



Request for Proposals
March 8, 2019

Farm Management Services

The Eastern Iowa Airport
2515 Arthur Collins Parkway SW
Cedar Rapids, IA 52404

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SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date (flyCID.com/rfp)	Friday, March 8, 2019
Pre-Proposal Meeting (Mandatory)	Wednesday, March 27, 2019, 3 PM CDT
Deadline for Questions	Tuesday, April 2, 2019, 4:30 PM CDT
Final Addenda, if any, posted on Airport’s website	Friday, April 5, 2019
Proposal Due Date and Time	Tuesday, April 23, 2019, 4:30 PM CDT
Short Listing and Proposer Interviews (if applicable)	Week of May 6, 2019
Selection and Award by Commission	Monday, May 20, 2019, 7:30 AM CDT
Contract Commencement (Notice to Proceed)	June 1, 2019

SECTION I - NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 4:30 pm Central Daylight Time (CDT) on Tuesday, April 23, 2019 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for Farm Management Services.

1.1 RFP Timeline

Name of the Proposal	Farm Management Services
Date of Issuance	Friday, March 8, 2019
Pre-Proposal Meeting (Mandatory)	Wednesday, March 27, 2019 at 3:00 pm CDT The Eastern Iowa Airport Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, Iowa 52404
Deadline for Questions	Tuesday, April 2, 2019 at 4:30 pm CDT
Deadline for Proposal Submittal	Tuesday, April 23, 2019 at 4:30 pm CDT
Proposer Interviews, by Invitation	Week of May 6, 2019
Recommendation for Award	Monday, May 20, 2019 at 7:30 AM CDT
Submit Proposal to:	The Eastern Iowa Airport Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Fax proposals are not acceptable
Contact Person, Title E-mail Address	Donald D. Swanson, Director Finance & Administration D.Swanson@flyCID.com
Phone/ Fax Numbers	Phone: 319-731-5715 Fax: 319-362-1670

SECTION II - INSTRUCTIONS TO PROPOSERS

2.0 General

2.0.1 The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from a qualified company (also referred to as Company or Companies, Proposer, herein), to provide Farm Management Services to The Eastern Iowa Airport.

2.1 Pre-Proposal Meeting (Mandatory)

2.1.1 In addition to the information contained in the Request for Proposal (also referred to as RFP), a mandatory pre-proposal meeting will be held on Wednesday, March 27, 2019 at 3:00 PM CDT in the Conference Room of the Administrative Office Building located at The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. All persons or entities interested in or intending to respond to the RFP are required to attend the pre-proposal meeting. The purpose of this meeting is to provide an opportunity for prospective proposers to examine the farmland, review the RFP, answer questions, and issue addendums as needed for the clarification of the proposal documents. Airport staff will be present at the meeting. Remarks made during discussions at the meeting by any Airport official or employee will not be binding upon the Commission or be deemed the Commission's official response or position regarding any inquiries discussed at said meeting. A tour of the farmland will immediately follow the pre-proposal meeting. All

interested proposers must familiarize themselves with the farm operations and all conditions that may affect the time or cost of performance.

2.2 Receipt and Opening of Proposals

- 2.2.1 All proposals must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by April 23, 2019 before 4:30 PM CDT (our clock), in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other office or department, and proposals sent via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – Farm Management Services**' due on, **Tuesday, April 23, 2019 before 4:30 PM CDT**. The Proposer must submit one (1) original and one (1) electronic copy in PDF format CD or USB flash drive in a sealed envelope or box with the name of the submitting firm on the outside of the envelope or box.
- 2.2.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Commission, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 2.2.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.2.5 Proposals will not be publicly opened.
- 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at flyCID.com/rfp. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 2.2.7 A Certificate of Insurance must be on file and approved by the Commission before the service contract can begin. See Section VIII – Insurance Requirements, which details the exact requirements of the Commission.
- 2.2.8 This RFP does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3 Addenda

- 2.3.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Tuesday, April 2, 2019 at 4:30 pm CDT. The Company shall promptly notify Donald D. Swanson, Director of Finance & Administration by e-mail D.Swanson@flyCID.com or facsimile to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. All questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Section VII - Signature Page.
- 2.3.2 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Section VII - Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

- 2.3.3 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to "non responsiveness."

SECTION III - SPECIAL TERMS AND CONDITIONS

3.0 Contract Term

- 3.0.1 The initial term of the Contract for Farm Management Services shall be from June 1, 2019 through May 31, 2020.
- 3.0.2 The Commission shall have an option to renew the Contract for four (4) successive one (1) year renewal terms. Such renewal terms will be effective without formal amendment to the Contract.
- 3.0.3 Following Commission approval, a Professional Services Contract, prepared by the Commission and attached hereto as Attachment A, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting contract.

3.1 Company's Employees

- 3.1.1 The Commission reserves the right to require the Company to remove any employee from the work area whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment on the work site is deemed by the Commission to be contrary to the public interest.
- 3.1.2 Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration, or TSA. If Company, its officers, employees, agents, subcontractors, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.
- 3.1.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the Company, its employees, subcontractors or any independent Contractors working under the direction of either the Company or subcontractor in the performance of this Contract.

3.2 Payment

- 3.2.1 The Commission's procurement card program allows authorized Commission employees to purchase services using a MasterCard. Please indicate on the Signature Page whether your company will accept payment by MasterCard. Services authorized under this contract that are not charged to the Commission MasterCard will be paid for upon receipt of an original invoice within thirty (30) days. Invoice shall be submitted annually and must clearly state the farmland parcels and associated charges. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952 or emailed to AP@flyCID.com.

