

### I. PROPERTY DESCRIPTION

"The landlord hereby leases to the tenant, to occupy" "and use for agricultural and related purposes, the" following described property: Cram's 118.5 acres\_SW1/4NE1/4 & W1/2SE1/4\_Sec 5-T22N-R11E consisting of approximately \_118.5 acres situated "in Burt County (Counties),"Nebraska\_\_\_ (State) with all improvements thereon except as follows:

## II. GENERAL TERMS OF LEASE

A. Time period covered. The provisions of this agreement shall be in effect for 5 year(s) with an option at the end of each lease renewal for another 5 years," commencing on the \_\_\_\_1\_\_\_ day of March, 2008. This lease shall" continue in effect from March 1, 2008 to February 28, 2013 with annual adjustments in rent. Thereafter unless written notice is given by either party of this lease at the end of the fifth year and if not it is automatically renews with only an adjustment in rent.

B. The tenant will first right to match any offer on the sale of said property.

C. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

"This lease entered into this 25<sup>th</sup> day of February, 2008, between" "George R Bray, Ronald G Bray and Roger A Bray, co-Trustees, landlord, of

The Bray Revocable Trust \_"
"300 Everett Street Lyons, NE 68038"
"Hereafter known as "the landlord," and"

"Rolin k Farms, Inc, Roger A Bray, President, tenant, of \_\_\_\_\_ 2051 County Road N Oakland, NE 68045 "hereafter known as "the tenant."

D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to "be, nor intended to give rise to, a partnership relation."

E. Transfer of property. If the landlord should sell or "otherwise transfer title to the farm, such action will" be done subject to the provisions of this lease.

F. Right of entry. The landlord, as well as agents and "employees of the landlord, reserve the right to enter" the farm at any reasonable time to: a) consult with the "tenant; b) make repairs, improvements, and inspections;" and c) (after notice of termination of the lease is given) "do tillage, seeding, fertilizing, and any other customary" "seasonal work, none of which is to interfere with the" tenant in carrying out regular farm operations.

G. No right to sublease. The landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.

H. Binding on heirs. The provisions of this lease shall be "binding upon the heirs, executors, administrators, and" successors of both landlord and tenant in like manner "as upon the original parties, except as provided by" mutual written agreement.

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# Lease Agreement

I. Landlord's lien for rent and performance. The landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the tenant fails to pay the rent due or "fails to keep the agreements of this lease, all costs" and attorney fees of the landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by the tenant hereunder.

### J. Additional provisions:

Table 1. — Landlord's Share (% or \$) of Crops and Crop Expenses

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Corn 0% Grain 0% Small 0%

Example 0% Corn 0% Sorghum 0% Grain 0%

SHARE OF CROPS 0%

#### **SHARE OF CROP EXPENSES:**

Fertilizer: Materials

0% 0%

Application 0%

Herbicide: 0%
Materials 0%

Application 0% Insecticide: 0%

Materials 0%

Application · 0%

Seed 0%

"Lime, rock phosphate and other fertilizers having more than one year of life\*" 50%

Harvesting (per acre) 0%

Drying 0%

Baling 0%

Delivery to: 0%

Storage/bushel

0%

Market/bushel 0%

SHARE OF IRRIGATION EXPENSES

Well Repairs 100% Pump Repairs 100%

Gear Head Rep.

100%

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# Lease Agreement

Power Unit Rep.	100%
Land Maintenance Irrigation Fuel 0	100%
Power Replace	100%
System Replace	100%
Labor	100 76
Other:	
	te, and other fertilizers having more than one year of life paid by the tenant should
be recorded in the co	mpensation"
III. LAND USE	
•	sions. The land described in Section I n approximately the following manner.
	ny year to follow such a land-"use plan, appropriate adjustments will be made by" nent between the parties.
Irrigated	
1. Cropland	
a) Corn	118.5 Acres
b)Soybeans	0 Acres
c)Other	0 Acres
TOTAL ACRES 118.5	
decided on an annual	ams. The extent of participation in government programs will be discussed and basis. The course of action agreed upon should be placed in writing and be a. A copy of the course of action so agreed upon shall be made available to each
Table 1 of this section	. Additional agreements are:
	\$ 23,700.00
rent as follows:	The tenant agrees to pay cash
\$ 11,850.00 on or befo	ore15 day ofMarch (month) ore15 day ofDecember (month)
\$ 11,850.00 on or befo	ore15 day ofDecember (month)
\$ on or befor	re day of (month)
	re day of (month)
	en due, the tenant agrees to pay"
	t of unpaid rent at the rate of
a.∡a percent per annu	m from the due date until paid.
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# Lease Agreement

## IV. OPERATION AND MAINTENANCE OF FARM

In order to operate this farm efficiently and to maintain it "in a high state of productivity, the parties agree as follows:"

A. The tenant agrees:

1. General maintenance. To provide the labor necessary to maintain the farm and its improvements during the rental period in as good condition as it was at the beginning.

Normal wear and depreciation and damage from causes beyond the tenant's control are excepted.

