

Tim Summervill et al:

This document shall serve as an agreement regarding the real estate owned by The Calvert Family Partnership legally described as:

Tract 1: The Northeast Quarter (NE 1/4) of Section Twenty (20), Township Twenty (20) South, Range Four (4) East of the 6th P.M., Marion County, Kansas, EXCEPT all that part South and West of the center line of the Cottonwood River, less right of way.

Tract 2: That part of the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Twenty (20) South, Range Four (4) East of the 6th P.M., Marion County, Kansas, lying outside of the CVD less the railroad right of way;

AND

That part of the Southwest Quarter (SW 1/4) lying East of the center line of the Cottonwood River and that part of the Southeast Quarter (SE 1/4) lying inside the CVD and the North Half of the Southwest Quarter (N1/2 SW1/4) lying inside the CVD all in Section Seventeen (17), Township Twenty (20) South, Range Four (4) East of the 6th P.M, Marion County, Kansas.

The aforementioned property is currently leased by Tim Summervill et al as agricultural tenants. The landowners have decided to sell two parcels of their land that the tenants farm and are greatly appreciative of the care and stewardship provided by the tenants over the years.

The Landowner and Tenant hereby agree to the following terms:

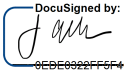
- 1.) The Tenant shall have the right to graze cattle on the cornstalks of the portions of the subject real estate that have a 2024 Spring-planted corn crop on them through January 1st of 2025 at which time full use of the subject real estate shall transfer to the Buyer. The Tenant shall not have to pay additional rent for grazing of the cornstalks until January 1st of 2025.
- 2.) The Tenant shall have the right to plant a wheat crop on the presently tilled land that does not have a planted crop on it as of 9/11/2024. More specifically, this tract of land is situated on the north side of 160th Street and is between Timber Rd. on the east and the Cottonwood River on the west. According to the Tenant, this portion contains approximately 77 acres more or less.
- 3.) The Landowner and Tenant mutually agree that the portion of the real estate described in Item #2 above that is to be planted to wheat is subject to a 60%-40% cropshare lease with 60% going to the Tenant and 40% going to the Landowner. They further agree that the 40% Landowner share shall go to the Buyer of the property less 40% of the fertilizer and chemical costs. The Buyer shall not be responsible for application costs which shall be paid by the Tenant.

- 4.) The proceeds and expenses of the cropshare lease for those portions with a currently growing 2024 Spring-planted soybean and corn crop shall be split between the Landowner and Tenant as in past years.
- 5.) The Tenant agrees to cease all agricultural activities on the portions of the land currently growing a Spring-planted soybean and corn crop after harvest of said crop, with the exception that the Landowner agrees to allow the Tenant to graze the cornstalks until January 1st of 2025 at no cost to the Tenant.

In return for the Tenant's cooperation in this matter, the real estate brokerage representing The Calvert Family Partnership will do what is within their power to introduce the Tenant to the new owner and recommend them as Tenant due to their excellent care and stewardship they have provided for the property.

This agreement supersedes any previous lease agreements, whether verbal or written.

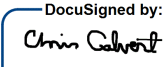
We appreciate your cooperation in this matter.

DocuSigned by:

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Landowner

9/16/2024

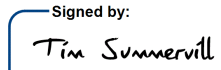
Date

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Landowner

9/13/2024

Date

Signed by:

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Tenant

9/12/2024

Date

Tenant

Date