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OIL AND GAS LEASE
KANSAS [PAID UP]

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the
7 day of March
A.D. 2012 at 10:50 o'clock P.M. and
duly recorded in Book 158 on page 95
DeLaine Bulmahn Deputy
Recorder of Deeds

THIS AGREEMENT, made and entered into this 3rd day of January, 2012, by
and between Grace Elaine Snider, Trustee of the Grace Elaine Snider Trust No. 1 dated February 23, 1995
221 N. Ike Road
Healy, KS 67850

hereinafter called Lessor, (whether one or more) and CREDO PETROLEUM CORPORATION
1801 Broadway, Suite 900, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of the sum of ten and more Dollars (\$ 10.00+) and other good and valuable consideration, receipt of which is hereby acknowledged, and the covenants and provisions contained herein to be kept by Lessee, does hereby grant, demise, lease and let unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, operating for, producing, and taking care of all oil, gas and all of the products of oil and gas, with rights of way and easements for laying pipelines, telephone and telegraph lines and the exclusive right of injecting water, brine and other fluids into subsurface strata, and the building of structures, tanks, roadways and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or jointly with neighboring land, for the production, saving and taking care of all said products on that certain tract of land situated in the County of Lane State of Kansas, described as follows, to-wit:

TOWNSHIP 17 SOUTH, RANGE 29 WEST OF THE 6TH P.M.
Section 10: S12

containing 320 acres, more or less.

2. It is agreed that this lease shall remain in full force and effect for a primary term of Three (3) years from the effective date of January 22, 2013 and as long thereafter as oil, gas or the products of oil or gas are produced from said leased premises, or drilling operations are continued as hereinafter provided.

3. This is a PAID-UP LEASE. In consideration of the down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term, or to make any rental payments during the primary term. Lessee may at any time or times during or after the primary term hereof surrender this lease as to all or a portion of the lands covered herein by delivering to Lessor, or by filing for record a release or releases, and thereafter be relieved of all obligations accruing hereunder as to the acreage surrendered. The lease shall continue in force and effect as to all of the acreage not surrendered.

4. All payments required to be made under this lease shall be made or tendered to the Lessor or to the Lessor's credit in the Pay Directly to Lessor Bank (depository bank) at Bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of said land. or successors, or any

5. Lessee agrees to pay Lessor a royalty on production covered hereby as follows:

1st. Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at Lessee's option, may pay to the Lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline, or into storage tanks.

2nd. Lessee shall pay Lessor as royalty on gas marketed from each well one-eighth of the proceeds if sold at the well, or if marketed by Lessee, off the leased premises, then one-eighth of its market value at the well.

3rd. Lessee shall pay Lessor one-eighth of the proceeds received by the Lessee from the sale of casinghead gas produced from any oil well and one-eighth of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas produced from any oil well and used by Lessee off the leased premises for any purpose or used on the leased premises by Lessee for purposes other than the development and operation thereof.

4th. Lessee shall pay to Lessor one-eighth of the proceeds from the sale of all other products of oil and gas not otherwise referred to hereinabove.

6. Where there is a gas well, or wells on the lands covered by this Lease, or acreage pooled therewith, whether it be before or after the primary term hereof, and such well or wells are shut-in, and there is no other production, drilling operations or other operations being conducted capable of keeping this Lease in force under any of its provisions, Lessee shall pay as royalty to Lessor the sum of One Dollar (\$1.00) per year per net royalty acre, such payment to be made on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well or wells are shut-in, and thereafter on the anniversary date of this Lease during the period such wells are shut-in, and upon such payment it shall be considered that this Lease is maintained in full force and effect.

7. If the Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interests bear to the whole and undivided fee.

8. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence operations for drilling a well at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted as set out in Paragraph 9 hereof, and if production results therefrom, then so long as production continues.

9. If at the expiration of the primary term of this lease, oil, gas, or the products of oil and gas are not being produced on the leased premises but Lessee has been engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or the abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after the discovery of oil or gas or the products of oil or gas on said land or acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations, (including but not limited to drilling, testing, completing, reworking, deepening, or plugging back) within ninety (90) days from the date of cessation of production or from date of completion of a dry hole. If oil, gas or the products of oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, or products of oil and gas shall be produced from the leased premises.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon, except water from the wells of the Lessor. When requested by Lessor, Lessee shall bury pipelines below plow depth. No well shall be drilled nearer than 200 feet to any house or barn on said premises as of the date of this lease without written consent of the Lessor. Lessee shall pay for all damages caused by Lessee's 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, but shall not have the obligation to do so

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ADDENDUM to and made a part of that certain oil and gas lease dated January 3, 2012 by and between Grace Elaine Snider, Trustee of the Grace Elaine Snider Trust No. 1 dated February 23, 1995 as Lessor and Credo Petroleum Corporation, as Lessee.

ADDENDUM TO OIL AND GAS LEASE

17. Notwithstanding that Lessee will require ingress and egress for operations without delay, Lessee shall consult with the Lessor (surface owner and/or tenant) as to the location, direction and designation of any roadway or access route on the leased premises, provided that such designated and/or access route shall be sufficient in width for normal operations. Furthermore prior to the construction of any roads, pipelines, tank battery installations, or installations of other equipment on the leased premises, Lessee shall consult with the surface owner and/or tenant as to the locations of same. Notwithstanding, all storage tanks and tank battery installations shall be installed in any of the four (4) corners of the leased premises.
18. Lessee shall reasonably restore the premises as nearly as practicable to its original contours and condition, including but not limited to the filling of all pits, ponds, and removal of all structures, including roadway surface material, if any, placed thereon during the term of said lease; and upon abandonment, Lessee shall similarly comply with the provisions of restoration herein set forth within six (6) months from the date of abandonment.
19. Lessee shall agree to conduct its operations on the leased premises in such a way as to minimize interference with irrigation activities that are now being conducted or hereinafter are conducted on the surface. In the event a test well(s) is drilled on the leased premises and completed for production of oil and/or gas, Lessee agrees to install low-profile pumping equipment and any other equipment required for production of oil and gas shall be placed on the land at such a level, which will permit a circular irrigation system to traverse said land.
20. This lease is subordinate to that certain Oil and Gas Lease dated January 22, 2008 and recorded at Book 122, Page 05. Lessor hereby agrees not to revise, modify or extend the said lease.
21. In the event a well is drilled on the leased premises by the current Lessee, its successors or assigns, Credo Petroleum Corporation shall have the option to release this Lease prior to the effective date referenced herein.

Signed for Identification



Grace Elaine Snider, Trustee