

FARM LEASE

THIS FARM LEASE ("Lease") is made between Lewis Central Community School District ("Landlord"), whose address for the purpose of this Lease 4121 Harry Langdon Blvd., Council Bluffs, IA 51503 and _____ ("Tenant"), whose address for the purpose of this Lease is _____, _____, IA _____.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the pastureland located on the following real estate (the "Real Estate"):

Approximately 14.0 acres located CO BLUFFS LEWIS AGRI 17-74-43 BEG 249.7' S OF NW COR NW NW TH S1012.9 E1290' N320.6 NWLY ALONG R 889.73' W765.6, Pottawattamie County, Iowa

AND

38 acres located CO BLUFFS LEWIS AGRI 17-74-43 SW NW EXC HWY, Pottawattamie County, Iowa.

AND

29 acres located CO BLUFFS LEWIS AGRI 18-74-43 E1/2 NE LYING NE OF I-29, E MOSQUITO CRK & S E S OMAHA BRG RD, Pottawattamie County, Iowa.

containing approximately 80 acres and _____ tillable acres, more or less, subject to any zoning restrictions, easements, and restrictive covenants of record (or which become of record during the term of this Lease) with possession by Tenant for a term of two (2) years to commence on March 1, 2026 and end on the last day of February, 2028 (the "Term"). The Term will automatically extend for successive periods of two-years each unless either party gives the other party written notice of non-renewal before September 1st of any given lease year.

2. RENT. Tenant shall pay to Landlord \$_____ per tillable acre as rent for the Real Estate (the "Rent"). The Rent shall be paid annually, in full, in the amount of \$_____, due no later than the first day of _____. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any other program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

3. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be determined by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. All inputs, including fertilizer, lime, minerals, herbicides, insecticides, and seed, shall be acquired by Tenant and paid for by Tenant, at its sole cost.

4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the

event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. ENVIRONMENTAL. Tenant shall comply with all applicable environmental laws concerning application, storage, and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. TERMINATION OF LEASE. This Lease may be terminated in accordance with Iowa Code § 562.6.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. INDEMNIFICATION. Tenant shall indemnify the Landlord from any liabilities arising out of Tenant's use of the Real Estate, except to the extent caused directly by the Landlord.

9. LIABILITY INSURANCE. Throughout the duration of this Lease, the Tenant shall carry, at its own expense, liability insurance and automobile insurance with limits acceptable to Landlord.

10. LIMITATION ON DAMAGES. In no event shall Landlord's liability to Tenant for crops damaged or destroyed by Landlord exceed \$200.00 per acre.

11. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

13. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

14. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

15. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.

16. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

17. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. USE. The Real Estate shall be used by Tenant only for the purpose of row crop production and other purposes necessarily related thereto.

DATED: _____, 2026.

TENANT

LANDLORD
LEWIS CENTRAL COMMUNITY SCHOOL
DISTRICT

Tim Wright, Board President

Andrea Raes, Board Secretary