4.0 Background

- 4.0.1 The Commission currently has approximately 1,880 acres of land in farm operations consisting of five (5) parcels, all of which are cash rented. The current cash rental rate is \$300 per acre. A map of the farm properties is shown as Attachment B. The 2019 farm leases are effective March 1, 2019 to February 29, 2020. It is anticipated that Lease termination notices will be sent to the five tenant farmers prior to September 1, 2019. Commission has executed a Memorandum of Farm Lease and Security Agreement (Cash Rent) with The University of Iowa (UI) that began on November 1, 2016 and ends February 28, 2025, containing approximately 68.9 acres of land for the purpose of growing and harvesting giant miscanthus grass, a high-yielding, low-input and drought-tolerant perennial, in conjunction with the UI's sustainability project utilizing renewable miscanthus bio-mas to fuel in part its power plant. The University of Iowa contracts with AGgrow Tech formally known as Repreve Renewables to manage and harvest the miscanthus crop. In addition, the Commission executed a Memorandum of Understanding (MOU) with Iowa State University (ISU) for the purpose of establishing experimental studies conducted by the ISU STRIPS (Science-based Trials of Rowcrops Integrated with Prairie Strips) research team. The MOU began March 23, 2015 and extends through March 22, 2020. Sample copies of a current farm lease, University of Iowa lease, Iowa State University MOU, and Farm Lease Termination are shown as Attachment C.
- 4.0.2 The Commission's current farm management agreement with Farmers National, Co., commenced on June 1, 2014, and has continued on one-year periods thereafter. The Commission last requested proposals for farm management services in 2014.

4.1 Scope of Services

- 4.1.1 The Scope of Services will require the Farm Manager to submit an annual operating plan including the crop, conservation, repair and maintenance, and capital improvement program for approval by the Commission. As part of the operating plan, the Farm Manager will submit an operating budget of anticipated revenues and an estimated cost of the conservation, repair and maintenance, and capital improvement programs as a basis for arriving at the amount of funds to carry out the operation of the Commission's farmland.
- 4.1.2 To execute the farm plan, the Farm Manager's responsibilities will include the following:
- Complete Airport farmland plans, field conservation plans, field arrangement, crop rotations, soil treatment, drainage maintenance and additions, erosion control, and rehabilitation and maintenance of improvements
 - Solicit tenants, process bids or proposals, and negotiate leases with tenants, depending upon the type of operation, hire and discharge all farmland tenants, meet with tenants as necessary
 - As applicable, sell crops and other farmland products, make purchases and settlements and carry out any arrangements made in behalf of the farmland
 - Supervise the farm program and carrying out the plan of operation, supervising the work of the tenants, and advising them regularly in regard to agricultural and other practices adapted to the farmland
 - Collect all farmland receipts and forward to the Commission for deposit into the Commission bank account
 - Make request for payments from the Airport to manage properties, including such items as repairs, crop expenses, and management fees. All requests for payments will be subject to Airport Commission approval
 - Assist the Commission in its agreements with the University of Iowa concerning the growing and harvesting giant miscanthus grass; and the Iowa State University Prairie STRIPS research project; which may include mapping of miscanthus and prairie strips and monitoring sites; and answering questions from the Commission's tenants, the public, and the universities concerning the sites
 - Assist the Commission by negotiating grassland hay leases (if applicable) with the operators including mapping of grassland sites, and answering questions from the Commission's tenants and the public

- Written reports will be furnished to fully advise the Commission on the status of farm properties to include but not limited to: annual financial analysis summary listing different farmland operating alternatives to the Commission (cash rent lease, custom farm operation, blended custom lease, crop share lease, net share lease, etc.); growing season and end of year yield summary for each farm tract, farm operator, and types of crops; and periodic current general conditions of properties, after planting, mid-growing season, and any improvements accomplished or needed, financial report, and short/long-term recommendations
- Develop and manage a five-year conservation and farmland capital improvement program (CIP) consisting of waterway reshaping, reseeding, and drainage tile installation; coordinating the development of request for proposals from contractors to accomplish the work and to manage the construction projects
- Manage and coordinate with the USDA/NRCS and consultants and make recommendations concerning farmland conservation plans, conservation best practices, soil sampling, and soil health and productivity
- Communicate with and develop good neighbor relations with surrounding farm land owners
- Keep files on all farm properties and ensure that tenants adhere to local, state and federal regulations and/or best practices with regard to, but not limited to, the following:
 - Environmental and Hazardous Waste regulations (pesticides, fertilizer, herbicides, gasoline, chemicals, sewage)
 - Good stewardship of the land (cover crop, no till, erosion and top soil control, crop rotations, seed patents, rodent control, insect/disease control, water management and other conservation issues)
 - Appearance to the community (mowing, noxious weed/plant control, brush control, fence repair or replacement)
 - All required permits, licenses, taxes, insurance
 - Any liens violations, or defaults on the properties
 - Use and size of land, types of crops, and any unfarmed usage
 - Irrigation systems, drainage, wells springs, water analysis
 - Farm structures (general maintenance of serviceable barns, sheds; demolition of dangerous structures)
 - Any natural resources (oil, minerals, springs)
 - Wildlife management in cooperation with the Airport's wildlife management program

SECTION V – PROPOSAL SUBMITTAL

5.0 Proposal Submittals – To be given consideration, proposals should include the following, completed in full:

- Legal name of company with names, addresses, phone numbers of employees who will manage the farm program. It is important to have one or more local employee(s) that can manage the day-to-day operations of this farm program, attend meetings, and handle any emergencies that may arise.
- Describe company's and proposed farm managers' experience in farm management: number of years, types of farms managed (i.e. crops, cattle, custom farming) and number of acres of each. Include any experience with government land or aviation properties.
- Describe company's and proposed farm managers' techniques of handling crop units, erosion control, and water management. Describe projects of land improvements and upkeep of farm properties that have been managed. Describe conservation practices, projects implemented, and the corresponding results of said conservation practices and projects.
- Describe financial and record-keeping experience with managing farm records, tenant information, collection of revenues, and tracking expenditures.
- Prepare a statement of what you will charge the Commission for your services (flat fee, percentage, or other method).
- Include three (3) references of tenants the Commission may contact.
- Any narrative, charts, tables, diagrams, or other materials in addition to those requested herein, to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

