Abstract of Oil and Gas Mining Lease

This is an abstract of an Oil and Gas Mining Lease executed and made effective on the day of , by which Northwest Farm Credit Services, FLCA, c/o AgriBank, FCB, 30 East Seventh Street, Suite 1600, St. Paul, Minnesota 55101, Incorporated under the laws of the United States, herein called Lessee, has leased and let unto:

Herein called Lessee, its successors and assigns, certain mineral interests, located in the County of , described as follows:

State of , described as follows:

FCS #

Township North, Range East of the Montana Principal Meridian
Section

FCS #

Township North, Range East of the Montana Principal Meridian
Section

The Oil and Gas Mining Rental Lease is granted for a primary term of years and as long thereafter as operations leading to or resulting in the production of the commodities so designated in the lease, continue on the leased premises as specified in the lease, unless sooner terminated.

All payments are to be sent to the lessor's agent's corporate headquarters at NWFCS, FLCA, c/o AgriBank, Attn: Minerals-Controllers Dept 14E, 30 East Seventh Street, Suite 1600, St. Paul, MN 55101. All legal notices and other correspondence is to be sent to NWFCS, FLCA, c/o AgriBank, Attn: Minerals Management 1W, 30 East Seventh Street, Suite 1600, St. Paul, MN 55101 (Telephone 651-262-8410). Corporate headquarters of Northwest Farm Credit Services, FLCA is located at 1700 South Assembly Street, Spokane, WA 99212.

A full and complete copy of the above described Oil and Gas Mining Lease may be obtained without cost from Lessee at the above address.

In witness whereof, Lessor has executed this Abstract of Oil and Gas Mining Lease as a true representation of the actual lease, effective on the day and year above written.

LENSOR
NORTHWEST FARM CREDIT SERVICES, FLCA
(Tax identification No. 91-2006136)

By: ________________________________
Authorized Agent

STATE OF MINNESOTA )
COUNTY OF RAMSEY ) SS.

On the day of , in the year , before me, a Notary Public, personally appeared knowed to me to be an Authorized Agent of the corporation that executed the within Instrument, and acknowledged to me that such corporation executed the same.

Notary Public for the State of
Residing at
My commission expires
Printed Name
Signature
Oil and Gas Mining Lease

THIS AGREEMENT MADE THIS _____ day of ____________, _______ by and between NORTHWEST FARM CREDIT SERVICES, FLCA, c/o AgriBank, P.O. Box 30 East Seventh Street, Suite 1600, St. Paul, Minnesota 55101, incorporated under the laws of the United States, hereinafter called Lessor, and

hereinafter called Lessee,

WITNESSETH:

In consideration of the premises, Lessor and Lessee covenant and mutually agree as follows:

1. Consideration and Grant - The Lessor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained in the part of Lessee to be paid, kept and performed, has leased and let, and by these presents does lease and let unto Lessee, with the exclusive right and privilege to prospect (including geophysical exploration) and drill for, mine and extract all of the Oil and/or Gas in, on, or under the land described below, together with the right to pipe, store, and remove Oil and Gas and to occupy and use so much of the surface of the land described below, as may reasonably be necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such Oil and/or Gas, all of the Lessor's right, title and interest in that certain tract of land together with any reversionary rights therein, situated in the County of ___________ State of ___________ described as follows ("leased premises"):

   Township:  ____________________________________________
   North Range:  ____________________________________________
   East of the Montana Principal Meridian  ___________________________
   Section:  ____________________________________________

and comprising _____ acres, more or less.

2. Title

(a) Subsurface Rights Only - Lessor intends to lease and let all of its right, title and interest in the leased premises. However, Lessor rarely, if ever, owns any of the surface estate. In addition, Lessor may have released its right of entry and its interest in the mineral estate down to a depth of 500 feet. Therefore, NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY HEREIN CONTAINED, this lease and all rights granted to Lessee are expressly limited to those depths lying 500 feet below the surface of the leased premises. Lessee shall not have the right to enter upon or use any portion of the leased premises lying above said depth, unless, Lessee determines that Lessor's title is not so restrictive or Lessee obtains the right to enter from other interest owners.

