

THIS AGREEMENT made and entered into this 4th day of February 1976,
by and between O. D. Wakefield and Lela L. Wakefield, husband and wife,
Wray, Colorado 80758 Lester Intertex Colorado

one or more, and Kansas-Nebraska Natural Gas Company, Inc., 5715 W. 11th Ave., Lakewood, issue

Brings and other substances into the State of Colorado, and described as follows, to-wit:

<u>Township 2 South, Range 44 West, 6th. P. M.</u>	<u>Township 1 North, Range 45 West, 6th. P. M.</u>
Section 7: Lots 1, -2, E $\frac{1}{2}$ NW $\frac{1}{4}$	Section 1: W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 2: E $\frac{1}{2}$ SE $\frac{1}{4}$
<u>Township 2 South, Range 45 West, 6th. P. M.</u>	Section 12: W $\frac{1}{2}$ Section 13: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 12: NE $\frac{1}{4}$	

Section 1st Net
of Section Township Range together with all submerged lands, accretions, strips and gages
adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of
this lease, be considered as containing exactly 1243.29 acres, whether there is more or less.
TD HAVE AND TO HOLD the same in fee simple forever, for a term of Five years from this date, and under the name of "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and other minerals may be
produced from the said lease premises or operations for the drilling or production thereof are continued as hereinabove provided.
In consideration of the premises, it is hereby mutually agreed as follows:
1. To deliver, free of cost, to the lessor at the well or wells, or at the credit of lessor into the pipe line to which leases may connect its well, an equal one-eighth (1/8th) part of all oil
produced and saved from the lease premises, or operations, or credits to the lessor for each one-eighth (1/8th) part of the market price at the wellhead for oil of a like grade and gravity
prevailing on the day such oil is run, in the pipe line or storage tanks.
2. The production of gasoline or other products, lease shall pay to lessor a sum equal to one-eighth (1/8th) of the gross proceeds received from the sale of such produced substances where
the same is sold at the mouth of the well or, if not sold at the mouth of the well, than one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more
than one-eighth (1/8th) of the actual amount received by lessor for the sale thereof.
3. If gas from any well or wells on the lease premises or produced gas in commercial quantities, not sold or used off the premises or in the manufacture of gasoline for a period of one year, the lessee shall become obligated to pay as royalty for such annual period a sum equal to the pipe rentals provided in paragraph number 6 heretofore, whether during or after the period of one year, in consideration of the obligation so to pay, it shall within the meaning
of all the terms of this lease, including the habendum clause, be continually deemed that gas is being produced from the premises during the time such gas is not sold or used.
4. On all other minerals produced and marketed, lessor shall pay one-eighth (1/8th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/8th)
of the actual amount received by the lessor.
5. If any gas well or wells on the lease premises produces dry gas in excess of that needed for operation hereunder, lessor shall have the privilege, at his sole risk, cost and expense, of
using such gas for fuel or for stores and lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessor shall have free use
of all distillate, condensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the state premises, except water from
lessor's wells and tanks, for all operations hereunder.
6. Operation for the drilling of a well for oil or gas are not commenced on the lease premises or before one (1) year from the date hereof, then this lease, except as otherwise
provided, shall terminate as to both parties unless the lessor, shall pay or tender to lessor or to lessor's credit in the
First National Bank at Wray, Colorado 80758
for to any bank designated in writing by lessor whether, or not such written designation is recorded, or its successor or successors, which bank and its
successors or assigns, shall have the right, at any time, to receive rents, the sum of One thousand dollars (\$1,000.00) per month, payable monthly, for the use of said land or the right to receive rentals, the sum of One

"4. This lease gives all of its term and interest therein to the lessor for the sum of \$ per annum, which sum shall be divided among all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that all rents, or payments made by the lessee to the owner of any interest subject to this lease shall be sufficient payment therefor to the lessor to such interest notwithstanding the joinder of any other lessor or lessors in this lease, and the lessor shall not be liable to the lessee for any amount so paid.

the 11th day of October, in the year of our Lord one thousand nine hundred and ten.
IN WITNESS WHEREOF, we sign this as of the day and year first above written.

Jela L. Wakefield
Jela L. Wakefield

O. D. Wakefield

C-1072