SECTION VI - METHOD OF EVALUATION

- 6.0 Contract Award - Any contract award(s) made by the Commission is subject to prior approval by the Commission.
- 6.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein.
- 6.1 Proposal Evaluation Criteria - In general, proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity, and content of the proposal.
- 6.1.1 Qualifications and Experience
- Years of experience of key personnel
 - Feedback from references & key business partnerships
 - Knowledge and experience with providing similar services
 - Knowledge and experience with conservation practices and projects
 - Knowledge of producing request for proposals in soliciting farm operators
 - Knowledge of working with public agencies
 - Technical support offered
 - Financial responsibility/stability
 - Quality of training, staff, software, hardware, and support
- 6.1.2 Cost proposals for services provided to the Commission
- 6.1.3 Company Responsiveness to RFP
- Total scope of services offered
 - Responses to overall proposal and compliance with submission guidelines
 - Proposal presentation (completeness, organization, appearance, etc.)
- 6.2 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the Commission.
- 6.3 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.
- 6.3.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Commission's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any foregone conclusions.
- 6.3.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
- 6.3.3 The Team may arrange demonstrations, conference calls, and/or in person interviews with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In person, interviews may consist of company representatives asked to make an oral presentation of 30-45 minutes on their services and respond to questions by the Team. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.
- 6.4 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators.

SECTION VII - SIGNATURE PAGE

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

We choose **NOT** to submit a proposal at this time, but would like to be considered for future projects.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING

Offered cost of services shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted cost of services shall remain firm for the duration of the contract.

ADDENDA - flyCID.com/rfp

It is Proposer's responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for payment by credit card, please state the discount:

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Signature Page – See Section VII
2. General Company Profile Information – See Section V

INSURANCE REQUIREMENTS

COMPANY, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from COMPANY'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained due to the COMPANY or its employees carrying out the work involved in this contract.
3. **Automotive Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the scope of work.

Subcontractors: In the case of any work sublet, the COMPANY shall require subcontractors and independent contractors working under the direction of either the COMPANY or a subcontractor to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the COMPANY.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best rating of "B" or better. All policies shall be occurrence form and not claims made form. The COMPANY shall be responsible for deductibles and self-insured retentions in the COMPANY'S insurance policies.

CERTIFICATE OF INSURANCE REQUIREMENTS

- I. The minimum liability limits required by the COMMISSION are **\$1,000,000**. This must be **occurrence form** liability coverage.
- II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.
- III. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to B.Davis@flyCID.com, faxed to 319-362-1670, mailed, or delivered. List on the certificate the contract name covered by the certificate of insurance. Proposal Name: Farm Management Services
- IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

SECTION IX - GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Commission.

22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDED/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity.

PROFESSIONAL SERVICES CONTRACT

FARM MANAGEMENT

This Contract is made and entered into this 20th day of May 2019 by and between the Cedar Rapids Airport Commission, with offices at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa, 52404-8952 (hereinafter called the "Commission"), and _____, a _____ corporation, with its principal office at _____, _____, _____ (hereinafter called "Company").

WITNESSETH THAT:

WHEREAS, the Commission desires professional farm management services (hereinafter called the "Services") that are specifically set forth in this Contract;

WHEREAS, Company possesses the skills and expertise necessary to provide such Services as desired by the Commission;

WHEREAS, the Commission has issued a Request for Proposals (RFP) dated March 8, 2019 to provide farm management services to assist the Commission in managing its over 1,880 acres of land in farm operations, as incorporated herein by reference as Exhibit A.

WHEREAS, Company has submitted a proposal dated _____, 2019, which outlined an approach for said farm management services, hereto attached as Exhibit B;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. TERM OF CONTRACT - This Contract shall commence on June 1, 2019, and shall terminate on May 31, 2020, or as terminated by Commission pursuant to the provisions of this Contract, whichever occurs first.
2. OPTION TO RENEW - Commission shall have an option to renew this Contract upon the same terms and provisions herein for four (4) successive one (1) year renewal terms. Such renewal terms will be effective without formal amendment to this Contract.
3. SCOPE OF SERVICES - Company shall render in a satisfactory and proper manner the Services set forth in Section 4.1 of the RFP, attached hereto and made part of this Contract.
4. COMPENSATION - The compensation the Commission will pay Company under this contract will be _____
 _____ the fees will begin with _____ earned after June 1, 2019.
5. PAYMENT - In consideration of the Services to be performed by Company as set forth in Scope of Services as identified in the Section 4.1 of the RFP, Company shall submit at the end of each calendar year invoice(s) setting forth appropriate charges as defined in Section 4, earned during the preceding year in the performance of the Services provided for hereunder. The Commission agrees to process all invoices as expeditiously as possible. Payment of invoices shall be made within thirty (30) calendar days of receipt and approval of such invoice by the Commission.
6. STAFFING - Company's employees and subcontractors listed in its proposal-dated _____, 2019, are to be assigned as Farm Manager(s) for the Airport farmland. Company shall not replace said employees and subcontractors without the prior approval of the Commission. If the successors to said employees, cannot be mutually agreed upon, the Commission shall have the right to terminate this

Contract upon thirty (30) days' notice. Any replacement of said personnel or subcontractors shall be by persons of equal qualifications, which shall be attested to by Company.

Company shall provide, at its own expense, all personnel and/or subcontractors required in performing the services under this Contract. Such personnel and/or subcontractors shall not be the employees of, or have any other contractual relationship with the Commission.

7. **INSURANCE** - The Company shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the Commission. Acceptable proof of such coverages shall be furnished to the Commission prior to services commenced under this Contract.

