

Sarah J. Freidel
Burt County Clerk

Preparer Information: Daniel J. Waters of Lamson, Dugan and Murray, LLP, 10306 Regency Parkway Drive, Omaha, NE 68114
Space Above For Recorder

EQUITABLE CROP SHARE LEASE
FOR THE LEGAL EFFECT OF THIS DOCUMENT, CONSULT YOUR LAWYER

THIS FARM LEASE ("Lease") is made between SUSAN THOMAS and ANNE PAXSON, Co-Trustees of the HELEN M. THOMAS REVOCABLE TRUST dated November 18, 2010, whose address for the purpose of this Lease is 220 South 31st Avenue, #3800, Omaha, Nebraska, 68131 (hereinafter "Landlord"), and JAMES THOMAS and SYLVIA THOMAS, Husband and Wife (collectively, jointly and severally, "Tenant"), whose address for the purpose of this Lease is 1446 39 Road, Decatur, Nebraska, 68020. The parties acknowledge that Tenant James Thomas is also a Co-Trustee of the aforementioned trust, and that he recused himself as Co-Trustee when negotiating and entering into this Lease for avoidance of any potential conflict of interest relating to this Lease and the his relation to the trust.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord lease to Tenant the following real estate situated in Burt County, Nebraska (the "Real Estate"):

The East Half of the Southeast Quarter of Section 3, Township 22 North, Range 10, East of the 6th P.M., Burt County, Nebraska,
AND
The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 2, Township 22 North, Range 10, East of the 6th P.M., Burt County, Nebraska,
AND
The North Half of Southwest Quarter (N ½ SW ¼) of Section 2, Township 22 North, Range 10, East of the 6th P.M., Burt County, Nebraska, less a tract of land described as: That part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 22 North, Range 10, East of the 6th P.M., Burt County, Nebraska, described as follows: Beginning at the Northwest Quarter of the Southwest Quarter of said Section 2; thence South 00°35'03" West (an assumed bearing) for 1335.63 feet along the East line of said Northeast Quarter; thence North 89°41'15" for 542.93 feet along the South line of said Northeast Quarter; thence North 09°25'34" West for 899.19 feet; thence North 75°29'02" West for 393.45 feet; thence North 54°26'30" West for 186.39 feet; thence North 12°32'10" West for 251.12 feet; thence South 89°42'27" East for 1290.85 feet along the North line of said Northeast Quarter to the point of beginning,

subject to easements, restrictions, and rights of way of record, if any.

consisting of 180.84 total acres more or less, with all improvements thereon, with possession by Tenant for a term of 1 year to commence on March 1, 2017 and end on March 1, 2018. The Tenant is familiar with the premises and has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. No representation is made by Landlord with respect to the Real Estate or its fitness for any particular purpose.

2. CROP-SHARE RENT. The Real Estate shall be farmed in accordance to the best management practices in the region. Landlord and Tenant must agree in advance on the crops planted and harvested on the Real Estate.

a. Income from the crop shall be shared accordingly (if applicable):

Income Source	Landowner (%)	Tenant (%)
Crop Production	40%	60%
All Government Payments	40%	60%
Crop residue/forage	40%	60%
Hunting/leasing income	40%	60%
Mineral/wind lease	40%	60%

b. Input for the crop production shall be split accordingly (if applicable):

Input Source	Landowner (%)	Tenant (%)
Machinery	0%	100%
Equipment	0%	100%
Labor	0%	100%
Fuel	0%	100%
Fertilizer	40%	60%
Pesticide	40%	60%
Seed	40%	60%
Grain drying	40%	60%
Grain storage	40%	60%
Shared expenses		

c. Delivery of the grain shall be conducted as follows:

Tenant shall deliver Landowner's share of the crops at the time the crops are harvested in a reasonable time and manner as may be agreed to by Landlord and Tenant, but in all cases no less timely or reasonably as Tenant's share of the crops are handled at such time.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Nebraska Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agriculture farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds of such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall, upon request, sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. Tenant shall also sign any additional forms required to validate the security interest in government program payments. Upon full payment of the Rent, Landlord shall provide Tenant with a written release of any security interest and contractual lien.

4. LANDOWNER OBLIGATIONS.

a. Landlord agrees to replace or repair any dwelling, building, or equipment used by Tenant which is damaged or destroyed by natural causes or any other cause outside of the control of Tenant.

b. Landlord agrees to either furnish all materials needed for normal maintenance and repairs or reimburse Tenant for materials purchased by Tenant for such repairs, to the extent supported by adequate receipts for any such expenditure.

c. Landlord agrees to allow Tenant to make minor improvements of removable nature to the Real Estate and allow Tenant opportunity to remove such improvements within a reasonable amount time at the termination of the lease.

d. Landlord agrees to compensate Tenant for field work done and other crop costs for crops to be harvested after termination of the Lease.

