

## FARM LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between, Andrea Hartley, whose address is: 4935 Woodruff 680, McCrory, AR 72101 (hereinafter called "Owner"), by and through her attorneys in fact, Glenn Caskey and Janie Nicholson, pursuant to the Durable Power of Attorney dated October 11, 2022, filed for record March 1, 2023, at Woodruff County Record Book AA177, at Page 767 and Ricky Skinner, individually and doing business as Skinner Farms whose address is: PO Box 391, Hunter, Arkansas 72074 (hereinafter called "Renter"),

WITNESSETH:

Owner, for the consideration, purposes, covenants and conditions hereinafter set forth, do hereby lease, let and demise unto the Renter, and Renter accepts, the following described farm lands in St. Francis County and Woodruff County, Arkansas:

The following lands in Woodruff County, Arkansas:

The Northeast Quarter (NE $\frac{1}{4}$ ) and the Fractional North Half (N $\frac{1}{2}$ ) Northwest Quarter (NW $\frac{1}{4}$ ) and the Fractional South Half (S $\frac{1}{2}$ ) Northwest Quarter (NW $\frac{1}{4}$ ), Section Thirty-one (31), Township Six (6) North, Range One (1) West, Woodruff County, Arkansas, and also

The Fractional E $\frac{1}{2}$  Northwest Quarter (NW $\frac{1}{4}$ ), Section Eighteen (18), Township Five (5) North, Range One (1) West, containing 7.91 acres, more or less, Woodruff County, Arkansas.

The following lands in St. Francis County, Arkansas:

The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), Section Seventeen (17), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Northeast Quarter (NE $\frac{1}{4}$ ), Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Southeast Quarter (SE $\frac{1}{4}$ ), Section Nine (9), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Southwest Quarter (SE $\frac{1}{4}$ ), Section Nine (9), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas.

A fractional part of the Northwest Quarter (NW $\frac{1}{4}$ ), lying West of Big Creek, Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, containing approximately 20 acres, more or less. Also further identified as Field #1, Tract 81, FSA Farm Number 3170.

TO HAVE AND TO HOLD the same unto the said Renter for and during the term hereof, upon and subject to the terms, exceptions and conditions hereinafter expressed.

1. The term hereof shall be for the period of Five (5) Crop Years, commencing as of January 1, 2023, and expiring with the harvesting of the 2027 crop or December 31, 2027, which ever is earliest. Provided, Renter shall not plant, cultivate or harvest any crops which will require harvesting or cultivation beyond the termination date of the initial term, unless the same shall have been agreed in writing by Owner or her Agents.

This Agreement may be extended by additional one year terms unless the same is terminated by written notice to the other party. Such notice shall be by First Class Mail postmarked before October 1<sup>st</sup> prior to the following crop year.

2. Renter shall pay to Owner as rent for the use and possession of the premises crop rent in the amount of one-fourth ( $\frac{1}{4}$ ) of any and all crops produced on said land free and clear of any liens or encumbrances at the time of the harvest of said crops. Said one-fourth ( $\frac{1}{4}$ ) of said crops shall be delivered to a Riceland Foods grain facility or such other location as the Owner shall designate and shall be deposited in the name of the Owner. Renter shall provide satisfactory evidence of said grain deposit to Owner at the time said delivery is made to the

designated facility. Renter shall pay all expenses of the operation on said land including, but not limited to fertilizer expense and Renter shall pay all other expenses whatsoever incurred in growing said crops not specifically assumed by Owner.

The Owner shall not be responsible for any expenses incurred in said farming operation, except the repair of wells if damaged through no fault of Renter. Any damage to the wells through the fault of Owner or her agents, employees, representatives or invites shall be the sole responsibility of the Renter and shall be timely repaired to the satisfaction of Owner.

3. Owner agrees that during the term hereof, all taxes and special assessments, whether now levied, or which may be in the future be assessed and levied, shall be promptly paid when due.

