

Received 12/1/18 w/ check for \$15,300.

FARM/RANCH LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2018, by and between Uttke Family Limited Partnership, of Spearfish, South Dakota 57783, party of the first part, and Ron and Lori Eagon, P.O. Box 10, Rhame, N.D. 58651, and Neyl and Dana Eagon, Marmarth, N.D. 58463, parties of the second part, WITNESSETH, that the said party of the first part for and in consideration of the rents and covenants hereinafter mentioned and to be paid and performed by the said parties of the second part, has Demised, Leased and Let, and by these presents does Demise, Lease and Let unto the said parties of the second part, the following described farm and ranch land now owned or leased located in Sections 10,11,12,13,14,15,22,23,24,25,26 and 27 including BLM and State lands which are a part of the operation (all in Bowman County) however, second parties obligations to pay these leases are in addition to the rents covered herein. CRP contracts in effect on any of the described property have been assigned to second parties by first party. Second parties agree to use farm and grazing practices which will not abuse the land and will comply with ASCS and SCS programs and the CRP contract now in effect and which does not allow any livestock on lands under CRP, and which preserves cropland areas. Also, second parties agree to continue development of irrigation potential and preservation of existing water rights. Weed control is the responsibility of the second party. Second party will provide labor and equipment and first party will provide chemicals. If weed control is by a commercial source, cost will be shared equally.

IT IS MUTUALLY UNDERSTOOD AND AGREED that second parties may reside on either farmstead on a regular basis and are entitled to at their option. It is further agreed the mobile home residence on Section 10 will be removed or demolished for salvage by second parties sometime in the first year of this lease, but the hookups for water, power and the septic system will be preserved. The attached addition to the mobile home will be retained by first parties and may be relocated with the assistance of second parties. First parties may also occupy the residence on Section 14 on limited occasion if not occupied by second parties who have agreed to maintain and preserve the house and all other farmstead structures and grounds.

The term of this lease is Four Years (Forty-Eight Months) from and after the 30th day of November, 2018 to November 30, 2022. The lease consideration the first year is \$30,600.00 annually, plus the amount received by second parties on the CRP acreage. Payments of the lease shall be by semi-annual payments of \$15,300.00 beginning on November 30, 2018. Each succeeding year the base will increase by an additional \$600.00 per annum (\$30,600 in year 1; \$31,200 in year 2; \$31,800 in year 3; \$32,400 in year 4), which will add proportionately to each semi-annual payment.

AND IT IS FURTHER AGREED, by and between the parties as follows: That should the said parties of the second part, their heirs, executors, administrators or assigns, fail to make the above mentioned payments as herein specified or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for the said party of the first part, its heirs, executors, administrators or assigns, to re-enter and take full and absolute possession of the above rented property and hold and enjoy the same fully and absolutely, without such re-entering working a forfeiture of the rents to be paid and the covenants to be performed by the said parties of the second part, their heirs, executors, administrators or assigns, for the full term of this lease.

Additional Provisions of this agreement:

1. First party reserves all hunting rights from this lease, excepting the immediate family of the second parties, for both personal and/or commercial hunting. Any hunting activities by first party will be after advising and notifying second parties.
2. This is a Four Year (48 month) lease, and there are no plans by either party to renew or continue the lease beyond that period. First party may pursue sale of the property during

the term of the lease, however, any sale would be subject to the lease. Second parties further agree to re-assign all leases (state and federal) to first party or their successor at the end of the lease term.

3. Second parties agree to cooperate with First party to allow showing of the property by first party or their agents, and to expedite a smooth transition to a buyer if a contract of sale is entered into.
4. The parties hereto may consider another lease, after the Four Year term, at mutually agreeable terms, but nothing in this lease shall entitle second parties to any holdover rights or compensatory rights from first party.

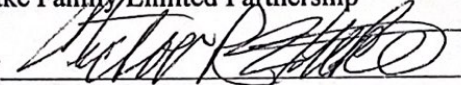
The said parties of the second part also covenant and agree to and with the said party of the first part, not to sublet the above rented property or any part hereof during the full term of this Lease, without first obtaining the consent of the said party of the first part their heirs, executors, administrators or assigns, thereto, and that they will at the expiration of the time as herein recited, quietly yield and surrender the aforesaid rented property to the said party of the first part, its heirs, executors, administrators or assigns, in as good condition and repairs as when they took them, reasonable wear and tear by them alone excepted.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands and seals this 21 day of Nov, A.D., 2018.



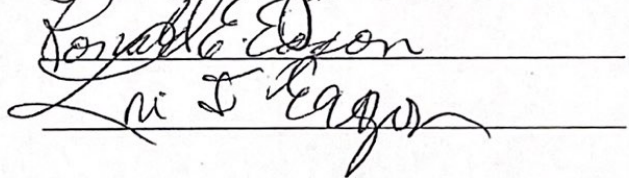
PARTIES OF THE FIRST PART:

Uttke Family Limited Partnership

By



PARTIES OF THE SECOND PARTY:

Pho-Ned/-701-206 021
Hon 701-279-681
LORI- 701-206-051