

12. Lease Interest Clause. If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land. If the mineral interest covered hereby is subject to an outstanding nonparticipating royalty, such royalty shall be deducted from the royalties payable to Lessor hereunder.

13. Warranty. 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 redeem for Lessor, by payment, any mortgage, taxes or other liens on the leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties that may be payable to Lessor hereunder.

14. Surrender. Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor or by placing a release of record in the county, or counties, in which the leased premises are situated, and thereupon, Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered.

15. Parties Bound. This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns. Should any party named above as Lessor fail to execute this lease, or should any party execute this lease who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

16. Headings for Convenience. The paragraph headings herein are for convenience only and shall not be considered as construed to limit the subject matter of any paragraph.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Henry A. Roehr
 Henry A. Roehr
 S.S.# 506-20-8442

Evelyn C. Roehr
 Evelyn C. Roehr

THE STATE OF Nebraska
 County of Gage

Before me, the undersigned authority, on this day personally appeared Henry A. Roehr and Evelyn C. Roehr,
 Husband and Wife

known to me to be the identical person^S whose name^S are^S subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of October, A. D. 19 82

John R. Rainwater
 John R. Rainwater
 Notary Public in and for
 State of Nebraska
 My Comm. Exp. Mar. 12, 1986

THE STATE OF _____
 County of _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person _____ whose name _____ are/is subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____
 State of _____

THE STATE OF _____
 County of _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the identical person _____ whose name _____ are/is subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19 _____

Notary Public in and for _____
 State of _____

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 8-5-543-5-5

OIL, GAS AND MINERAL LEASE
 Nebraska

No. _____

State of Nebraska, Gage County ss. En-
 tered in Numerical Index and filed for
 record the 17th day of NOV., 1982.
 at 9:00 o'clock A.M. and recorded in
 Book 62 of Miscellaneous
 on page 177
John R. Rainwater
 Register of Deeds

Recorded _____ A. D. 19 _____
 in _____ County _____
 Book _____ Page _____
 County Clerk _____
 Deputy _____
 Fee: \$6.50 Paid & Return:
 Texas American Oil Corporation
 300 West Wall, Suite 400, Midland, Texas 79701