

STATE OF NEBRASKA, } ss.
County of Gage, } County

Fred & Margaret Hochheim }
This instrument was filed for record on the 11 day
of Dec. 1940 at 11 o'clock A.M.,
B-Oil and Gas Lease and duly recorded in Book T Page 11 of the records
of this office.

By Dean E. Crossley Register of Deeds.
J. A. Bonebright Notary Public

BY COMPARED

O. T. Ross, et al

Commence
AGREEMENT, Made and entered into this 3d
Margaret Hochheim

day of December

19 40 , by and between Fred Hochheim and

Parties of the first part, hereinafter called lessor (whether one or more) and

O. T. Ross--Floyd E. Leavitt & John O. Sheildahl
WITNESSETH, That the said lessor, for and in consideration of One 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 per-
formed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operat-
ing 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 situated in the County of Gage State of Nebraska , described as follows, to-wit:

East Half Subject to Missouri Valley Pipe line lease

of Section One Township Six Range Six and containing 320 acres more or less.
from said land by the lessee. Five years from this date, and as long thereafter as oil or gas, or either of them, is produced
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 he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the
land premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the
premises, said payments to be made Semi-annually and lessor to have gas free of cost from any such well for all stoves and all inside lights
in the principal dwelling houses on said land during the same time by making his own connections with the well at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the
prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made Semi-annually

If no well be commenced on said land on or before the 1st day of January, 19 42 , this lease shall terminate as to both
parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Bank
at Hallam, Nebr. or his successors, which shall continue as the depository regardless of changes in the ownership of said land,
the sum of Three Hundred Twenty----- DOLLARS, which shall operate as a rental and cover the privilege of deferring the com-
mencement of a well for Twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred
for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the
privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights
concerning the first well drilled on the above described land by a dry hole, then, and in that event if a second well is not commenced on said land within twelve months from the
expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said
twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals
as above provided, that the last preceding paragraph heretofore, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no
interruption of the same.

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 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 operation thereon, except water from wells of lessor.
No well shall be drilled nearer than 200 feet to the house or other building on said land.
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 drill such well to completion with rea-
sonable diligence and dispatch, and to remove all oil or gas from a well within the term of this lease or any extension thereof, this lease shall continue and be in force with the like effect as if such well had
been completed within the term of years herein first mentioned.

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, administrator, successors or assigns, in the event that the lease shall be assigned to a part or to
parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of rentals or royalties to a part or to
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 payments of said rentals.
The lessor 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 pay-
ment, any mortgages, liens or other encumbrances on the lands herein described, and to subrogate to the rights of the holder thereof.
The lessor warrants and agrees that the above described premises are not subject to any other mortgages, liens or other encumbrances, and that the same have been duly released and discharged.

Signed, sealed and delivered in presence of

Henry L. Riley
Fred Hochheim (SEAL)
Margaret Hochheim (SEAL)
O. T. Ross (SEAL)
John O. Sheildahl (SEAL)
Floyd E. Leavitt (SEAL)

STATE OF NEBRASKA, } ss.
County of Gage, } County

On this 5th day of December A. D. 19 40 , before me a Notary Public
duly ~~commissioned~~ and qualified for and residing in said County, personally came Fred Hochheim and Margaret Hochheim

to me known to be the identical person s
whose names are affixed to the foregoing ~~instrument as lessors~~
their voluntary act and deed. instrument as lessors, and acknowledged the execution thereof to be
Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires Sept 29 1942
J. A. Bonebright
Notarial Seal
Commission expires Sept. 29, 1942
Gage County Nebraska

Parcel 6