5. TENANT OBLIGATIONS.

a. 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.

b. Tenant shall timely control all weeds including, but not limited to noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises.

c. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the Real Estate.

d. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, ditches, drainage areas, terraces and tile drains and abstain from any practice which will cause damage to the Real Estate.

e. Tenant shall not remove from the Real Estate, nor burn any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of the Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations.

f. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

g. Tenant shall not house equipment, machinery, or automobiles upon the Real Estate or otherwise violate restrictions of Landowner's insurance without consent by Landowner.

h. Tenant shall not erect any fixture or structure or building which cannot be readily removed from the Real Estate. Tenant shall not make any improvements or attach any fixtures to existing buildings without Landlord's consent.

i. Tenant shall not allow Real Estate to be used for recreational purposes without consent of Landowner.

j. Tenant shall assume liability and shall indemnify and hold Landlord harmless from and against any claim or violation of any governing law or regulation (e.g., environmental laws or zoning laws) which results from Tenant's use of the premises. Tenant shall assume defense of all claims relating to the farming operation of the Real Estate, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. The foregoing shall survive any termination of this Lease.

6. ENVIRONMENTAL. The parties acknowledge that Tenant has farmed the Real Estate for several years prior to this Agreement and is substantially familiar with the Real Estate. To the best of Tenant's knowledge, as of this date:

a. Neither Landlord nor Tenant is subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

b. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules and regulations.

c. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

d. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation, fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling chemicals (including without limitation, fertilizers, herbicides and insecticides). 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 for more than one year. Farm chemicals for use on other properties **may not** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to following all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or by 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. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises. Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill, which occurs on premises.

6. TERMINATION OF LEASE. This lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party give written notice to the other of an election not to renew this lease by September 1 in the year prior to expiration. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law. This Lease shall also terminate upon the death of both Tenants defined herein.

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. If Tenant fails to do so Tenant agrees to pay Landlord \$30.00 per day, as liquidated damages until possession is delivered to 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 when it was received by Tenant at the commencement of this Lease, excusable of insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the Lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

9. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue legal and equitable remedies to which each is entitled.

10. REPAIRS. Tenant shall maintain any fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to the Landlord.

11. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the Lease.

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 action that might cause a mechanic's lien to be imposed on the Real Estate.

13. NO AGENCY. Tenant is not an agent of the Landlord.

14. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

15. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

16. 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 an addendum to this Lease.

17. 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.

18. 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 set forth in Section 9, which shall be governed by Nebraska law.

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

20. NO PARTNERSHIP INTENDED. Landlord and Tenant agree and understand the Lease shall in no terms give rise, intend to give rise, or deemed to give rise to a partnership relation.

22. TRANSFER OF PROPERTY. If Landowner shall sell or otherwise transfer title to the farm, such sale or transfer shall be done subject to the provisions and rights of this lease.

23. BINDING ON HEIRS AND SUCCESSORS. The Lease and all provisions of the Lease shall be binding upon the heirs, executors, administrators, and successors of the Landlord and Tenant as upon the original parties unless otherwise agreed by the parties.

24. ADDITIONAL PROVISIONS. The undersigned agree that this Cash Farm Lease supersedes and replaces any prior written or oral leases, agreements, and/or rental contracts entered into by the parties for the Real Estate.

[SIGNATURE PAGE TO FOLLOW]

SIGNED AND DATED THIS 29th DAY OF April, 2017, to be effective March 1, 2017.

TENANT:

James E Thomas
JAMES THOMAS, Tenant

State of Nebraska - General Notary
HENRY C. STORK
My Commission Expires
May 7, 2019

Henry C. Stork

Sylvia A Thomas
SYLVIA THOMAS, Tenant

LANDLORD:

SUSAN THOMAS and ANNE PAXSON, Co-Trustees of the HELEN M. THOMAS REVOCABLE TRUST dated November 18, 2010

By: Susan J. Thomas
SUSAN THOMAS, Co-Trustee

and

By: _____
ANNE PAXSON, Co-Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James Thomas and Sylvia Thomas, as Tenants.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 15th day of May, 2017, by Susan Thomas, Co-Trustee, as Landlord.

GENERAL NOTARY - State of Nebraska
LAURIEL L. NELSON
My Comm. Exp. November 4, 2018

Lauriel L. Nelson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Anne Paxson, Co-Trustee, as Landlord.

Notary Public

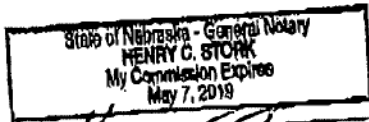
May. 12. 2017 3:43PM LAMSON DUGAN MURRAY

No. 7238 P. 7

SIGNED AND DATED THIS 29th DAY OF April, 2017, to be effective March 1, 2017.

TENANT:

James E Thomas
JAMES THOMAS, Tenant



Henry C Stork

Sylvia Thomas
SYLVIA THOMAS, Tenant

LANDLORD:

SUSAN THOMAS and ANNE PAXSON, Co-Trustees of the HELEN M. THOMAS REVOCABLE TRUST dated November 18, 2010

By: _____
SUSAN THOMAS, Co-Trustee

and

By: Anne Thomas Paxson
ANNE PAXSON, Co-Trustee

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James Thomas and Sylvia Thomas, as Tenants.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Susan Thomas, Co-Trustee, as Landlord.

Notary Public

STATE OF Florida)
COUNTY OF Manatee) ss.

The foregoing instrument was acknowledged before me this 15th day of May, 2017, by Anne Paxson, Co-Trustee, as Landlord.

Shannon King
Notary Public

