RIGHT-OF-WAY EASEMENT

From
J. O. FAGER ET UX

To
THE SEDGWICK COUNTY ELECTRIC COOPERATIVE ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned,
J. O. FAGER, Catherine F. FAGER

hereby (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto The Sedgwick County Electric Cooperative Association, Inc., a corporation, the post office address is
Goddard, Kansas, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Sedgwick, State of Kansas, and more particularly described as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Township</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>29</td>
<td>1W</td>
</tr>
</tbody>
</table>

Or a tract of land approximately 160 acres in area located 12 miles 12 from the town of Goddard, and bounded by land owned by

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways, substations and lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that all poles shall be located immediately within, and adjacent to, the outside boundaries of above-described land, unless otherwise mutually agreed.

The undersigned covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 9 day of June 1938.

J. O. FAGER
Catherine F. Fager

State of Kansas,
Sedgwick County.

Be it Remembered, That on this 9 day of June 1938, A. D. 1938, before me, the undersigned, Notary Public in and for the County and State aforesaid, came J. O. FAGER, Catherine F. FAGER

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand, and affixed my notarial seal the day and year last written.

L. J. O. ALGREN
Notary Public.

Term expires 8/28/38
1962
OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 27th day of September, 1963 by and between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Rich L. Strunk and Mary M. Strunk, husband and wife (REGI Clearwater, Kansas 67026)

and as rental, in consideration of the sum of $1.00 to be paid by lessee, the receipt and adequacy of which is hereby acknowledged, the said lessee agrees to lease unto and in favor of the said lessors their oil, gas and mineral interest in the oil, gas and mineral land described as follows: Three (3) acres of land located in the Northwest Quarter of the Southeast Quarter of Section 9, Township 29 South, Range 1 West, Sedgwick County, Kansas and described as follows:

Section 9: Southeast Quarter (SE1/4)
Section 17: North half of the Southwest Quarter (NW1/2)

The lessee, for and in consideration of the sum of $1.00 to be paid by lessor, the receipt and adequacy of which is hereby acknowledged, does hereby grant, lease and convey unto and in favor of the said lessor, all of the oil, gas and mineral interest in and to said lands, and the surface thereof and such interest is hereby granted, leased and conveyed unto and in favor of the said lessor, for the period of time hereinafter provided.

Home State: Kansas

Picture 600 x 500

Donald C. Strunk

200 Douglas Bldg

Wichita, Ks. 67202

Mary M. Strunk
STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this 27th day of September 1982.

My commission expires

[Signature]
Notary Public

STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this day of and

My commission expires

[Signature]
Notary Public

STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this day of 19

My commission expires

[Signature]
Notary Public

STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this day of 19

My commission expires

[Signature]
Notary Public

STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this day of 19

My commission expires

[Signature]
Notary Public

STATE OF: Kansas
COUNTY OF: Sedgwick

The foregoing instrument was acknowledged before me this day of 19

My commission expires

[Signature]
Notary Public

OIL AND GAS LEASE

FROM

TO

Rate

Section

Twp

Range

Acres

County

STATE OF

COUNTY OF

This instrument was filed for record on the day of at o'clock, M., and day of the month of the year, in the office of the Register of Deeds, State of Kansas. 

Registered Deeds

When recorded, return to

[Signature]
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this the 8th day of October, A.D. 1955, by and between

N. L. STRUNK, & MARY M. STRUNK, HIS WIFE

RURAL ROUTE #1, CLEARWATER, KANSAS 67026

and

ASSOCIATED PETROLEUM CONSULTANTS, INC.

an oil and gas company for oil and gas

AND

ONE & O/V.

LOG 1

This lease shall be for a period of 20 years and as long thereafter as oil, gas, condensate gas, or any other substance produced or to be produced thereunder shall be produced. The term of this lease shall automatically renew, and no notice need be given to the lessee to continue the lease, unless the lessee desires to terminate the lease at the end of the 20-year term.

