

Problem 30
Oil and Gas Lease

Oil and Gas Lease

THIS AGREEMENT made this 24th day of

February

NEBCO, Inc., a Nebraska Corporation

DECEMBER 1984

1815 Y Street
Lincoln, Nebraska 68508

SEP 0 9 1995

Lessor (whichever one or more) and Leaseholds Unlimited, LTD., Englewood, Colorado 80111

DIVISION ORDER

TEN AND MORE

SECTION

Lesser, WITNESSETH:

Lessor in consideration of

in hand paid the receipt and sufficiency of which is hereby acknowledged, the royalties herein provided and the assignment of Lessee herein contained hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas including but not limited to gas producible from coal-bearing formations and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products and housing its employees, the following described land in Saunders, Cass, Lancaster, Seward, Sappy, Otoe and _____ County, Nebraska _____ to wit:
Dodge

SEE EXHIBIT "A", ATTACHED HERETO, MADE A PART HEREOF AND SIGNED FOR IDENTIFICATION

FILED FOR RECORD 9-5-85 AT 11:15 A.M. IN BOOK 32 OF Muse COMPARE
PAGE 388 REGISTER OF DEEDS, CASS CO. NEBR.
9-31-85

LESSORS CO. NE Entered in NUM. INDEX Dec 19

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of Section XXX Township XXX Range XXX

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 4.636-70 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used or the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have the free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut-in, this lease shall continue in effect for a period of one year from the date such well is shut-in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut-in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for the period of one year. In the manner and upon the date such well is shut-in, annual payments on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of one year. If such payments or tenders are not made on or before each anniversary of the shut-in date of such well, this lease shall terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure in a letter or timely mailed such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment for the proper amount, together with a late or improper payment penalty of \$100.00.

5. If operations for drilling are not commenced on said land as herein after provided, on or before one year from this date, the lease shall terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in _____ PAY DIRECT TO LESSOR _____

815 Y Street, Lincoln, Nebraska 68508 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rental either by conveyance or by the death or incapacity of Lessor) the sum of FOUR THOUSAND SIX HUNDRED THIRTY SIX & 70/100 Dollars \$ 4,636.70 (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessor, and the depositing of such currency, draft or check in any post office, property addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be liable in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessee shall deliver to Lessor a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The depository shall be considered for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may, at any time execute and deliver to Lessor or to the depository above named 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 rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this time shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

7. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued, on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate, unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force as though there had been no interruption at the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole, stream, or other operations are necessary, in order to keep the lease in force, during the last year of the primary term the production thereof should cease during the last year of the primary term, or if other operations are necessary, in order to keep the lease in force, during the remainder of the primary term. If at the expiration of the primary term, Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted, with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

8. Lessee, at its option, is hereby given the right to acquire, pool, or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern the relevant governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more states, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to areas with gas units. The pooling in one or more instances shall not extinguish or rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument identifying and describing the dimensions of oil or gas, therefrom, or the completion of the pool of well as a shut-in gas well, shall be considered for all purposes except the payment of royalties. In lieu of the royalties otherwise provided, Lessor shall receive from a unit so formed, a proportion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit, as originally created hereunder, contain less than the maximum number of acres hereinabove specified, then Lessee may, at any time, thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage contained hereinabove specified. In the event an existing unit is so enlarged a supplemental declaration of unitization identifying and describing the land added to the existing unit is required. If such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

9. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the 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 the approval, or 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 hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the 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 Lessor, 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 any governmental agency by executing the same upon request of Lessee.

10. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligations as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing, without consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1239 Jan-83

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10. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors or assigns of the parties hereto. In the event of any change or division in ownership of the land, rentals or royalties, however accumulated, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer of ownership, maintenance, or sale of said lands. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder, shall be apportioned among the several leased portions ratably according to the surface area of each, and deduct in final payment by the state shall not. The rights of other lessors and owners of other lands shall not be affected by this lease, in whole or in part. Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. Also, the cessation or termination of such governmental action or other cause. Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply or take and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties. WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

NEBCO, Inc., a Nebraska Corporation
Signatures: *[Signature]*
BY: *[Signature]*
James P. Abel, Executive Vice President
ATTEST: *[Signature]*
E.C. Chicoine, Secretary

ACKNOWLEDGMENTS FOR USE IN OREGON, NEBRASKA, KANSAS, COLORADO, WYOMING, NORTH DAKOTA, NEVADA, MEXICO

STATE OF _____
COUNTY OF _____
(Individual(s) Acknowledgment)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984

My Commission expires: _____

Address: _____

STATE OF NEBRASKA
COUNTY OF LANCASTER

(Corporate Acknowledgment)

The foregoing instrument was acknowledged before me this _____ day of February, 1984
by James P. Abel, Executive Vice President and E.C. Chicoine, Secretary
of NEBCO, Inc., Nebraska
corporation, on behalf of the corporation.