- "2. Land use. Not to: a) plow pasture or meadowland,"
- "b) cut live trees for sale or personal use, or c)" pasture new seeding of legumes and grasses in the year they are seeded without consent of the landlord.

3. Noxious weeds. To use diligence to prevent noxi Treatment of the noxious weed infestation and cost	ous weeds from going to seed on the farm. thereof shall be handled as follows:

- 4. Addition of improvements. Not to: a) erect or permit to be erected on the farm any "non-removable structure or building, b) incur any" "expense to the landlord for such purposes, or c)" "add electrical wiring, plumbing, or heating to any" building without written consent of the landlord.
- 5. Conservation. Control soil erosion according to an approved conservation plan; keep in good "repair all terraces, open ditches, inlets and outlets" of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.
- 6. Damages. When leaving the farm, to pay the" landlord reasonable compensation for any damages to the farm for which the tenant is responsible." Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are excepted.
- 7. Costs of operation. To pay all costs of operation except those specifically referred to in Sections "IV, V-A-4, and V-B."
- B. The landlord agrees:
- 1. Loss replacement. To replace or repair as promptly as possible the dwelling or any other building or equipment regularly used by the tenant that maybe destroyed or damaged by fire, flood, or other" cause beyond the control of the tenant or to make rental adjustments in lieu of replacements.
- 2. Materials for repairs. To furnish all material needed for normal maintenance and repairs.

Skilled labor. To furnish any skilled labor tasks that the tenant is unable to perform satisfactorily.  Additional agreements regarding materials and labor are:

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# Lease Agreement

- 4. Reimbursement. To pay for materials purchased by the tenant for purposes of repair and maintenance in an amount not to exceed \$ "\_\_\_5,000\_\_\_\_\_\_ in any one year, except as otherwise" agreed upon. Reimbursement shall be made within \_30\_ days after the tenant submits the bill.
- 5. Removable improvements. Let the tenant make minor improvements of a temporary or removable "nature, which do not mar the condition or" "appearance of the farm, at the tenant's expense." The landlord further agrees to let the tenant remove such improvements even though they are legally fixtures at any time this lease is in effect or "within \_\_90\_\_\_ days thereafter, provided the" tenant leaves in good condition that part of the farm from which such improvements are removed. The tenant shall have no right to compensation for improvements that are not removed except as mutually agreed.
- 6. Compensation for crop expenses. To reimburse the tenant at the termination of this lease for field work done and for other crop costs incurred for crops to be harvested during the following year. "Unless otherwise agreed, current custom rates" for the operations involved will be used as a basis of the settlement.

#### C. Both agree:

- 1. Not to obligate other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be "responsible for debts or liabilities incurred, or for" damages caused by the other party.
- 2. "Rates for labor, power and machinery" contributed by the tenant shall be agreed upon before construction is started.
- 3. Mineral rights. Nothing in this lease shall confer upon the tenant any right to minerals underlying "said land, but same are hereby reserved by" the landlord together with the full right to enter "upon the premises and to bore, search, and" "excavate for same, to work and remove same," "and to deposit excavated rubbish, and with full" liberty to pass over said premises with vehicles and lay down and work any railroad track or "tracks, tanks, pipelines, power lines, and" structures as may be necessary or convenient for the above purpose. The landlord agrees to reimburse the tenant for any actual damage suffered for crops destroyed by these activities and to release the tenant from obligation to continue farming this property when development of mineral resources interferes materially with the tenant's opportunity to make a satisfactory return.

#### V. ARBITRATION OF DIFFERENCES

Any differences between the parties as to their several rights or obligations under this lease that are not settled by "mutual agreement after thorough discussion, shall be" submitted for arbitration to a committee of three "disinterested persons, one selected by each party hereto" and the third by the two thus selected. The committee's decision shall be accepted by both parties.

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Lease Agree	sment
Rolen K Tramsol on, Roylak	may Pres
(torrarity	
(landlord) Bonald & Bray	
Jogha Bray	
Benge & Bray	
STATE OF Naharaka	
STATE OF _Nebraska COUNTY OF Burt	-
"On this 28+ day of FebA.D. 20 0%, before r	ne, the"
"undersigned, a Notary Public in said State, personally an	npeared ," , and <u>George R. Bray</u>
to me"	9
"known to be the identical persons named in and who exe acknowledged that"	cuted the foregoing instrument, and
they executed the same as their voluntary act and deed.	
- Aubuly france)	GENERAL NOTARY-State of Nebraska KIMBERLY J. MUNDIL GENERAL My Comm. Exp. Sept. 11, 2011
Notary Public	
•	
STATE OF _California	•
COUNTY OFSan Mateo "On this _2 < _ day of £b, A.D. 20 0 %, before n	
"undersigned, a Notary Public in said State, personally ap	
to me"	, and
"known to be the identical persons named in and who exe	cuted the foregoing instrument, and
acknowledged that" they executed the same as their volume	itary act and deed.
Notary Public	STEVEN A. WAGNER COMM. #1590309
-	NOTARY PUBLIC - CALIFORNIA CAN MATEO COUNTY
	My Comm. Expires July 1, 2009
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