4. Renter shall furnish at his expense all seed, labor, machinery, equipment, fertilizer, insecticides, herbicides, fuel, electricity and, in general, bear all expenses necessary for the production of all crops of the rented lands. Renter further agrees that he will work and cultivate said lands at all times during the terms hereunder in a good and husband-like manner; that he will keep all fence rows, windrows and drains free and clear of weeds and grasses to grow on said land; that he will not allow any public nuisance to be and exist on said lands; and that, at the expiration of the term hereof, Renter will promptly and peaceably deliver to Owner the land and premises aforesaid, together with any additions to the improvements thereon, in as good condition as their highest state of improvement during the term hereof may have been, natural wear and tear and the action of the elements alone being expected. Any extensions or renewals of this lease must be in writing and signed by both parties.

5. The Renter shall not have the right to assign, transfer or sublease the rented premises, or any part thereof, without the consent of the Owner having first been obtained in writing. Any such transfer, assignment or sublease without Owners' written consent shall be void.

6. Renter shall assume the cost of routine upkeep and maintenance for irrigation wells, power unit and re-lift pumps. Owner assumes responsibility for the costs of replacement or repairs of irrigation wells, including the power unit, beyond routine maintenance. Renter shall assume responsibility for fuel costs for relift or irrigation pumps. Renter shall further assume responsibility for routine lubrication, upkeep and maintenance for wells and power unit.

7. Renter agrees that he will use and operate the rented premises in full compliance with all rules, regulations and statutes of the Environmental Protection Agency, the Arkansas Pollution and Control Agency and all other departments and agencies of the State and Federal government dealing with the environmental and ecological matters.

Renter agrees to indemnify and hold harmless Owner and her agents from any and all liabilities and responsibility arising out of the Renter's operation and use of the rented premises, except damage done through the negligence of the Owner or her agents. Renter agrees that he will operate the leased premises in full cooperation with the F.S.A. and other governmental rules and regulations.

Any USDA crop subsidy, or any other governmental payments received shall be divided between the Owner and Renter in proportion to their respective interests in the crops.

Owner further agrees that she will do nothing to cause the reduction or elimination of crops bases for allotments or any other governmental benefits accruing to the rented land.

8. It is understood that Owner by her designated guest or agents shall have the right of peaceful ingress and egress to the leased property at all times.

9. In the event of the failure or refusal of Renter to comply with any of the terms, covenants or conditions of this agreement, or if the Renter shall become insolvent, bankrupt or otherwise financially unable to comply with the terms hereof, Owner shall have the right to declare the same terminated and forfeited upon the giving of thirty (30) days written notice, and shall have the right to take possession of the lands and crops without the necessity of proceedings at law or equity and with being guilty of any manner of trespass if the breach, default, or violation is not corrected within thirty (30) days of such notice. No delay or forbearance on the part of the Owners shall be deemed a waiver of their right to exercise the option herein granted.

10. Renter shall keep the soil in as good or better condition as at the commencement of the lease. He shall apply such treatments as are necessary to keep the soil in good condition. If improvements are needed, Owner agrees to discuss any permanent improvements with Renter and by separate agreement determine the allocation of costs of the same.

11. Owner shall retain the right of hunting or fishing, or leasing of the same, provided any such lease shall not interfere with the Renter's planting, cultivation or harvesting of any crops growing on the premises.

12. Renter shall keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished or operations conducted thereon at the instance or request of Renter.

13. Nothing contained in this lease shall create or be construed as creating a partnership, joint venture or employment relationship between Owner and Renter. Neither

Owner nor Renter shall be liable, except as otherwise expressly provided in this lease, for any obligation or liabilities incurred by the other.

14. Water for farm operations and family use obtained by Owner's water rights (however acquired by Owner) shall be used only on the premises and in pursuit and performance of Renter's operations and obligations on the leased premises. No water shall be used upon or be exported to other lands without the written consent of Owner first had and obtained.

Owner assumes no responsibility to Renter for any water shortage from the source or sources of water under Owner's water rights, or from any source whatsoever; nor does Owner warrant the quality or quantity of water obtained from any source or sources.

15. After the crops are harvested, weather permitting, the fields are to be turned under and rolled and all levees are to be pulled and rolled so the land is returned to its flat and cleaned condition, unless otherwise directed and approved by Owner in writing.

16. This lease, or any extensions or renewals of the same, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and any modifications thereto must be in writing signed by all the parties.

