

THIS INDENTURE, made and entered into ^{offer} the 30th day of August, A. D. 19 85, by and between Harvey and Grace I. Damrow, husband & wife, party of the first part, and J&D Farms, Inc., party of the second part,

WITNESSETH: That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

See Attachment A, which is attached hereto and herein incorporated by reference. The legal description of the total land of Landlord in the tract related to this lease is Lots 23 and 24 NW 1-8-6. This includes buildings, land around buildings, both of which are being fully retained by Landlord, and the tract being leased by tenant hereunder. The land being leased by tenant is set forth on Attachment A, which also sets forth the acres being reserved to Landlord and which is not subject to this lease. The exact "tillable" acres in the total acres leased by tenant hereunder are set forth on Attachment A, and it is this "tillable" acreage that is subject to the minimum rent set forth herein. Lancaster and State of Nebraska, and containing see above acres, more or less, to have and to hold the same to the second party

from the 1st day of September, 19 85, to the 31st day of August, 2110*.

And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say: Seven percent (7%) of the gross receipts from farming or using said land, including, but not necessarily limited to, sale of agricultural products, land use rentals, sign rentals, or any other use that is legally within the zoning of said land, as it is from time to time zoned, including the right for second party to change said zoning from time to time; plus, an amount equal to existing sign rentals from said property. There is a minimum guarantee of One Hundred Dollars (\$100.00) per acre annually for the tillable acres as specified in Attachment A. The minimum rent to be paid \$50.00 on January 1 and \$50.00 on June 30 of each year. Percentage rents due shall be calculated 6/30, 9/30 and 12/31 each year and will be related to the minimum guarantee paid. If the percentage due exceeds the minimum paid, the amount due shall be paid in cash at that time. Tenant may make entry to drill well and prepare for next season as soon as land is clear, but in any event by November 1, 1985.

*With an option to renew for an additional twenty five (25) year period on the same terms and conditions. The option to be exercised by written notice to the first party at the specified written notice address at least nine (9) months prior to expiration of the base lease period.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted, and failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease. **Second party may put down one or more irrigation wells or dams on creek at no cost to

And it is further expressly understood and agreed between the parties hereto as follows: **First Party.

I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in a condition to plow.

II. The second party covenants to properly care for all growing crops in good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost to the party of the second part.

III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.

IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year, and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuance of this lease.

V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agent may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said material to said premises without charge.

VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof. And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce, or any part thereof, or if the same or any part thereof shall be claimed or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable, and the first party, by his legal representative, shall have the right to enter into said premises and take possession of said grain or produce, the same may be found, and remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering to cultivate the same and to preserve or protect the same until it shall be fit, and then harvest and gather or sell the same, or any part thereof, at private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.

VII. The first party reserves the right to plow the stubble ground when the second party may have out the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs. Material

VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent. Only buildings incidental to agricultural use are permitted, and taxes on are

IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution of distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.

X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written. Notice address may be changed in writing by certified mail or equivalent.

Landlord: RFD Tenant: Rt. 1 Box 90B
Roca, NE 68430 Roca, NE 68430

WITNESS FOR PARTY OF THE FIRST PART

STATE OF NEBRASKA
COUNTY OF LANCASTER

THE FOREGOING INSTRUMENT WAS SIGNED & ACKNOWLEDGED BY HARVEY DAMROW, GRACE DAMROW

AND J&D FARMS, INC. SECOND PARTY
WITNESS FOR PARTY OF THE SECOND PART

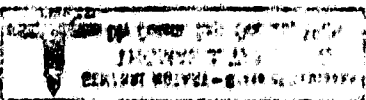
WITNESS FOR PARTY OF THE FIRST PART

Harvey Damrow
Grace I. Damrow
J&D Farms, Inc.

By: Jeff J. Shatkoski PRESIDENT

responsibility of party of Second Part. weeds & charge back to First Party if said cutting is reasonably necessary.

28292



XI. N.A.

XII. N.A.

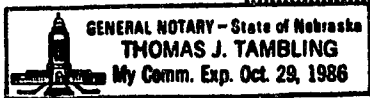
The above paragraphs are made a part of this lease.

STATE OF NEBRASKA LANCASTER COUNTY, ss.

On this 13th day of SEPTEMBER, A. D. 1985, before me personally appeared HARVEY C. DAMROW, GRACE I. DAMROW, & JEFF J. SHOTKOSKI

to me personally known to be the identical person^s named in and who executed the foregoing instrument, and acknowledged the execution of the same to be

their voluntary act and deed.



Thomas J. Tambling
Notary Public in and for said County.

My commission expires 10/29 1986

INDEXED
MICRO-FILED
GENERAL

\$10.50

Rud America mgmt
Services Inc
PO 80693 (01)

FARM LEASE

FROM

TO

Dated....., 19.....

Expires....., 19.....

TERMS OF PAYMENT

Huffman and Felton & Wolf, Walton, Mo. 63461

842

All of the NE $\frac{1}{4}$, except the east 605.0 feet of the west 947.0 feet of the north

360.0 feet in said Section 6.

Containing 157.21 acres, more or less.

11996

Lot 23 of Irregular Tracts in the NW $\frac{1}{4}$ Section 1, T8N, R6E.