(b) No Warranty of Title - This lease is made without warranty of title express, implied or statutory. This lease is subject to all assessments, rights-of-way, oil and gas leases covering rights or formations not covered in this lease, and other mineral leases recorded prior to the recording of this lease. Lessor will not furnish an abstract or any other evidence of title or defend title to the leased premises nor will it protect against claims for the payment of taxes, privilege taxes or tax proceedings. All morries paid pursuant to this lease are non-refundable.

3. Definitions - It is mutually agreed that the following terms as used in this agreement, whether capitalized or not, shall be defined as follows:

(a) Oil - Shall mean liquid hydrocarbon compounds and their related Non-Hydrocarbon Constituent Parts.

(b) Gas - Shall mean gaseous hydrocarbon compounds and their contained dissolved liquid hydrocarbon compounds and their related Non-Hydrocarbon Constituent Parts.

(c) Non-Hydrocarbon Constituent Parts - Shall mean non-hydrocarbon compounds included as a part of either liquid or gaseous hydrocarbon production which is economically marketable and is separated for its own value. These include, but are not limited to, helium, carbon dioxide, nitrogen, sulfur dioxide, and sulfur compounds. All other minerals and mineral deposits of any kind, character, type and nature whatsoever, which are not associated with liquid or gaseous hydrocarbon production, are expressly excepted and reserved to Lessor.

(d) Market Pipeline - Shall mean either (i) any pipeline subject to federal jurisdiction or (ii) any pipeline of twenty-four (24) inches or more in diameter.

(e) Unit - Shall mean a bounded area formed for the purpose of producing Oil and Gas, which may be described by, but not limited to, the following terms: spacing unit, drilling unit, production unit, secondary recovery unit or federal unit. This area may contain one or more leases which have been merged together, either voluntarily or by the result of action by any duly authorized authority having jurisdiction, to function as if a single entity. The size and shape of the unit is to be determined by special field rules granted by the governmental regulatory body having jurisdiction or, in the absence of special field rules, by the general statewide rules and regulations and rules of practice and procedure which relate to oil and gas.

(f) Drilling Operations - Shall mean the drilling, fracturing, tracing, hydrofracing, testing and completion of a well on the leased premises, or lands pooled therewith, with the intent of discovering commercial quantities of Oil and Gas, with the well projected to such depth to intersect a target formation which is believed to have a potential for the economic recovery of Oil and/or Gas. Drilling Operations are interpreted to be from the time surface well site preparation begins to the final completion or abandonment of the well.

(g) Reworking Operations - Shall mean the reworking, recompleting, deepening, plugging back or repairing of a well on the leased premises, or lands pooled therewith, with the intent of obtaining commercial quantities of Oil or Gas.

(h) Operations - Shall mean Drilling Operations and/or Reworking Operations.
(l) Diligently Prosecuted – Operations shall be considered diligently prosecuted if conducted in good faith with due diligence and no cessation of Operations greater than 60 days. In no event shall Operations under this lease be deemed to have occurred, unless the Lessee has obtained a valid drilling permit for the leased premises and/or lands pooled or utilized therewith.

4. Term, Extensions thereof:
It is agreed that this lease shall remain in full force for a primary term of __5__ years from this date, as hereinafter extended, and so long thereafter as any leased substance is produced in paying quantities from the leased premises or lands pooled or utilized therewith.

(a) Delay Rentals – If drilling Operations are not commenced or on or before one year from the date hereof, this lease shall terminate, unless as to both parties unless the Lessee, on or before the expiration of said one-year period, shall pay to the Lessor as set forth in Paragraph 22, the sum of __50__ dollars per acre for the privilege of delaying the commencement of Drilling Operations for a period of one year. In like manner and upon like payments or tenders, the commencement of Drilling Operations may be further deferred during the primary term for successive deferred periods of one year each. The __5__ per year delay rental due Lessor, with Lessor’s lesser interest accounted for, shall be __50__ dollars. All payments may be made by check of Lessor, which Lessor shall receive in advance of the lease anniversary date. Lessee will place Lessor’s lease identification number, as given above, on all payment receipts.

