

MINING, OIL
AND GAS LEASE

George Ohrt & Wf.

To

Consumers' Syndicate, Ltd.
Omaha, Nebr.

Filed August 13, 1943
at 9:20 o'clock A. M.

Louis C. Farnberg, County Clerk

MINING
OIL AND GAS LEASE

AGREEMENT, Made and entered into the 20th day of July, 1943,
by and between George Ohrt and Ida F. Ohrt (husband and
wife) of Ft. Calhoun, Nebraska party of the first part,
hereinafter called lessor (whether one or more) and
Consumers' Syndicate Ltd., Omaha, Nebraska party of the
second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) and no/100 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, de-
mised, leased and let and by these presents does grant, demise, lease and let unto the said
lessee, for the sole and only purpose of mining and operating for oil and gas, and 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 situate in the County of Washington, State of
Nebraska, described as follows, to wit:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, and Lot 1 Sec. 8 Twp. 17N Range 12 East 6th P.M. / South East Quarter NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 8 Twp. 17, Range 12
Sec 8, Twp 17N Range 12 East 6th P. M. East 6th P. M.
West half of South west Quarter Section
Nine Twp. 17N Range 12 East 6th P. M.
West half of North East Quarter Section
Seventeen, N Twp 17 N Range 12 East 6th P.M.

and containing 478 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this
date, and as long thereafter as oil, natural gas, or water, or other minerals, is produced from
said land by the lessee or assignee of this lease.

In consideration of the premises, the said lessee covenants and agrees:

1. To deliver to the credit of the lessor as royalty, free of cost, in the pipe line
to which the lessee may connect his wells the equal of one-eighth part of all oil produced and
saved from the leased premises, or at the lessee's option may pay to the lessor for such one-
eighth royalty the market price for all oil or like grade and gravity prevailing on the day
such crude oil is run into the pipe line or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth of the net proceeds from the
sale of the gas or water produced from any well on said premises. The lessor to have gas free
of charge from any gas well on the leased premises for stoves and inside lights in the principal
dwelling house on said land by making his own connections with the well, the use of said gas to
be at the lessor's sole risk and expense.

3. The rights of forfeiture of this lease under any law or laws of the state in which
the property covered by said lease is located, insofar as they conflict with the terms of this
lease, or any part thereof, are hereby waived by the lessor.

4. If at any time there be as many as four parties entitled to rentals or royalties,
lessee may withhold payments thereof unless and until all parties designate, in writing, in a
recordable instrument to be filed with the lessee, a common agent to receive all payments due
hereunder, and to execute division and transfer orders on behalf of said parties, and their
respective successors in title.

5. Notwithstanding anything in this lease contained to the contrary, it is expressly
agreed that if lessee shall commence drilling operations 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 and, if production results therefrom, then as long as production continues.

Lessee will pay lessor as bonus one-sixteenth of the proceeds of all oil and gas produced on premises described in this leasehold.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interests 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 operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

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

Lessee shall pay for 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, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assigns of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

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 holders thereof.

The lessee and lessor herein, mutually covenant, agree and associate in joint venture, in consideration whereof, jointly and severally, equally contribute, assign and convey from their respective leasehold interests herein, in equal parts, and create a one-eighth over-riding Royalty herein in order to acquire, finance, develop, or otherwise dispose of oil and gas leases or any other interests therein. Lessee is granted full management powers, and shall pay collectively to joint coventurer entitled to rentals in said drilling block, one-eighth of the net proceeds derived from all producing oil or gas wells thereon, based upon their proportionate acreage interests share therein.

In Testimony Whereof We Sign, this the 20th day of July, 1943.

Witness:

Henry H. Lorenzen
Albert Dianer

George Ohrt (Lessor) (SEAL)
Ida F. Ohrt (SEAL)

(Lessee) CONSUMERS' SYNDICATE LTD., Omaha, Nebr.

By Roy M. Harrop
General Manager

Consumers' Syndicate Ltd., Seal

ACKNOWLEDGEMENT TO THE LEASE

STATE OF NEBRASKA }
- - - County of Washington } ss