FARM LEASE

This lease, entered into effective this 20th day of March, 2018, by and between **CLAUDE COX & SONS, INC., A MISSOURI CORPORATION,** of Bethany, Harrison County, Missouri, **Lessor**, and _____

_____,

of _____, _____ County, _____, **Lessee(s),**

WITNESSETH:

1. The Lessor hereby leases and demises unto the Lessee(s) a portion of the farm totaling approximately 273 tillable acres, more or less, without the buildings thereon situated in the County of Harrison, State of Missouri, described as follows:

> U. S. D. A. Farm No. 6403 of Claude Cox & Sons, Inc., Fields 22, 23, 35, 36, 37, 38, 39, 40, 41 and 79 according to the A. S. C. S. farm map.
>
> Lying in Section 5 and 6 of Township 62 North, Range 28; All in Harrison County, Missouri.

To hold the same to Lessee(s) for a term commencing this date, and expiring December 31, 2020 without further notice to Lessee(s).

2. In consideration of such demise, and as rental for said premises, the Lessees covenant and agree to furnish all necessary tools, equipment, utensils and labor, and to operate and maintain the farm in a husbandman-like manner on the terms hereinafter set out.

3. The Lessees for this lease shall pay as rent the total sum of $_____

_____, ($_____) per acre, per year, payable on March 20, 2018 for crop year 2018 and on March 1, 2019 and March 1, 2020.

4. No portion of the premises which is presently in pasture or hay shall be converted to

row crop production.

5. The Lessee(s) further covenant(s) and agree(s):

A. That Lessor shall have as security for all rent, and full performance of all other covenants or obligations due hereunder, a landlord's lien on all crops grown on the demised premises as provided by Section 441.280, RSMo.. Lessee(s) covenant(s) that he/she/they will execute all documents necessary or convenient to permit perfection of this landlord's lien so that it will have priority over all other security interests in favor of any other party.

B. To use the premises for agricultural purposes only.

C. To till all of the tillable land in a husbandman-like manner.

D. To harvest and remove all crops in due season.

E. To commit no waste or damage on the said premises and to permit none to be done.

F. To cut no live trees without written consent of Lessor.

G. To retain possession of the premises during the term hereof and not to assign or sublet all or any portion thereof without the Lessor's written consent.

H. That Lessor or its agents or designees shall have the right to enter the demised premises at any reasonable time to view the same or to make repairs or improvements. Lessor or its agents and/or employees shall have unrestricted access to all portions of the premises not used for row-crop production. Lessor and its guests or permitees shall have unrestricted access to all portions of the premises not used for row-crop production. Lessor shall further have the sole right to grant permission to any party to hunt game of any kind or description on the demised premises

and, in its sole and absolute discretion, to receive any fee or payment for said privilege, if granted.

I. To surrender said premises at the expiration of the term of this lease, or upon cancellation thereof as herein provided, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.

J. That no portion of the crops grown on the demised premises shall be removed therefrom until Lessor has been fully paid for all amounts due hereunder.

K. To apply sufficient fertilizer and lime to the demised premises to maintain the soil fertility at a rate not less than that existing at the time of making this lease. Lessor shall supply to Lessee(s) current soil fertility tests for the property prior to the application of fertilizer by Lessee(s) in 2018. Thereafter, on or before December 1, 2020, Lessee(s) shall obtain soil fertility tests on the demised premises at his/her/their sole expense and provide Lessor a copy of the soil fertility report when received. In the event the soil fertility as demonstrated by said report shall be less than that at the time of execution of this lease, Lessee, shall cause to be applied, or shall make arrangement suitable to Lessor for the application, to said land sufficient fertilizer to raise the fertility of the soil to that fertility existing at the time of execution of this lease agreement. Lessee('s)(s') failure to provide the soil tests required by this sub-section and to thereafter apply, or make arrangements suitable to Lessor to apply, sufficient fertilizer and lime to the demised premises necessary to increase the fertility of the soil to that fertility level existing at the time of execution of this agreement shall result in the immediate termination of this lease agreement and any interest of Lessee(s) therein without further notice to Lessee(s).

L. To respect the borders of all property enrolled in the Conservation Reserve Program (CRP Program) of the U. S. Department of Agriculture and not to plow or otherwise disturb any part of the lands enrolled in said CRP program.

M. To maintain the demised premises in full compliance with all Soil Conservation Service plans and programs for the demised property, or any portion thereof. Lessee(s) further agree(s) to maintain all field terraces and tile outlets in any field and to repair any damage to same to Lessor's satisfaction as soon as reasonably practicable after notice of said damage is given by Lessor to Lessee(s).

N. To permit Lessor to access the described property to maintain, at its sole expense, any erosion control borders and to bale hay thereon.

O. To maintain a policy of farm liability insurance naming Lessor as additional insureds all at no cost to Lessor, insuring against any loss, cost, claim or expense arising from, or in any way connected with, Lessee('s)(s') use and/or operation of the premises.

6. The Lessor expressly covenants that:

A. The Lessee(s) observing and performing the several covenants and stipulations herein on their part, shall peacefully hold and enjoy the tillable portion of said premises during said term without interruption by the Lessor, or any person rightfully claiming under it, except as herein provided.

B. All ASCS and other farm program payments of any kind or description for the tillable land hereby demised shall be transferred, assigned and set over to Lessees.

C. To pay all real estate taxes on the described premises.

8. This agreement has been drawn and executed under the laws of the State of Missouri and any construction or interpretation hereof shall be in accordance with the statutes and case law of the State of Missouri.

9. Any sums not paid when due hereunder shall bear interest from the due date until fully paid at the rate of Ten percent (10%) per annum.

10. In the event of any default by Lessee(s) in the performance of any covenant or obligation herein contained, except as to the payment of rent, Lessor shall give Lessee(s) written notice of the default. Lessee(s) shall thereafter have five (5) days in which to remedy said default or Lessor may remedy the default and Lessee(s) shall immediately pay to Lessor the cost of remedying such default.

11. In the event of any default by Lessee(s) in the performance of any payment, covenant or obligation herein contained, Lessor, in addition to all other sums due hereunder, shall recover from Lessees all attorneys fees and litigation expenses paid or incurred in collecting any such amount or enforcing any such obligation.

12. Any notice to be given to Lessor shall be given by personal service to Lessor or its agents, or by mailing same by certified mail, postage fully prepaid, to Lessor at 18665 W. 347th St., Bethany, MO 64424 and 33748 W. U. S. Highway 69, Bethany, MO 64424. Any notice to be given to Lessee(s) shall be given by personal service to Lessee(s) of his/her/their agents, or by mailing same by certified mail, postage fully prepaid, to Lessee(s) at: _____

_____

_____.

13. In the event of disagreement between the parties, the parties agree that the Circuit Court of Harrison County, Missouri, shall have the exclusive jurisdiction to hear and decide any dispute between the parties. Further, both Lessor and Lessee(s) waive their right to a trial by jury on any such issue as well as their right to seek a change of venue of any such action.

14. This lease shall be binding upon the heirs, executors, administrators and the assigns of the parties, if assignment is permitted.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures the day and year first above written.

_____

CLAUDE COX & SONS, INC. - BY
BRYAN COX -LESSOR

_____

CLAUDE COX & SONS, INC. BY
GLENNDALE COX - LESSOR

_____

_____ - LESSEE

_____

_____ - LESSEE