

J-555

Instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and - - - - - seal this 10th day of August, A. D. 1943.

My commission expires Sept. 17th, A. D. 1943.

Roy M. Harrop

Notary Public

(NOTARIAL SEAL)

MINING OIL AND GAS LEASE

Carl H. Bohs & Wife

To

Consumers' Syndicate Ltd.,
Omaha, Nebr.

Filed September 16, 1943
at 2:40 o'clock P. M.

Louis C. Farnberg, County Clerk
by Lucille K. Poulson, Deputy

MINING
OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of August, 1943

by and between Carl H. Bohs and Esther C. Bohs (Husband &
wife of Blair, Nebraska party of the first part, hereinafter
called lessor (whether one or more) and CONSUMERS' SYNDICATE
LTD., OMAHA, NEBR. party of the second part, hereinafter
called lessee.

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 performed, has granted, demised, 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:

South East Quarter

of Section 19 Township 18N Range 12E 6th P.M. and containing 160 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.

no
depository
bank -
no oil,
produced
in this
area.

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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 co-venturers 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 11th day of August, 1943.

Witness:

Henry H. Lorenzen

Carl H. Bohs Lessor (SEAL)

Esther C. Bohs (SEAL)

(CONSUMERS' SYNDICATE SEAL)

CONSUMERS' SYNDICATE LTD., OMAHA, NEBR. (SEAL)

By Roy M. Harrop Lessee
General Manager

ACKNOWLEDGEMENT TO THE LEASE

STATE OF Nebraska }
- - - County of Washington) ss

I, Roy M. Harrop, a Notary Public in and for said Washington County, in the State aforesaid do hereby certify that Carl H. Bohs and Esther C. Bohs (Husband & wife, Blair, Nebr., who are personally known to me to be the person whose names subscribed to the foregoing Lease, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and - - - - seal, this 11th day of August, A. D. 1943.

My commission expires Sept. 17th, A. D. 1943.

Roy M. Harrop

Notary Public

(NOTARIAL SEAL)

SWORN STATEMENT

Wallace O. Taylor

To

The Veterans Administration
WashingtonFiled Sept. 11th, 1943
at 1:00 o'clock P. M.

Louis C. Farnberg, County Clerk

S. C. 01042985 MBA-A.
In re William J. Koopman
Co "L" First Reg't. Nebraska, U.S.V.
Spanish-American War and Philippine
Insurrection

Sworn Statement
by the Captain
of his Company

To the Veterans Administration Washington

Sir:

I was captain of William J. Koopman's Company "L" First Reg't Nebraska U.S.V. and served continuously with the company from muster-in to muster-out, altho the last four months as Major of this company's battalion.

I served in this same company with Koopman for two years before we entered the war against Spain, as a member of the Nebraska militia. He was clean morally and physically and of splendid development. I have in my album a kodak picture of him stripped to the waist, taken while we were attending an encampment in San Antonio, Texas, in 1897, in preparation for a ducking in the river which the boys administered because he looked too neat. That picture was proof of his physical condition.

After the capture of Manila he contracted malarial fever in August or September, as we all did sooner or later, followed by typhoid fever. The combination of typhoid-malaria was a very serious malady and the lack of proper food and hospital service in combination with the climate rendered the system susceptible to many complications. I lost one man by that disease and have always felt that the only reason Koopman did not go was because of his previous