



August 15, 2022

Mr. William C. Paulson, Jr.
1330 S. Meridian
Valley Center, KS 67147

Re: Paulson A SWD Agreement
SE/4 Section 2-26S-4E
Butler County, Kansas

Dear Mr. Paulson:

Vess Oil Corporation operates a salt water disposal system under a Salt Water Disposal Agreement granted by William C. Paulson and Edna M. Paulson, dated November 3, 1992. The agreement was originally for a term of 20 years and was extended in 2002 and 2012 by Martha Paulson Pope and William C. Paulson, Jr. The agreement will expire this November and we are asking that you agree to extend it for another ten (10) years. You may recall that you receive royalty checks from the Paulson lease that utilizes this disposal well.

The terms of the agreement provide, in part, for a rental payment that is escalated annually according to an inflation index. This is a fair and reasonable price adjustment and, if you agree to extend the agreement, the total rental payment this year will increase to \$5,918.70, which will be shared by you and Mr. Paulson. We have enclosed an amendment extending the agreement for your review and approval. Mr. Paulson has been sent a copy of this letter and the amendment for his review and approval. All other terms of the agreement shall remain unchanged.

If this is acceptable, we ask that you sign on the line above your name at the bottom of the amendment, have your signature notarized and return the signed and notarized original to us. A return envelope is enclosed for your use. We will forward a check to you for your share of the rental upon our receipt of this signed letter.

If you have any questions about this agreement, please feel free to call me.

Sincerely,
Vess Oil Corporation

Stacey Cary
Stacey Cary, RPL
Landman

Encl.

Amendment To Salt Water Disposal Agreement

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)



BUTLER COUNTY, KS
REGISTER OF DEEDS
Jacque Roberts

Book: 2022 Page: 9530

Receipt #: 173176
Pages Recorded: 3

Total Fees: \$55.00

by: *Jacque Roberts*

KNOW ALL MEN BY THESE PRESENTS:

Date Recorded: 10/24/2022 3:02:12 PM

WHEREAS, on November 3, 1992, a certain Salt Water Disposal Agreement was entered into by and between William C. Paulson and Edna M. Paulson, husband and wife, as Co-Trustees of the William C. Paulson Living Trust under indenture dated May 24, 1989, and as Co-Trustees of the Edna M. Paulson Living Trust under indenture dated May 24, 1989, as LESSOR and OXY USA, Inc. as LESSEE, covering the following described property in Butler County, Kansas, to-wit: Filed in Book 653, Page 387, Re-recorded in Book 659, Page 222, Amended Book 2013, Page 13690; Book 2013, Page 13691

That part of the SE/4 of Section 2-T26S-R4E, lying north of the Missouri Pacific Railroad Right-of-way, in Butler County, Kansas; East of the 6th P.M.

for the disposal of salt water produced from any well or wells operated by Lessee in the area of the Paulson A SWD Disposal well. Lessor did grant, lease and let to Lessee, a 100' x 100' tract, with the Paulson A SWD well being in the center of said tract in the SE/4 of Section 2-T26S-R4E, Butler County, Kansas (the "Leased Premises"), together with the right of reasonable ingress and egress to and from the Leased Premises; and

WHEREAS, the Martha Paulson Pope Living Trust and William C. Paulson, Jr. are the present owners of the surface of the land described above; and

WHEREAS, M. V. Partners, L.P. and Vess Oil Corporation (VOC), as operator for M.V. Partners, L.P. is successor in interest, by assignment, to OXY USA, Inc.; and

WHEREAS, said Agreement is for the operation of a salt water disposal well and related facilities known as the Paulson A SWD Well, at a location described above; and

WHEREAS, Lessor and Lessee desire and are mutually agreeable to amend the provisions of Article 1. to the November 3, 1992 Salt Water Disposal Agreement, as follows:

The Salt Water Disposal Agreement Article 1. is amended to extend the term for an additional ten (10) year period beginning November 3, 2022 and running through November 3, 2032.

