

Billinga Blue Bird
Billinga, Bantona

of Route 2, Blair, Nebraska 68008

homomorphisms and isomorphisms

tract or tracts of land situated in the County of _____, State of _____, NEBRASKA, described as follows, to-wit:

SECTION 10: Tl. 123 (being 16 acres, more or less, in NE1SW4)

10. 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 proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Russell L. Detjens
Russell L. Detjens SS#506-52-1878

ACKNOWLEDGMENTS

STATE OF NEBRASKA
COUNTY OF WASHINGTON

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 28 day of JUNE

1980, before me, personally appeared

Russell L. Detjens, an unmarried man

, to me known to be the person described in and who executed the foregoing

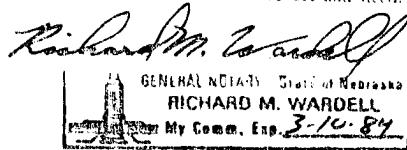
instrument, and acknowledged to me that he

executed the same as his

free act and deed.

My commission expires:

3-10-84



Notary Public.

STATE OF
COUNTY OF

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this day of

19 before me, personally appeared

, to me known to be the person described in and who executed the foregoing

instrument, and acknowledged to me that

executed the same as

free act and deed.

My commission expires:

Notary Public.

No. Oil and Gas Lease

FROM

TO

Dated

No. Acres

County

Term

This instrument was filed for record on

the day of 1980, at

o'clock P.M. and duly

recorded in Book

Page

of the

records of this office.

Register of Deeds.

By Deputy

When recorded return to

STATE OF
COUNTY OF

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of

in the year

, before me, a Notary Public,

personally appeared

known to me to be the

acknowledged to me that such Corporation executed the same

My commission expires

of the Corporation that is described in and that executed the within instrument and

Notary Public.