

Mailing Address 2601 N.W. Expressway, Suite 801 W., Oklahoma City, OK 73112

AGREEMENT. Made and entered into this 10th day of January, 2003, by and between M Yvonne Atkins, a married woman dealing in her separate property, 124 Meadow Lane, North Vernon, IN 47265 part of the first part, hereinafter called Lessee (whether that one or more) it a Clear Petroleum Corporation part of the second part, both parties called Lessee.

*****Ten and More***** (b) (4)

WITNESSETH That the said lease is a valid and enforceable cash-in-hand cash lease of hydrocarbons, heretofore acknowledged and accepted by the State of Nevada, and that the said lease is a lease prospecting, exploring, prospecting, drilling and operating for and producing oil and all gas of whatever nature or kind, including all associated hydrocarbons produced in a liquid or gaseous form, also including sulphur produced in association with oil or gas. The smaller sometimes called "natural gas" and "oil" and gas including gas which other fluids and other substances, including but not limited to, water, are produced in association with oil and gas, and other products manufactured therefrom to produce, have taken care of that produce more and transport said oil and gas and other products manufactured therefrom the following described land together with all reasonably rights and also acquired interest therein situated in the County of Luna State of Nevada to wit:

Section 15 S/2 SE/4
Section 22 N/2 NE/4
Section 23 W/2 NE/4 E/2 NW/4 NW/4 NW/4 NE/4 SW/4

of Section XXXX Township 27 North Range 52 East and containing 400 acres more or less.
It is agreed that this lease shall remain in force to a term of Five (5) years from date (therein called primary term) and a term thereafter as
oil or gas or either of them is produced from said land by the lease.

In consideration of the premises the said lease contains and agrees:

1st To deliver to the cred. of lessor for oil and gas in the premises to which it may connect its wells the one eighth (1/8) part of all oil (including but not limited to condensate and gas-liquid) produced and saved from the leased premises.

2nd To pay lessor for gas of whatever nature or kind (with all of its constituent elements) produced and sold or used off the leased premises or used in the manufacture of products the amount one eighth (1/8) of the oil so produced, received for the oil so sold, used on the premises or in the manufacture of products the amount but in no event more than one eighth (1/8) of the actual amount received by the lessee said payments to be made monthly during any period (whether before or after expiration of the primary term) in which the oil is being so sold, used on the premises or in the manufacture of products. The current market value of oil or products so sold (based upon spot sales) shall be sufficient to keep the lease in force. Lessee shall pay or tender a royalty of one dollar (\$1.00) per barrel net royalty acre returned hereunder. Such payment or tender to be made on or before the anniversary date of the lease during the period such well is shut in to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

1. Lessee shall on or before any scheduled payment date, deliver to the landlord the amount to pay or deposit a short in payment to a landlord owner entitled thereto, and in the event of any discrepancy between the time of such payment and such payment or deposit shall be erroneous in any regard, Lessee shall be obligated to pay to such landlord owner the short in payment properly payable for the period involved but this shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that Lessee shall correct such erroneous payment within thirty (30) days following receipt by Lessee of written notice from such landlord owner for accomplishment by any documents and other evidence necessary to enable Lessee to make proper payment.

36. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of coating head gasoline or dry commercial gas one-eighth (1/8) of the gross proceeds, at the mouth of the well, received by lessor for the gas during the time such gas shall be used, said payments to be made monthly.

to be made timely shall commence to drill a well or commence working operations on an existing well within the terms of this lease or any extension thereof, or on each date pooled therewith, no lessee shall have the right to such well or mining operation or development, or to conduct drilling, reworking, deepening and patch and if oil or gas or either of them be produced in quantities that shall constitute and be in force with life effect as if such well had been completed within the term of years herein mentioned. If said operations or mining operations shall be deemed to be commenced when the last material is placed on the leased premises or when the first work of exploration or surveying or staking the location is done thereon which is necessary for such operations.

Lease. Hereby granted unto all and every one, his heirs and assigns, full power, sole privilege and authority, that he, she or they, his heirs or assigns, shall and lawfully may, at his, her or their own cost and charges, upon any stratum or strata, with any other lands as to all strata, or any stratum or strata for the production primarily of oil or primarily of gas with or without dissipation. However, no unit for the production primarily of oil shall embrace more than 10 acres or for the production primarily of gas with or without dissipation more than 640 acres provided that if any governmental regulation shall prescribe a special pattern for the development of the field or allocate a producing acreage based on surface acreage, such regulation in a particular instance shall prevail over the provisions herein. The unit shall be located Operations upon and production from the well shall be located as such operations and production of such production were on the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be used for the purposes aforesaid if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided and except as in calculating the amount of any shut in gas royalty shall only that part of the acreage of the unit is leased and then acreage is measured in the unit shall be one-half acre for production from the unit. The unit shall be located and the acreage shall be as shown on the map hereunto attached and shall be the unit for the purposes herein as the amount of the acreage placed in the unit shall be determined by the provisions herein.

as whole or partial interest then the royalty herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided oil.

Lessee shall have the right to use free of cost gas and water produced on and from the land for its operations thereon, except water used for

When requested by the senior leader, shall bury his/her hands below his/her depth of snow should be drilled, neither the 30 feet or the 100 ft. mark from said 150 ft. marker. The written consent of the senior leader shall not be required in cases of a snow storm, or a snow band.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to disassemble and move

Any structures and facilities placed on the leased premises by lessee for operations hereunder and any well or wells on the leased premises drilled or used for the production of oil or gas shall be owned by the lessor and shall remain the property of the lessor.

extended to the inclusion of any part of the leased premises, and the lease shall be binding on the lessee until the lease has been terminated by a written assignment or assignment of the lease. In case the lessor assigns the lease, in whole or in part, the lessee shall be relieved of all obligations under the lease, and the lease shall be binding on the assignee of the lease.

And express or implied warranty that the goods shall be fit for the particular purpose known to the buyer, unless such purpose is excluded by express or implied disclaimer, and the failure to meet such purpose shall constitute a breach of contract.

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IN TESTIMONY WHEREOF I have hereunto set my hand and the seal of the said Court, at the City of New York, this 13th day of June, 1964.

Mr. Eugene Atkins

SSS

ACKNOWLEDGEMENT

STATE OF Indiana
COUNTY OF Sanchez

This instrument was acknowledged before me on the 12th day of Jan, 2003
by Myvonne Atkins

[Signature]
Notary Public

My commission expires 03-06-09

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2003
by _____

Notary Public

My commission expires _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2003
by _____

Notary Public

My commission expires _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2003
by _____

Notary Public

My commission expires _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2003
by _____

Notary Public

My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2003
by _____ as _____ of _____

Notary Public

My commission expires _____

BOOK 359 PAGE 389
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Clara L. Latham
2003 MAR 25 PM 1:55

EUREKA COUNTY, NEVADA
M. N. REBALEATI, RECORDER
FEE \$6.00

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