NOTARY PUBLIC
DAN P. CHRISTIANSEN
My Comm. Exp. Jan. 18, 1985

[Signature]
Notary Public

OIL AND GAS LEASE

FROM _____
TO _____

Date _____ 19____
Section _____ Township _____ Range _____
County _____

No. of Acres _____ Term _____

STATE OF _____
County of _____

This instrument was filed for record on the _____ day of _____ 19____
at _____ o'clock _____ M., and duly recorded
in book _____ page _____ of the
_____ County Clerk-Register of Deeds

by _____ Deputy

Record and Mail to:

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

ATTACHED TO AND MADE A PART OF OIL AND GAS LEASE DATED FEBRUARY 28TH, 1984, FROM NEBCO, INC., A NEBRASKA CORPORATION, OF 1815 Y STREET, LINCOLN, NEBRASKA, 68508, AS LESSOR, AND LEASEHOLD'S UNLIMITED, LTD., ENGINEWOOD, COLORADO 80111, AS LESSEE

SAUNDERS COUNTY, NEBRASKA

That part of the East Half (E $\frac{1}{2}$) of Section Twelve (12), Township 13 North, Range 9 East, 6th P.M., and that part of the West Half (W $\frac{1}{2}$) of Section Seven (7), Township 13 North, Range 10 East, 6th P.M., bounded as follows: Commencing at a point 120 rods south of the Northwest corner of the NE $\frac{1}{4}$ of Section 12, Township 13 North, Range 9 East, and running thence East 220 rods; thence South 120 rods; thence West 220 rods and thence North 120 rods to the place of beginning, EXCEPT the right of way of the Chicago, Burlington and Quincy Railroad, and containing 160.49 acres, more or less.

Township 13 North, Range 9 East, 6th P.M., Saunders County, Nebraska

Section 12: The North 120 rods of the NE $\frac{1}{4}$ EXCEPT the right of way of the Chicago, Burlington and Quincy Railroad, Tracts 10-14, NE $\frac{1}{4}$ SE $\frac{1}{4}$, and containing 130.94 acres, more or less.

Section 13: That part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ which lies East of the right of way of the Chicago, Burlington and Quincy Railroad Company, and containing 52.67 acres, more or less, AND all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ lying East of the right of way Burlington Northern, Inc., EXCEPT for four (4.00) acres immediately surrounding the farm house located on said property, and EXCEPT for a strip of land 800 feet north and south and 150 feet east and west, contiguous to said four (4.00) acre tract on the east, and containing 104.46 acres, more or less.

Section 24: That part of the NE $\frac{1}{4}$ which lies east of the right of way of the Chicago, Burlington and Quincy Railroad, and containing 106.74 acres, more or less, AND the SE $\frac{1}{4}$, which contains 147.41 acres, more or less.

Section 25: All that part of the NE $\frac{1}{4}$ lying East of the Railroad right of way, and containing 101.36 acres, more or less.

Township 13 North, Range 10 East, 6th P.M., Saunders County, Nebraska

Section 5: Lots 3, 4, 5 and 6, being all of said Section 5 lying West of the Platte River, and all accretions thereto, and containing 100.00 acres, more or less.

Section 6: S $\frac{1}{2}$, NE $\frac{1}{4}$, containing 476.75 acres, more or less.

Section 18: W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, AND a parcel of land described as follows: Beginning at the SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence East along the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 451.00 feet to the centerline of a creek, thence Northwest on a meandering line, otherwise described as the centerline of a creek, to a point on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence South on said line a distance of 716.00 feet to the point of beginning, and containing 4.22 acres, more or less, AND the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, entire description in this Section 18 contains 92.04 acres, more or less.

