

ILLINOIS CASH FARM LEASE

THIS ILLINOIS CASH FARM LEASE is hereby made and entered into as of the last date that the parties sign below, by and between MADD FARMS PARTNERSHIP (“**Lessee**”) and BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL DISTRICT 301 (“**Lessor**”).

1. **Lease.** Lessor leases the 254 acres of farmland located at 09N636 IL Route 47, Elgin, IL 60124 and visually depicted on Exhibit A hereto (“**Real Estate**”).
2. **Term.** The term of the Lease is from signature date of Lease to the completion of the 2026 harvest, or January 01, 2027, whichever is sooner. LESSEE WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE A WRITTEN NOTICE TO QUIT OR A WRITTEN NOTICE OF NONRENEWAL OF THIS FARM LEASE FROM THE LESSOR.
3. **Use of Property.** Lessee may only use the property for farming purposes, for soybeans of corn, or a combination thereof. Lessee shall be responsible for all costs of farming, and shall not seek reimbursement from Lessor for any costs incurred. Lessee must plant crops on the entire 254 acres by no later than May 1, 2026. If Lessee fails to plant crops on the entire 254 acres by May 1, 2026, the Lease shall terminate as of 11:59 p.m. on May 1, 2026. All fertilizers utilized are required to be approved prior to planting or usage by Lessor’s Director of Buildings and Grounds. Lessee must provide Lessor with documentation of fertilizers used.
4. **Payment.** Lessee shall make one payment of \$45,974, within five business days of signing this Lease. A second payment of \$45,974, shall be due before harvesting or by no later than November 15, 2026 (whichever comes first). If Lessee fails to make such payment by November 15, 2026, the Lease shall terminate as of 11:59 p.m. on November 15, 2026, and Lessor shall have the right to dispose of or sell any crops in its discretion, without any reimbursement to Lessee.
5. **Indemnity.** Lessee indemnifies Lessor, its Board of Education, individual Board members, employees, and agents, from and against all losses, damages, liabilities, and expenses, including without limitation attorneys’ fees and court costs incurred, suffered, or claimed by anyone whatsoever, or for any damage or injury to any persons or property from any cause whatsoever, by reason of the use or occupancy by Lessee, its agents, employees, invitees, or visitors on the Real Estate, or any breach of this Lease.
6. **Lessor’s Lien.** Lessor’s lien provided by law on crops grown or growing shall be the security for the consideration herein specified and for the faithful performance of the terms of the Lease. If Lessee fails to keep any of the agreements of this Lease, all costs and attorneys’ fees of Lessor in enforcing collection or performance shall become obligations payable by Lessee hereunder.
7. **Lessor’s Right of Entry.** Lessor reserves the right for itself, its agents, employees, or assigns to enter upon the Real Estate at any reasonable time for the purpose of viewing the same or working or making repairs or improvements to the Real Estate as long as such does not impair Lessee’s agricultural activities on the Real Estate. Further, upon constructive notice of the Parties’

intent to allow the Lease to expire and after Lessee's harvesting of that year's crops, Lessor or its agents, employees, or assigns may enter upon the Real Estate.

8. **Insurance.** Lessee shall obtain the following types and minimum levels of insurance while this Farm Lease is in effect: (i) commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, which insurance shall also provide product liability coverage in the aforementioned amounts, further, the commercial general liability insurance shall also provide coverage for sexual abuse and sexual misconduct in the aforementioned amounts; (ii) business auto coverage form insurance with a limit of not less than one million dollars (\$1,000,000) each accident and such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos); (iii) umbrella or excess liability insurance in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, which insurance shall follow the form of the underlying insurance; and (iv) and insurance coverage for hired and or borrowed equipment in a commercially reasonable amount. Lessor, its individual Board members, agents, and employees shall be named as additional insureds on a primary and noncontributory basis on all insurance required hereunder. Lessee shall provide a certificate of insurance upon the execution of this Lease evidencing Lessee maintains the insurance required by this Paragraph. To the fullest extent permitted by the applicable insurance policy, Lessee waives any rights of subrogation it and any of its insurers may have against the additional insureds.

9. **Condition of Real Estate.** Lessor is providing the Real Estate to Lessee on an "AS IS" basis with no representations or warranties whatsoever, and Lessee accepts the Real Estate on an "AS-IS" basis with no representations or warranties.

10. **Assignment and Subletting.** Lessee shall not assign, transfer, mortgage, or encumber this Lease or sublet the Real Estate without obtaining the prior written consent of Lessor.

11. **Compliance with Laws.** Lessee shall comply with all applicable laws, rules, regulations and ordinances while operating on the Real Estate.