Signatures appear on the following page.

IN WITNESS WHEREOF, we have hereunto set our hands in duplicate on this 7<sup>th</sup> day of  
March, 2023.

OWNER  
Andrea Hartley  
BY:

*Andrea Hartley by Glenn Caskey*  
Andrea Hartley, Glenn Caskey Agent

RENTER:  
Ricky Skinner

BY: *Ricky Skinner*  
Ricky Skinner  
Individually and d/b/a  
Skinner Farms

*Andrea Hartley by Janie Nicholson*  
Andrea Hartley, Janie Nicholson, Agent

#### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF MONROE

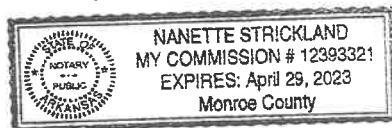
ON THIS day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **Glenn Caskey and Janie Nicholson, as Attorneys in Fact and Agents for Andrea Hartley**, to me well known as the OWNER in the foregoing Farm Lease Agreement, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and that the said Durable Power of Attorney has not been revoked and remains in effect at the time of the signing of this document.

WITNESS my hand and seal as such Notary Public on this 7<sup>th</sup> day of March, 2023.

*Nanette Strickland*  
NOTARY PUBLIC

My Commission Expires:

(SEAL)



## ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF MONROE

ON THIS day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Ricky Skinner, individually and doing business as Skinner Farms, to me well known as the Renter in foregoing Farm Lease Agreement, , and further stated and acknowledged that he had so signed, executed and delivered said foregoing Agreement for the consideration and purposes therein mentioned and set forth.

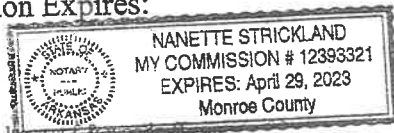
WITNESS my hand and seal as such Notary Public on this 7<sup>th</sup> day of March, 2023.

*Nanette Strickland*  
NOTARY PUBLIC

My Commission Expires:

(SEAL)

hartley-skinner farm | [skinnerfarms@hartley-skinner.com](mailto:skinnerfarms@hartley-skinner.com)





AGENT'S CERTIFICATION AS TO THE VALIDITY OF  
POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF ARKANSAS  
COUNTY OF MONROE

I, Glenn Caskey (name of agent), certify under penalty of perjury that Andrea Hartley (name of principle) granted me authority as an agent or successor agent in a power of attorney dated October 11, 2022.

I further certify that to my knowledge:

(1) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, the prior agent is not longer able or willing to serve; and

(4) The Power of Attorney is a durable power of attorney, surviving the disability or incapacity of the principal.

SIGNATURE AND ACKNOWLEDGMENT



Glenn Caskey  
PO Box 154  
Hunter, AR 72074  
870-731-7998

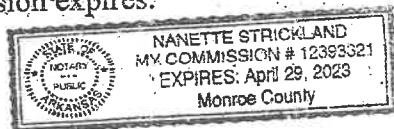
March 7, 2023  
Date

This document was acknowledged before me on March 7, 2023 by Glenn Caskey, Agent.

  
Notary Public

My commission expires:

(Seal)



AGENT'S CERTIFICATION AS TO THE VALIDITY OF  
POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF ARKANSAS  
COUNTY OF MONROE

I, Janie Nicholson (name of agent), certify under penalty of perjury that Andrea Hartley (name of principle) granted me authority as an agent or successor agent in a power of attorney dated October 11, 2022.

I further certify that to my knowledge:

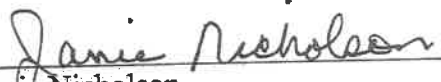
(1) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, the prior agent is not longer able or willing to serve; and

(4) The Power of Attorney is a durable power of attorney, surviving the disability or incapacity of the principal.

SIGNATURE AND ACKNOWLEDGMENT

  
Janie Nicholson  
670 Lynn Road  
Brinkley, AR 72021  
870-589-0309

March 7, 2023  
Date

This document was acknowledged before me on March 7, 2023 by Janie Nicholson,  
Agent.

  
Nanette Strickland  
Notary Public

My commission expires:

(Seal)