(b) Dry Hole Clause – If at any time during the primary term of this lease the Lessee shall drill a dry hole or holes on the leased premises, or cease drilling within the primary term, and the Lessee does not within the primary term or at the expiration thereof, commence operations to produce the hydrocarbon substances contained on such premises, this lease shall terminate, provided Lessee commences Reworking Operations to restore production or Drilling Operations for a new well prior to the next ensuing rental paying date, or provided the Lessee begins or resumes the payment of rentals before the next ensuing rental paying date in the manner and amount hereinabove provided. In the event Lessee resumes payment of delay rentals, the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force. If a well is completed as a dry hole after the primary term, this lease shall not terminate if Drilling Operations for another well are commenced within 80 days of the date the dry hole was drilled and are Diligently Prosecuted. Lessee shall furnish Lessor with sufficient information to document any operations being performed.

(c) Drilling Within the Primary Term, Production – It is expressly agreed that if Lessee shall commence Drilling Operations at any time during the primary term of this lease, the lease shall remain in force and its term shall continue so long as such Drilling Operations are Diligently Prosecuted. If production results therefrom, then this lease shall be extended after the primary term as long as production in paying quantities continues.

(d) Shut-In Gas Rental Clause – If a well capable of producing Gas, is completed and shut-in during the primary term for lack of a market or of a pipeline, this lease shall nevertheless remain in full force and effect during the primary term by resuming rental payments pursuant to Paragraph 4(a). If, after the expiration of the primary term, all wells on the leased premises or any Unit that includes all or a part of the leased premises, capable of producing Gas in paying quantities, are shut-in, or production therefrom is ceased due to adverse economic conditions, and this lease is not otherwise kept in force pursuant to the terms hereof, the Lessee may maintain this lease for a period of one year by tendering to Lessor a shut-in rental for such annual period equal to twice the annual delay rental per acre herebefore set forth for the number of acres then covered by this lease, or Three Hundred Dollars ($300.00), whichever is greater. The shut-in rental shall be paid or tendered to the Lessor at the beginning of each annual period in which all wells are shut in. For the purpose of this clause the”annual period” will begin on the month and day of the lease date. Whereas delay rental payments are required to be received in advance of the lease anniversary date, the receipt of shut-in payments under this clause shall be received within 30 days following the lease anniversary date. Upon payment of the shut-in rental as provided herein, this lease will continue in force as if production were being obtained from the leased premises. After the end of this term, the Lessee may not be maintained in force solely by reason of the shut-in rental payments, as provided herefore, for any one shut-in period of more than thirty-six (36) consecutive months, or for more than sixty (60) cumulative months. The basis of the time limit provisions of this clause will be the production records of the state regulatory authority. The consecutive and cumulative month limits will include every month after the expiration of the primary term for which a well is reported to be shut-in with no production. It shall be understood that this clause shall also apply to any well where the Gas- Oil ratio is such that the Lessee is not permitted to operate such well without the use or sale of Gas. Every payment due as a shut-in rental should be identified as such on the payment receipt.

(e) Interruption of Production After Primary Term – If production should cease during the extended term of this lease, Lessee shall have sixty (60) days to commence Operations to re-establish production, either by drilling a new well or by reworking a previously drilled well, and there shall not be longer than sixty (60) days after the date on which Operations shall furnish Lessor with sufficient information to document the Operations being performed. If production is re-established as a result of such Operations, this lease will remain in effect as long as any leased substance is produced hereunder.

5. Royalty – The royalty share shall be ___ percent. Lessee expressly reserves the right, at its option, to take its royalty share of production in kind, as set out below, and Lessee agrees:

(a) Oil – To deliver or cause to be delivered to Lessor at the well or to the credit of Lessor into the pipeline to which the well may be connected, Lessor’s royalty share of the Oil produced from the leased premises, provided, however, that in the event of storage of Oil by Lessee, such storage shall be at the expense of the Lessee without charge to Lessor. In the alternative, at Lessor’s option, to pay Lessor royalty for Oil produced from the leased premises based on a royalty share of the price prevailing in the market place for Oil of like kind and quality at the time, but such share shall never be less than the total proceeds received by Lessee in connection with the sale of the Oil produced and sold.

(b) Gas – To deliver or cause to be delivered to the credit of Lessor into the pipeline to which the well may be connected and into which Lessee is delivered its share of production. Lessor’s royalty share of the Gas produced from the leased premises, or at Lessor’s option as hereinafter provided, to pay Lessor royalty for Gas as follows:

(1) On Gas produced from the leased premises and sold by Lessee or used off the leased premises and to which subparagraph (2) does not apply, the royalty share of the market value of Gas of like kind and quality at the time at the place the Gas enters a Market Pipeline.