November 1, 1966

A part of Lot 19 of Irregular Tracts in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 1, T8N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska and more particularly described by metes and bounds as follows:

Commencing at the southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence easterly along the south line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 37.2 feet to the point of beginning; thence northerly, on an angle of 92°08' left, a distance of 108.7 feet to a point of intersection with the easterly right-of-way line of the old U.S. Highway 77, said right-of-way line also being the east line of Lot 15 of Irregular Tracts in said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence northeasterly on a curved line, bearing to the right, whose initial tangent makes an angle of 2°48' to the right of the last described course, and whose radius is 1877.08 feet, to a point of intersection with a line drawn parallel with and 700.0 feet distant from the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence easterly, parallel with and 700.0 feet distant from north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, to a point located 400.0 feet west of the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence northerly, parallel with said east line, a distance of 150.0 feet; thence easterly, parallel with the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 360.0 feet to a point located 40.0 feet west of the said east line; thence northerly, parallel with and 40.0 feet distant from the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 550.0 feet to a point of intersection with the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence easterly along the said north line, a distance of 40.0 feet to the northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence southerly along the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the southeast corner thereof; thence westerly along the south line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the point of beginning.

Containing 20.44 acres, more or less.

1199

Lot 24 of Irregular Tracts in the NW $\frac{1}{4}$ Section 1, T8N, R6E.

November 3, 1966

A part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 1, T8N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska and more particularly described as follows:

CONTINUED ON PAGE 25

9-13-85
Hawey C. Damme
Grace C. Damme
Jeff D. Shottkusch

25292

Description
Number

Description

CONTINUED FROM PAGE 24

All of the said $SW\frac{1}{4} NW\frac{1}{4}$ except the following described tract:

Beginning at the southwest corner of said $SW\frac{1}{4} NW\frac{1}{4}$; thence northerly along the west line of said $SW\frac{1}{4} NW\frac{1}{4}$ to the northwest corner thereof; thence easterly along the north line of said $SW\frac{1}{4} NW\frac{1}{4}$ a distance of 37.2 feet; thence southerly on an angle of $87^{\circ}53'$ right, a distance of 496.6 feet; thence continuing southerly, on an angle of $01^{\circ}01'$ right, a distance of 629.3 feet; thence continuing southerly $01^{\circ}06'$ right, a distance of 179.0 feet, more or less, to a point on the south line of said $SW\frac{1}{4} NW\frac{1}{4}$; thence westerly along said south line, a distance of 68.1 feet to the point of beginning.

Containing 38.02 acres, more or less.

11998

Lot 25 of Irregular Tracts in the $SW\frac{1}{4}$ Section 1, T8N, R6E. November 3, 1966

A part of Lot 3 of Irregular Tracts in the $N\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}$ Section 1, T8N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska and more particularly described as follows:

All of the said $N\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}$ except the west 68.1 feet thereof.

Containing 38.64 acres, more or less.

11999

Lot 26 of Irregular Tracts in the $SW\frac{1}{4}$ Section 1, T8N, R6E. November 3, 1966

A part of Lot 4 of Irregular Tracts in the $S\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}$ Section 1, T8N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska and more particularly described as follows:

All of the said $S\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}$ except the west 68.1 feet thereof.

Containing 38.64 acres, more or less.

12000

Lot 27 of Irregular Tracts in the $SW\frac{1}{4}$ Section 1, T8N, R6E. November 3, 1966

A part of Lot 5 of Irregular Tracts in the $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$ Section 1, T8N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska and more particularly described as follows:

All of the said $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$ that lies easterly of the following described line:

Beginning at the point of intersection of the easterly right-of-way line of U.S. Highway 77 and the north line of said $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$, said point being 68.1 feet east of the northwest corner of said $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$; thence southerly along said right-of-way line, parallel with the west line of said $N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$, a distance of 149.5 feet; thence continuing southerly along said right-of-way line a distance of 1155.1 feet, more or less, to a point of intersection with the south line of said Section 1 said point being located 66.8 feet east of the southwest corner of said Section 1.

9-13-85
Harvey A. Darnall
Grace J. Darnall
Judy J. Shott
Shott

page 3 of 3
 "Attachment A" to
 a lease agreement effective
 August 30, 1955 between
 Harvey and Grace L. Dawson
 husband and wife, and F.W. Jones, Jr.

The retained property - i.e.
 property not leased - is that
 property East of the main road
 on the west side of the property and
 Highway 77; South of the road
 North of the house; West of a
 line running North and South
 along the East side of the Morton
 bog building and West and South
 of tract ① as shown hereon; and
 East of tract ② as shown hereon.
 Tracts ①, ②, ③ and ④ constitute the
 basic tillable acreage that a
 minimum rent is payable upon.
 Tracts ⑤, ⑥, ⑦ and ⑧ constitute
 the additional land which will be
 used to the best extent possible
 on a "if and when basis" and
 will be subject to the 75%
 of gross receipts as well
 the minimum rent tracts.
 Tract 8 is the drainage area
 area and the land on either
 width on each side which
 has not been farmed.



INDEXED
 MICRO-FILED
 GENERAL

LAND AND WATER

Don J. Jones
 REGISTER OF DEEDS

1965 OCT 21 AM 10:00

FILED - 100-200-100

INST. NO. 85 26292

IT
 6-723

#30 51

Mrs. M. Jones
 Mrs. M. Jones
 Box 20093
 61501