## 9964 OIL AND GAS LEASE

each of the undersigned as his or her interest appears

horeinafter called lessor (whether one or more), and Charles Green

George Green & Bill Horn, Jr. hereinafter called leaser;
WITNESSETH: That the said leaser, for and in consideration of Ten and no/100 (\$10.00)

cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lesses to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, lease and let unto the said lesses 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 Eurvey 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 pouglas Survey; THENCE north 983 feet to a stake for the southeast corner of the R. J. Robertson Survey, Abst. No. 2176; THENCE west with kine south boundary line of said R. J. Robertson Eurvey 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 Ricords 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 O degrees and 22 minutes cast 1852 feet along the west boundary line of the said J. M. Whitfield Survey to the place of beginning."

3/16 | 177.85

The agreed that this least shall remain in force for a term of \_\_3\_\_rear from this date, said term being hereinafter called "Primary Term," and at leng thereafter as cell or gas, or either of them is produced from said lead by the lesses.

1. In consideration of the precinct the said issues coverable that agrees! of the lesses may connect the or like wells, the equal ANASME gart of all cill projected and sexed from the jessed prevailed.

2. ANASCARAM of the market price as the wells of the amount to seld or used, and where year could be the several produced and sexed from the jessed prevailed.

2. ANASCARAM of the market price as the wells of the amount to seld or used, and where year cally a price of the premises.

2. ANASCARAM of the market price as the wells of the amount to seld or used, and where year cally age to the price of the price of the price of the call and during the the price of the pric

Lessor hereby warrants and agreed to defend the title to the land herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortages, taxes or other lisns or interest and other charges on the above described lends in the event of default of payment by lessor and be extraorated to the rights of the holder thereof and to deduct amounts so paid from rentals or other payments due or which may become due under this lease.

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 be terminated, in 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. And if from such cause lessee is a prevented from conducting drilling or reworking operations on or producing of lor gas from, the lessed premises, the time while lessee is so prevented and not be counted against lessee, and this lesse shall be extended for a period of time equal to that during while such lessee is so prevented and not be counted against lessee, and this lesse shall be extended for a period of time equal to that during while such lessee is so prevented from conducting drilling or reworking operations on or producing oil or gas from, such lessed premises, notwithstanding any other provision hereof.

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

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 lesson' 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.

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

THE ALLAR COMPANY

Graham, Jr., Pres:

I.D. #75 010 7160

William G. Street

SINGLE AC	CKNOWLEDGMENT
THE STATE OF TEXAS, COUNTY OF YOUNG	BEFORE ME, the undersigned authority
in and for said County, Texas, on this day personally at M. Boyd Street	ppeared
that he he a executed the same for the purposes and c	ubscribed to the foregoing instrument, and acknowledged to meaniferation therein expressed.
GIVEN UNDER MY HAND AND SEAL OF O	FFICE, This Sock day of March, A.D. 19.79
	Notary Public, Young County, Texa
ARTIN Stationers, Co., Dallas	My Commission Expires June <b>3</b> /2 198.0

The state of the s	
	WTM Comply in the Committee of the Commi
ACKNOWLEDGMEN	т
THE STATE OF TEXAS, country of THROCKMORTENtland	BEFORE ME, the undersigned authority,
in and for said County, Texas, on this day personally appeared  Dorothy McCluskey	in Mc Clus Ren
known to me to be the person whose name 15 subscribed to the	foregoing instrument and acknowledged to me that
She executed the same for the purposes and consideration therein	
GIVEN UNDER MY HAND AND SEAL OF OFFICE, This	and day of may , A.D. 1979
	olic, Threekmorton (County, Texas ssion Expires Quality)
ACKNOWLEDGMEN	VT .
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 18 subscribed to the	foregoing instrument, and acknowledged to me that
5. he executed the same for the purposes and consideration therein	expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, This	day of Color A.D. 19.79
	blic, Aounty, Texas
My Comm	ission Expires.

FILED FOR RECORD RECORDED the INSTRUMENT NO. By: XX I MA

county of YOUNG }	KNOWLEDGMENT BEFORE ME, the undersigned authority
in and for said County, Texas, on this day personally Wm. G. Street	y appeared
4-4-5	
known to me to be the person whose name is	subscribed to the foregoing instrument, and acknowledged to me that
Parposes and	CUINIGETATION therein avances d
GIVEN UNDER MY HAND AND SEAL OF (LS.)	OFFICE, This John day of May CA.D. 19.79
	Notary Public, Young County, Texas
The state of the s	My Commission Expires 5-8-8
AC	KNOWLEDGMENT
THE STATE OF TEXAS,	
COUNTY OF TOUNG	BEFORE ME, the undersigned authority
in and for said County, Texas, on this day personally	
E. Bruce Street	appeared
0	
known to me to be the person whose name is	
he executed the same for the	subscribed to the foregoing instrument, and acknowledged to me that
the purposes and c	consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF	OFFICE, This Off day of March A.D. 1979
(L.S.)	Jane Briststan
The second secon	Notary Public Joung County, Texas
	My Commission Expires 6/30/80
THE STATE OF TEXAS.	ON ACKNOWLEDGMENT
COUNTY OF YOUNG	BEFORE ME, the undersigned authority,
in and for said County, Texas, on this day personall	
nora, E. S. Graham, Jr.	
whose name is subscribed to the foregoing instru	known to me to be the person and officer ment and acknowledged to me that the same was the act of the said
The Allar Con	and acknowledged to me that the same was the act of the said
" COLPORATION, AND UNBURNE executed the come of the	spany act of such corporation for the purposes and consideration therein
	2 11 1 1 2
GIVEN UNDER MY HAND AND SEAL OF	OFFICE, This 32th day of March A.D. 1979
harman a garant a consistent from the constitution of the constitu	Notary Public, Young County, Texas
<u>ंकेट इं</u> रेंग	The state of the s
	My Commission Expires
•	
	90
· · · · · · · · · · · · · · · · · · ·	/A ~/

of A.D. 1979, at ///O A.M.

Muel A.D. 1979 at 3:00 o'clock P.M.

HUGH G. GRUBBS, County Clerk,

Deputy Young County, Texas