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*Mark Moyle*  
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EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 41<sup>00</sup>

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Recording Requested by:

**195227**

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Address P O Box 842

City/State/Zip Fallon, NV 89407

Agreement for 2000 Farming Season  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

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AGREEMENT FOR THE 2000 FARMING SEASON

Hodson  
Moyle  
FSA

To begin on April 1<sup>st</sup> 2000 and to end on January 31<sup>st</sup> 2001 with an understanding that the final movement of hay sold on contract might not be completed until May 2001. Final settlement of the payoff of this agreement will take place at the time of final hay contract settlements. This is not to be misconstrued as an intention to withhold appropriate payments.

- 27.5% of the profit of the crop, following the final settlement, will go to Hodson.
- 72.5% of the profit of the crop, following the final settlement, will go to Moyle.

Operating

From the 27.5%, Hodson portion, the following costs will be covered:

- Full payment to FSA for the annual farm loan. (Moyle will make this directly to FSA and on the due date.)
- All repair and maintenance on assets related to the raising and harvesting of the crops such as the pivots, pumps, wells, panels, and electrical.
- 27.5% of the cost of hay fire insurance, tarping, or barn storage at \$1.00 per ton, as well as all other relevant and related expenses.
- All property taxes must be paid and current.

From the 72.5%, Moyle portion, the following costs will be covered:

- All operating expenses related to growing, harvesting, and possibly fall pasturing. This includes power, fertilizer, herbicide, harvesting, marketing, labor and equipment.
- All expenses and labor related to rodent control and corner weed control excluding the domestic corner.

*Mary S Moyle*  
*James Moyle*  
*Mary Jane Hodson*  
*Randy Hulse*

## AGREEMENT FOR THE 2000 FARMING SEASON

### Labor

Mary Jane will have the opportunity to work at a rate of \$8.00 per hour for raking and swathing. She will be paid by time card verification and as a subcontractor. A 1099 will be issued for tax purposes.

Raymond will have the opportunity to work during harvesting at a rate commensurate with an average of his monthly, year to date, trucking wage. Harvesting will require time investment beyond the regular 40 hour workweek and will involve all Moyle harvesting and custom haying operation.

### Use of Hodson Equipment

Moyle will utilize Hodson equipment 1070 Case Tractor, 730 Case Tractor, and New Holland Rakes at discretion free of charge. The fuel, oil and general maintenance costs will be covered by Moyle. Moyle will rent the loader for gravel hauling @ \$10.00 per hauling hour.

### Management

Hodson and Moyle will discuss the operation on a regular basis and meet monthly to evaluate and plan.

### Existing Debt

Moyle assumes no responsibility or liability for Hodson debts prior to, during, or following this agreement.

### Future Plan

- If Hodson property is to be sold at anytime in the future, Moyle will have 1<sup>st</sup> option to buy and 1<sup>st</sup> right of refusal.
- If Hodson is unable to obtain operating money for the 2001 farming season, Moyle will have 1<sup>st</sup> option to operate the property according to a similar agreement. Such agreement would require endorsement by FSA.

**195227**

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*Mark S Moyle*  
*James Moyle*  
*Mary Jane Hodson*  
*Raymond Hodson*