

## Farm Rental Lease

This Lease entered into this 18<sup>th</sup> day of December, 2023, by and between Epperson Family Farms, his wife, And Dennis & Ruth Force Trust, his wife, of Audrain County, Missouri, hereinafter referred to as Lessor and Epperson Family Farms hereinafter referred to as Lessee.

Witnesseth:

1. The Lessor hereby leases unto the Lessee to occupy and use for agricultural and related purposes the real estate described as consisting of approximately 171.7 acres with improvements thereon except as follows:

Total Rent: \$30,906.00

2. The term of this Lease shall commence on Jan. 1, 2024, and shall expire on Dec. 31, 2026. This land will be leased on a Cash Rent #180/AC basis. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either part at least by September 1, prior to the expiration of this Lease or the end of any renewal term thereof.
3. The Lessee covenants and agrees to pay 25% of cash rent on the first of March for that crop year. The balance of 75% will be payable the following December 1st.
4. Any amendments and alterations to this Lease shall be in writing and shall be signed both by Lessor and Lessee.
5. The parties agree and understand that this Lease shall not be deemed to be or intended to give rise to a partnership relationship.
6. If the Lessor should sell or otherwise transfer title to the farm, he will do so subject to the provisions of this Lease.
7. The Lessor reserves the right to enter the farm at any reasonable time to:
  - a. Consult with the Lessee;
  - b. Make repairs, improvements and inspections; and
  - c. After notice of termination of the Lease is given, to plow, seed, fertilize and do any other customary seasonal work, none of which, however, shall interfere with the Lessee in carrying out the Lessee's farm operations.

8. The Lessor does not convey to the Lessee the right to sublease any part of the farm or to assign the Lease to any person or persons whomsoever.
9. Lessor and Lessee may participate in government programs. In the event they so elect to participate, then in that event, any benefits received as a result of participation in the program, shall be paid to Lessee.
10. The Lessee agrees not to plow permanent pastures or waterways; or cut live trees for sale or personal use.
11. Lessee will control soil erosion as completely as practicable and will keep in good repair all terraces and open ditches, preserve all established water courses or ditches, including grass waterways when seeded by the Lessor, and refrain from any operation or practice which will injure them. Lessee will control brush and mow road ditches.
12. All costs and expenses whatsoever incurred by the Lessee in the farming operation shall be paid by it. Lessor shall in no way be responsible for the debts of, or liable for any accidents or damages caused by Lessee while in possession of said property.
13. In the event this Lease is terminated at the end of any year by Lessor, as herein provided, Lessor shall pay Lessee for fall plowing and sowing done prior to notice of terminations, and for which, due to cancellation of this Lease, Lessee shall receive no benefit, at the then current applicable rate as published by the University of Missouri.

Also in the event that Landowner elects to terminate this Agreement at the end of the initial term or a renewal term, and has an acceptable bona fide offer to lease the premises to a third party, Landowner shall provide notice of the offer to Tenant, and Tenant shall have (10) business days to provide Landowner with written notice of its intent to enter into a formal agreement for the lease of the premises on the same terms and conditions as presented by Landowner to Tenant. In the event that Tenant does not exercise its right of first or last refusal with the ten (10) business day period, Landowner may proceed with such lease to a third party and Tenant shall have no further right to the premises, except for the right of Tenant to tend and harvest growing crops as hereinbefore provided.

Should Landowner decide to sell his property at the end of the Lease, Tenant requests that the Tenant be given last chance to meet the bona fide highest bid for the purchase of said property.

This Lease shall be binding upon the heirs, personal representatives and successors of the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year first above written.

LESSOR

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LESSEE

Josh M. Epperson  
Kyle Epperson