The Company shall provide evidence of the following coverages and minimum amounts.

Type of Coverage Minimum Limits

Workers Compensation and Employer's Liability	Statutory
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 per Person
Professional Liability Minimum Limits	
Errors & Omissions	\$1,000,000 per Occurrence
Fiduciary Insurance	\$1,000,000
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000
Per Accident All Autos-Owned, non-owned and/or hired	
Uninsured Motorists per Iowa requirements	

The Company shall furnish the Commission with a certificate(s) of insurance showing Company has complied with this Article and also naming the Cedar Rapids Airport Commission and its officers and employees and the City of Cedar Rapids and its officers and employees as additional insured for general liability.

8. **INDEMNITY AND LIMITATION** - Company shall defend, indemnify and hold harmless the Commission from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in any way by, resulting in any way from, or arising in any way out of the negligent acts, errors, or omissions of Company, its officers, employees, agents, subcontractors or representatives in the performance of Service under this Contract.
9. **TERMINATION** - This Contract may be terminated by either party hereto upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party. This Contract may also be terminated by the Commission for its convenience, but only upon sixty (60) days' written notice to Company. Company shall not incur any costs or perform any billable services after receipt of the notice of termination.

In the event of termination, Company shall be compensated for all services performed and costs incurred up to the effective date of termination for which Company has not been previously compensated, plus termination expenses (all obligations reasonably contracted for in advance and subject to payment, i.e., leases or similar contracted expenses) reasonably incurred.

Upon receipt of notice of termination from the Commission, Company shall discontinue the Services unless otherwise directed and upon final payment from the Commission deliver to the Commission the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Company in the performance of this Contract, whether completed or in process.

10. **RECORDS/AUDIT** - The Commission or their designated agent shall have the right to audit the Contract and all Company's books, documents and records relating thereto and such books, documents and records will be made available on ten (10) days written notice. Company agrees to maintain its books,

records and documents relating to this Contract during the Contract term and for three (3) years thereafter.

11. SUCCESSORS AND ASSIGNS - Company shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without the prior approval of the Commission. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
12. NONWAIVER - No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
13. NOTIFICATION - All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO COMMISSION: The Eastern Iowa Airport
 Office of the Airport Director
 2515 Arthur Collins Parkway SW
 Cedar Rapids, Iowa 52404-8952

TO COMPANY: _____

14. INDEPENDENT COMPANY STATUS - The parties agree that Company is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of employer and independent Company. Neither Company nor any of Company's agents, employees or helpers shall be deemed to be the employee or servant of the Commission. Commission is interested in only the results obtained under this Contract; the manner, means, and mode of completing the same are under the sole control of Company.
15. CONFIDENTIALITY - All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to Company in connection with this Contract is confidential, proprietary information owned by the Commission. Except as specifically provided in this Contract, the Company shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the Commission. The obligations of Company under this section shall survive the termination of this Contract.
16. APPLICABLE LAW - This Contract shall be governed by and construed in accordance with the laws of the State of Iowa.
17. EXTENT OF CONTRACT - This Contract represents the entire and integrated contract between the Commission and Company and supersedes and replaces all terms and conditions of any prior contracts, arrangements, negotiations, or representations, written or oral, with respect to this Project.
18. COMPLIANCE WITH LAWS - Company shall comply with all existing and subsequently enacted Federal, State of Iowa, and local laws, ordinances, and codes and regulations that are, or become applicable to the Contract.
19. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS - In the performance of work under this Contract, Company shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Company will post in conspicuous

places, available for employees and applicants for employment, notices to be provided by Commission, setting forth the provisions of the non-discriminatory clause.

20. **AFFIRMATIVE ACTION** - The company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure 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. The Company 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 subpart. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by Airport, Company shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Company, further violations of this section are committed during the term of the Contract, Airport may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Company for use in completing the Contract, or it may permit Company to complete the Contract, but, in either event, Company shall be ineligible to bid on any future contracts let by Commission.

IN WITNESS WHEREOF, the Commission and Company, effective from the day and year first written above, has executed this Contract.