The lessee shall pay to the lessor, or to the lessor's representative, a royalty of 1/8 of the value of such gas as is marketed at the mouth of such gas well as sold by the lessee, or a rate of $1.00 per barrel of the crude oil as marketed at the mouth of such oil well as sold by the lessee, or the average of the then prevailing market price for such gas or oil, as the case may require.

The lessee agrees to pay the lessor for the development and operation of the lease property, including all costs and expenses incurred in connection with the drilling and operations thereon, and to return all equipment and materials in good condition, except for those that have been permanently or substantially destroyed or wholly consumed in the course of operations.

The lessee agrees to pay the lessor all sums due for the production of oil, gas, or any other substance produced thereunder, and to indemnify the lessor for all taxes or other charges that may be levied upon the lease property or any part thereof.

The lessee agrees to comply with all laws, ordinances, and regulations now in force or hereafter enacted or made applicable to the lease property or any part thereof.

The lessee agrees to keep the lease property in good order and condition, and to comply with all requirements for the protection of the environment.

The lessee agrees to indemnify the lessor for any damage or injury caused to the lessor or any of its agents or employees in the performance of their duties under this lease.

The lessee agrees to comply with all restrictions and conditions imposed by any governmental agency or authority having jurisdiction over the lease property or any part thereof.

IN WITNESS WHEREOF, we sign this lease and make it ours this 8th day of October, A.D. 1955.

N. L. STRUNK

MARY M. STRUNK

ADMITTED

MADY M. STRUNK
OIL AND GAS LEASE

STATE OF KANSAS
COUNTY OF SEQUOIA

Filed for recording at El Reno, Okla.

[Signature]

State of Kansas
Notary Public

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF KANSAS
COUNTY OF SEQUOIA

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, in witness thereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public.

STATE OF KANSAS
COUNTY OF SEQUOIA

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, in witness thereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public.

STATE OF KANSAS
COUNTY OF SEQUOIA

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, in witness thereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public.
<table>
<thead>
<tr>
<th>Grantor</th>
<th>STRUNK TR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee</td>
<td>STABLE ENERGY RESOURCES LLC</td>
</tr>
<tr>
<td>Type of Document</td>
<td>OIL AND GAS LEASE</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>$24.00</td>
</tr>
<tr>
<td>Mtg Reg Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Amount</td>
<td>$24.00</td>
</tr>
<tr>
<td>Return Address</td>
<td>STABLE ENERGY RESOURCES LLC</td>
</tr>
<tr>
<td></td>
<td>2224 NW 50TH STE 295W</td>
</tr>
<tr>
<td></td>
<td>OKLAHOMA CITY OK 73112</td>
</tr>
</tbody>
</table>
OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 24th day of April, 2012, by and between Strunk Family Trust, C/O Nicholas and Mary Strunk, at 633 E Main, Apt W2, Mulvane, KS 67110, party of the first part, hereinafter called Lessor (whether one or more), and Stable Energy Resources, LLC 2224 NW 50th St., Suite 295W, Oklahoma City, OK 73112, party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of Ten and No More Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploiting by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas, crude methane gas, helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein situated in the County of Sedgwick, State of Kansas described as follows, to wit:

Southwest Quarter (SW/4)

of Section 9, Township 28S, Range 1W, and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.

In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor free of cost, in the pipe line to which it may connect its wells, the three sixteenths (3/16) part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, three sixteenths (3/16) of the proceeds received for the gas sold, used off the premises or in the manufacture of products therefrom, but in no event more than three sixteenths (3/16) of the actual amount received by the Lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being sold or used and the well or wells are shut in and if there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of Five Dollars ($5.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3rd. To pay Lessee for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, three sixteenths (3/16) of the proceeds, at the mouth of the well, received by lessor for the gas during the time such gas shall be used, said payments to be made monthly.

If the Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of a vertical well for oil shall embrace more than 160 acres, or for the horizontal well production primarily of oil & gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or suth
production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties therein, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an average basis bears to the total acreage in the unit. If said Lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor.