All other terms and conditions of said Salt Water Disposal Agreement dated November 3, 1992, shall remain in full force and effect and said Agreement is hereby ratified and confirmed as herein Amended.

This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument and shall be binding upon the parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment of Salt Water Disposal Agreement this 5th day of October, 2022.

RTN: Vess Oil Corporation
1700 Waterfront Pkway Bldg 500
Wichita, KS 67206

LESSORS

Martha Paulson Pope Living Trust

By: *Jennifer M Arrington*
Jennifer M. Arrington, Successor Trustee

REC
COMP
NUM
JS
JP
5

William C. Paulson, Jr.

Book: 2022 Page: 9530

Page #2

By: William C Paulson Jr
William C. Paulson, Jr.

LESSEE

VESS OIL CORPORATION
Operator for M.V. Partners, L.P.

By: Brian T. Gaudreau
Brian T. Gaudreau
Sr. Vice President, Land & Acquisitions

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 6th day of October, 2022, personally appeared **Jennifer M. Arrington**, as Successor-Trustee of the Martha Paulson Pope Living Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 8/17/2025

Stacey Cary
Notary Public for the State of Kansas
Printed Name: STACEY CARY



STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 5 day of October, 2022, personally appeared **William C. Paulson, Jr.**, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 9/24/23

Logan Wiebe
Notary Public for the State of Kansas
Printed Name: Logan Wiebe



STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Book: 2022 Page: 9530
Page # 3

Before me, Stacey Cary, a Notary Public, within and for said county and state, on this 6th day of October, 2022, personally appeared Brian T. Gaudreau, Sr. Vice President, Land & Acquisitions, of VESS OIL CORPORATION, a Kansas Corporation, operator for M.V. Partners, L. P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such company, and individual, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 8/17/2025

Stacey Cary
Stacey Cary, Notary Public



Amendment To Salt Water Disposal Agreement

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2013 Page: 13690

Receipt #: 82338

Total Fees: \$16.00

Pages Recorded: 3

Date Recorded: 10/17/2012 10:50:22 AM

KNOW ALL MEN BY THESE PRESENTS:



WHEREAS, on November 3, 1992, a certain Salt Water Disposal Agreement was entered into by and between William C. Paulson and Edna M. Paulson, husband and wife, as Co-Trustees of the William C. Paulson Living Trust under indenture dated May 24, 1989, and as Co-Trustees of the Edna M. Paulson Living Trust under indenture dated May 24, 1989, as LESSOR and OXY USA, Inc. as LESSEE, covering the following described property in Butler County, Kansas, to-wit: Filed in Book 653, Page 387, Re-recorded Book 659, Page 222

That part of the SE/4 of Section 2-T26S-R4E, lying north of the Missouri Pacific Railroad Right-of-way, in Butler County, Kansas;

for the disposal of salt water produced from any well or wells operated by Lessee in the area of the Paulson A SWD Disposal well. Lessor did grant, lease and let to Lessee, a 100' x 100' tract, with the Paulson A SWD well being in the center of said tract in the SE/4 of Section 2-T26S-R4E, Butler County, Kansas (the "Leased Premises"), together with the right of reasonable ingress and egress to and from the Leased Premises; and

WHEREAS, the Martha Paulson. Pope Living Trust, Martha Paulson Pope and William C. Paulson, Jr., Co-Trustees, and William C. Paulson, Jr., individually, are the present owners of the surface of the land described above; and

WHEREAS, M. V. Partners, L.P. and Vess Oil Corporation (VOC), as operator for M.V. Partners, L.P. is successor in interest, by assignment, to OXY USA, Inc.; and

WHEREAS, said Agreement is for the operation of a salt water disposal well and related facilities known as the Paulson A SWD Well, at a location described above; and

WHEREAS, Lessor and Lessee desire and are mutually agreeable to amend the provisions of Article 1. to the November 3, 1992 Salt Water Disposal Agreement, as follows:

The Salt Water Disposal Agreement Article 1. is amended to extend the term for an additional ten (10) year period beginning November 3, 2012 and running through November 3, 2022.