(2) On Gas produced from the leased premises that is processed in a processing plant, the higher of the royalty percentage of the market value of the Gas at the inlet to the processing plant, or the royalty percentage of the market value of all processed liquids saved from the Gas at the plant plus the royalty percentage of the market value of all residue gas at the point the Gas enters a Market Pipeline.

(c) Value – For purposes of payment of royalties, except as expressly provided herein, Lessor’s royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing, which limitation shall specifically include all such costs incurred prior to the point the Oil or Gas enters a Market Pipeline, or any part of the costs of construction, operation, or deterioration of any pipelines, roads, tanks, plants, or other facilities or equipment used in the handling of Oil or Gas.
(d) **Reports** — At Lessor’s request, Lessee shall provide Lessor copies of any agreements relating to the sale, processing, or transportation of Oil or Gas produced from the leased premises together with copies of all checks or other evidence of payment under such agreements and other information as may be reasonably requested by Lessor to confirm the calculation of the price paid for Lessor’s royalty. If requested by Lessor, Lessee shall provide Lessor quarterly reports showing the monthly volume of Oil and Gas produced from the leased premises, the amount sold, the delivery points for each sale, the identity of each purchaser, the price received, and other information as may be necessary to verify the royalty paid. The information provided shall include an itemization of any deductions or charges from or to the proceeds from the sale of such production.

(e) **Minimum Royalty** — Where Gas only is found and Lessor elects to be paid the above stated royalty, the annual cumulative royalty paid to Lessor shall never be less than one dollar ($1.00) per net acre than covered by this lease or one hundred dollars ($100.00), whichever is greater. The balance of minimum royalty due shall be paid within sixty (60) days following the lease anniversary date.

(f) **Lessor’s Royalty Option** — Lessor shall have the right on one hundred twenty (120) days’ notice in writing to Lessee at any time and from time to time, as often as Lessor may desire, to change the method of payment of any or all of its royalty from payment in kind to payment in money or vice versa. Until Lessor elects otherwise, the entire royalty hereunder shall be payable in money.

If Lessor should exercise this option and take its royalty share in kind, Lessor shall be obligated to pay the following:

1. **Oil** — To pay Lessor’s proportionate share of any transportation and storage costs only if said Oil is transported by Lessee and stored off the leased premises.

2. **Gas** — To pay Lessor’s proportionate share of compression and transportation. Also to pay the proportionate share of extraction costs, if said Gas is taken to a plant off the leased premises.

(g) **Timely Payment of Royalty** — Royalties due Lessor will be paid by the 25th of each month following the month in which the Oil, Gas or other hydrocarbons are produced. Royalty payments must begin within ninety (90) days after the date of first runs. All payments not received within ten (10) days of their due date will draw fifteen percent (15%) annual interest, compounded monthly.

6. **Lessor Interest Clause** — If Lessor owns a lessor interest in the leased premises than the entire undivided fee simple estate therein, then the royalties and payments herein provided shall be paid to Lessor only in the proportion which its interest bears to the whole and undivided fee. However, such payments shall be increased after any reversion occurs to cover the interest so acquired following at least 30 days written notice from Lessor of such a reversion.

7. **Product Use for Operation** — Lessee shall have the right to the reasonable use, free of cost, of Gas and Oil produced from the leased premises in favor of Lessor for the purpose of protecting the leased premises and royalty on Gas and Oil shall be computed after deducting the amount so used and after deducting any amounts which may be unavoidably lost in Operations on the leased premises.

8. **Lines Below Four Feet** — When requested by Lessor, Lessee shall bury its pipelines four (4) feet below the surface.

9. **Wells Near Structures** — No well shall be drilled nearer than 200 feet to any structure now on the leased premises, without the written consent of the Lessor.

10. **Damasages** — Lessee agrees to protect Lessor from any claim for damages against Lessor resulting from Operations of Lessee hereunder and Lessee agrees to pay for a loss of income, including growing crops, on the leased premises caused by its operation hereunder. The amount of compensation for damages is negotiable between Lessee and the owner of the surface land.

11. **Right to Remove Equipment** — Lessee shall have the right at any time during, or within three (3) months after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casings, providing all obligations and payments of Lessee have been fulfilled and made to Lessor at the time such equipment is removed.

