

FARM LEASE

**First National Bank
Hutchinson, Kansas**

Seymour Heirs Ranch

to

Keast Bros Farms / Scott Keast

Effective

From: March 1, 2021

To: February 28, 2022

EXTENSION

This lease extended from
March 1, 2022 to February 28, 2023

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

EXTENSION

This lease extended from
March 1, 2025 to February 28, 2026

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

EXTENSION

This lease extended from
March 1, 2023 to February 29, 2024

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

EXTENSION

This lease extended from
March 1, 2026 to February 28, 2027

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

EXTENSION

This lease extended from
March 1, 2024 to February 28, 2025

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

EXTENSION

This lease extended from
March 1, 2027 to February 29, 2028

Dated: _____
Seymour Heirs Ranch

By _____

Tenant

FARM LEASE

THIS LEASE, made this 1st day of January, 2021, between Charles S. Wilson & Annette M. Wilson Trust, Crosby Stevens Trust A, Derek Triesenberg, Twibell Family Trust, and Daniel S. Welchons Trust, FIRST NATIONAL BANK, Agent, party of the first part, and Keast Bros Farms / Scott Keast, party of the second part,

WITNESSETH, that the party of the first part does hereby lease unto the said party of the second part, the following described property:

All 27-21-18, All 34-21-18, All 35-21-18, W/2 & NE/4 28-21-18, N/2 2-22-18, NW/4 22-21-19, Pawnee County, Kansas

for a term beginning on the 1st day of March, 2021, and ending on the 28th day of February, 2022.

Said party of the second part covenants and agrees:

- 1st. To cultivate in a good, careful and proper manner all of the tillable land on said premises, and to allow no waste.
- 2nd. To not remove, or allow any other person to remove any improvements of any kind from said premises, and to keep said premises and every part thereof in good repair without expense to the party of the first part.
- 3rd. To pay to the party of the first part, his/her/their heirs and assigns; for the use and occupation of said premises 1/3 (one-third) of all crops raised on said farm during the term of the lease. \$ 11,625.00 (335 acres @ \$15 per acre, \$5,025.00 annually; House Rent of \$550.00 per month, \$6,600.00 annually) cash rent to be paid annually November 1st for use of: Pasture & House Rent; see item #8.
- 4th. To thresh out and deliver the lessor's share of all crops, without waste, free of all expense, at elevators at NA or as may be agreed by both parties at the time of harvest.
- 5th. Upon prior approval, the cost of all fertilizer, herbicide, pesticide, lime and the following additional crop inputs NA to be divided as the crop is divided. Party of the first part will not cover any expense for herbicides applied as part of a burn down or summer fallow program.
- 6th. TO GIVE FIRST PARTY, OR HIS AGENTS, NOTICE OF THE DATE OF HARVEST AND A FINAL HARVEST REPORT WITHIN THREE DAYS AFTER COMPLETION.
- 7th. This farm to be kept in compliance with all wheat, feed grain, barley or other government programs. Price support and diverted acreage payment to be divided according to crop share. Tenant to accurately measure and certify the crops for such government programs. Because Tenant is in control of such measurement and certification, Tenant agrees to hold First Party harmless and to reimburse First Party for any penalty, interest and repayment caused by inaccuracies in such measurement and certification.
- 8th. The crops and/or crop residues are not to be pastured without written permission of the party of the first part and in event permission is granted, then party of the first part is to receive the rent share of same. That the crops and/or crop residues on said land shall not be over-pastured so as to injure the lands or crops.
- 9th. Party of the first part is to have possession, on March 1, 2022, of any ground not planted to crop, if possession is desired. All volunteer crops shall be the property of party of first part.
- 10th. Party of second part further agrees that he will not assign, sublet nor in any manner, directly or indirectly, deliver or assign any of his rights under this lease, or any part thereof, to another, without the written consent of the lessor.
- 11th. First party reserves the right to itself, its agents, employees, or assigns, to enter upon the leased premises at any time for purposes (a) of consultation with the tenants; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations; and (e) of any other purpose incidental to the management of the property.
- 12th. This lease is made subject to a sale of the premises, and in case of a sale, the purchaser desiring possession, the lessee or purchaser will be entitled to possession these terms: Where the land is rented for a money rental, by returning to the lessee a sum in proportion to the whole as shall equal the unexpired time of the term; and where land is rented for grain rent, the amount to be paid for possession will be estimated by three men, one to be chosen by the lessor, one by the lessee, and the third by these two.
- 13th. The party of the second part agrees that at the expiration of this lease he will peaceably surrender and give up the possession of the premises and improvements thereon, and that there shall be no extension, renewal, or hold over tenancy created, except by an agreement in writing, signed by the parties hereto, but if by agreement, lessee puts out any crop which cannot mature during the term of this lease, then lessee shall have a right at the expiration of the term of this lease to retain the possession of that portion of the premises necessary for the purpose of removing the crop planted during the term, but maturing afterwards. Lessee agrees he will not interfere with the rights of the lessor, any tenant, or person claiming under the lessor.
- 14th. No stubble is to be burned from the ground and in the event of soil blowing, party of the second part is to take care of blowing promptly and at his own expense.
- 15th. Party of the second part hereby expressly waives notice of termination of this lease and demand for possession.
- 16th. It is also agreed that in the event of any noxious weeds, party of the first part, by giving prior approval, will furnish materials for spot treatment and party of second part will apply said materials for control. In the event that more than half of the acreage in a particular parcel is treated, upon prior approval, all herbicide and application expenses to be divided the same as the crop share.
- 17th. That this lease is made subject to any oil or gas or other mineral lease that now exists or may be placed on said premises during the term of this lease, and party of the first part reserves sufficient of the surface to conduct oil and gas and other mineral exploration and producing operations, together with the right of ingress and egress for carrying on said operations.
- 18th. If the Tenant, or Tenant's executors, administrators, and assigns shall fail to keep and perform any of the covenants, agreements, and conditions on Tenant's part to be kept and performed under the terms of this lease agreement, or shall fail to deliver the share of crops as stated above to Landlord, then the Landlord may enter the property and possess the property as if this lease agreement had not been made. On such re-entry, this lease agreement and everything to be done and performed by Landlord shall cease and terminate, without prejudice, to the rights of Landlord to recover from Tenant all damages caused by the default of Tenant in the performance of any of the covenants, agreements, and conditions of this lease agreement to be performed by Tenant, or caused by the negligence of Tenant, or Tenant's employees.
- 19th. Hunting is not allowed on the property with the exception of the party of the first part, the occupying tenant and their immediate family.

FIRST NATIONAL BANK, AGENT FOR

Charles S. Wilson & Annette M. Wilson Trust, Crosby Stevens Trust A, Derek Triesenberg, Twibell Family Trust and Daniel S. Welchons Trust

By

Party of the First Part

Party of the Second Part