All other terms and conditions of said Salt Water Disposal Agreement dated November 3, 1992, shall remain in full force and effect and said Agreement is hereby ratified and confirmed as herein Amended.

This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument and shall be binding upon the parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment of Salt Water Disposal Agreement this 11th day of October, 2012.

LESSORS

Martha Paulson Pope Living Trust

By: Martha Paulson Pope
Martha Paulson Pope
Co-Trustee

By: _____
William C. Paulson, Jr.
Co-Trustee

REC 12
COMP 12
NUM 12

William C. Paulson, Jr.

By: _____
William C. Paulson, Jr.

LESSEE

VESS OIL CORPORATION
Operator for M.V. Partners, L.P.

By: *Brian T. Gaudreau*
Brian T. Gaudreau
Vice President, Land

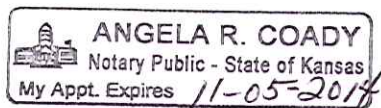
ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 2nd day of October, 2012, personally appeared **Martha Paulson Pope**, as Co-Trustee of the Martha Paulson Pope Living Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:



Angela R. Coady
Notary Public for the State of Kansas
Printed Name Angela R. Coady

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 2012, personally appeared **William C. Paulson, Jr.**, individually, and as Co-Trustee of the Martha Paulson Pope Living Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:

Notary Public for the State of Kansas
Printed Name _____

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, Angela R. Coady, a Notary Public, within and for said county and state, on this 11th day of October, 2012, personally appeared Brian T. Gaudreau, Vice President, Land, of VESS OIL CORPORATION, a Kansas Corporation, operator for M.V. Partners, L. P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such company, and individual, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 11-05-2014



Angela R. Coady, Notary Public



Amendment To Salt Water Disposal Agreement

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2013 Page: 13691

Receipt #: 82338

Total Fees: \$16.00

Pages Recorded: 3

Date Recorded: 10/17/2012 10:50:23 AM



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on November 3, 1992, a certain Salt Water Disposal Agreement was entered into by and between William C. Paulson and Edna M. Paulson, husband and wife, as Co-Trustees of the William C. Paulson Living Trust under indenture dated May 24, 1989, and as Co-Trustees of the Edna M. Paulson Living Trust under indenture dated May 24, 1989, as LESSOR and OXY USA, Inc. as LESSEE, covering the following described property in Butler County, Kansas, to-wit: Filed in Book 653, Page 387, Re-recorded Book 659, Page 222.

That part of the SE/4 of Section 2-T26S-R4E, lying north of the Missouri Pacific Railroad Right-of-way, in Butler County, Kansas;

for the disposal of salt water produced from any well or wells operated by Lessee in the area of the Paulson A SWD Disposal well. Lessor did grant, lease and let to Lessee, a 100' x 100' tract, with the Paulson A SWD well being in the center of said tract in the SE/4 of Section 2-T26S-R4E, Butler County, Kansas (the "Leased Premises"), together with the right of reasonable ingress and egress to and from the Leased Premises; and

WHEREAS, the Martha Paulson. Pope Living Trust, Martha Paulson Pope and William C. Paulson, Jr., Co-Trustees, and William C. Paulson, Jr., individually, are the present owners of the surface of the land described above; and

WHEREAS, M. V. Partners, L.P. and Vess Oil Corporation (VOC), as operator for M.V. Partners, L.P. is successor in interest, by assignment, to OXY USA, Inc.; and

WHEREAS, said Agreement is for the operation of a salt water disposal well and related facilities known as the Paulson A SWD Well, at a location described above; and

WHEREAS, Lessor and Lessee desire and are mutually agreeable to amend the provisions of Article 1. to the November 3, 1992 Salt Water Disposal Agreement, as follows:

The Salt Water Disposal Agreement Article 1. is amended to extend the term for an additional ten (10) year period beginning November 3, 2012 and running through November 3, 2022.