CEDAR RAPIDS AIRPORT COMMISSION

COMPANY

By: _____

By: _____

Name: Carroll Reasoner

Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A

Request for Proposal

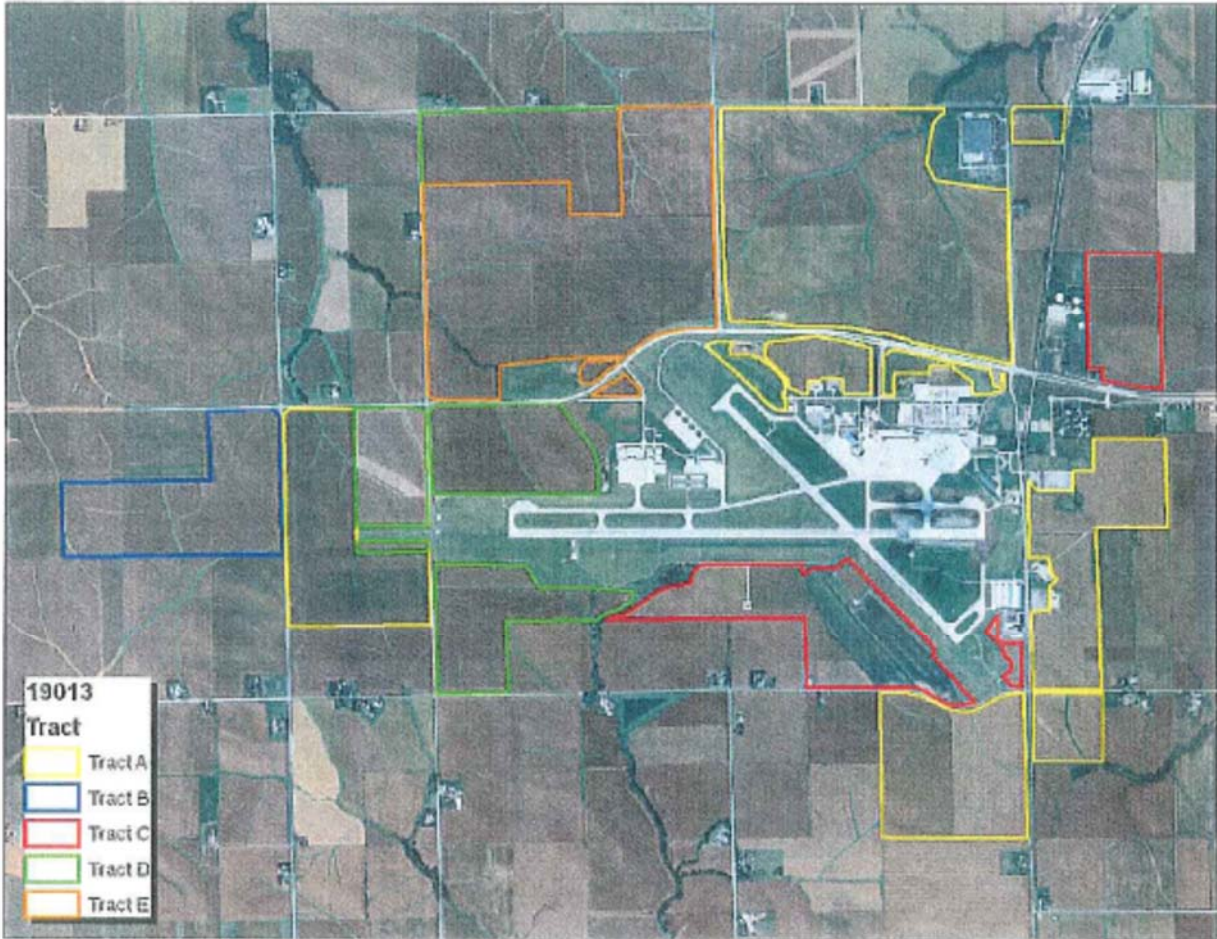
Dated March 8, 2019

(Insert Request for Proposal)

EXHIBIT B
COMPANY'S PROPOSAL
DATED _____, 2019

(Insert Proposal)

ATTACHMENT B – MAP OF FARM PROPERTIES



FARM LEASE AND SECURITY AGREEMENT CASH RENT

Parties: This Farm Lease and Security Agreement (“Lease”) is entered into by and between CEDAR RAPIDS AIRPORT COMMISSION, (collectively referred to herein as the “OWNER”), and RON NOVE, 6251 WRIGHT BROS BLVD, FAIRFAX, IA, 52228 hereinafter referred to as OPERATOR.

Property: OWNER Leases to OPERATOR the following described real property (“Property”): TILLABLE CROPLAND WITHIN THE E ½ NE ¼ SECTION 26, AND N ½ SW ¼, AND SW ¼ SW ¼, AND N ½ NW ¼, AND N ½ SW ¼ NE ¼ ALL IN SECTION 25, EXCEPT 400’ X 850’ (EXTENDING 200’ ON EACH SIDE OF THE RUNWAY CENTERLINE) BETWEEN THE END OF THE MAIN RUNWAY AND THE FAA LOCALIZER ANTENNA AND EXCEPT EXTENSION OF RUNWAY # 9 (360 ACRES) AND 5.6 +/- ACRES PLANTED TO PRAIRIE GRASS FOR ISU STRIPS STUDY AS SHOWN ON ATTACHED MAP, AND THE N ½ NW ¼, AND THE W ¾ NW ¼ NE ¼, AND NW ¼ SW ¼ NE ¼, AND W ½ NE ¼ SW ¼ NE ¼ SECTION 24, ALL IN T-82-N, R-8-W OF THE 5TH P.M., ALL IN LINN COUNTY, IOWA, EXCEPT ALL EASEMENTS OF RECORD, CONTAINING 380.0 ACRES, MORE OR LESS, Linn , County, State of Iowa, containing approximately 380 acres, excepting there from all rights to hunt, fish, trap or otherwise take or harvest fish and game upon the Property, all of which rights (including the right to Lease) are reserved to OWNER, its successors and assigns.

Term: The term of this Lease shall begin on 03/01/2017, and shall end on 02/28/2018 without notice of any type being required of OWNER, unless expressly required by applicable state law. *Provided*, however, that OWNER may terminate this Lease at any time upon OPERATOR’s failure to timely pay the full amount of any rent due hereunder.

Rent: OPERATOR shall pay rent to OWNER, as follows:

\$107,061.00 FOR 356.87 +/- TILLABLE ACRES.

CASH RENT IS DUE AS FOLLOWS WITH A CHECK MADE PAYABLE TO THE EASTERN IOWA AIRPORT:

03/01/2017 \$107,061.00

Provided, however, if all of the rent due hereunder is paid in full on or before 03/01/2017, or if the OPERATOR has provided the MANAGER with a satisfactory and enforceable Letter of Credit securing any remaining rent due hereunder, the provisions of Operating Covenants 7 through 11, below, shall not apply.

All crops will be planted, and all cropping practices conducted in accordance with a written crop plan between OWNER and OPERATOR (“Crop Plan”) which shall be made a part of this Lease.

Expenses: Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

Farm Programs: All decisions concerning participation of the Property in any Local, State, or Federal agricultural, conservation or similar programs shall be at the discretion of OWNER in accordance with the Crop Plan. Any division of payments shall be in conformity with applicable governmental laws and regulations.

It is mutually understood and agreed that if OPERATOR a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and b) fails or refuses to comply with the terms and conditions of this Lease, and c) is terminated by OWNER as OPERATOR under this Lease for any reason, then OPERATOR agrees to immediately return the advanced government program payments. As determined by the Farm Service Agency, the payments shall either be returned to the FSA, or paid to the new tenant to whom the Property is Leased for the applicable farm year.

