

Roy Kanno and Joe Kurumada )

and )

Howard E. Stearns and )  
Jean Stearns )

AMENDMENT OF LEASE

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THIS AMENDMENT OF LEASE, made and entered into as of the 1st day of August, 1962, by and between ROY KANNO and JOE KURUMADA of Eureka, Nevada, first parties, hereinafter referred to as "Lessee", and HOWARD E. STEARNS and JEAN STEARNS, his wife, of Grand Island, Nebraska, second parties, hereinafter referred to as "Lessor",

W I T N E S S E T H:

WHEREAS, the parties hereto did enter into that certain Lease dated March 1st, 1962; and

WHEREAS, all the parties hereto desire certain changes and amendments to said Lease as hereinafter more specifically set out;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, to be kept and performed by the parties hereto, it is agreed that

said Lease is hereby amended in the following respects, to-wit:

I

That an additional forty (40) acre parcel of land is to be included under the terms of said Lease, being the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 9, Township 21 North, Range 53 East, M. D.B.&M.

II

That Paragraph 3 entitled "Use of Leased Lands" is amended to include the raising of thirty-two (32) acres of onions upon the leased premises.

III

Concerning Paragraph 5 entitled "Expenses" it is acknowledged by the parties that the Lessor has provided financing in excess of the sums required to be advanced pursuant to said Paragraph.

IV

Paragraph 6 entitled "Division of Proceeds" is hereby agreed to be deleted in its entirety, and in lieu thereof the following provisions, agreed to by the parties hereto, shall apply:

1. Any and all sales of the potato and onion crops, or any portion thereof shall be under the control and subject to the approval of the Lessor.

2. At the termination of the harvest of the potato and onion crops the same shall be sold for the full market value, or stored, fully or partially, and as sold the proceeds thereof shall be paid out as follows, to-wit:

A. The Lessor shall be reimbursed for all expenses advances and sums paid out pursuant to the terms of this Lease or otherwise, providing the same were incurred or paid out in connection with the acquisition, raising or selling of said crops.

B. Lessee shall be reimbursed expenses incurred to the extent actually expended or incurred by Lessee but not exceeding the specific limitations per item as set out in Paragraph "5. Expenses" of the Lease.

C. There shall be paid to Lessor for depreciation of the irrigation equipment the sum of \$31.00 per acre.

D. There shall be paid to the Trustee hereinafter set out his costs, fees and expenses.

E. The balance of said proceeds shall be divided 50 per cent to the Lessor and 50 per cent to the Lessee.

V

There shall be added to Paragraph 7 entitled "Financing" the following provision, that is, Lessee shall not mortgage or assign any portion or interest in and to the potato or onion crops without the consent of the Lessor first had and obtained.

VI

There shall be added to said Lease a provision numbered 18 entitled "Trustee" which is agreed to be as follows:

All proceeds from the sale of the crops shall be paid over to ALBERT H. HUBER, Certified Public Accountant, with offices at Elko, Nevada, who shall serve as Trustee. The duties of the Trustee shall be to bank said proceeds and after determination of the costs and expenses of the farming operation, which costs and expenses are generally set out in this Lease/and particularly pursuant to the terms of the items listed under "5. Expenses" and "6. Division of Proceeds."

VII

Subject to the restrictions in said Lease on assignment, this Amendment of Lease and the Lease shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Lease in triplicate the 31st day of July, 1962.

Howard E. Stearns  
HOWARD E. STEARNS

Jean Stearns  
JEAN STEARNS

- Lessor -

Roy Kanno  
ROY KANNO

Joe Kurumada  
JOE KURUMADA

- Lessee -

STATE OF NEVADA       )  
                              ) ss.  
COUNTY OF ELKO       )

On this 31st day of July, 1962, personally appeared before me, a Notary Public in and for said County and State, HOWARD E. STEARNS and JEAN STEARNS, his wife, known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

(NOTARIAL SEAL)

Robert O. Vaughan  
NOTARY PUBLIC

STATE OF NEVADA       )  
                              ) ss.  
COUNTY OF EUREKA     )

On this 1st day of August, 1962, personally appeared before me, a Notary Public in and for said County and State, ROY KANNO and Joe KURUMADA, known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

(NOTARIAL SEAL)

Willis A. DePaoli  
NOTARY PUBLIC

My Commission Expires Oct. 14, 1965.

Recorded at the request of Albert H. Huber August 30, A.D., 1962 At 07 minutes past 1 P.M.

Willis A. DePaoli - Recorder.