

Farm Lease

This Indenture, Made on **November 17, 2022** by and between Norma J Shaw Rev Trust,
Lessor and _____ Lessee, address: _____,

WITNESSETH: That the Lessor, in consideration of the rent and covenants herein specified, does hereby let and lease to the Lessee, the following property, to-wit:

104.8 Taxable Acres in Section 35, Township 67, Range 41 all in Atchison County, MO

with appurtenances thereunto, for a term commencing the 1st day of March 2023, and ending on upon removal of the growing crops for the last year of the lease but in any case, no later than the 31st day of December 2023. Said Lessee does hereby hire said premises for the term aforesaid, and agrees with the said Lessor, its heirs and assigns, in consideration therefore, that he will and does hereby bind and obligate his heirs and assigns as follows, to-wit: To cultivate in good and proper manner all of tillable land on said premises; to allow no waste of fencing and timber, nor damage to any building thereon, natural wear and tear or damage by the elements excepted; to take good care of the growing trees thereon of all kinds, and protect them from livestock; to carefully protect said premises from danger by fire by plowing and burning when necessary; to not sublet said premises or any part thereof, nor assign this lease in any manner whatsoever, without the written consent of Lessor, to not remove, nor allow anyone else to enter upon and remove from said premises, during the term of this lease, any part or portion of fences, buildings, fruit or other trees, shrubbery, machinery, implements or any improvements of any kind or nature whatever, which were upon the premises at the beginning of this lease, or which may be placed thereon during said term by Lessor or its authorized agent, and in case of such waste or removal of such improvements to at once give on demand of said Lessor full and peaceable possession of said premises; and to pay to Lessor the full value of all improvements thus taken from or damaged upon said premises; to keep said premises and all improvements thereon in good repair without expense to Lessor; to yield and deliver up said premises at the expiration of this lease, in like condition as when received, together with all improvements that may be added thereto during said lease by the Lessor or its authorized agent, reasonable use and wear thereof or damage by the elements excepted; to peacefully surrender said premises before the expiration of this lease on demand of Lessor, should default be made in the payment of any rent when due, a lien on the crops grown to be retained by Lessor as security for the fulfillment of this contract and such crops not to be removed from the land until such rents are paid according to the terms hereof; and to pay to the Lessor part all reasonable damages sustained by any such default. **Specifically, if Lessee fails to make payments as agreed in this contract within five days of the due date, the Lessor shall have the right to declare this contract null and void, and rent the herein described property to someone else. In the event that this occurs, Lessee agrees to reimburse the Lessor for any costs associated with such re-leasing, including any losses incurred if the subsequent lease rate is less than the lease rate agreed to herein and further, Lessee agrees to pay any costs of collection in the event that a court action is required to collect said sum and further, Lessee do hereby personally guarantee that the above sums will be paid to the Lessor.**

Said Lessee hereby agrees to pay to the Lessor, or it authorized agent, the following rental fee, to-wit:

Checks payable and mailed to: **Barnes Realty 18156 Highway 59 Mound City, MO 64470**

10% due upon signing of this Lease: \$ _____

90% due March 1, 2023: \$ _____

This rental fee was based upon an FSA tillable acreage of **105.33** acres times an annual rental rate of \$ _____ per acre to arrive at the above total.

Lessee agrees to fertilize all land planted to corn to a minimum of 100-50-50, **to farm the land in compliance with the soil loss provisions of the current government farm programs, and to hold Lessor harmless from any claims or damages resulting from the Lessee's failure to comply with said regulations. Specifically, Lessee agrees to no-till (or minimum till, if allowed by the FSA) the property.**

And the Lessor makes the following reservation, to-wit:

Hunting Rights retained by the Lessor. Motor vehicles will not be permitted on the premises on a hunting lease during inclement times or at a time that would create ruts, or hardship for the Lessee.

Pursuant to this Agreement, Barnes Realty, Broker will be acting in the capacity of Landowner's Agent, with the duties and obligations of a Landowner's Agent under Missouri law. The Landowner's Agent represents the Landowner only, so the Lessee may be unrepresented.

IN WITNESS WHEREOF, the said parties have hereunto, and to a Duplicate copy hereof, set their hands and seals, this, the day and year first above written.

Lessor

Lessee

Lessor

Lessee