Agricultural Chemicals: OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with the Crop Plan agreed to with OWNER.

OPERATOR AGREES TO APPLY LIME IN SUFFICIENT AMOUNT TO MAINTAIN A MINIMUM pH LEVEL OF 6.4 AT THE CONCLUSION OF THE GROWING SEASON. OPERATOR TO COMPLETE SOIL TESTING AT THE DIRECTION OF THE MANAGER WITH THE INTERVALS NOT TO EXCEED THREE YEARS BETWEEN TESTS AND TO FURNISH COPIES TO THE FARM MANAGER UPON REQUEST. THIS SHALL APPLY UNLESS OTHERWISE STATED IN THE AG CHEMICALS SECTION.

Operating Covenants: The following paragraphs may be deleted, under appropriate circumstances:

OPERATING COVENANTS:

1. **Rent:** Cash rent shall be paid on the dates set forth herein, without further notice from OWNER to OPERATOR. Cash rent not paid when due shall bear interest until paid, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. OPERATOR agrees to pay a service charge of \$25 for any returned or insufficient funds check.
2. **Assignment - Subleasing:** OPERATOR agrees not to assign this Lease to any other person, nor sublease all or any part of the Property without the prior written permission of OWNER. For the purpose of this section, an assignment of this Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis.
3. **Right to Enter:** OWNER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. OWNER, its lessees, agents, assigns or contractors shall also have the right to go upon the land to fall till, or develop the land for irrigation, to install conservation structures, to seed or sow any grain or grass thereon or to hunt, fish, trap or otherwise take or harvest fish and game from the Property.
4. **Litigation:** In the event of default by OPERATOR resulting in OWNER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, OPERATOR agrees to pay OWNER's reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Operating Covenant 1.
5. **Default:** All covenants and agreement contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein, OWNER may terminate the Lease as provided herein, and/or bring an action for damages, performance, or other suitable remedy in a court of competent jurisdiction. Any waiver or failure by OWNER to strictly enforce any provision of this agreement shall not be deemed to restrict or limit OWNER's ability to strictly enforce said provision at any time thereafter.
6. **Failure to Perform / Right of Entry:** OPERATOR agrees that if he or she fails to diligently perform any agricultural activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if he or she fails to follow Crop Plan or assigns this Lease or subleases the Property in whole or in part, OWNER may, after giving OPERATOR 72 hours written notice, personally delivered to OPERATOR, or sent to OPERATOR's last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary agricultural activities which OPERATOR should have done, and OWNER shall add all expenses incurred therewith to the rent to be paid hereunder, the same to be immediately due and bear interest until paid at the rate set forth under Operating Covenant 1.
7. **Financial Statement:** OPERATOR agrees to furnish OWNER a statement showing OPERATOR's current financial position upon request of OWNER.
8. **Insolvency of OPERATOR:** The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle OWNER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.
9. **Sale and Removal of Crops:** OPERATOR agrees and acknowledges that, until the scheduled cash rent payments due hereunder have been paid and are not delinquent, and all of the grain has been delivered, OWNER shall have Property rights in the crops produced on the Property, and therefore covenants and agrees not to sell or remove any of the crops raised on the Property during the term of this Lease until the rent due hereunder has been fully paid or OWNER has given OPERATOR written consent to such sale or removal.
10. **Security Interest:** OPERATOR hereby grants OWNER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced, on the Property, on all livestock kept or pastured on the Property, and on all proceeds of such crops and livestock. The security interest granted herein shall extend to and cover all warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of OWNER. OPERATOR shall furnish owner a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property, in

FARM# 19013-3 THE EASTERN IOWA AIRPORT

accordance with the Food Security Act of 1985.

11. **Warranty of OPERATOR:** OPERATOR expressly warrants and guarantees to OWNER that any security interest granted to OWNER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide OWNER with a first security interest, and upon failure to do so, OWNER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease and enter into full possession of the Property.

12. **OPERATOR's Contribution: Accounting:** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon with OWNER; (b) to furnish all labor and equipment necessary to operate the Property; and (c) to promptly complete a "harvest results" card, and return it to OWNER within 48 hours following delivery of OWNER'S harvested grain, (d) to reimburse OWNER for any marketing loss experienced by OWNER as a result of OPERATOR's failure to provide the harvest results to OWNER as required under (c), above. Despite any provision herein to the contrary, OPERATOR shall provide, at its own cost and expense, complete and accurate yield documentation to OWNER within two (2) weeks following harvest of each crop grown on the Property. Yield documentation under this Paragraph shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements.

13. **Care of Property:** OPERATOR agrees that he will: a) cultivate and otherwise operate the Property in a professional workmanlike manner, and in accordance with the Crop Plan and generally recognized and approved agricultural practices; b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; d) operate the Property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to the jurisdiction of USDA and EPA and their related agencies; and e) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

14. **Environmental Compliance:** (a) OPERATOR warrants that he is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) OPERATOR warrants that he will operate the Property in full compliance with all such laws, and will notify OWNER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the Agent or the Property Owner; (c) OPERATOR warrants that all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) OPERATOR acknowledges that he is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that he will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) OPERATOR agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by OWNER.

15. **Machinery and Equipment:** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.

16. **Weed Control:** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by OWNER.

17. **Insect and Disease Control:** OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at his own cost, unless otherwise specified herein, or in writing by OWNER.

18. **Fertilizers, Lime and Manure:** OPERATOR agrees to haul out and distribute, as agreed with OWNER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide OWNER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by OWNER.

19. **Crop Handling:** If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property,

unless otherwise agreed herein or in writing by OWNER. For purposes of this paragraph, "handling" shall include, but shall not be limited to placing crops in storage facilities located on the Property, hauling to a grain elevator or other facility selected by OWNER, and such other handling services as required from time to time by OWNER.