All other terms and conditions of said Salt Water Disposal Agreement dated November 3, 1992, shall remain in full force and effect and said Agreement is hereby ratified and confirmed as herein Amended.

This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument and shall be binding upon the parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment of Salt Water Disposal Agreement this 11th day of October, 2012.

LESSORS

Martha Paulson Pope Living Trust

By: _____
Martha Paulson Pope
Co-Trustee

By:
William C. Paulson, Jr.
Co-Trustee

William C. Paulson, Jr.

By: William C. Paulson, Jr.
William C. Paulson, Jr.

LESSEE

VESS OIL CORPORATION
Operator for M.V. Partners, L.P.

By: Brian T. Gaudreau
Brian T. Gaudreau
Vice President, Land

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 2012, personally appeared **Martha Paulson Pope**, as Co-Trustee of the Martha Paulson Pope Living Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: _____

Notary Public for the State of Kansas
Printed Name _____

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 10th day of October, 2012, personally appeared **William C. Paulson, Jr.**, individually, and as Co-Trustee of the Martha Paulson Pope Living Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 07-31-2016



Chelsea Martinez
Notary Public for the State of Kansas
Printed Name Chelsea Martinez

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, Angela R. Coady, a Notary Public, within and for said county and state, on this 11th day of October, 2012, personally appeared Brian T. Gaudreau, Vice President, Land, of VESS OIL CORPORATION, a Kansas Corporation, operator for M.V. Partners, L. P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such company, and individual, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 11-05-2014



Angela R. Coady
Angela R. Coady, Notary Public

LESSOR

Martha Paulson Living Trust

By: Martha Paulson Pope
Martha Paulson. Pope, Co- Trustee

By: William C. Paulson, Jr.
William C. Paulson, Jr., Co-Trustee

William C. Paulson, Jr.
William C. Paulson, Jr.

LESSEE

VESS OIL CORPORATION

By: _____
W. R. Horigan, Vice President
Of Operations

ACKNOWLEDGEMENTS

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, the undersigned a Notary Public authority, on this 16th day of October, 2001, personally appeared W. R. Horigan, Vice-President of Vess Oil Corporation, a Kansas corporation, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed, as the act of such individual for the corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th day October, 2001.

Garry D. Walker Notary Public

My Commission Expires:

September 18, 2003

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, Tangie Hopkins, a Notary Public, within and for said county and state, on this 22 day of October 2001, ^{map} personally appeared Martha Paulson Pope, Trustee of the Martha Paulson Living Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Tangie Hopkins

My Commission Expires:

, Notary Public



STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

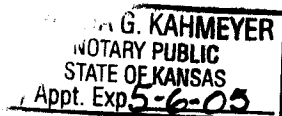
Before me, Brenda G. Kahmeyer, a Notary Public, within and for said county and state, on this 30 day of October 2001, personally appeared William C. Paulson, Jr., individually and as Co-Trustee of the Martha Paulson Pope Living Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such corporation, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Brenda G. Kahmeyer

My Commission Expires:

, Notary Public



This instrument is being re-recorded to show the completion of the reauthorization.

St. of Kansas - Butler Co., SS
Recorded December 2, 1992
At 10:00 A.M. Dec 2 11/3/92
Book 653 Page 387
Fees \$16.00
Marcia McCoy
Marcia McCoy - Register of Deeds



SALT WATER DISPOSAL AGREEMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

RTN: OXY USA, Inc.
P.O. Box 300
Tulsa, OK 74102

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into by and between WILLIAM C. PAULSON and EDNA M. PAULSON, husband and wife, as Co-Trustees of the William C. Paulson Living Trust under indenture dated May 24, 1989, and as Co-Trustees of the Edna M. Paulson Living Trust under indenture dated May 24, 1989, hereinafter called "Lessor", and OXY USA INC., hereinafter called "Lessee".

