

CASH RENT FARM LEASE AGREEMENT

THIS CASH RENT FARM LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of January 1, 2027 (the "Effective Date"), by and between the EVANSVILLE VANDERBURGH AIRPORT AUTHORITY DISTRICT ("Landlord") and _____, whose address is _____ ("Tenant").

RECITALS

A. Authority operates an airport known as the Evansville Regional Airport (the "Airport") located in Evansville, Vanderburgh County, Indiana.

B. Landlord has the right to lease property on the Airport and to grant the non-exclusive use of some of the Airport property to Tenant for the purpose of cultivating agricultural crops and to use the farm fields for such purposes.

C. Tenant is engaged primarily in the farm business.

D. Tenant desires to lease certain farm fields and to use the fields in connection with the operation of Tenant's farm business and Landlord is willing to lease such fields and to grant the use of the fields to Tenant for such purposes.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and agreements contained herein and the acts to be performed hereunder, and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. Leased Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the sole purpose of planting, raising, cultivating and harvesting agricultural crops, certain farm fields owned by Landlord and comprising a portion of Landlord's Airport property, consisting of approximately _____ acres, more or less, located in Vanderburgh County, Indiana, and being more particularly depicted by the location map marked "Exhibit A" attached hereto and incorporated herein by this reference as if fully set forth (the "Property").

2. Term of Lease. The term of this Lease shall for a term of (5) consecutive years commencing on the Effective Date and ending with the harvesting of the crops planted for the 2031 harvest year, weather permitting, but in no event later than December 31, 2031 (the "Term"). The Term of this Lease may be extended for up to five (5) years upon the agreement of the parties. In the event either party desires to extend this Lease, that party shall notify the other party of their desire to extend the Lease at least 180 days prior to the expiration of the Term. If the other party is interested in extending the Lease terms, the parties may negotiate the proposed length of such extension and the rental amount. Neither party shall be required to successfully negotiate an extension of this Lease.

3. Rent. (a) Tenant hereby agrees to pay annual cash rental to Landlord during the Term as set forth in Schedule 1 attached hereto and incorporated herein by this reference as if fully set forth.

(b) All rent payments are due on or before August 31 of each year of the Term of this Lease at Landlord's address stated below unless otherwise designated by Landlord in writing. All rent not received by Landlord when due shall bear interest from the date due until paid at the rate of 18% per annum. The amounts described herein shall be the entire rental amount and there shall be no sharing of crops or government program payments related to said crops. Tenant shall have the right to participate in

government programs providing payments related to the production of crops on the Property and shall retain all such payments, provided, however, Tenant shall not, without Landlord's prior written consent, participate in any such programs or programs of any kind which would encumber the Property or place restrictions on the use of the Property which extend or could extend beyond the remaining Term of the Lease.

4. Tenant's Obligations. During the Term of the Lease, Tenant shall:
 - a. Farm the Property in a workmanlike manner in accordance with the standards of good husbandry.
 - b. Pay all costs of production of the crop on and operation of the Property and other related expenses, whether ordinary or extraordinary, direct or indirect, including but not limited to all labor, equipment, fertilizer, chemicals and other expenses for farming the Property. All materials and services provided shall be of good quality and be of the type used in operating first class farms in the area and shall be furnished or provided at such times, in such quantities and in such manner as good farming practices dictate.
 - c. Harvest the crops on the Property in a timely fashion.
 - d. Prevent noxious weeds from going to seed on the Property and destroy such weeds as exist from time to time on the Property, including the road ditches and land next to fences as reasonably necessary.
 - e. Haul and spread all fertilizers, pesticides, and other chemicals on appropriate fields at times and in quantities which maintain the fertility of the soil for agricultural use, are consistent with all applicable environmental protection requirements, and comply with all applicable laws. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys' fees, arising from the unlawful introduction or presence knowingly caused by Tenant in or on any portion of the Property of asbestos or any form thereof, or any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any portion of the Property, including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination in or on any portion of the Property (except costs and expenses relating to any such substances or materials introduced by the Landlord or its employees, officers, contractors or agents).
 - f. Keep the Property neat and orderly, and prevent all unnecessary waste, loss or damage to the same.
 - g. Use the Property only for the use stated in section 5.
 - h. Assume and be responsible for all (i) damage and injury to any farm equipment, crop and field machinery, and other personal property of Tenant, Tenant's employees, agents or invitees; and (ii) personal injury and damages of every type and kind to Tenant, Tenant's employees, agents and invitees.

i. At Tenant's sole cost and expense, secure and maintain general liability insurance in such minimum amounts as may be specified from time to time by Landlord, including Landlord as an additional insured.

j. Comply with all rules and requests by the Federal Aviation Administration and the Landlord necessary for the proper, safe, and efficient operation of the Airport and its associated facilities and activities.

k. Implement and enforce a zero-tolerance policy prohibiting the use of alcohol or illegal drug use while on or operating equipment on Airport owned property.

l. Ensure no signs or advertising shall be posted, painted or displayed upon any portion of the Property.

m. Plow in any post-harvest crop residue to reduce attracting wildlife.

n. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways or other low places that will permit open ditches eroding across fields.

o. To preserve established watercourses or ditches and refrain from any operation that will injure them.