ALSO, the West 256.00 feet of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18; the West 256.00 feet of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 19, AND the West 256.00 feet of the E $\frac{1}{2}$ W $\frac{1}{4}$ of the North 1330.00 feet of the SW $\frac{1}{4}$ of Section 19, and containing 31.15 acres, more or less.

Section 19: W $\frac{1}{2}$ W $\frac{1}{4}$ W $\frac{1}{4}$, containing 69.27 acres, more or less.

Section 30: W $\frac{1}{2}$ W $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, containing 86.34 acres, more or less.

Township 14 North, Range 10 East, 6th P.M., Saunders County, Nebraska

Section 30: E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and containing 516.81 acres, more or less.

Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, containing 320.00 acres, more or less.

Section 32: Lots 2 and 3 lying West of the Platte River, Lot 6, containing 153.54 acres, more or less.

containing 2,621.97 acres, more or less, in Saunders County, Nebraska.

3050

FILED 5:11 P.M. OCT. 25, 1985

BOOK 58 OF Miscellaneous Records

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page 1 of 4

1985 OCT 25 AM 11:31

Paul P. Hillard REGISTER OF DEEDS

ATTACHED TO AND MADE A PART OF OIL AND GAS LEASE DATED FEBRUARY 28TH, 1984, FROM NEBCO, INC., A NEBRASKA CORPORATION, OF 1815 Y STREET, LINCOLN, NEBRASKA 68508, AS LESSOR, AND LEASEHOLDS UNLIMITED, LTD., ENGLEWOOD, COLORADO 80111, AS LESSEE

CASS COUNTY, NEBRASKA

Township 17 North, Range 10 East, 6th P.M., Cass County, Nebraska

Section 13: Lots 1-7, inclusive, Block 1; Lots 1-16, inclusive, Block 2, all being located in the Town of South Bend, AND Sublot 1 of Lot 10 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and containing 8.58 acres, more or less.

Section 15: Lot 11 of irregular tracts in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, and containing 10.00 acres, more or less.

Section 24: All that part of the NE $\frac{1}{4}$ lying northeast of the Burlington Northern right of way and lying northwest of the Chicago Rock Island right of way, and containing 24.00 acres, more or less.

containing 47.58 acres, more or less, in Cass County, Nebraska.

LANCASTER COUNTY, NEBRASKA

Township 10 North, Range 6 East, 6th P.M., Lancaster County, Nebraska

Section 4: Lot 29 in the NW $\frac{1}{4}$, containing 15.00 acres, more or less.

Township 11 North, Range 6 East, 6th P.M., Lancaster County, Nebraska

Section 33: Lot 5 in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, containing 5.83 acres, more or less.

Section 34: N $\frac{1}{2}$, Lots 1 and 2 in the S $\frac{1}{2}$, containing 504.98 acres, more or less.

Township 11 North, Range 7 East, 6th P.M., Lancaster County, Nebraska

Section 33: Lot 4 in the NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 30 in the NW $\frac{1}{4}$, containing 223.08 acres, more or less.

Section 34: Lot 33 in the SW $\frac{1}{4}$, Lot 35 in the SE $\frac{1}{4}$, Lot 38 in the NW $\frac{1}{4}$, Lot 29 in the NE $\frac{1}{4}$, containing 216.73 acres, more or less.

containing 965.62 acres, more or less, in Lancaster County, Nebraska.

SEWARD COUNTY, NEBRASKA

Township 10 North, Range 2 East, 6th P.M., Seward County, Nebraska

Section 19: SW $\frac{1}{4}$ LESS AND EXCEPT two (2) tracts of land comprising 21.52 acres, more or less which are more fully described in Book 67, Page 660, Seward County, Nebraska.

Section 20: SW $\frac{1}{4}$, containing 160.00 acres, more or less.

Section 29: NW $\frac{1}{4}$, containing 160.00 acres, more or less.

containing 458.48 acres, more or less, in Seward County, Nebraska.

SARPY COUNTY, NEBRASKA

Township 14 North, Range 11 East, 6th P.M.

Section 13: SW $\frac{1}{4}$, containing 75.27 acres, more or less.

containing 75.27 acres, more or less, in Sarpy County, Nebraska.