WITNESSETH: That,

WHEREAS, Lessor is the owner of the surface estate of the following premises, to-wit: that part of the SE/4 Section 2-26S-4E lying north of the Missouri Pacific Railroad right-of-way, in Butler County, Kansas; and

WHEREAS, Lessee proposes to drill a salt water disposal well, to be known as the Paulson "A" SWD Well, on the hereinabove described premises. The well is to be located at the following location: 1847' north of the south line and 565' west of the east line of Section 2-26S-4E, Butler County, Kansas; and

WHEREAS, Lessee desires to lease a portion of the above described premises for the purpose of disposal of salt water produced from other lands in the area operated by Lessee into the wellbore of the Paulson "A" SWD Well and for the purpose of utilizing a portion of the surface appurtenant to the said well as a salt water disposal site;

NOW, THEREFORE, for and in consideration of the rental payments herewith and hereafter to be paid and the covenants and

90-02 Agreements/PAUL.1/10-28-92

✓
✓
DR ✓
ROG ✓
NUM ✓
IND ✓
CWP ✓

conditions herein contained, Lessor does hereby lease, let and grant unto Lessee, for the purposes aforesaid, the following described tract of land (hereinafter referred to as the "Leased Premises") situated in Butler County, Kansas, to-wit:

A 100' x 100' tract, with the Paulson "A" SWD Well being in the center of said tract, in the SE/4 Section 2-26S-4E.

together with the right of reasonable ingress and egress to and from the Leased Premises, for the purposes aforesaid.

TO HAVE AND TO HOLD the same unto Lessee, its successors and assigns, for the uses and purposes herein set forth, subject to the following terms and conditions:

1. This Agreement shall be for a term of one (1) year beginning from the date of this Agreement. Lessee shall have the repeated option to renew and extend the term of this Agreement for nine (9) additional one-year terms by payment of the annual rental as hereinafter provided.

2. Lessee shall pay to Lessor as annual minimum rental the sum of \$2,000.00. In the event Lessee disposes salt water from ~~*~~ more than thirteen (13) wells which are located on other lands in the area operated by Lessee, Lessee shall pay additional annual rental of \$180.00 per well. The annual rental and per well rental shall be increased each year on the anniversary date of this Agreement as follows: The adjustment shall be equal to the increase as of September of each year in the "Consumer Price Index (CPI) All Items" percentage as published by the U.S. Department of Labor, Bureau of Statistics. In no event shall the adjustment reduce the amount of annual rental or per well rental. All rentals shall be paid in advance on the anniversary date of this Agreement to Lessor at 640 N. Rock Road #22, Wichita, Kansas, 67208, or to any other address that may hereafter be designated by Lessor.

3. For the same consideration herein contained, Lessor does hereby grant unto Lessee during the term of this Agreement, the right to construct, install, lay, operate, maintain, repair and replace a pipeline serving said salt water disposal well, over and across Lessor's land described as the S/2 and NE/4 Section 2-26S-4E, Butler County, Kansas, said pipelines to be buried below plow depth. Lessee agrees to pay Lessor for all damages caused by Lessee.

4. Notwithstanding any other provisions herein contained to the contrary, it is understood and agreed that Lessee may at any time during the term of this Agreement or any renewal or extension thereof cancel and surrender this Agreement by duly acknowledging and filing for record in the office of the Register of Deeds of Butler County, Kansas, a release to that effect.

5. Lessee may at any time before the termination of this Agreement, or shall within a reasonable time thereafter but not to exceed ninety (90) days after termination, remove from the Leased Premises any or all tanks, pipelines, buildings or other structures and fixtures as it may have placed thereon. Upon termination of this Agreement, or upon removal of Lessee's property, Lessee shall surrender possession of the Leased Premises to Lessor, and to clean up the premises in a good and workmanlike manner and to as nearly as practicable restore the surface of the land to the original contour.

