

**Customers Draft
Lease Form**

THRU  **BANK OF OKLAHOMA** N.A.
P.O. Box 2300 Tulsa, Oklahoma 74192

**No Protest
NO RECALL**

CITY _____ STATE California DATE July 6, 19 99 NO. _____

15 DAYS AFTER SIGHT, AND SUBJECT TO APPROVAL OF TITLE COVERING _____

Mineral Deed Covering S/2SW/4 Section 9-15N-4W

SEC. 9 T. 15N R. 4W COUNTY Logan STATE OF Oklahoma

For a valuable and sufficient consideration, Ten Dollars (\$10.00), Drawer grants to Drawee the continuing option to accept and pay this draft during the period of time above stated and agrees that this draft shall not be subject to recall during said period. And for the same consideration the Drawer does hereby release any forwarding or collecting bank from any liability for failing or refusing to return this item on any recall hereof prior to the maturity date above set out.

PAY TO THE ORDER OF Richard L. Oliver \$ 3,000.00

Three Thousand & No/100s ***** **DOLLARS**
VALUE RECEIVED AND CHARGE TO ACCOUNT OF WITH EXCHANGE

To Brookline Minerals L.L.C. (G.H. Land)
4216 N. Portland, Suite 104, OKC, OK 73112



⑆ 1039-0003⑆

0000018⑆

William F. Hoehn

Brookline

Minerals, L.L.C.

4216 North Portland

Suite 104

Oklahoma City, OK 73112-6363

July 6, 1999

Mr. Richard L. Oliver
P.O. Box 425
June Lake, California 93654

Re: Offer to Purchase Minerals
SW/4 Sec. 9-15N-4W
Logan County, Oklahoma

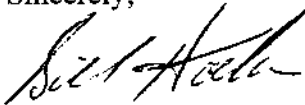
Dear Mr. Oliver:

We are acquiring mineral interests in the area and as such we would like to make you an offer on your 30 net mineral acres under the referenced tract. Our offer is \$100.00 per net mineral acre or \$3,000.00 for the entire interest. If you would have a preference for selling a portion of your interest, we would be willing to buy that as well.

I have enclosed a mineral deed and draft for your consideration and if you approve you will need to sign the deed in front of a Notary Public. Please be sure to sign exactly as your name appears on the deed. After this is complete, you will need to endorse the draft on the back and deposit both the deed and draft into your bank's collection department for payment. If you prefer, you can mail the deed back to us and we will forward a cashier's check for the full amount.

If you have any questions or if I can be of service in any way, please don't hesitate to call.

Sincerely,



Bill Hoehn

Mineral Deed

KNOW ALL MEN BY THESE PRESENTS:

That, Richard L. Oliver, P.O. Box 425, June Lake, California 93529, hereinafter called Grantor, for and in consideration of the sum of Ten and More Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Brookline Minerals, L.L.C., 4216 N. Portland Suite 104, Oklahoma City, Oklahoma, 73112, hereinafter called Grantee, all of my right, title and interest, in and to all the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Logan County, State of Oklahoma, to-wit:

Section 9-Township 15N-Range 4W
S/2 SW/4

containing 80.00 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing and same therefrom with the right to remove from said land all of Grantee's property and improvements.

Notwithstanding, it is the specific intent of this instrument to convey all right, title, and interest in the above described property to the Grantee. Said Grantee, to receive all bonuses, rents royalties, production payments, or monies of any nature accrued in the future. It is further understood that this conveyance is a transfer of production payments and pooled acreage benefits to the Grantee.

This sale is made subject to any rights now existing to any lease or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said leases insofar as it covers the above described land from interest in and to the land described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The above described property and easement with all singular rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein his heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee his heirs, executors, administrators, personal representatives, successors and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantee herein his heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Executed this _____ day of July, 1999.

Richard L. Oliver

ACKNOWLEDGMENT

STATE OF: California

COUNTY OF:

The foregoing instrument was acknowledged before me this 6th day of January 1998, personally appeared Richard L. Oliver, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires: _____

Notary Public

Mineral Deed

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