ATTACHED TO AND MADE A PART OF OIL AND GAS LEASE DATED FEBRUARY 28TH, 1984, FROM NEBCO, INC., A NEBRASKA CORPORATION, OF 1815 Y STREET, LINCOLN, NEBRASKA 68508, AS LESSOR, AND LEASERHOLDS UNLIMITED, LTD., ENGLEWOOD, COLORADO 80111, AS LESSEE

OTOE COUNTY, NEBRASKA

Township 8 North, Range 14 East, 6th P.M., Otoe County, Nebraska

Section 9: All Blocks 3,4,13,14 and 15 in Kearney Addition, containing 13.09 acres, more or less, AND all Lots 6,7,8 and 9 South of the Railroad right of way, AND all of Lot 10, Block 51 in the South Nebraska City Addition, containing .80 acres, more or less, AND Part of Lots 9 and 10 South of the Railroad right of way in Block 47 of the South Nebraska City Addition, containing .32 acres, more or less, AND all Lots 1,2,3,4, and 5 South of the Railroad right of way, Block 50 in the South Nebraska City Addition, containing .80 acres, more or less.

Section 10: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ lying North and East of the Railroad right of way, containing 4.00 acres, more or less, AND E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ lying South of Railroad right of way, containing 28.90 acres, more or less.

Section 15: Lot 9 in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, containing 5.00 acres, more or less.

Township 8 North, Range 11 East, 6th P.M., Otoe County, Nebraska

Section 8: All Lots 2 thru 12, Block 58 in Hail and Co. Addition, containing 1.56 acres, more or less, AND Lots 1 thru 12 except the South 30 feet of lots 7 and 8, Block 63, Hail and Co. Addition, containing 1.64 acres, more or less.

Section 9: S $\frac{1}{2}$ of Lot 4, S $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 5, Block 41, Hail and Co. Addition, and containing .11 acres, more or less, AND all of Lot 6 and the E $\frac{1}{2}$ of lot 5, Block 41 in the Hail and Co. Addition, containing .21 acres, more or less, AND all of Block 59 East of the right of way and all of Block 60 and all Lots 6 thru 10 in Block 56 of the South Nebraska City Addition, containing 3.21 acres, more or less.

Section 16: All of Lots 5 and 6 in Block 9 of Thorns Addition, containing .21 acres, more or less.
containing 59.85 acres, more or less, in Otoe County, Nebraska.

DODGE COUNTY, NEBRASKA

Township 17 North, Range 8 East, 6th P.M., Dodge County, Nebraska

Section 26: Tax Lot 4(18.50) in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 3(5.40) in the E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 35: Tax Lot 1(5.20) in the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 2(32.70) being the remainder of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 4(1.50) in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 5(15.20 acres) in the E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 6(37.60) in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 1(1.50 acres) in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 36: Tax Lot 2(18.80) in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 4(2.60) in the S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 7(56.63) which is also described as the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 6(38.30) in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 5(25.90) in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 1(15.00) in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Tax Lot 2(34.70) in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Tax Lot 1(40.00) which is also described as the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 2(36.30) in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 3(5.1) in the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

AND a piece of real estere located in the SE $\frac{1}{4}$ of Section 26 and the NE $\frac{1}{4}$ of Section 35, Township 17 North, Range 8 East, 6th P.M., which is bounded by the following lines: NORTH: Platte Township County Road running north-westerly in said SE $\frac{1}{4}$, Section 26; EAST: East section line of Sections 26 and 35; SOUTH: North boundary line of the real estate owned by the buyer and being part of the purchase made December 2, 1960; WEST: East corridor of the Buyer's real estate purchased December 2, 1960, and said line running northerly from the South line of Section 26 to the Platte Township County Road above identified, and containing 22.00 acres, more or less.

containing 412.93 acres, more or less, in Dodge County, Nebraska

The entire Description of lands on this entire Exhibit "A", shall be deemed to contain 4,636.70 acres, more or less.

EXHIBIT "A"

490

58-2310 E

ATTACHED TO AND MADE A PART OF OIL AND GAS LEASE DATED FEBRUARY 28TH, 1984, FROM NEBCO, INC., A NEBRASKA CORPORATION, OF 1815 Y STREET, LINCOLN, NEBRASKA 68508, AS LESSOR, AND LEASEHOLDS UNLIMITED, LTD., ENGLEWOOD, COLORADO 80111, AS LESSEE

It is hereby agreed and understood, that Lessee shall secure prior approval from Lessor as to approved locations for the placement of pipelines, roads, power stations, and any other structures, so as to not interfere with Lessor's use of the described properties for his own mining, farming and/or other reasonable business practices. Furthermore it is agreed and understood that Lessor's approval shall not be unreasonably withheld.