When requested by the Lessor, Lessee shall bury his pipe lines 42" or more below surface.

No well shall be drilled nearer than 300 feet to the house or barn now on said premises, without the written consent of the Lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall entitle the assignee to any greater rights than those assigned by the assignor. No change in the ownership of the land or royalty shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns 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.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessor held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessees above named may not join in the execution hereof. The word “Lessor” as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

Lessee hereby agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described land, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

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

Signed for Identification:

IN TESTIMONY WHEREOF, we sign this the 27th day of April 2012.

[Signature]
Dan Strunk, Trustee

ACKNOWLEDGEMENT

STATE OF KANSAS
COUNTY OF Sedgwick

The foregoing instrument was acknowledged before me this 27th day of April 2012.

[Signature]
Dan Strunk, Trustee

My Commission Expires: 9/23/2015
EXHIBIT "A"

Exhibit "A" attached hereto and made a part of the Oil and Gas Lease in the lands situated as hereinabove stated.

1. All references in the Oil and Gas Lease to royalty payments are hereby amended to be a 30.00% royalty. The royalty payable under this lease shall be calculated to all oil (including but not limited to condensate and distillate) and gas (including casinghead gas) and shall be paid on the proceeds sold, less a proportionate part of the applicable severance and/or excise tax or tax of a similar nature. LESSOR's royalty interest shall be free from the cost of drilling, producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and marketing said oil and gas, condensate, distillate, and any other substance covered hereby and free from costs and expenses associated with the construction, operation, or depletion of any plant or other facility or equipment for processing or treating gas from the leased premises. The costs of gathering, transporting, compressing, and dehydrating any gas produced from the leased premises will not be charged to LESSOR or deducted from LESSOR's royalty payments. In no event will the price paid to the Lessee for LESSOR's share of gas will be less than or more than the price paid to Lessee for Lessee's share of gas. However, LESSOR's share of any deductions which result in enhancing the value of the marketability of gas or other products thereof to receive a better price may be deducted from LESSOR's share of production so long as they are based on LESSOR's actual cost of such enhancements.

2. Lessee shall be liable and agrees to pay for all damages caused by its operations to the leased premises, including without limitation, well-site damages to all personal property, improvements, livestock, crops, grasses and trees on the leased premises. LESSOR agrees to pay the Lessee minimum well-site location damages of $10,000 per well-site location which will be paid in advance of any work on the location and an additional payment of the rate of a minimum of $2500 per acre if more than 2 acres is used or damaged in such operations. For each additional well drilled on each well-site location, an additional minimum of $4000 shall be paid in advance of each additional well placed on that location. Said damages paid for the well location will include access road and production facilities. Upon Lessee's request, Lessee will fence the well-site, production facilities and access road. All fences installed by Lessee shall be H-braced before cutting to install gates, utilizing posts with minimum eight (8) inch tops and T-posts.

3. Notwithstanding anything to the contrary herein, at the end of the primary term of this lease, this lease shall expire as to all formations, horizons or zones that lie below 100 feet below the stratigraphic equivalent of the base of the deepest formation found to be producing or capable of producing in any test well on the lands herein described or lands being part of the same drilling and spacing unit therewith. However, if LESSOR is engaged in operations which would otherwise extend the term of this lease, the LESSOR has the right to complete said operations before this provision is effective, and such operations shall be considered to have been completed prior to the end of said primary term.

4. At a minimum the access road exiting a county road shall be winged-in with a cattle guard if the well is a producer. LESSOR shall maintain access roads in a rocked, rut-free condition. LESSOR shall install any pipeline or electrical line along the access road with the costs included in the payment of well-site damages. Any pipelines or electric lines outside of the access road, well-site or production facilities will be paid at an agreed per rod cost, agreed upon in writing, and not less than $50,000.

