

Farm Lease

171104

Parties: This agreement made and entered this 4th day of Nov, 2017 between Clyde Eisenbeis, 2819 Hogan Dr., Bismarck, ND 58503 ... and Allen Eisenbeis, 2979 Mesquite Dr, Idaho Falls, ID 83404 ... and JoAnn Crabtree, 14507 SE 27th Cir, Vancouver, WA 98683 (hereinafter "Owners") ... and Jayme Boeshans of 330 County 19 N, Beulah, ND 58523 ... and Jerome Boeshans of 246 County 19 N, Beulah, ND 58523 (hereinafter "Tenants").

Lease: That the Owners in consideration of the agreement as set forth herein to be kept and performed by the Tenants, rents and leases with the freedom of operation necessary for efficient production and quiet environment for agricultural purposes, the following real estate located in the county of Mercer and the state of North Dakota, described as follows; cropland acres lying within

T146N R88W S34 NW1/4

Term: The term of this lease shall be for three (3) years, from 1 Jan 2018 to 31 Dec 2020, or the removal of the crop from the final year.

This lease may be terminated before the end of the agreement for the following reasons:

- By the Owners when the Tenants have used the premises for purposes other than agricultural production, or have failed to pay the agreed rent, or have violated any other provisions of this lease.
- By the Tenants when the Owners have failed to provide the Tenants with possession, use, and quiet enjoyment of the premises.
- By mutual agreement.

Rent: The tenants shall pay to the Owners as rental for the above described real estate a cash rent of \$45 base rent per acre, for 140 crop acres. The crop acres may increase to 150 crop acres depending on the condition of the soil. It shall be payable as follows:

- \$45 per acre payable before 1 Feb 2018
- \$45 per acre payable before 1 Feb 2019
- \$45 per acre payable before 1 Feb 2020

Government Payments: Any and all government payments which may be allocated to this land during the term of this lease, whether for participation in an agricultural program, or by way of relief from crop failure, disaster, or otherwise shall be the property of Tenants.

Tenant: Initial _____ Date _____
Owner: Initial _____ Date _____
Owner: Initial _____ Date _____

Tenant: Initial _____ Date _____
Owner: Initial _____ Date _____

Expenses: The Tenants shall be responsible for all expenses incurred in farming the above described property, including all seed, spray, fertilizer, and other expenses related to the farming of said property.

Owners' Security of Land: The Owners agree to lease this property with the understanding that the Tenants shall retain the productivity of the land, except for unavoidable erosion and normal depletion. The Tenants further agree:

- To prevent noxious weeds from growing to seed on the premises.
- To prevent injury to the land by livestock.
- Not to reassign this lease or sublet any part of the premises without the written consent of the Owners.
- To avoid all fire hazards.

Breach of Covenants in Default: It is agreed and understood that if the Tenants shall fail to comply with any of the other covenants and agreements, then in that event the Owners may immediately reenter and take possession of the above premises and at their discretion, seek any and all damages that Owners may be entitled to as a result of such breach. Further in the event of said breach, the Owners shall not be liable to the Tenants for a refund of any sums that may have been paid prior to the date of the breach, or of the cost of summer following.

Non-Liability of Owners for Damages: The Owners shall not be liable for liability or damage claims for personal injury incurred on any cause relating to the occupancy of the premises by the Tenants.

The Tenants shall indemnify the Owners from all liability, loss or other damage claims or obligations resulting from any injury or loss of this nature.

Hunting Rules: The Tenants shall take care of posting land and controlling hunting access.

Miscellaneous Provisions: This lease shall not be deemed to give rise to partnership, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities or damages caused by the other party.

Tenant: Initial _____ Date _____
Owner: Initial _____ Date _____
Owner: Initial _____ Date _____

Tenant: Initial _____ Date _____
Owner: Initial _____ Date _____

Binding on Heirs: The terms of this lease shall be binding upon the heirs, personal representatives, successors, and assigns of both Owners and Tenants in like manner as upon the original parties, except by mutual agreement.

Yielding Possession at the End of the Lease: The Tenants agree to yield possession of the property to the Owners after removal of the crop from the final year of the lease.

IN WITNESS WHEREOF, we affix our signatures and the dates below.

Jayme Boeshans, Tenant

Date

Jerome Boeshans, Tenant

Date

Clyde Eisenbeis, Owner

Date

Allen Eisenbeis, Owner

Date

JoAnn Crabtree, Owner

Date