12. **Surrender and Reinquishment** — The Lessee may at any time, by paying Lessor all amounts then due as provided herein, surrender and cancel this lease insofar as the same covers all or any portion of the leased premises and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided, that no partial surrender or cancellation of this lease may comprise tracts of less than approximately forty (40) acres or governmental lot corresponding to a quarter-quarter section, in the event of a partial surrender all payments and rentals shall be reduced proportionately, and notice of such action shall accompany the next payment following such surrender and shall identify those lands surrendered. Upon termination of this lease, in whole or part, Lessee agrees to file for record in the County concerned a duly executed and acknowledged release of all or such parts of the leased premises surrendered and deliver a copy of said recorded release to Lessor.

13. **Assignments** — The rights of Lessor may be assigned or transferred in whole or in part, and the provisions and obligations hereof shall extend to Lessor’s successors or assigns, but no change or division in ownership of the land, mineral rights, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee; and no such change in ownership shall be binding on Lessee nor impair the effectiveness of any payments made hereunder until Lessee has been furnished with the original or a certified copy of the instrument evidencing any such transfer, sale, or other change in ownership, at least thirty (30) days before payment is due.

Lessee may assign this lease in whole or in part and shall require any of its assignees to assume all obligations and payments under this lease in writing to be provided to Lessor within ninety (90) days of the assignment. Lessor will not make a divided assignment for tracts comprising less than forty (40) acres or governmental lot corresponding to a quarter-quarter section without Lessor’s prior approval. Divided assignments will be treated as separate leases and each Lessee will be responsible for maintaining his or her lease in good standing to the lands retained by him or her.

14. **Redemption and Taxes** — Unless required by law, Lessee shall not deduct any taxes from royalties due Lessor, but shall provide Lessor, at least annually, with production information necessary for Lessor to determine and pay its tax liability.

In the event of default of payment by Lessor after reasonable notice of tax liability to Lessee by Lessor, Lessor hereby agrees that the Lessee shall have the right to pay for Lessor any taxes or other fees on the leased premises and be subrogated to the rights of the Lessor, and Lessor hereby agrees that any such payments made by the Lessee for the Lessor may be deducted from any amounts of money which may become due the Lessor under the terms of this lease. If such action is taken by the Lessee, notice of such action shall be given to the Lessor.
15. Compliance with Laws - in all Operations under this lease or on the leased premises, Lessee shall promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county or municipal government, and all express and implied obligations of this lease shall be subject to all valid federal and state laws, executive regulations and this lease. If in whole or in part, Lessee shall not be held liable in damages for failure to comply with such obligations, if compliance is prevented by any such law, order, rule or regulation. If from any such cause Lessee is prevented from conducting Operations on, or producing Oil or Gas from the leased premises, the time which Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which there is so prevented from conducting Operations on, or producing Oil or Gas from such leased premises, notwithstanding any other provision hereof; provided, that the provisions of this paragraph are not to be construed as relieving Lessee from the payment of rentals for the maintenance of this lease during the primary term or any extended term as herein provided.

16. Pooling - Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with any other contiguous land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with any lawful spacing rules by any duly authorized authority. Lessee shall execute in writing an instrument identifying and describing the pooled acreage and shall provide Lessor a copy of such instrument within thirty (30) days of its execution. In lieu of the royalties elsewhere herein specified, Lessor shall receive from production from a Unit so pooled only such portion of the royalty stipulated herein as the amount of Lessor's acreage placed in the Unit or its royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular Unit involved. Such pooling shall be into a Unit or Units not exceeding in area the acreage described or required in any federal or state law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of Oil, or 640 acres each for the production of Gas, whichever is the larger. However, any Unit formed under this paragraph shall not exceed 640 acres (one section equivalent) for a vertical well or 1280 acres (two sections equivalent) for a horizontal well, and if Unit boundaries are not otherwise established, Lessee shall within thirty (30) days after well completion, determine said boundaries. Also, Lessee's power to pool, as outlined in this paragraph, is revoked (30) days prior to the expiration of the primary term of this lease. Any pooling accomplished during the final (30) days of the primary term of this lease will be done only with Lessor's written consent.

17. Pugh Clause:

(a) Horizontal Pugh Clause - if at the expiration of the primary term only a portion of the leased premises has been included in a Unit, and the portion of the leased premises lying outside said Unit is not maintained beyond the primary term by provisions found in Paragraph 4, then this lease shall terminate at the end of the primary term as to those lands lying outside said Unit.