Lessee hereby agrees to notify Lessor fifteen (15) days prior to Lessee's first conversion with Lessor's tenants.

It is agreed and understood that Lessee, its heirs or assigns, shall file a release of oil and gas lease, upon expiration of the primary term, non-payment of yearly rentals or upon cessation of production.

NEBCO, Inc., a Nebraska Corporation



BY: James P. Abel
James P. Abel,
Attest: E. C. Chicoline
E. C. Chicoline, Secretary

LEASEHOLDS UNLIMITED, LTD.

BY: John G. Russell, Jr.
John G. Russell, Jr., Agent

State of Nebraska) ss
County of Seward)
Filed for record on October 16, 1985
at 11:14 a.m. and recorded in
book 69, page 659.

page 4 of 4

County Clerk
Fee: \$31.50

AD notations entered
008 208 0 3
10308
1543 0521 with

LANCASTER COUNTY, NEBR.

REGISTER OF DEEDS

1985 SEP 30 AM 10:33

ENTERED ON
MUNICIPAL INDEX
FILED FOR RECORD AS

INDEXED
MICRO-FILED
GENERAL

6-512
613-425

INST. NO. 85 26006

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58-2427

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Leaseholds Unlimited, LTD., a Colorado Corporation, 5555 DTC Parkway, Suite 3004, Englewood, Colorado 80111

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Amoco Production Company P.O. Box 800 Denver, Colorado 80201

interest in and to the oil and gas lease hereinafter called Assignee) all its right, title and

dated February 24th 19 84 from NEBCO, Inc., a Nebraska Corporation

to Leaseholds Unlimited, LTD., A Colorado Corporation insofar as said lease covers the following described land in

recorded in book _____ page _____ County, State of NEBRASKA
Saunders, Cass, Lancaster, Seward, Sarpy, Otoe, Dodge

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FILED IN THE REGISTER OF DEEDS
BOOK 58 of Page 2427
NOV - 6 AM 2 04
C. J. Hill
REGISTER OF DEEDS

of Section XXX Township XXX Range XXX and containing 4,636.70 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

RECEIVED
NOTARY PUBLIC
STATE OF COLORADO
By Robert E. Schaff, Secretary

LEASEHOLDS UNLIMITED, LTD., A COLORADO CORPORATION
By: K.F. Hippie, Jr., Vice President

STATE OF COLORADO ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Oka. and Colo.)
COUNTY OF DENVER 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.

My commission expires _____ Notary Public
STATE OF COLORADO ss. CORPORATION ACKNOWLEDGMENT
COUNTY OF DENVER August 19 84 before

On this _____ day of _____ 19 _____ K.E. Hippie, Jr. Vice President of the Leaseholds Unlimited, LTD., a Colorado Corporation to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the within and foregoing instrument to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said county the day and year first above written.
My commission expires _____ Notary Public

13984
652413

SAUNDERS COUNTY, NEBRASKA

That part of the East Half (E $\frac{1}{2}$) of Section Twelve (12), Township 13 North, Range 9 East, 6th P.M., and that part of the West Half (W $\frac{1}{2}$) of Section Seven (7), Township 13 North, Range 10 East, 6th P.M., bounded as follows: Commencing at a point 120 rods south of the Northwest corner of the NE $\frac{1}{4}$ of Section 12, Township 13 North, Range 9 East, and running thence East 220 rods; thence South 120 rods; thence West 220 rods and thence North 120 rods to the place of beginning, EXCEPT the right of way of the Chicago, Burlington and Quincy Railroad, and containing 160.49 acres, more or less.

Township 13 North, Range 9 East, 6th P.M., Saunders County, Nebraska

Section 12: The North 120 rods of the NE $\frac{1}{4}$ EXCEPT the right of way of the Chicago, Burlington and Quincy Railroad, Tracts 10-14, NE $\frac{1}{4}$ SE $\frac{1}{4}$, and containing 130.94 acres, more or less.

