

32-388

\$ 70

PAGE 388

OIL AND GAS LEASE

THIS AGREEMENT made on the 24th day of February, 19 84 between

NEBCO, Inc., a Nebraska Corporation
1815 Y Street

Lincoln, Nebraska 68508

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

Lessee, WITNESSETH:

1. Lessor in consideration of TEN AND MORE Dollars
in hand paid, the receipt and sufficiency of which is hereby acknowledged, and of the agreement 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 in order to produce, save, take care of, test, transport and own said products, and housing its employees, the following described land in Saunders, Cass, Lancaster, Seward, Sarpy, Otoe and _____ County, Nebraska _____ to wit:
Dodge

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

Acres 70
FILED FOR RECORD 9-5-85 AT 4:11 P.M. IN BOOK 32 OF *Misc* COMPARE

PAGE 388 REGISTER OF DEEDS CASS CO. NEBR

SAUNDERS CO. NE ENTERED IN NUM INDEX Dec 19

in *18* by *102901 Misc*

173
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of Section XXX Township XXX Range XXX

In addition to the land above described, Lessee 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, onto the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty in its possession, paying the market price therefor or presenting for payment 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 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 to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made 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 twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not 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 to properly or timely make such shut-in gas well payments (30) days after receipt of such notice to tender such payment in 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 then 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

1815 Y Street, Lincoln, Nebraska 68508 PAY DIRECT TO LESSOR

which bank and its successors are Lessor's agent and shall continue as if made by Lessor for the sum of FOUR THOUSAND SIX HUNDRED THIRTY SIX & 70/100th Dollars (\$ 4,636.70)

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, properly 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 obligated to make such payments, tender or tenders of rental until thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00. The primary term of this lease shall terminate on the anniversary of the date of the completion of operations for drilling or reworking on said land hereunder, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to open or deepen a metal 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 amount properly payable for the period involved, but this lease 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 evidence necessary to enable Lessee to make proper payment.

6. 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 said land 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 just as, though there had been no interruption in 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 if after operations are completed a dry hole thereon within one hundred twenty (120) days after the expiration of the primary term, or if, after the expiration of the primary term, production on this lease or on any other land owned or controlled by Lessee shall continue in force so long as operations for drilling or reworking on any existing or existing well are being conducted which no less 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.

7. Lessee, at its option, is hereby given the right and power to 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 (100) or sixty (60) 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 pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreages covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more streets, and units so formed need not conform in size or acreage to the acreage covered by this lease hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon shall be deemed to be operations on this lease. The entire acreage so pooled into a unit shall be treated for all purposes except the payment of royalties, as if such operations were on or such operations were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties otherwise herein specified, Lessor shall receive from units so pooled, only that proportion of the royalties which the acreage so pooled contains less than the maximum number of acres hereinabove specified, then Lessee may at any time terminate or alter the pooling of acreage. Should the acreage so pooled into a unit be less than the maximum number of acres hereinabove specified, then Lessee may at any time terminate, whether before or after production is obtained on the unit, change 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 enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided that 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.

8. 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 like approval, to 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 plan or agreement, and such modifications shall be binding on Lessee and its successors, assigns, heirs, and assigns, with the exception of the unit 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 royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is 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 Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of this 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. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or farm now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner hereof any damages, to crops, or improvements, caused by or resulting from any operations of Lessee.

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11. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties shall be required for the assignment. The assignee shall assume the obligations and duties of the assignor. In the event of any transfer of interest therein, the assignee shall be bound by the terms hereof. The assignor shall be responsible for the payment of all taxes, royalties and other obligations which are due or become due from the leasehold interest in accordance with the terms hereof. In the event of the assignment of this lease as to a segregated portion of said land, the rentals paid shall be proportionally apportioned among the several leasehold interests existing according to the surface area of each, and default in rental payments by one shall constitute a default by all. The assignor shall remain liable for any obligations which are due or become due in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions during subsequent to the date of assignment.

12. 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 law or by the action of any governmental agency. 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 law or by the action of any governmental agency. 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 law or by the action of any governmental agency. 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 law or by the action of any governmental agency.

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.

14. 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. IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

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. IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

NERCO, Inc., a Nebraska Corporation
 Signed by: JAMES P. ABEL
 BY: JAMES P. ABEL, Executive Vice President
 ATTEST: E. E. Chicoine
E. E. Chicoine, Secretary

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

STATE OF _____ : ss.
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____

My Commission expires: _____
 Address: _____
 Notary Public

STATE OF _____ : ss.
 COUNTY OF _____

(Corporate Acknowledgment)
 28th day of February, 1984
 by James P. Abel, Executive Vice President and E.C. Chicoine, Secretary
 of NERCO, Inc., Nebraska

The foregoing instrument was acknowledged before me this _____ by _____

My Commission expires: _____
 Notary Public

NOTARY PUBLIC
 DAN P. CHRISTIANSEN
 My Comm. Exp. Mar. 12, 1985

BY _____
 EXECUTION OF ME EFFECTIVE _____

OIL AND GAS LEASE

No. _____

FROM _____ TO _____

Date _____ 19____

Section _____ Township _____ Range _____

No. of Acres _____

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 _____

Records of this office.

County Clerk-Register of Deeds _____

By _____ Deputy

Record and Mail to: _____

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

SAUNDERS COUNTY, NEBRASKA

That part of the East Half (E½) of Section Twelve (12), Township 13 North, Range 9 East, 6th P.M., and that part of the West Half (W½) 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 NE¼ 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 NE¼ EXCEPT the right of way of the Chicago, Burlington and Quincy Railroad, Tracts 10-14, NE¼SE¼, and containing 130.94 acres, more or less.

Section 13: That part of the S½SE¼ 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 S½NE¼ and the N½SE¼ 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 NE¼ 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 SE¼, which contains 147.41 acres, more or less.

Section 25: All that part of the NE¼ 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: S½, NE¼, containing 476.75 acres, more or less.

Section 18: W½SW¼SW¼, AND a parcel of land described as follows: Beginning at the SE¼NW¼, thence East along the South line of said SE¼NW¼, 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 SE¼NW¼, 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 SW¼NW¼, NW¼SW¼, entire description in this Section 18 contains 92.04 acres, more or less.

ALSO, the West 256.00 feet of the E½SW¼SW¼ of Section 18; the West 256.00 feet of the E½NW¼ of Section 19, AND the West 256.00 feet of the E½W¼ of the North 1330.00 feet of the SW¼ of Section 19, and containing 31.15 acres, more or less.

Section 19: W½NW¼, containing 69.27 acres, more or less.

Section 30: W½NW¼, W½NW¼SW¼, SW¼SW¼, containing 86.34 acres, more or less.

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

Section 30: E½, W½NW¼, E½SW¼, SE¼NW¼, and containing 516.81 acres, more or less.

Section 31: E½SE¼, NE¼, E½NW¼, 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.

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EXHIBIT "A"

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 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 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.

EXHIBIT "A"

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

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 $\frac{1}{2}$ NW $\frac{1}{4}$ 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 $\frac{1}{2}$ 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.

EXHIBIT "A"

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, Secretary
ATTEST: E. C. Chicoine
E. C. Chicoine, Secretary

LEASEHOLDS UNLIMITED, LTD.

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