(b) Vertical Pugh Clause - One year after the expiration of the primary term, this lease shall terminate as to all depths and horizons lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest producing formation in any well drilled on the leased premises or on lands with which the leased premises has been pooled or utilized.

18. Information - upon request by Lessor, Lessee shall furnish to Lessor copies of title opinions, applications to drill, daily drilling reports, well tests, completion reports, summary of frac treatments (all separately reported per frac stage and including, fluid types and volumes, proppants (volume and type) and number and spacing of frac stages, logging records, purchase contracts and production reports. Lessor will have the right to inspect and take samples of all cores and cuttings and witness the taking of all logs and drill stem tests, and Lessor agrees to furnish Lessor with copies of all logs and surveys taken promptly after taking them, including proppants and flowback fluids, and interpreted reports. Lessee will assign to Lessor as to each well, the production therefrom, and such technical information as Lessee may acquire. Lessee hereby agrees to keep any and all such information strictly confidential until such time as the information is no longer confidential. Lessee has the right to have a representative present when wells or tanks are gauged and production metered and has the right to examine all run tickets and to have full information as to production and runs and to receive copies of all run tickets upon request.

19. Notice of Operations and Agency Actions - Lessee shall give Lessor advance written notice of the spud date, commencement and completion of drilling or other wellbore completion Operations, temporary abandonment, and plugging and final abandonment of any well producing from the leased premises whether or not such well is located on the leased premises or on lands pooled therewith. Such notice shall be provided or delivered to Lessor no less than three (3) business days prior to such an event. Lessee shall give Lessor written notice of any hearings or actions, whether by a governmental agency or a court, affecting the leased premises; such notice shall be provided or mailed to Lessor within five (5) business days following the date that Lessee learns of same.

20. Indemnity - Lessee and its successors and assigns, shall defend, indemnify, release and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and assigns ("Indemnitees"), from and against any and all claims, liabilities, judgments, demands and causes of action for injury (including death) or damages and losses to persons or property arising out of, incidental to or resulting from the Operations of or under the terms of this lease, or due to, Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such liabilities, claims, regulatory or environmental issues, damages or loss of any property, injuries or death, including reasonable attorneys fees, fines, penalties, interests, costs, and losses; and each assignee of this lease, or an interest holder therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Each assignee of the Lessee or any interest therein, agrees to indemnify and hold harmless the Indemnitees as if said assignees were party to this lease when executed. Such indemnity shall apply to any claim arising out of Operations conducted under or pursuant to this lease, however caused. The provisions of this paragraph shall survive the termination of this lease.

21. Attorney's Fees - In the event either party commences litigation to enforce the provisions of this lease, the prevailing party in such litigation shall be entitled to reasonable attorney fees plus its cost of suit.

22. Notices - All payments are to be sent to the lessor's agent's corporate headquarters at NWFCS, FLCA, c/o AgriBank, Attn: Minerals-Controllers Dept 14, 30 East Seventh Street, Suite 1600, St. Paul, MN 55101. All legal notices and other correspondences is to be sent to NWFCS, FLCA, c/o AgriBank, Attn: Minerals Management 1W, 30 East Seventh Street, Suite 1600, St. Paul, MN 55101 (Telephone 651-283-8416). Corporate headquarters of Northwest Farm Credit Services, FLCA is located at 2001 South Flint Road, Spenoka, WA 99224-9198.

23. Severability - if any provision of this lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this lease will remain in full force and effect. Any provision of this lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

24. Governing Law - This Lease shall be governed and construed in accordance with the laws of the state where the leased premises is located and any and all disputes must be resolved in a circuit court located solely in such state.
LESSOR
Northwest Farm Credit Services, FLCA
(Tax Identification No. 91-2006136)

By: __________________________ Authorized Agent

STATE OF MINNESOTA  )
COUNTY OF RAMSEY  ) SS.

On this ______ day of _________________ in the year ____, before me, a Notary Public, personally appeared
_________________________ known to me to be an Authorized Agent of the corporation that executed the within instrument, and
acknowledged to me that such corporation executed the same.

Notary Public for the State of ____________________________
Residing at ____________________________
My commission expires ____________________________
Printed Name ____________________________
Signature ____________________________