



McBee Family Farms Lease

Date and names of parties-

This lease is entered into on:

(Date): 5/16/23 between:

(Landowner): RYAN SCHMIDT located at:

(Address) 48451 CLUB DR. (City) MILAN (State) MO (Zip) 63556
and McBee Family Farms.

The parties to this lease agree to the following provisions. Description of land-

The owner rents and leases to the operator to occupy and use, the following real estate located in the County of: MERCER and the state of: MISSOURI as follows:

(Location of Land): BADGER ST. AND CANNON AVE
CAINSVILLE, MO 64632

Length of Tenure-

Starting Date: May 2023

Length of Lease: 5 years

Lease Termination: 12/31/2027

Payment Due Date-

December 1st 100%

Extension of Term-

This lease shall continue for another 5 years after the initial term unless written notice to terminate is given by either party to the other at least 6 months before the beginning of the next lease term.

Amendments and Alterations-

To this lease may be made in writing, attached to the end of this form, at any time by mutual agreement. If the parties fail to agree on the proposed alterations, the existing provisions of the lease shall control operations.



MCBEE
FARM &
CATTLE
CO

Section - Cash Rent

Cash Rent

The Operator agrees to pay to the Landowner or the Landowner's Agent in cash rent:

For Tillable Acreage

Yr 1: 40	(Acres)	a price of	Crop shr	(Per acre) totaling:	TBD
Yr 2: 40	(Acres)	a price of	\$165	(Per acre) totaling:	TBD
Yr 3: 40	(Acres)	a price of	\$165	(Per acre) totaling:	TBD
Yr 4: 40	(Acres)	a price of	\$165	(Per acre) totaling:	TBD
Yr 5: 40	(Acres)	a price of	\$165	(Per acre) totaling:	TBD

Section - Investments and Expenses

The Owner and Operator each agree to furnish the investment items and pay the shares of expenses as agreed upon listed below in such quantities and amounts as to permit the most efficient and profitable uses of resources of both parties.

	Operator Share - %	Owner Share - %
Improvements: Tile, Fence, Culverts, Bridges, Etc		100%
Labor: General Farm Maintenance	100%	
Mowing: Roadsides	100%	
Plant Nutrition: Fertilizers/Lime	100%	



Section – Operator's Duties

The operator further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

Activities Required

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate all soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
4. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
5. To keep open ditches, tile drainages, tile outlets, grass waterways, and terraces in good repair.
6. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
7. To keep the buildings, fences, and other improvements in as good repair and condition as they are when he/she took possession or in as good repair and condition as they may be put by the Owner during the term of the lease—ordinary wear, loss by fire, or unavoidable destruction excepted.
8. To take proper care of all trees, vines, and shrubs – and to prevent injury to the same.
9. To keep the farmstead neat and orderly.
10. To prevent all unnecessary waste, loss, or damage to the property or Owner.
11. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state.



Section Continued

12. To practice fire prevention, follow safety rules, and abide by the restrictions in the Owner's insurance contracts.

13. To use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas.

Activites Restricted

The Operator further agrees, unless written consent of the Owner has been obtained:

- Not to plow permanent pasture or meadowland.

Additional Comments: 1st year of the lease will be 2/3 operator 1/3 owner crop share.

Improvements will be made to the farm 1st year of the lease, the cost of which will come out of the
owner's 1/3 crop share. Years 2-5 of the lease will have a rate of \$165/acre based on the tillable
acreage determined after the first year in production.



Section – Management Procedures

The Operator and Owner agree that they will observe the following provisions:

Acreage Breakdown – Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows:

Total Acreage: 40

Total Tillable: TBD 28

Acres for Homestead/Pasture: 0

Management Participation

The Owner specifically desires not to be materially participating in management of this property and the farm use of it. As evidence of this intent, all substantial final management decisions shall be made by the Operator except as specifically noted in other clauses of this lease.

Operator shall have the first right of refusal to match any new WRITTEN lease offer presented to Owner at the completion of the current lease. This must be presented to the Operator in writing at which time the Operator shall have 30 days to let Owner know if he is willing to match the written offer. This lease shall also act as a first right of refusal to purchase said property if Owner decides to sell the property during the term of this lease. Owner shall present Operator any WRITTEN offers in writing and Operator shall have 30 days to respond to match purchase offer.



Section Continued

Business and Accounting Procedures

Although this agreement recognizes that in many instances it will be expeditious and appropriate for the Operator to act as a spokesperson for the Owner in dealing with suppliers and outside contractors, it is not intended that the Operator is to have a general power of agency for the Owner.

The two parties shall agree on all improvements or cost share items that may be involved. All costs and project budgets are to be agreed upon before any work is to commence. Owner's financial obligation will be billed on a separate account. After the work has begun, the Owner will have the Operator oversee the project and make sure all work is completed to satisfaction.

Termination upon Default

If either party fails to carry out the terms of this lease in due and proper time, a written notice must be served to allow party the opportunity to rectify default. If default is not cured within 30 days, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date within 45 days from the date of such notice. Settlement shall be made in accordance with any reimbursement agreements and any amendments to this lease.

Termination by Operator

In the event the operator goes out of business, the lease is automatically terminated and no further funds are owed for future years.



The Owner and Operator agree to the following provisions:

Owner's Right of Entry

The Owner reserves the right personally or by the agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work to make repairs or improvements thereon, to care for and dispose of the Owner's share of crops, to develop mineral resources, or, after notice of termination has been given and following severance of crops, to plow and prepare a seed bed, make seedlings, glean corn, apply fertilizers, and any other operation necessary to good farming by the succeeding operation. These operations are not to interfere with the Operator in carrying out the regular farming operations. As feasibly as possible, all operations will be done outside the growing season to minimize any disruption to the Operator.

Extent of Agreement

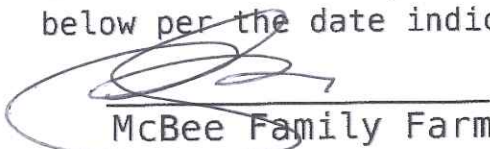
The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both the Owner and Operator in like manner as upon the original parties.

If the Owner should sell or otherwise transfer title to this farm, Owner will do so subject to the provisions of this lease.

Operator Liability

The Operator takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risks of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile and other improvements.

IN WITNESS THEREOF, the parties have signed this agreement as indicated below per the date indicated on Page 1:


McBee Family Farms

(Operator)

103 Industrial Pkwy
Gallatin, MO 64640


(Owner)

McBee Family Farms Lease Amendment

- Page 5: First Right of Refusal, operator shall have 24hrs (in lieu of 30 days) to respond to match the purchase offer.
- Page 6: It was agreed that to prepare the land for planting 2023 season a burn barrier strip was tilled around the field perimeter and a controlled burn by was executed by two farm managers. The cost of this will be deducted from the landowner's 1/3 of crop share first year of the lease.
- Years 2-5 will be based on tillable acres (estimated to be 28 acres) at \$165/acre.

By signing this amendment, both parties agree to the terms and conditions.



Ryan Schmidt

Landowner



Steve McBee

Operator