

ORIGINAL

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Fee: \$14.00 Credit Card Filed By: JK
CINDY PETERSON, Recorder
BEAVER COUNTY CORPORATION
For: MURPHY BROWN LLC

NOTICE OF LEASE

THIS NOTICE is made and entered into by and between the following Parties:

MURPHY-BROWN, LLC, a Delaware limited liability company, doing business as **SMITHFIELD HOG PRODUCTION**, with an address at 2822 Highway 24 West, Warsaw, NC 28398 (together with its successors and assigns, "**SHP**"), and

ROBERTS SWINE BARN ONE LLC, a Utah limited liability company with an address of P.O. Box 1780 Beaver, UT 84713 (together with all successors and assigns, "Contract Grower").

SHP and the Contract Grower are at times collectively referred to herein as the "**Parties**" or individually as a "**Party**."

Notice is hereby given that the foregoing Parties have entered into a Lease Agreement on October 25, 2018 for SHP to lease to Contract Grower and Contract Grower to lease from SHP, real property and improvements located in Beaver County, Utah:

Parcel 1: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 10 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°57'31"W, ALONG THE EAST-WEST CENTER SECTION LINE, 377.24 FEET TO THE POINT OF BEGINNING; THENCE S00°01'23"E, 1,316.74 FEET; THENCE S89°57'31"W, 1,984.90 FEET; THENCE N00°01'23"W, 1,316.74 FEET TO A POINT LOCATED ON SAID EAST-WEST CENTER SECTION LINE; THENCE N89°57'31"E, ALONG SAID LINE, 1,984.90 FEET TO THE POINT OF BEGINNING. CONTAINING 60.00 ACRES. (A Portion of Parcel 2-6-2)

This Lease shall commence on the Effective Date and continue therefrom for an initial term of FIFTY (50) years (the "Initial Term"). Either Party may terminate at the end of the Initial Term by providing the other Party with written notice of termination at least one (1) year prior to termination. At the conclusion of the Initial Term, this Agreement shall automatically renew for five (5) renewal terms of ten (10) years (the "Renewal Term"). Either Party may terminate a Renewal Term by providing the other Party with written notice of termination at least one (1) year prior to the conclusion of a Renewal Term. Unless earlier terminated, this Agreement shall terminate at the conclusion of the Initial Term and the five (5) Renewal Terms.

IN WITNESS WHEREOF, the Parties have executed this Notice of Lease this _____ day of _____, 2018.

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MURPHY-BROWN LLC,
dba SMITHFIELD HOG
PRODUCTION

By: [Signature]
JIM WEBB, Director EHS-Public Affairs

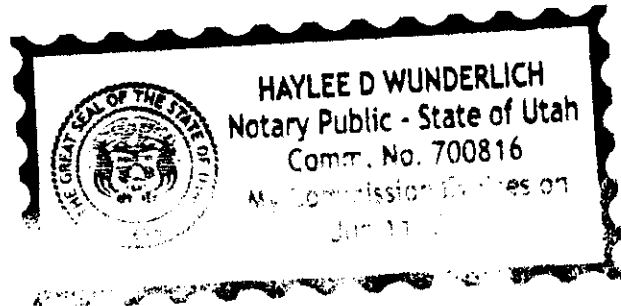
ROBERTS SWINE BARN ONE LLC

By: [Signature]
Name: DON GORDON ROBERTS, Manager

By: [Signature]
Name: DEBRA ROBERTS, Manager

STATE OF UTAH)
 : ss.
COUNTY OF BEAVER)

On the 25th day of Oct, 2018, personally appeared before me DON GORDON ROBERTS and DEBRA ROBERTS, as members of ROBERTS SWINE BARN ONE LLC, who, being first duly sworn, did say that they signed the foregoing instrument, and duly acknowledged that they executed the same, on behalf of ROBERTS SWINE BARN ONE LLC and that ROBERTS SWINE BARN ONE LLC executed the same.



[Signature]
Notary Public

ORIGINAL

STATE OF UTAH)
 : ss.
COUNTY OF BEAVER)

On the 25th day of Oct, 2018, personally appeared before me JIM WEBB, who, being first duly sworn, did say that he signed the foregoing notice of lease, and duly acknowledged that he executed the same, under authority, on behalf of Smithfield Hog Production, and that Smithfield Hog Production executed the same.

Haylee D Wunderlich
Notary Public