20. **Straw and Stalks**: OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the Property, unless otherwise expressly agreed herein, or in writing by OWNER.

21. **Improvements**: OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to OWNER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR's failure to maintain, or otherwise because of OPERATOR's neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that OWNER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

22. **Fences**: OPERATOR will maintain and remove fences located on the Property at the request of OWNER without charge for labor. In the event new fence is required, compensation shall be as provided for elsewhere herein.

23. **Improvements Made by OPERATOR**: It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature that may be erected upon the above described Property during the term of this Lease by OPERATOR shall be deemed as additional rent and shall inure to the Property and become the Property of OWNER unless permission to erect and remove the same shall be obtained beforehand, in writing, and made a part of this Lease.

24. **Insurance**: OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to OPERATOR's use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. Operator may at the option of OWNER be required to name OWNER and the Agent as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under Operating Covenant 25(a) only; (c) Automobile Liability Insurance on all owned, non-owned, hired or Leased automotive equipment in conjunction with operations, in amounts not less than \$500,000 per occurrence; and (d) If required by OWNER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Operating Covenant 40, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to OWNER upon request.

25. **Indemnification**: OPERATOR agrees to indemnify and hold OWNER harmless from any and all claims, liability, loss, damage or expenses resulting from OPERATOR's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or Property from whatever cause (other than negligence or misconduct by OWNER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal Property in or on the Property, including any liability for injury to the person or personal Property of OPERATOR its agents or employees; (b) By reason of any work performed on the Property or materials furnished on the Property at the instance of or request of OPERATOR, its agents or employees, other than negligence or misconduct by OWNER, its agents or employees; (c) By reason of OPERATOR's failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the Property; (d) Because of OPERATOR's failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. OWNER will indemnify OPERATOR for losses to OPERATOR's livestock and equipment resulting from OWNER's Lease of hunting rights on the Property to third parties. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

26. **Independent Contractors**: If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure OWNER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Operating Covenant 24 herein, and any other insurance OWNER deems reasonably necessary or desirable, under the circumstances.

27. **Expiration of Term; Termination**: Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: a) OPERATOR will promptly surrender possession of the Property to OWNER or its designee in as good order and condition as when the same was entered upon by OPERATOR,

loss by fire, acts of God, or ordinary wear and tear excepted; b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal Property of all type and description from the Property at its own cost and expense; c) If OPERATOR should fail to deliver possession of the Property to OWNER or otherwise fails to comply with the terms of this Paragraph 27, OWNER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR's personal Property, at OPERATOR's sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$100 per day until possession has been delivered and OPERATOR's personal Property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by OWNER by reason of OPERATOR's failure to yield possession.

28. **Binding on Heirs:** Except as provided in Paragraph 34, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both OWNER and OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment as set forth above.

29. **Partnership Not Created:** This Lease should not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, and OPERATOR has no authority to incur any obligation on behalf of OWNER or AGENT.

30. **Notices:** Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.

31. **Time of Essence:** Time is expressly declared to be of the essence in this Lease.

32. **Farm Programs:** Participation of the Property in any Local, State or Federal agricultural, conservation or similar programs, or any program for carbon sequestration, and compliance with the terms and conditions of such programs shall be subject to the direction and control of OWNER.

33. **Sale of Property:** OPERATOR acknowledges and agrees that the Property Owner may desire to sell the Property between the time this Lease is made and entered into and the following January 1st. If a sale contract on the Property is entered into, and OPERATOR is notified in writing of the sale, before such January 1st, OPERATOR agrees to terminate this Lease and to return full possession of the Property to OWNER. OWNER agrees to reimburse OPERATOR for any labor or inputs provided by OPERATOR in anticipation of the upcoming crop year. Reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

34. **Death or Incapacity of OPERATOR:** OPERATOR agrees that this Lease is a personal services contract with OWNER, and that in the event of OPERATOR's death or disability prior to commencement of farming operations or payment of all rent due hereunder, whichever occurs first, this Lease shall, at OWNER's option, not take effect and shall be null and void.

35. **Termination - Compensation for Work Done:** OPERATOR acknowledges and agrees that this Lease will terminate on the date set forth under **Term**, above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (i.e. wheat), without the **written approval** of OWNER. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without prior written approval. Where approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

36. **Possession - Liability:** OWNER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.

37. **Extension of Term - Amendments:** The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.

38. **Oil, Gas and Minerals:** This Lease is subject to all oil, gas or mineral Leases heretofore or hereafter executed by OWNER or its agents. OPERATOR agrees to allowing exploration companies to enter upon the Property and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of OPERATOR and growing crops and Property of OWNER. Upon request, OPERATOR shall be notified by OWNER of known or anticipated oil, gas or mineral exploration activity.

39. **General:** (a) It is mutually understood and agreed that the use of Global Positioning Technology on the Property requires the prior consent and approval of OWNER, which consent and approval will not be unreasonably withheld. ownership, access to, and use of all information generated through the use of Global Positioning Technology shall be the property of OWNER, unless otherwise mutually agreed upon in advance by OWNER and OPERATOR, in writing; to the extent OPERATOR is in

possession of such information, it will promptly deliver the same to OWNER upon request; and (b) It is mutually understood and agreed that this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.

