

## EXTENSION OF LEASE TERM

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, under date of 10/7/2005, a certain oil and gas lease was executed  
by Selma Kennedy, a widow

\_\_\_\_\_, as lessor, unto CONTINENTAL RESOURCES, INC., as  
lessee, which lease is recorded in Document #629229 of the records of Williams County, State of North Dakota  
and covering lands in said County and State, described therein as follows:

Township 155 North, Range 104 West of the 5th P.M.  
Section 26: NW¼

WHEREAS, said lease expires in the absence of drilling operations on 10/7/2009 and the current owner(s) of  
said lease desire(s) to have the primary term of said lease extended.

NOW, THEREFORE, the undersigned, for and in consideration of Ten Dollars (\$10.00) and more, in hand paid,  
the receipt of which is hereby acknowledged, do(es) hereby agree that the primary term of said lease insofar as the  
interest of the undersigned in the above described land is concerned, shall be and is hereby extended with the same  
tenor and effect as if such extended term had been originally expressed in such lease, for a period of THREE (3)  
years from 10/7/2009, subject however, in all other respects to the provisions and conditions of said lease or any  
modifications thereof.

IN WITNESS WHEREOF, this instrument is signed on this 22nd day of Sept., 2009

Shawn Kennedy  
Shawn Kennedy

Tod G. Maleckar, as agent for  
CONTINENTAL RESOURCES, INC. and its  
assigns

### ACKNOWLEDGEMENT

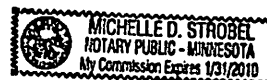
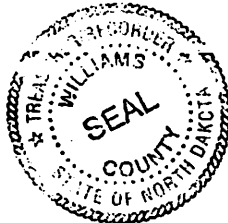
STATE OF Minnesota  
COUNTY OF Carr  
On this 22nd day of September, 2009, before me, a notary public, personally appeared  
Shawn Kennedy, a single man

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me  
that he executed the same as his free act and deed.

My Commission expires: 1-31-2010

Michelle D. Strobel  
Notary Public

165 4 0546



COUNTY RECORDER, WILLIAMS COUNTY, ND 10/5/2009 1:52 PM  
I certify that this instrument was filed and recorded  
Kari Evanson, County Recorder

by Chadman D. Dyer 674578



WILLIAMS COUNTY, ND

674578  
Page: 1 of 1  
10/5/2009 1:52 PM  
ELT \$10.00

Rd. R. 25B

STATE OF North Dakota  
COUNTY OF Graff  
On this 13<sup>th</sup> day of October, 2005, before me the undersigned, a Notary Public, in and for said County and State aforesaid, personally appeared

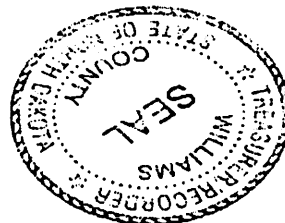
Selma Kennedy

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, and in the capacity herein stated.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal, the day and year last above written.

My commission Expires Feb. 24, 2011

(REC ID# 155, 0.346)



6292229  
Page: 2 of 2  
10/31/2005 12:39P  
WILLIAMS COUNTY, ND  
OCL 13.00

COUNTY RECORDER, WILLIAMS COUNTY, ND  
I certify that this instrument was filed and recorded  
10/31/2005 12:39P  
BY Debora F. Stenson  
6292229

DEBORA F STENSON  
Notary Public, State of North Dakota  
My Commission Expires February 24, 2011



629229  
Page: 1 of 2  
10/31/2005 12:39P

PRODUCERS 88-PAID UP  
Rev. 5-60 No. 2

## OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of October, 2005 by and between

Selma Kennedy  
1609 8th Ave. N., Grand Forks, ND 58203

Party of the first part, hereinafter called Lessor (whether one or more), and

CONTINENTAL RESOURCES, INC., P.O. Box 1032, Enid, OK 73702-1032

party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of TEN & MORE DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Williams State of North Dakota described as follows, to-wit:

Township 155 North, Range 104 West of the 5th P.M.  
Section 26: NW4

Anything to the contrary notwithstanding, the shut-in gas clause set out herein shall not extend this lease for more than three (3) years beyond the primary term or three years beyond the initial shut-in date, whichever is later.

containing 160.00 acres, more or less

1. It is agreed that this lease shall remain in force for a term of FOUR (4) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on 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 re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If 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 or gas is produced from the cash 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. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

2. This is a PAID-UP LEASE. In consideration of the cash 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. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-sixth (1/6th) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-sixth (1/6th) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-sixth (1/6th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-sixth (1/6th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to Lessor One Dollar 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 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less 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 interest bears to the whole and undivided fee.

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

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to include such non-producing formations. The forming or reformatting of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease, such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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 approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such 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 production therefrom is allocated to different portions of the land covered by said plan, then the production 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.

