

CROP-SHARE FARM LEASE

This lease is entered into on 4/1, 2011, between Ned Mitchell, not personally but as Mayor of the city of Sesser, Lessor, at behind cemetery and DYLAN LOUCKS, Lessee, at 2977 Crocker Road, Scheller, Illinois 62883. The parties to this lease agree to the following provisions.

Description of land.

5 acres located east of Maple Hill Cemetery, Sesser, IL 62884

Length of tenure.

The term of this lease shall be from January 1, 2011, to December 31, 2011, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least four months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Amendments and alterations

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

Section 1. Amount of Rent

A. The Lessee agrees to pay the Lessor an annual rent for the above-described farm in the amount equal to one-third (1/3) of the share of the crops grown on the leased premises. Rent shall be payable immediately upon receipt of all proceeds from the sale of crops.

Section 2. Lessor's Investment and Expenses

The Lessor agrees to furnish the property and to pay the items of expense listed below:

- A. The above-described farm, including fixed improvements.
- B. Taxes on land and improvements.

Section 3. Lessee's Investment and Expenses

The Lessee agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, herbicides, and fertilizers.

Section 4. Lessee's Duties in Operating Farm

The Lessee further agrees to perform and carry out the stipulations below.

- A. Activities required:
 - 1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
 - 2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
 - 3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
 - 4. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.

5. To keep the farmstead neat and orderly.
 6. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
 7. 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.
 8. 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.
 9. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Lessee agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm.
 10. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
- B. Activities restricted. The Lessee further agrees, unless the written consent of the Lessor has been obtained:
1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
 2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
 3. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
 4. Not to cut live trees for sale purposes or personal use.

Section 5. Default, Possession, Lessor's Lien, Right of Entry, Mineral Rights, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions.

- A. Termination upon default. If either party fails to carry out substantially the terms of this lease in due and proper time, 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 of 30 days from the date of such notice.
- B. Yielding possession. The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of the statutory double rent, for each day he or she remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.

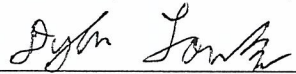
C. Lessor's lien. The Lessor's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Lessee shall provide the Lessor with the names of persons to whom the Lessee intends to sell crops grown on these demised premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If the Lessee fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee. Lessor may also, at his discretion, file a financing statement under the Uniform Commercial Code. Lessee hereby grants to Lessor a security interest in growing crops and harvested crops as collateral for the payment of rent set forth hereinabove.

D. Lessor's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, make seedings, glean corn, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Lessee in carrying out the regular farming operations.

E. Lessor liability. The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk 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.

Lessor: 

Ned Mitchell, Mayor of the City of Sesser, IL 62884

Lessee: 

DYLAN LOUCKS

EXTENSION TO CROP-SHARE FARM LEASE

(Dated April 1, 2011)

In consideration of the mutual promises contained herein, the Lease entered into by and between Dylan Loucks and the City of Sesser, Franklin County Illinois, on April 1, 2011, and which has been continued each year since, is hereby extended and otherwise amended as set forth below.

Length of Tenure.

The term of this lease shall be from January 15th, 2015 through January 15th, 2019, at which time it shall expire. Any additional extensions shall be set forth in writing and shall be executed by the parties.

Section 1. Amount of Rent

A. The Lessee agrees to pay Lessor ninety dollars (\$90.00) per acre each year. Said payment shall be due and payable by November 1st each year.

The former "Length of Tenure" paragraph and Section 1, Amount of Rent paragraph are hereby replaced in their entirety with the above stated language. In all other respects said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension to the Crop-Share Farm Lease as of

this 8 day of January 2015.

DYLAN LOUCKS

Dylan Loucks

CITY OF SESSER

By its Mayor:

Jason Ashmore
Jason Ashmore