Section 13: That part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ which lies East of the right of way of the Chicago, Burlington and Quincy Railroad Company, and containing 52.67 acres, more or less, AND all that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ lying East of the right of way Burlington Northern, Inc., EXCEPT for four (4.00) acres immediately surrounding the farm house located on said property, and EXCEPT for a strip of land 800 feet north and south and 150 feet east and west, contiguous to said four (4.00) acre tract on the east, and containing 104.46 acres, more or less.

Section 24: That part of the NE $\frac{1}{4}$ which lies east of the right of way of the Chicago, Burlington and Quincy Railroad, and containing 106.74 acres, more or less, AND the SE $\frac{1}{4}$, which contains 147.41 acres, more or less.

Section 25: All that part of the NE $\frac{1}{4}$ lying East of the Railroad right of way, and containing 101.36 acres, more or less.

Township 13 North, Range 10 East, 6th P.M., Saunders County, Nebraska

Section 5: Lots 3, 4, 5 and 6, being all of said Section 5 lying West of the Platte River, and all accretions thereto, and containing 100.00 acres, more or less.

Section 6: S $\frac{1}{2}$, NE $\frac{1}{4}$, containing 476.75 acres, more or less.

Section 18: W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, AND a parcel of land described as follows: Beginning at the SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence East along the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 451.00 feet to the centerline of a creek, thence Northwesterly on a meandering line, otherwise described as the centerline of a creek, to a point on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence South on said line a distance of 716.00 feet to the point of beginning, and containing 4.22 acres, more or less, AND the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, entire description in this Section 18 contains 92.04 acres, more or less.

ALSO, the West 256.00 feet of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, the West 256.00 feet of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 19, AND the West 256.00 feet of the E $\frac{1}{2}$ W $\frac{1}{2}$ of the North 1330.00 feet of the SW $\frac{1}{4}$ of Section 19, and containing 31.15 acres, more or less.

Section 19: W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$, containing 69.27 acres, more or less.

Section 30: W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, containing 86.34 acres, more or less.

Township 14 North, Range 10 East, 6th P.M., Saunders County, Nebraska

Section 30: E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and containing 516.81 acres, more or less.

Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, containing 320.00 acres, more or less.

Section 32: Lots 2 and 3 lying West of the Platte River, Lot 6, containing 125.54 acres, more or less.

containing 2,621.97 acres, more or less, in Saunders County, Nebraska.

CASS COUNTY, NEBRASKA

- Township 12 North, Range 10 East, 6th P.M., Cass County, Nebraska
- Section 13: Lots 1-7, inclusive, Block 1; Lots 1-16, inclusive, Block 2, all being located in the Town of South Bend, AND Sublot 1 of Lot 10 in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and containing 8.58 acres, more or less.
- Section 15: Lot 11 of irregular tracts in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, and containing 10.00 acres, more or less.
- Section 24: All that part of the NE $\frac{1}{4}$ lying northeast of the Burlington Northern right of way and lying northwest of the Chicago Rock Island right of way, and containing 24.00 acres, more or less.
- containing 42.58 acres, more or less, in Cass County, Nebraska.

LANCASTER COUNTY, NEBRASKA

- Township 10 North, Range 6 East, 6th P.M., Lancaster County, Nebraska
- Section 4: Lot 29 in the NW $\frac{1}{4}$, containing 15.00 acres, more or less.
- Township 11 North, Range 6 East, 6th P.M., Lancaster County, Nebraska
- Section 33: Lot 5 in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, containing 5.83 acres, more or less.
- Section 34: N $\frac{1}{2}$, Lots 1 and 2 in the S $\frac{1}{2}$, containing 504.98 acres, more or less.
- Township 11 North, Range 7 East, 6th P.M., Lancaster County, Nebraska
- Section 33: Lot 4 in the NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 30 in the NW $\frac{1}{4}$, containing 223.08 acres, more or less.
- Section 34: Lot 33 in the SW $\frac{1}{4}$, Lot 35 in the SE $\frac{1}{4}$, Lot 38 in the NW $\frac{1}{4}$, Lot 29 in the NE $\frac{1}{4}$, containing 216.73 acres, more or less.
- containing 965.62 acres, more or less, in Lancaster County, Nebraska.