5. LESSOR shall be required to keep the top soil separate from the subsoil and return the same as top soil when pits are leveled or well-site location reduced. LESSOR agrees that after drilling operations have been completed, LESSOR will fill and level the pits within a reasonable time after such pits have dried and cured. Prior to filling any pits containing a plastic liner, the liner will be removed or destroyed to such an extent that it will not interfere with the cultivation or the free penetration of water.

6. LESSOR will place tank batteries and other production equipment along a roadway or in the corner of the property and bury pipelines and electric lines a minimum of 42" in depth so farming and ranching operations, including irrigation, terracing and subsoil tillage, may be safely performed.

7. LESSOR shall consult with surface owner upon the placement of any tanks and production facilities, pipelines, lease roads and cattle guards necessitated by its operations on the property. All royalty paid in drilling and work-over rigs are to be marked with T-posts so as to be visible when working the land. If LESSOR crosses any terrain or fence, LESSOR shall restore such terrain or fence to its original condition during the condition of the lease and will repair any breach in the terrain where it was crossed. LESSOR will take no action, nor permit any action which will permanently alter the natural water drainage.

8. LESSOR shall have 6 months after termination of the lease to remove all of the LESSOR's personal property including casing. If LESSOR does not remove said personal property it shall be presumed that LESSOR has abandoned its personal property and becomes the property of the LESSOR.

9. It is agreed that no salt water, waste drilling fluids, waste material or other deleterious substances will be injected in any well that may be drilled on the property covered by this lease without surface owner's prior written consent.

10. No well shall be located closer than three hundred (300) feet to existing dwellings, barns and outbuildings on the leased premises.

SEDGWICK (KSSD), KS
Document: LSE 2012.29289137
11. Lessee may not use fresh or surface water obtained from or under the leased premises without the express written consent of the surface owner. Said water may be purchased by Lessee at a price to be negotiated in writing between the Lessee and the Surface Owner.

12. Lessor and Lessee expressly agree that Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other lands, lease or leases in the immediate vicinity thereof, when in Lessor's judgment it is advisable to do so in order to properly develop the acreage covered by this lease with other lands by virtue of the development of directional or horizontal boreholes on such properties so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises. Such combination to be in a unit or units of 640 acres with a tolerance of +/- 10 percent to account for crooked sections and/or irregular sections in the event of either an oil or gas well. Lessee shall cause to be written and recorded in the county in which the acreage herein leased is situated an instrument identifying and describing the acreage that has been so combined and unitized. The entire acreage so combined into a unit shall be treated for all purposes as if such lands were included in this lease. If production is found on the unitized or pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease. Lessor shall receive on production from a unit formed only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit for his or her royalty interest therein on an average basis bears to the total acreage in the unit.

13. Notwithstanding anything to the contrary in said Oil and Gas Lease, this Lease may be maintained after the expiration of the primary term by the due-in royalty payments as provided in said Oil and Gas Lease for no longer than twentyfour (24) consecutive months without the express written consent of the Lessee, which will not be unreasonably withheld, if consent is justifiably for the benefit of Lessor.

14. Lessee shall maintain production site in a clean and uncluttered condition. Lessor, its successors and assigns shall indemnify and hold Lessor harmless from and against any and all liability for loss or damage to any property or person, including the United States of America, arising out of or in connection with the operation of the leased premises whether through negligence or otherwise, including but not limited to those operations which result in any way, directly or indirectly, in violation of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 U.S.C., Article 9601, et seq., as amended).

15. Notwithstanding anything to the contrary contained in said Oil and Gas Lease, because Lessor is relying upon Lessee to determine accurately the net mineral acres owned by Lessor, Lessor does warrant the ownership herein against mortgages or liens. Because Lessor is paying Lessee a bonus based upon net mineral acres owned by Lessor, this lease is limited to and being paid for 160 net mineral acres. If a drilling title opinion or division order title opinion determines that Lessor owns more acres, then Lessee agrees to pay additional bonus to cover said acreage. Said additional bonus will be paid upon the same bonus per acre agreed upon for the execution of this oil and gas lease. Likewise in the event it is determined that Lessor owns less acres, the Lessee agrees to reimburse Lessee for the bonus per acre paid for said acreage or Lessee can deduct said reimbursement from the proceeds attributable to Lessor.

