

OIL AND GAS LEASE 177996

AGREEMENT, Made and entered into the 2nd day of March, 2002, by and between Dennis M. Cocking and Kathryn B. Cocking, husband and wife; and Loretta Cocking Martin, aka Loretta M. Cocking, a married woman, whose post office address is 1116 Lindberg Avenue; South Lake Tahoe, CA 961 hereinafter called Lessor (whether one or more) and Yates Petroleum Corporation whose post office address is 105 South 4th Street, Artesia, M 88210, hereinafter called Lessee:

WITNESSETH, That the Lessor, and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereunder described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and as of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said tracts, all that certain tract of land situated in the County of Eureka, State of Nevada, described as follows, to-wit:

Township 27 North, Range 1 East, MDM

Section 13:

A pt of land in the NE 1/4 more particularly described as follows:
Commencing at the E 1/4 corner of said Section 13, thence West, a distance of 2,158.95 feet along the 1/4 section line to a point on the Northwesterly ROW line of the Nevada State Highway.
Thence N 34° 50' East, along said ROW line 1,179.30 feet to corner No. 1, the point of beginning; thence continuing North 34° 50' East, a distance of 422.13 feet to corner No. 2; thence West a distance of 1,34 feet to corner No. 3, a point on the North-South 1/4 Section line of said Section 13; thence South along said 1/4 Section line a distance of 346.50 feet to corner No. 4; thence East 1,137.23 feet to corner No. 1, the point of beginning; containing 10 acres, more or less. It is the intent of the lessors to include all of the mineral interest owned by the lessors in the NE 1/4 of Section 13.

and containing 10.00 acres, more or less.

1. It is agreed that this lease shall run in force for a term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acre pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force as long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse 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 said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, these shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from the 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 of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations on the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata return by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises and Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within meaning of this lease.

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

6. Lessee shall have the right to use, of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than ten feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (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 from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, 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 obligations or diminish the rights of Lessee, and Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby giving right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to one or more of the formations hereunder, 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 do so, irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing 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 been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations on 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 or reworking operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from 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 net of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with 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, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall after be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of 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 or, 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 the 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 agency by executing the same upon request of Lessee.

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 Lessor 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.

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 for Lessor, by payment, any mortgages, taxes or liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessee for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, inasmuch 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 hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "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 heirs, successors or assigns of Lessor and Lessee.

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

x Dennis M. Cocking
Dennis M. Cocking
x Kathryn B. Cocking
Kathryn B. Cocking

Loretta Cocking Martin
Loretta Cocking Martin, aka Loretta M. Cocking,
aka Loretta M. Cocking

STATE OF California
COUNTY OF El Dorado

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 24 day of March, 2002, personally appeared Dennis M. Cocking and Kathryn B. King, husband and wife, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires June 21, 2005

Christene Garcia
Notary Public



STATE OF California
COUNTY OF PLACER

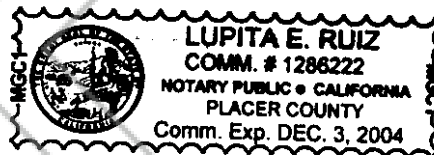
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18 day of MARCH, 2002, personally appeared Loretta Cocking Martin, fka Loretta Cocking, 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 she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires DECEMBER 3, 2004

Lupita Ruiz
Notary Public



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
DEP Mineral Services
02 APR -1 PM 1:24

EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES 15.00

177996

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