Kebco Land Co.,)	
and)) <u>FARM LEASE</u>)	2
Roy Kanno and Joe Kurumada)))	

FARM LEASE

THIS LEASE AND AGREEMENT made and entered into this 1st day of March, 1962, by and between KEBCO LAND CO., a partnership, party of the first part, and ROY KANNO of American Fork, Utah, and JOE KURUMADA, of Sandy, Utah, parties of the second part,

WITNESSETH:

The party of the first part does hereby lease unto the parties of the second part, the following described property, to-wit:

SE%; SW%NE%, consisting of 200 acres in Section 33; W%NW%, consisting of 80 acres in Section 34; All in Township 21, North, Range 53 East, M.D.B. &M. Eureka County, Nevada.

The parties of the second part agree to pay the sum of \$40.00 per acre on 260 acres, the other 20 acres to be rent free and used as a test plot. Said payment of the above-set out rentals to be made one-half (\$5,200.00) upon the execution of this lease and the balance (\$5,200.00) of said rental to be paid on or before the 15th day of September, 1962.

In lieu of the cash payment hereinbefore set out to be paid upon the signing of this lease, first party agrees that they will take second parties' note in the form attached here to as Exhibit "A", the same to be paid according to the terms and tenor thereof.

Said lease is to be for a period of one year from the first day of March, 1962, to and including the 28th day of February, 1963, with an option for a renewal of said lease for an additional period of one year from February 28, 1963, the rental for the same to be mutually agreed upon at the time of renewal of said lease, and said parties of the second part shall notify the party of the first part not later than August 31, 1962 of their intention to renew said lease.

The party of the first part is to furnish pumps and engines and also one wheel move sprinkler line for each 40 acres of land herein leased, together with the necessary main line to connect and service same, and that the said party of the first part shall repair and maintain said pumps, engines and irrigation system and equipment during the term of the lease. The parties of the second part are to furnish all diesel fuel and oil and filters.

The party of the first part shall also furnish a small domestic well for the use of the parties of the second part, the same to be located conveniently on the premises herein leased by mutual agreement of the parties.

The parties of the second part shall furnish and pay for all seed, fertilizer, labor and the costs of harvesting and removing the crops grown on said premises, which generally shall consist of onion and potatoes and such other crops as the parties may mutually agree upon.

The parties of the second part agree to cultivate said land in a good, careful and proper manner and to not permit any waste upon said premises, and to carefully protect all buildings, fences and improvements of every kind that are now on said premises or may be hereafter erected, including the pumps, engines and irrigation equipment during the continuance of this lease and at the expiration of the term herein granted, said parties of the second part agree to yield up possession of said premises to the party of the first part in as good a condition and repair as they now are or may be at any time during the continuance of this lease, ordinary wear and tear and loss by elements excepted. The parties of the second part further agree that they will not allow any other persons to enter upon and remove any fence, building or crops of any kind or nature except in the ordinary course of farming the same, and to keep said premises and every part thereof in good repair, to keep the land so far as is practicable free from weeds and other vegetation that might damage any crops grown thereon.

The parties of the second part further agree that they will not plant any crop nor prepare any ground for planting any crop, on any portion of said land, which said crop would not mature until after the expiration of this lease without first obtaining the written consent of said first party, and further will not sublease any portion of said premises without the consent in writing of the party of the first part.

The parties of the second part further agree that the party of the first part may at any time prior to the expiration of this lease and subsequent to the harvesting and removal of any portion of the said crop on said land, enter upon said land from which said crop has been so harvested and removed for the purpose of prepairing for crops the following year, and for the purpose of planting to crop that portion of said land from which the crop has been harvested and removed.

It is further agreed by and between the parties of this lease that if such rent or any part thereof shall at any time be in arrears or unpaid, or if the parties of the second part shall at any time fail and neglect to perform or observe any of the conditions or agreements herein contained on the part of the parties of the second part then in such case, it shall be lawful for the party of the first part or any person or persons duly authorized by said party of the first part in that behalf, without any formal notice or demand, to enter into and upon said premises, or any part thereof, in the name of the whole and the said premises peaceably to hold and enjoy thenceforth as if these presents had not been made.

It is further agreed that this lease shall be binding upon the heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year last above written.

		KEBCO LAND COMPANY
		By L. C. Enzminger
		Vance Boelts Partners, Party of the First Part.
		Roy Kanno
		Joe Kurumada Parties of the Second Part
STATE OF NEBRASKA) 55.	

On this 15th day of March, 1962, personally appeared before me, a Notary Public in and for said county and state, VANCE BOELTS and L. C. ENZMINGER, partners in the said KEBCO LAND COMPANY, a partnership, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged the instrument to be their voluntary act and deed.

IN WITNESS my hand and Notarial Seal the date aforesaid.

(NOTARIAL SEAL)

Lloyd W. Kelly

NOTARY PUBLIC

My commission expires: Oct. 27 - 63.

COUNTY OF HALL

STATE OF NEVADA)

COUNTY OF ELKO)

Now on this 12th day of March, 1962, before me a Notary Public in and for said county, personally came the above named ROY KANNO and JOE KURUMADA, parties of the second part, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantees and they acknowledged the instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date aforesaid.

(NOTARIAL SEAL)

Robert O. Vaughan
NOTARY PUBLIC

My commission expires 1/2/65.

PROMISSORY NOTE

\$5,200.00

Elko, Nevada March 12, 1962

FOR VALUE RECEIVED, we, ROY KANNO and JOE KURUMADA, jointly and severally, promise to pay to KEBCO LAND COMPANY, a partnership, or order, at Grand Island, Nebraska, or wherever payment may be demanded by the holder of the note, on or before the 15th day of August, 1962, the sum of FIVE THOUSAND TWO HUNDRED DOLLARS (\$5,200.00) legal tender of the United States of America, with interest thereon in like legal tender, from the 1st day of April, 1962 until paid at the rate of eight percent (8%) per annum.

At any time, the makers of this Promissory Note shall have the right to pay off the entire sum, or balance due, but it is expressly understood that in the event the principal and interest is paid in advance the makers shall pay interest only to the date of said payment.

Should suit be commenced or an attorney employed to enforce the payment of this Note or any portion thereof, or the interest due on said Note, makers furth promise and agree to pay any additional sums, to be fixed by the court as a reasonable attorney fee, together with court costs of said suit.

In the event the makers of this Note shall be adjudged a bankrupt, or if the general assignment is made for the benefit of creditors, then, upon the happening of either of of such events, the entire sum of the principal and interest then remaining unpaid shall become forthwith due and payable, although the time of maturity as expressed in this Promissory Note shall not have arrived.

The makers and endorsers, by their endorsements, waive demand, diligence, presentment, protest and notice of protest.

ROY KANNO

Joe Kurumada

JOE KURUMADA

Recorded at the request of L. C. Enzminger June 6, A.D., 1963 At 52 minutes past 3 P. M.

Willis A. DePaoli - Recorder.