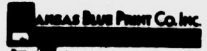


B OIL AND GAS LEASE



AGREEMENT, Made and entered into JULY 21, 1959, by and between:
JOHN D. ELROD AND FLORENCE E. ELROD, HIS WIFE, OF RURAL ROUTE No. 1, DENTON, NEBRASKA,

Party of the first part, hereinafter called lessor (whether one or more) and
STANLEY T. SMITH, 706 UNION NAT'L Bldg., WICHITA 2, KANSAS, Party of the second part, hereinafter called lessee
WITNESSETH: That the said lessor, for and in consideration of **ONE AND OTHER — —** DOLLARS,
cash in hand paid receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid
kept and performed, has granted, demised, leased and let and by the presents does grant, demise, lease and let unto said lessee, for the sole and only
purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take
care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **LANCASTER**

State of **NEBRASKA**, described as follows, to wit:
**ALL OF SECTION 4 AND ALL THAT PART OF THE NORTHEAST QUARTER (NE/4) AND THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) LYING WEST OF THE C.B.&Q. RAILROAD IN SECTION
5, TOWNSHIP 8 NORTH, RANGE 5 EAST, AND ALL**

of Section **33** Township **9 NORTH** Range **5 EAST** and containing **1436.7** acres more or less

It is agreed that this lease shall remain in full force for a term of **TEN (10)** years from this date, and as long thereafter as oil or gas,
or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

In consideration of the premises the said lessee covenants and agrees
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced
and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as
royalty $\frac{1}{4}$ of the market value of such gas at the mouth of the well if said gas is sold by the lessee, then as royalty $\frac{1}{4}$ of the proceeds of the sale thereof
at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{4}$ of the proceeds from the sale of gas as such at the mouth of the well where gas only is
found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as
royalty an amount equal to the delay rental provided in the next succeeding paragraph hereof and while said royalty is so paid or tendered this lease shall
be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises, for
storage and inside rights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessee's
sole risk and expense.

If no well be commenced on said land on or before **JULY 21,** 19 **60** this lease shall terminate as to both parties, unless the lessee on
or before that date shall pay or tender to the lessor, or to the lessor's credit in The **CITY NATIONAL** Bank at
CRETE, NEBRASKA, or its successors, which shall continue as the depository regardless of changes in the owner-

ship of said land, the sum of **THREE HUNDRED SIXTY AND NO/100- — —** DOLLARS which shall operate as a rental and cover
the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commence-
ment of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders the commence-
ment of a well or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said de-
pository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the
lessee but also the rental payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred
by lessor may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described
premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the
rental payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole then, and in that event, if a second well is not commenced on said land within
twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on
or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided.
And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of
rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals
herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be
adjusted in the next succeeding rental anniversary after any reversion occurs to cover the interest so required.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

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.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to
completion with reasonable diligence and dispatch, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in
force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder
in whole or in part are devised by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators,
successors or assigns, and no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been
furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of
the probate thereof, or in the event lessor dies intestate and his estate is being administered with a transcript of the administration proceedings or, in
the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs,
executors, administrators, successors or assigns, or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are
payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the as-
signee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such
default shall make the payments of said rents, in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with
respect to the leased portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severalty
or in separate parts, the premises nevertheless may be developed and operated as an entirety and the royalties shall be paid to each separate owner in
the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on
separate tracts of land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or re-
solving tanks for the oil produced from such separate tracts.

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 re-
dem for lessor by payment any mortgages, taxes or other 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 may reimburse itself from any rental or royalties accruing hereunder.

The terms, covenants and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, ad-
ministrators, executors, successors and assigns, however, all express or implied covenants of this lease shall be subject to all Federal and State
Law, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable 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.

Witness my hand and seal as of the day and year first above written

John D. Elrod (REAL)
JOHN D. ELROD (SEAL)
Florence E. Elrod (REAL)
FLORENCE E. ELROD (SEAL)
(REAL)

STATE OF NEBRASKA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF LANCASTER

Before me, the undersigned, a Notary Public, within and for said county and state, on this
day of JULY 23, 19 59, personally appeared JOHN D. ELROD
and FLORENCE E. ELROD, HIS WIFE,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that THEY executed the same as THEIR free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires April 29, 1961 Beulah Ramsey
Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared _____
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public.

INDEXED 5-128-131-336
GENERAL mind
COMPARED
PAGED 49

OIL AND GAS LEASE

FROM John D. Elrod
TO Stanley H. Smith

Date _____ 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

STATE OF NEBRASKA }
County of LANCASTER

Entered on Numerical Index

This instrument was filed for record on the
31 day of AUG 1959

at 10 o'clock A. M. and duly recorded
in Book _____ of _____
Miscel _____
Page _____
of _____

the records of this office
Kenneth K. Ferguson
Register of Deeds
BY _____

When recorded, return to _____

THE KANSAS BLUE PRINT CO.
117 N. MARKET ST. KANSAS CITY, MO.
PHOTOGRAPH SERVICE UP TO DATE ON MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.