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

Vicki Lyons

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of April, A.D. 1979

(L.S.)

Notary Public, Young County, Texas

My Commission Expires June 1980

## ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF YOUNG

in and for said County, Texas, on this day personally appeared  
Wm. G. Street

BEFORE ME, the undersigned authority,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 31st day of May, A.D. 1979.

(L.S.)

Notary Public, Willie J. Norwood, Young County, Texas  
My Commission Expires 8-8-80

## ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF YOUNG

in and for said County, Texas, on this day personally appeared  
E. Bruce Street

BEFORE ME, the undersigned authority,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30th day of March, A.D. 1979.

(L.S.)

Notary Public, Jasper Baylston, Young County, Texas  
My Commission Expires 6/30/80

## CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF YOUNG

in and for said County, Texas, on this day personally appeared

BEFORE ME, the undersigned authority,

E. S. Graham, Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30th day of March, A.D. 1979.

(L.S.)

Notary Public, Jasper Baylston, Young County, Texas  
My Commission Expires

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FILED FOR RECORD 4 day of June A.D. 1979, at 10:00 a.m.  
 RECORDED the 4 day of June A.D. 1979 at 3:00 o'clock P.M.  
 INSTRUMENT NO. 9964 HUGH G. GRUBBS, County Clerk,  
 By: Linda Shack Deputy Young County, Texas