6. This Agreement shall never be forfeited or terminated for failure of Lessee to perform in whole or in part any of its express or implied covenants, conditions or obligations, including rental and damage payments, until it shall have first been notified in writing by Lessor of the condition of which Lessee is in default and Lessee shall have thirty (30) days after such notice within which to comply with any such covenants, conditions or obligations under which Lessor has advised Lessee

that Lessee is in default.

7. Lessor hereby warrants and agrees to defend the title to the land and rights herein granted and to protect and hold Lessee harmless from any claims made against Lessee by third parties as to the title and rights granted hereunder.

8. If at the time of the execution of this Agreement, or any time thereafter, Lessor owns a less interest in the Leased Premises than the entire and undivided surface estate, the rental herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee of the surface estate.

9. No change of ownership in the land under this lease shall be binding on the Lessee for any purpose, including the payment of rental hereunder, until after Lessee has been furnished with either the original recorded instrument of conveyance or a certified copy thereof at least sixty (60) days before the next ensuing rental payment date, together with like proof of all intermediate transfers showing complete chain of title back to Lessor to the full interest claimed.

10. Lessee covenants and agrees that in connection with the use, plugging and abandonment of the above described Leased Premises and the operation of said salt water disposal well, it will construct, maintain, operate and plug said salt water disposal well in a good and workmanlike manner and in accordance with the rules and regulations of the Corporation Commission of Kansas, in accordance with any applicable rules and regulations of the Kansas State Health Department, and in accordance with any other applicable federal or state law or regulation.

11. In the event Lessors take any action to enforce the terms or conditions of this Agreement, Lessor shall be entitled

to recover from Lessee and/or assigns all expenses incurred therein, including reasonable attorney fees.

The terms, covenants and conditions herein shall run in favor of and be binding upon the parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Salt water Disposal Agreement was executed this 3rd day of November, 1992.

William C. Paulson
William C. Paulson

Edna M. Paulson
Edna M. Paulson

As Co-Trustees of the William C. Paulson Living Trust under indenture dated May 24, 1989, and as Co-Trustees of the Edna M. Paulson Living Trust under indenture dated May 24, 1989.

Tax ID No.
Or SS# 256-10-6026

LESSOR

OXY USA INC.

Charles J. Shelton
By: Charles J. Shelton
Attorney in Fact

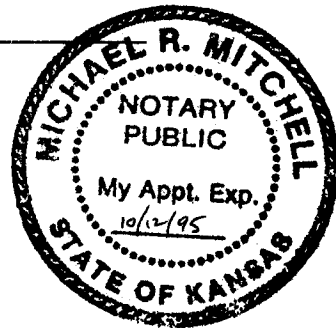
LESSEE

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 3rd day of November, 1992, by William C. Paulson and Edna M. Paulson, husband and wife.

Michael R. Mitchell
Notary Public

My Commission Expires:
October 12, 1995

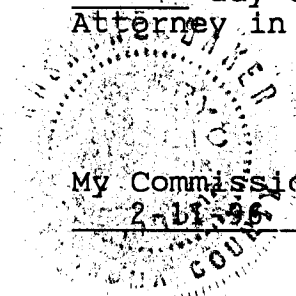


STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 11th day of November, 1992, by Charles J. Shelton, Attorney in Fact for OXY USA Inc.

Rosanne Baker
Notary Public Rosanne Baker

My Commission Expires:
2-21-96



RE-RECORDING
St. of Kansas - Butler Co. SS
RE- Recorded Feb. 5, 1993
At 10:00 A.M. Box # 1123
Book 659 Page 222
Fees \$16.00
Marcia McCoy
Marcia McCoy - Register of Deeds



RTN-OXY
P.O. Box 26100
Oklahoma City, OK 73126-0100