

CASH FARM LEASE II

This lease entered into this 31st day of December, 2025, between GORDON COHEN TRUST, FIRST BANK, TRUSTEE, of 11901 Olive Blvd, Creve Coeur, MO 63141 [REDACTED] whose address is [REDACTED] farming [REDACTED] acres.

I. PROPERTY DESCRIPTION

The landlord hereby leases to the tenant, to occupy and use for agriculture and related purposes, the following described property: **Kingshighway MO/IL Island (1 mile east of St. Mary Missouri) SUR A-B-C T. 17-R, 7-8w**

Consisting of a total of approximately 945 tillable acres (994.16 total deeded acres) situated in St. Genevieve County (Missouri) and Randolph County (Illinois) with all improvements thereon.

II. GENERAL TERMS OF LEASE

A. Time period covered. The provisions of this agreement shall be in effect for 16 year(s) commencing on the 1st day of January 2013 and terminating on the 31st day of December 2031.

B. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

C. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation.

D. Transfer of property. If the landlord should sell or otherwise transfer title to the farm such action will be done subject to the provisions of this lease.

E. Sale of Land. Should the landlord decide to sell said property, the landlord will notify the farmer in writing at least 12 weeks prior to listing the property for sale. This in no way establishes a first right of refusal or option to purchase. This merely assists the farmers in planning for the upcoming year.

F. Right of entry. The landlord, as well as agents and employees of the landlord, reserve the right to enter the farm at any reasonable time to (a) consult with the tenant; (b) make repairs, improvements, and inspections; and (c) (after notice of termination of the lease is given) do tilling, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the tenant in carrying out regular operations.

G. No right to sublease. The landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.

H. Binding on heirs. The provisions of this lease, shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement.

I. Hiring of New Farmer. The landlord agrees that the 945 tillable acres is currently divided between 3 farmers or entities. Should any farmer choose to no longer farm their acres or should the landlord terminate or not renew a farmer s lease agreement, the landlord will give the remaining farmers first consideration when deciding on a new farmer.

III. AMOUNT AND PAYMENT OF RENT

A. Cash rental rates. The tenant agrees to pay as cash rent:

[REDACTED]

2026 - \$145.20 per acre which is a 10% increase

2027 - \$145.20 per acre which is a 10% increase

2028 - \$145.20 per acre which is a 10% increase

2029, 2030 and 2031 will be negotiated on or before January 2029 with the total increase being no more than 10% for the remaining contract form.

The annual cash rent shall be paid as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] acres @145.20/2) - paid on or before 1st day of July 2026
[REDACTED] acres @145.20/2) - paid on or before 31st day of December 2026

[REDACTED] acres @145.20/2) - paid on or before 1st day of July 2027
[REDACTED] acres @145.20/2) - paid on or before 31st day of December 2027

[REDACTED] acres @145.20/2) - paid on or before 1st day of July 2028
[REDACTED] acres @145.20/2) - paid on or before 31st day of December 2028

2029-2031 to be negotiated before January 1, 2029

IV. OPERATION AND MAINTENANCE OF FARM

In order to operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

The tenant agrees:

- 1. General maintenance:** To provide the labor necessary to maintain the farm and its improvements during the rental period in as good condition as it was at the beginning. Normal wear, depreciation and damage and will be the responsibility of the Landlord.
- 2. Land use.** Not to: a) plow pasture or meadowland, b) cut live trees for sale or personal use, or c) pasture new seedlings of legumes and grasses in the year they are seeded without consent of the landlord d) not to hunt or allow hunting on the property.
- 3. Insurance.** Not to house automobiles, trucks, or tractors on the property or otherwise violate restrictions in the landlord's insurance policies without the written consent from the landlord.
- 4. Noxious weeds.** To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of the noxious weed infestation and cost thereof are the responsibility of the tenant.
- 5. Addition of improvements.** Not to: a) erect or permit to be erected on the farm any nonremovable structure or building, b) incur any expense to the landlord for such purposes without written consent of the landlord.

6. Conservation. Control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice without injury to such structures.

7. Damage. When leaving the farm, to pay the landlord reasonable compensation for any damages to the farm for which the tenant is responsible.

8. Repairs, Maintenance, Upkeep. The tenant will keep the landlord informed of all maintenance issues and discuss with landlord the costs associated with any repairs, maintenance, and upkeep prior to completing such items. The tenant will maintain the ditches where accessible and the landlord will maintain ditches as described by the attached map.

9. Soil Samples. The tenant agrees to take soil samples at least once during the contract period and fertilize accordingly. Soil samples shall be provided to landlord and if fertilizer is required, the tenant shall provide the landlord with fertilization plan.

The Landlord Agrees:

1. Loss replacement. To replace or repair as promptly as possible any equipment regularly used by the tenant that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or to make rental adjustments in lieu of replacement; this includes levee repair and replacement.

2. Materials for repair. To furnish all material needed for normal maintenance and repairs.

3. Skilled labor. To furnish any skilled labor tasks that the tenant is unable to perform satisfactorily.

4. Reimbursement. To pay for materials purchased by the tenant for purposes of repair and maintenance as mutually agreed upon in writing. Reimbursement shall be made after the tenant submits the bill.

5. Removable improvements. Let the tenant make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the farm, at the tenant's expense.

6. Compensation for crop expenses. To reimburse the tenant at the termination of this lease for fieldwork done and for other crop costs incurred for crops to be harvested during the following year.

7. Government programs. This lease is a cash lease. Therefore, all government payments belong to the tenant and are the sole ownership of the tenant.

Executed in duplicate on the date first above written: Dated: January 7, 2026

First Bank, Trustee of the Gordon Cohen
By: 
11901 Olive Blvd.
Creve Coeur, MO 63141
314-592-6920 Office