5. Property Use. Tenant agrees as follows:

a. All Property is leased for crop farming only, and livestock is not to be permitted on the Property.

b. Hunting and other recreational activities are not permitted on the Property.

c. No buildings or other structures may be erected or positioned on the Property.

d. Only crops designated as "low crops" (hay, wheat, oats, and soybeans) can be planted on the Property and shall be strictly enforced. Corn crops are strictly prohibited. Any crops that represent a bird or wildlife attractant are prohibited.

6. Repairs and Maintenance. Tenant shall, at its sole cost, provide all necessary and appropriate maintenance and repairs to the Property and all improvements and equipment included therein.

7. Assignment; Subletting. Tenant shall not assign any of its rights hereunder or sublet this Lease without Landlord's written consent.

8. Encumbering Title. Tenant shall not do any act which shall in any way encumber the title or interest of Landlord in and to the Property, nor shall Tenant allow the interest or estate of Landlord in the Property to be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon the Property arising from any act or omission of Tenant shall accrue only against the leasehold estate and interest of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord.

9. Right to Withdraw Property from Lease. In the event Landlord should require any portion of the Property for commercial or industrial development that may benefit the Airport, or for other Airport

and aviation purposes or the use of the Property by the Tenant is incompatible with the operation of the Airport for civil aviation purposes Landlord shall be entitled to remove such portion of the Property subject to this Lease upon 30 days written notice to Tenant. In the event such notice is given after Tenant has planted a crop, the Landlord shall reimburse Tenant for fertilizer, chemicals, seed and other direct input costs incurred by the Tenant with respect to the removed acres, and cash rental shall be adjusted to reflect the reduced acreage.

10. Non-Waiver. No failure or delay on the part of Landlord in exercising any power, right or remedy under this Lease shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

11. Default. Time is of the essence of this Lease. In the event Tenant fails to pay rent (or any other payment required to be made by Tenant hereunder) when due or in the event of Tenant's material breach, default, or failure to comply with, or keep, observe, or perform any of the other covenants, agreements, representations, or warranties described herein to be kept, observed, or performed by Tenant, Landlord shall provide written notice of such failure to Tenant. If the identified failure or breach is not cured within thirty (30) days, Landlord may terminate the lease. Upon termination of this Lease, Tenant shall immediately surrender possession of and vacate the Property and shall deliver possession thereof to Landlord. Following termination, Landlord shall have the full and free right to enter into and upon the Property with or without process of law and repossess the Property and expel or remove Tenant and any others who may be occupying, possessing or using the same. In such event, Landlord shall not be deemed in any manner guilty of trespass, eviction, or forcible entry or detainer and shall not incur any liability to Tenant or any other person for any damage resulting therefrom. Further, such actions by Landlord shall not relinquish Landlord's right to recover rent from Tenant or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease by Landlord, Tenant shall have no right to return to the Property or to harvest the crops remaining, if any, without the prior written consent of Landlord. Landlord reserves the right to supervise any such harvest by Tenant and to impose upon Tenant's reentry and harvest any terms and conditions Landlord deems appropriate. The right to terminate this Lease shall be in addition to any other rights or remedies then provided by the laws of the State of Indiana for breach of this Lease by Tenant.

12. Landlord's Lien. Tenant hereby grants Landlord a security interest and lien provided by law on crops grown or growing as security for the rent herein specified and for the faithful performance of the terms of the Lease and may be enforced in the manner prescribed by law.

13. Landlord's Right to Entry. During the Term, Landlord reserves for itself, its agent and employees, the right to enter upon the Property at any reasonable time for any reasonable purposes, including without limitation, inspecting the Property. This right of entry is separate, apart from and in addition to Landlord's right of entry in the event of default and other rights provided herein and by operation of law.

14. No Liability of Landlord. Neither Landlord, nor its departments, officers, or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Tenant or of any other person whomsoever, caused by Tenant's use of the Property, or by any defect thereon, or arising from any accident, fire, or from any other casualty or from other cause whatsoever; and Tenant, hereby waives on Tenant's behalf all claims against Landlord. Tenant hereby accept the Property in its present condition "AS IS," the Property being currently suitable for the permitted use. No covenants or representations as to the quality or condition of the Property have been made by Landlord or its agents.