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

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and 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 lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Selma Kennedy  
Selma Kennedy  
Kimberly Kennedy POA

DEFAULT

:STANDARD DATA SHEET

ST CNTY TWN RANG SEC SEC-TRC

Lease Data Sheet Information

ST CNTY TWN RANG SEC SEC-TRC

Prospect 198790 NJ PROSPECT

Lease 24802 KENNEDY, SELMA

-----Lessor-----

-----Lessee-----

KENNEDY, SELMA

Tax ID:5E2165644

CONTINENTAL RESOURCES, INC. Tax ID:

DOI OWNER CO-OWNER NAME		CB	BEFORE PAYOUT		AFTER PAYOUT	
			UNASSIGNED	OVERRIDING	UNASSIGNED	OVERRIDING
B	102880 CONTINENTAL RESOURCES, INC.	CY	1.00000000		1.00000000	
*****	TOTAL ET-ALL *****		1.00000000		1.00000000	
*****	TOTAL BILLABLE *****		1.00000000		1.00000000	
*****	TOTAL INTEREST *****				1.00000000	

DOI OWNER CO-OWNER NAME		CB	BEFORE PAYOUT		AFTER PAYOUT	
			UNASSIGNED	OVERRIDING	UNASSIGNED	OVERRIDING
C	102880 CONTINENTAL RESOURCES, INC.	CY	.95000000	6.3365000	.95000000	6.3365000
C	220552 WHEATLAND OIL, INC.	Y	.05000000	.3335000	.05000000	.3335000
*****	TOTAL ET-ALL *****		.95000000	6.3365000	.95000000	6.3365000
*****	TOTAL BILLABLE *****		1.00000000	6.6700000	1.00000000	6.6700000
*****	TOTAL INTEREST *****			6.6700000	1.00000000	6.6700000

LM01D - Print Lease Data Report

MEGAN

03:34-PM

CAN 02,2507

DEFAULT

STANDARD DATA SHEET

ST CNTY TWN RNGE SEC SEC-TRC

Lease Data Sheet Information

ST CNTY TWN RNGE SEC SEC-TRC

Prospect 198790 NJ PROSPECT

Lease 24802 KENNEDY, SELMA

-----Lessor-----

-----Lessee-----

KENNEDY, SELMA

Tax ID:502165644

CONTINENTAL RESOURCES, INC.

Tax ID:

Cross Ref.:502165644

Lease Date

10/07/00

Interest Type

FM FEE MINERAL-RT

Type:M FEE

Group:RC ROCKIES

Effective Date

10/07/00

Owner's Mineral Interest

.04168750

Status:00/00/00 N UNDEVELOPED

Term

Yr 4

Mo

Rent Responsibility 5 PAID UP

State 35 NORTH DAKOTA

Expiration Date

10/07/09

Rental Status

N DO NOT PAY

County/Parish WIL

Last Shut-In Date

00/00/00

Rental Due Date

00/00/00

Pugh Clause (Y/N/V) N

Shut-In Clause:Y 90 Date: 00/00/00

Rental Period (Months)

Split Lease (Y/N) N

Special Obligation ONE

00/00/00

Rent Per Acre

Book: Page:

Inst:629229

Special Obligation TWO

00/00/00

Rental Amount

Recorded: 10/31/00

Assignment Date

00/00/00

Bank Charge

Acquisition Type B BROKER

Reassignment Notice (Days)

Rental Total

Acquisition Date 12/18/06

Pooling Date

00/00/00

Bonus/Acre 60.00 Yr:05 490.20

From DIAMOND RESOURCES, INC.

Hearing Date

00/00/00

Co-Mingling (Y/N)

N

Map ID: 155N:104W:26

Revised by MEGAN Date 01/22/07

Expense(E)/Mineral Interest(I) E

Lease Gross Acres 160.0000000

Billing Interest 1.00000000

Active DOI:C

Et-Al BPO

.95000000

Et-Al APO

.95000000

NonAdd/Dupe Acres

OIL Gross

Et-Al

Net Acres

GAS Gross

Et-Al

Net Acres

Net Lease Acres 6.6700000

Royalty

.16666000

.16666000

Et-Al Net Acres 6.3365000

Override

Net Developed

WI Nri

.83334000

.79167300

5.2804589

.83334000

.79167300

5.2804589

Net Undeveloped 6.6700000

Et-Al Total

.79167300

5.2804589

.79167300

5.2804589

Well Assigned

HBP BY:

State:[35] [NORTH DAKOTA] County:[WIL] [ ]

Grid-Id Sect. Twpshp Range -DOI- Gross Acres Lessor Intst Lease Net Acres Company Intst Company Net Acres

3 1 026 155N 104W5 C- 160.0000000 .04168750 6.6700000 .95000000 6.3365000

NW/4

Total Acres This Lease

160.0000000

6.6700000

6.3365000

Payee Information

Payee: 562570

Payee Name: DUMMY MINERAL OWNER

Lease ID:

Mail:

ANY TOWN OK

Bank Number:

Rent S:[ ]

Bank S:[ ]

Total Rent:[ ]

Ownership:1.00000000

Bank Account:

Shut-in:[ ]

Bank S:[ ]

Total Shut:[ ]

Royalty %:0.00000000

Bank Name:

Last Reference: top000 Date: 11/28/05 Amount: .00 Jnl: LM

Note Book: 01

Date:

Detail Description GENERAL INFO 1

Note Book

\*SELMA KENNEDY, A WIDOW

\*4 YR PAID UP PRODUCE 88

\*1/6 ROYALTY

\*SHUT IN CLAUSE 90 DAY \$1.00 PER ACRE-3 YR LIMIT

\*90 DAY CONTINUOUS DRILLING

SCANNED

LANDMAN REVIEWED

Delay Rental Status: \_\_\_\_\_

Royalty Rate: \_\_\_\_\_

Special Provisions: \_\_\_\_\_

COI  
11/21/07