

166872

OIL AND GAS LEASE

AGREEMENT, Made and entered into the

Janell Cook, Individually & as heir and devisee of Charles Cook, Jr., deceased, 4012 N. Stafford St., Arlington, VA 22207, whose post office address is 4012 N. Stafford St., Arlington, VA 22207, hereinafter called Lessor (whether one or more) and V.F. Neuhaus Properties, Inc., whose post office address is P.O. Drawer 1270, McAlester, TX 78505, hereinafter called Lessee (whether one or more), by and between

1997

Section 33: A11
Township 31 North, Range 52 East, MDN

640.00

5 FIVE (5)

1. It is agreed that this lease shall remain in force for a term of less than five (5) acres, more or less, and containing

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SSN:

Janell Cook

Janell Cook

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

of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

15. Should any one or more of the parties heretofore named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do

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

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem

result of, any such Law, Order, Rule or Regulation.

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 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

of Lessee.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to

no leasehold owner shall be liable for any act or omission of any other leasehold owner.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest in or documents (by assignment or otherwise) shall

be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary

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 construct-

ive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the oblige-

ments or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned,

all or any part of the land described herein and as to any one or more of the formations or portions thereof, to pool or unitize the leasehold estate and the mineral estate covered

by this lease with other land, lease or leases, in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's

judgment it is necessary or advisable to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or re-forming of

units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or re-forming 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,

drilling or reworking operations or a well shut in for want of a market anywhere on the production of oil and gas, or separately for the production of either, when in Lessee's

production, drilling or reworking operations or a well shut in for want of a market anywhere on the production of oil and gas, or separately for the production of either, when in Lessee's

gas royalties. Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall

be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface

STATE OF VIRGINIA

COUNTY OF ARLINGTON

ss. }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

28th AND

day of May 1997

JANE11 COOK

, personally appeared

and to me known to be the identical person she duly executed the same as her

the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public.

Address: 4707 Lee Hwy
Arlington VA 22207

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of _____, 19____, personally appeared

and to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____
Notary Public.

Address: _____

ACKNOWLEDGMENT (For use by Corporation)

STATE OF _____

COUNTY OF _____

ss. }

On this _____ day of _____, A.D. 19____, before me personally

appeared _____, to me personally known, who, being by

me duly sworn, did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of

said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.
Address: _____

(SEAL)

My Commission expires _____

BOOK 308 PAGE 173

OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

[Signature]

97 MAY 27 PM 12: 02

EUREKA COUNTY NEVADA

M.N. REBAL EATL. RECORDER

FILE NO. _____

FEES \$ 08

166872