12. **Counterparts and Facsimile Signatures.** This Addendum may be executed in counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Facsimile signatures shall be considered as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date(s) written below.

MADD FARMS PARTNERSHIP

By:  _____

Its: PARTNER _____

Date: 4/16/26 _____

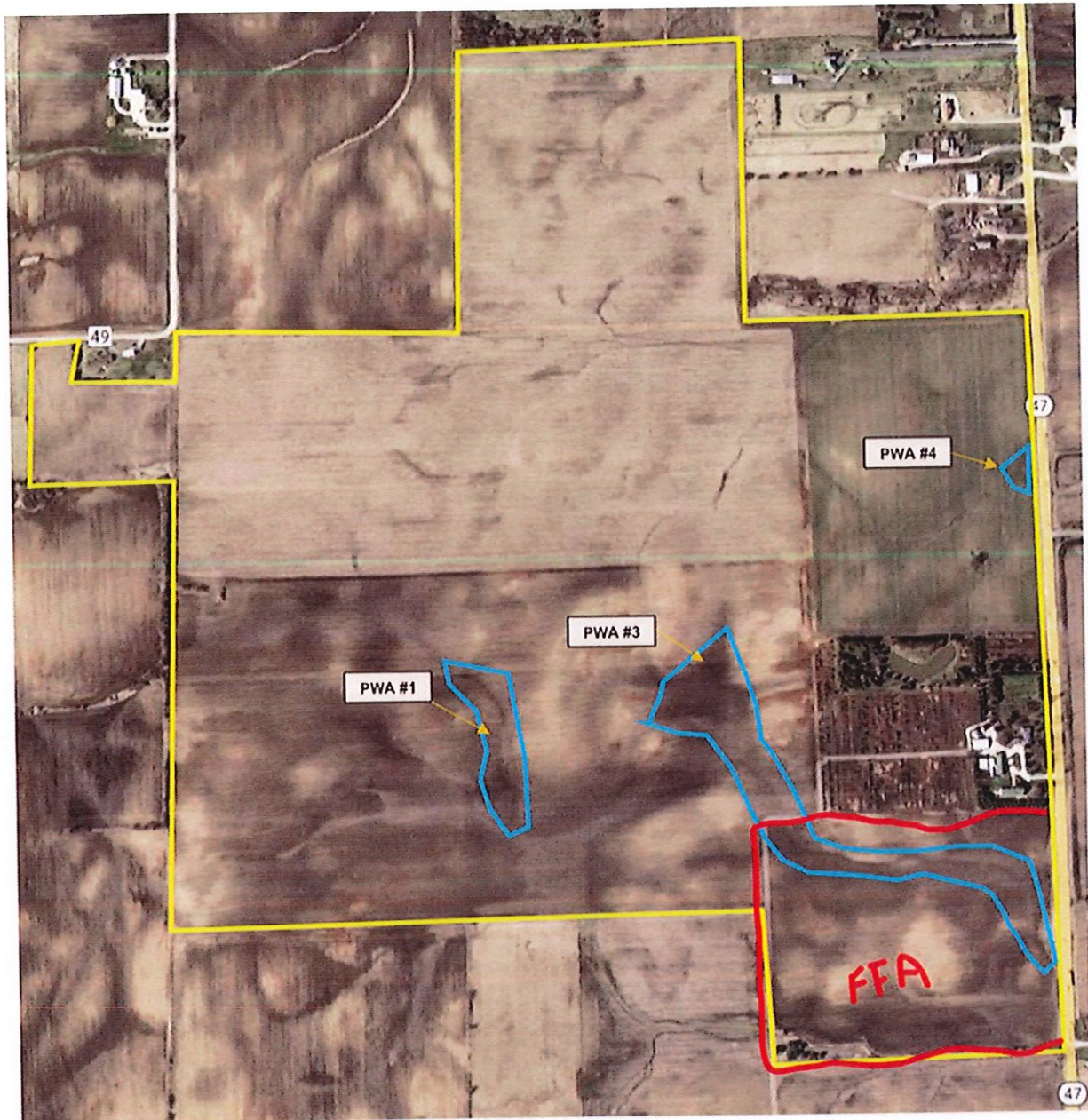
**BOARD OF EDUCATION OF CENTRAL
COMMUNITY UNIT SCHOOL
DISTRICT 301**

By: _____

Its: _____

Date: _____

EXHIBIT A
DEPICITION OF REAL ESTATE



2002 – normal

Erosion features #1 and #3, depressional area #4

3020400.1