15. Indemnification. To the furthest extent permitted by law, Tenant shall defend, indemnify, and hold Landlord, its departments, boards, commissions, council members, officials, agents, and employees, individually and collectively, for, from, and against all losses, expenses (including attorneys' fees), damages, claims, charges, fines, suits, actions, demands, or other liabilities of any kind ("Liability"), including without limitation Liability for bodily injury, illness, death, or for property damage, to the extent resulting from or arising out of this Lease and/or the use or occupancy of the Property by Tenant.

16. Holding Over. Holding over by the Tenant after the expiration of this Lease shall not constitute a renewal of this Lease or give Tenant any rights under this Lease or in the Property. Notwithstanding this provision, however, any holding over after the expiration of the term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, callable upon 30 days written notice, and at a rental of one hundred fifty percent (150%) of the total rental as existed during the last year of the term hereof, and further upon the terms and conditions as existed other than rental during the last year of the term hereof.

17. Taxes. Tenant assumes and agrees to pay, as and when due, as part of the rental of the leased premises, all state, county and local taxes, assessments, levies and other charges, general or special, ordinary or extraordinary, of whatever name, nature or kind, which are or may be during the Term of this Lease levied, assessed, imposed or charged on or for the Property. Tenant's obligation herein for real property taxes shall commence with the payment due May, 2027. Tenant's obligation herein for any other taxes commences as of the date of the Effective Date.

18. Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, Title 49, of the United States Code.

19. Development of Landing Area. Landlord reserves the rights to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of Tenant and without interference or hindrance.

20. Lease Subordinate to Agreements with USA. This Lease is subordinate and subject to the provisions and requirements of all existing and future grant agreements between the Landlord and the United States of America, all deeds of conveyance from the United States of America, all United States laws, including the Federal Aviation Act of 1958, relative to the development, operation, or maintenance of the Airport, and all FAA regulations.

21. War or National Emergency. This Lease and all the provisions hereof shall be subject to whatever rights of the United States Government affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

22. Unlawful Use. Tenant shall not use, or allow the Property to be used, for any purpose other than as specified herein and shall not permit the Property to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Airport, or permit the Property to be occupied, in whole or in part, by any other person except as otherwise provided herein.

23. Aviation Easements. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to create in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation of, the Airport.

24. No Interference with Aircraft. Tenant, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the Property in any manner which will interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to aircraft or ground operations normally conducted on an airport. In the event that the aforesaid covenant is breached, Landlord shall have the right to enter upon the Property and cause the abatement of such interference at the reasonable expense of Tenant.

25. Non-Discrimination. Tenant assures that it will undertake to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. Tenant assures that it will require that its covered sub organizations provide assurances to Landlord that they similarly will undertake affirmative action programs and that they will require assurances from the sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect. Tenant's failure to comply with any of the above non-discrimination covenants shall constitute a material default of this Lease. In the event of default of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease, following any applicable notice and cure period, and to re-enter and repossess said Property and the improvements thereon, and hold the same as if said Lease had never been made or issued.

26. No Partnership; No Third-Party Rights. Nothing contained in this Lease shall create any partnership, joint venture or other arrangement between Landlord and Tenant. Except as expressly provided herein, no term or provision of this Lease is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

27. Attorneys' Fees. Tenant shall pay all costs and expenses incurred by Landlord in enforcing the terms of this Lease or in the collection of amounts due hereunder, including reasonable attorneys' fees.

28. 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 attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

29. Memorandum of Lease. This Lease shall not be recorded, but upon Tenant's request, a Memorandum of Lease shall be executed and acknowledged by the parties and recorded in the County where the Property is located.

30. Successors. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Landlord's and Tenant's heirs, personal representatives, assigns and successors; provided, however, that Tenant's assigns shall not be entitled to the benefits of this Lease, unless Landlord consents in writing to such assignment.

31. Governing Law, Forum and Disputes. This Lease and all claims or disputes arising out of or relating to this Lease or its subject matter are governed by the laws of the State of Indiana, without regard to its conflict of laws provisions, and any action, claim or proceeding arising out of or relating to this Lease must be brought only in the Vanderburgh Circuit or Superior Courts for Vanderburgh County, Indiana or

the United States District Court for the Southern District of Indiana, Southern Division. Each party hereby waives any objection, including any objection based upon improper venue or forum non conveniens, that it may have, now or in the future, to the bringing of any action, claim or proceeding in the Vanderburgh Circuit or Superior Courts for Vanderburgh County, Indiana or the United States District Court for the Southern District of Indiana, Southern Division.

32. Notices. Except as otherwise expressly provided by law, all required or permitted notices or communications between the parties shall be in writing and be deemed duly served and given when personally delivered to the other party, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Tenant at the address set forth on the first page of this Lease or to Landlord at 7801 Bussing Dr. Evansville, IN, Attn: Executive Director. Either party may change its respective address for this purpose by giving written notice of such change to the other party in the manner provided in this paragraph.