16. If any party to this Lease must bring a civil action to enforce any provisions herein, the prevailing party shall be allowed their reasonable attorneys fees and costs including appeal.

17. Notwithstanding anything to the contrary contained in this Lease, for the same consideration, Lessor does hereby grant to Lessee, its successors and/or assigns, the option, but not the obligation to extend the primary term of this Lease and all rights hereunder for an additional two (2) years. Lessee shall exercise this option by tendering to Lessor, an additional bonus payment equal to the same bonus per acre agreed upon for the execution of this oil and gas lease. This additional bonus payment shall be considered tendered by Lessee when deposited with the U.S. Postal Service for delivery to the Lessor by certified mail at the address above on or prior to the expiration date of the initial primary term of this Lease. Upon tender the primary term of this lease will be amended from three (3) years to five (5) years. Lessee shall file a notice of record in Sedgwick County, Kansas, stating the exercise of said option.

18. In the event of any conflict between the terms and provisions of this Exhibit "A" and the Oil and Gas Lease in the hands situated as herein fore stated, this Exhibit "A" shall control.
$10.00

Ten and no/100 Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, operate, maintain, replace, and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, manholes and other appurtenances, upon or over and under a strip of land 15 feet wide, the exact location of which shall be determined by said Company at the time of placement of the first such communication system, across the land which the undersigned owns or in which the undersigned have has any interest in the SE1/4 of Section 9, Township 29 South, Range 1 West, 6th P.M. as described in the following documents:

Probate Case No. 54,425 filed with Probate Judge on 9-15-72
Deed dated 7-9-54 recorded in Book 937 at Page 571
Deed dated 11-21-46 Recorded in Book 634 at Page 506
all in the offices of the Probate Judge and the Register of Deeds of the

County of Sedgwick, and State of Kansas, together with the following rights:
Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted: to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and to use additional areas as required on each side of said strip and to install gates and stiles in any fences crossing said strip. The eastern boundary of said 15-foot wide strip shall be a line parallel to and 5 feet east of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for his self(s) and his heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Said right of way and easement to be located generally parallel and adjacent to the western right of way of the county road that runs along the east line of subject tract or parcel of land.

See Exhibit "A" attached hereto and, by this reference, made a part hereof.

Signed and sealed this 12th day of January, 1979, at Clearwater, Kansas

WITNESS:

[Signature]

[Signature]

[Signature]
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDEWICK

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

NICHOLAS L. STEINK

known to me to be the person(s) whose name(s) is subscribed to the above and 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 17th day of January, A.D., 1957.

JAY SMITH
NOTARY PUBLIC
STATE OF KANSAS

My Commission expires , 19

CORPORATE ACKNOWLEDGEMENT

PAT KETTLER
REGISTER OF DEEDS

STATE OF KANSAS

COUNTY OF SEDEWICK

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

known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of , a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

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

Notary Public in and for County,

My Commission expires , 19
EXHIBIT "A"

It is understood and agreed that, anything herein to the contrary notwithstanding:

1. Grantee shall not place any facilities above ground across Grantor's property except markers which may be placed in or near fences and or road edges.

2. If Grantee, after having established and placed its facilities in operation, should thereafter cease to operate and/or maintain said facilities or right of way for a period of sixty (60) consecutive months, the herein granted right of way shall be deemed abandoned and the grant herein null and void.

Should Grantee cause any damage to Grantor's yard or lawn during construction, Grantee shall restore said yard or lawn to as good condition as practicable as it was prior to Grantee's construction activity.

It is expressly understood and agreed to by and between both parties hereto that this grant sets forth all promises, conditions, representatives and understandings between the Grantor and the Grantee and as such constitutes the entire, only and true agreement between Grantor and Grantee herein. Nothing shall be binding upon Grantor or Grantee unless stated in writing and signed by Grantor and Grantee.