SEWARD COUNTY, NEBRASKA

- Township 10 North, Range 2 East, 6th P.M., Seward County, Nebraska
- Section 19: SW $\frac{1}{4}$ LESS AND EXCEPT two (2) tracts of land comprising 21.52 acres, more or less which are more fully described in Book 67, Page 600, Seward County, Nebraska.
- Section 20: SW $\frac{1}{4}$, containing 160.00 acres, more or less.
- Section 29: NW $\frac{1}{4}$, containing 160.00 acres, more or less.
- containing 458.48 acres, more or less, in Seward County, Nebraska.

SARPY COUNTY, NEBRASKA

- Township 14 North, Range 11 East, 6th P.M.
- Section 13: SW $\frac{1}{4}$, containing 75.27 acres, more or less.
- containing 75.27 acres, more or less, in Sarpy County, Nebraska.

OTOE COUNTY, NEBRASKA

- Township 8 North, Range 14 East, 6th P.M., Otoe County, Nebraska
- Section 9: All Blocks 3, 4, 13, 14 and 15 in Kearney Addition, containing 13.09 acres, more or less, AND all lots 6, 7, 8 and 9 South of the Railroad right of way, AND all of lot 10, Block 51 in the South Nebraska City Addition, containing .80 acres, more or less, AND Part of Lots 9 and 10 South of the Railroad right of way in Block 47 of the South Nebraska City Addition, containing .32 acres, more or less, AND all lots 1, 2, 3, 4, and 5 South of the Railroad right of way, Block 50 in the South Nebraska City Addition, containing .80 acres, more or less.
- Section 10: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ lying North and East of the Railroad right of way, containing 4.00 acres, more or less, AND E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ lying South of Railroad right of way, containing 28.90 acres, more or less.
- Section 15: Lot 9 in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, containing 5.00 acres, more or less.

Township 8 North, Range 11 East, 6th P.M., Otoe County, Nebraska

- Section 8: All Lots 2 thru 12, Block 58 in Hail and Co. Addition, containing 1.56 acres, more or less, AND lots 1 thru 12 except the South 30 feet of lots 7 and 8, Block 63, Hail and Co. Addition, containing 1.64 acres, more or less.
- Section 9: S $\frac{1}{2}$ of Lot 4, S $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 5, Block 41, Hail and Co. Addition, and containing .11 acres, more or less, AND all of lot 6 and the E $\frac{1}{2}$ of lot 5, Block 41 in the Hail and Co. Addition, containing .21 acres, more or less, AND all of Block 59 East of the right of way and all of Block 60 and all lots 6 thru 10 in Block 56 of the South Nebraska City Addition, containing 3.21 acres, more or less.
- Section 16: All of lots 5 and 6 in Block 9 of Thorns Addition, containing .21 acres, more or less.
- containing 59.85 acres, more or less, in Otoe County, Nebraska.

DODGE COUNTY, NEBRASKATownship 17 North, Range 8 East, 6th P.M., Dodge County, Nebraska

- Section 26: Tax Lot 4(18.50) in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 3(5.40) in the E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Section 35: Tax Lot 1(5.20) in the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 2(32.70) being the remainder of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 4(1.50) in the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 5(15.20 acres) in the E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 6(37.60) in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 1(1.50 acres) in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Section 36: Tax Lot 2(18.80) in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 4(2.60) in the S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 7(56.63) which is also described as the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 6(38.30) in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Tax Lot 5(25.90) in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Tax Lot 1(15.00) in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Tax Lot 2(34.70) in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Tax Lot 1(40.00) which is also described as the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 2(36.30) in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Tax Lot 3(5.1) in the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- AND a piece of real estate located in the SE $\frac{1}{4}$ of Section 26 and the NE $\frac{1}{4}$ of Section 35, Township 17 North, Range 8 East, 6th P.M., which is bounded by the following lines: NORTH: Platte Township County Road running north-westerly in said SE $\frac{1}{4}$; Section 26; EAST: East section line of Sections 26 and 35; SOUTH: North boundary line of the real estate owned by the buyer and being part of the purchase made December 2, 1960; WEST: East corridor of the Buyer's real estate purchased December 2, 1960, and said line running northerly from the South line of Section 26 to the Platte Township County Road above identified, and containing 22.00 acres, more or less.
- containing 412.93 acres, more or less, in Dodge County, Nebraska

The entire Description of lands on this entire Exhibit "A", shall be deemed to contain 4,636.70 acres, more or less.