33. Headings. The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

34. Counterparts. This Lease may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. The exchange of copies of this Lease and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Lease as to the parties hereto and may be used in lieu of the original Lease for all purposes.

35. Entire Agreement. This Lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understandings or agreements between the parties relative thereto.

(Signature page to follow)

SIGNATURE PAGE TO CASH RENT FARM LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

EVANSVILLE VANDERBURGH AIRPORT
AUTHORITY DISTRICT

By: _____

Printed Name: _____

Its: _____

“Landlord”

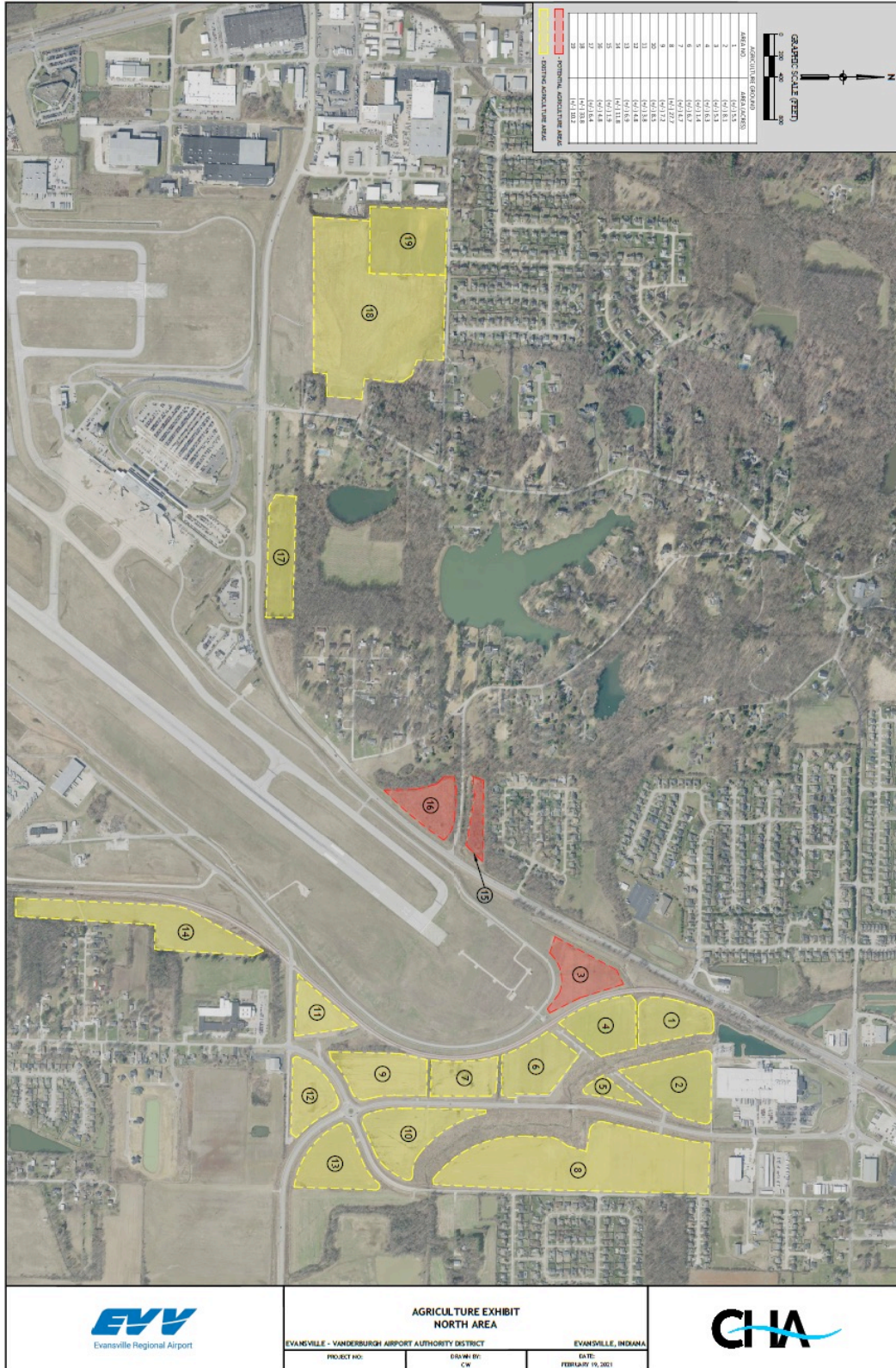
By: _____

Printed Name: _____

Its: _____

“Tenant”

EXHIBIT A



PROPOSAL FORM