40. **Miscellaneous Provisions:**

1. LESSOR RESERVES THE RIGHT TO DEMAND POSSESSION OF ALL, OR ANY PORTION, OF THE LEASED PREMISES AT ANY TIME BEFORE EXPIRATION OF THIS LEASE FOR ANY PURPOSE. IN SUCH EVENT, LESSOR SHALL PAY REASONABLE DAMAGE FOR GROWING CROPS TAKEN, AN AGREED VALUE FOR WORK DONE ON UNPLANTED ACREAGE, AND RENTALS FOR SAID LAND REFUNDED.
2. ALL NOXIOUS WEED SHALL BE CONTROLLED. OTHER WEEDS SUCH AS HORSEWEED AND JIMSON WEED SHALL BE CONTROLLED OR DESTROYED.
3. LESSEE WILL COMPLY WITH ALL RESTRICTIONS REGARDING THE GROWTH OF TREES, WEEDS, OR SHRUBS AS SET FORTH IN ALL LOCAL, STATE, AND FEDERAL RULES, ORDINANCES, AND REGULATIONS.
4. IT IS UNDERSTOOD AND AGREED THAT THE RIGHTS GRANTED HEREUNDER WILL NOT BE EXERCISED IN SUCH A WAY AS TO INTERFERE WITH OR ADVERSELY AFFECT THE USE, OPERATION, MAINTENANCE, OR DEVELOPMENT OF THE AIRPORT.
5. THE LESSEE WILL INDEMNIFY AND SAVE HARMLESS THE CEDAR RAPIDS AIRPORT COMMISSION, THE CITY OF CEDAR RAPIDS AND THEIR RESPECTIVE EMPLOYEES FOR AND FROM ALL LIABILITY ARISING FROM LESSEE'S NEGLIGENCE OR DAMAGES OF ANY NATURE.
6. NO SEED, FERTILIZER, CHEMICAL, OR OTHER COMMERCIAL ADVERTISING SIGNS ARE TO BE DISPLAYED ON AIRPORT PROPERTY BY LESSEE OR FARM INPUT SUPPLIERS.
7. OPERATOR SHALL REPORT HARVEST YIELDS WITHIN TWO WEEKS OF HARVEST, AND PROVIDE OWNER WITH A COPY OF THE 2017 CROP INSURANCE PRODUCTION AND YIELD REPORT AFTER SALES CLOSING DATE SHOWING THE ACTUAL AVERAGE YIELDS FOR 2016 AND PRIOR CROP YEARS.
8. OPERATOR SHALL NOT DO ANY FALL TILLAGE OR FERTILIZER APPLICATIONS UNTIL GIVEN WRITTEN APPROVAL BY OWNER. SOYBEANS SHALL BE NO-TILL PLANTED.
9. CROP RESIDUE COVER OF AT LEAST 35% SHALL BE MAINTAINED AFTER PLANTING. IF SPRING TILLAGE IS REQUIRED, TILLAGE SHALL CONSIST OF "SECONDARY" TILLAGE IMPLEMENTS.
10. OPERATOR AGREES TO WORK WITH THE NATURAL RESOURCE CONSERVATION SERVICE (NRCS), AND/OR ANY OTHER REGULATORY GOVERNMENT AGENCY, IN DEVELOPING AND IMPLEMENTING A COMPREHENSIVE NUTRIENT MANAGEMENT PLAN.
11. OPERATOR AGREES TO WORK WITH OWNER IN THE ESTABLISHMENT OF BIOFUEL CROPS, IF APPLICABLE, AND CONSERVATION IMPROVEMENTS AS NEEDED OR REQUIRED.

IN WITNESS WHEREOF, the parties hereto have entered into this Farm Lease and Security Agreement on the date first above written.

Operator: RON NOVE / 0915

By Owner: _____

Date: _____

**FARM LEASE AND SECURITY AGREEMENT
CASH RENT**

Parties: This Farm Lease and Security Agreement (“Lease”) is entered into by and between CEDAR RAPIDS AIRPORT COMMISSION, (collectively referred to herein as the “OWNER”), and The UNIVERSITY OF IOWA, AN ENTITY OF THE STATE OF IOWA, 301 UNIVERSITY SERVICES BUILDING, IOWA CITY, IA 52242, ATTENTION: UNIVERSITY BUSINESS hereinafter referred to as OPERATOR.

Property: OWNER Leases to OPERATOR the following described real property (“Property”): 6.3 +/- TILLABLE ACRES LOCATED WITHIN THE SE1/4SE1/4 OF SECTION 24. AND 5.6 +/- TILLABLE ACRES LOCATED WITHIN THE NE1/4NE1/4 OF SECTION 25 ALL IN T82N, R8W OF THE 5TH P.M.. AS SHOWN ON ATTACHED MAP: AND 25.5 +/- TILLABLE ACRES LOCATED WITHIN IN S1/2 OF SECTION 30. AND 31.8 +/- TILLABLE ACRES LOCATED WITHIN SECTION 29 ALL IN T82N, R7W OF THE 5TH P.M.. AS SHOWN ON THE ATTACHED MAP IN EXHIBIT “A”. LINN COUNTY, IOWA. Linn, County, State of Iowa, containing approximately 68.9 acres, excepting there from all rights to hunt, trap or otherwise take or harvest rodents or other crop destroying wildlife upon the Property, all of which rights (including the right to Lease) are reserved to OWNER, its successors and assigns.

Term: The term of this Lease shall begin on 07/01/2016, and shall end on 02/28/2025 without notice of any type being required of OWNER, unless expressly required by applicable state law. *Provided*, however, that OWNER may terminate this Lease at any time upon OPERATOR’S failure to timely pay the full amount of any rent due hereunder. The OWNER acknowledges that rental consideration for the period of 07/01/2016 to 02/28/2017 has been paid and received; and that the next rent due shall become due on 03/01/2017.

Rent: OPERATOR shall pay rent to OWNER, as follows:

\$17,225.00 ON 68.9 +/- TILLABLE ACRES FOR PLANTING AND HARVESTING MISCANTHUS X GIGANTEUS (COLLECTIVELY REFERRED TO HEREIN AS “MTSCANTHUS”), AND/OR, HARVESTING IOWA STATE UNIVERSTIY PRAIRIE STRIPS RESEARCH PROJECT AS A BIOFUEL. RENT IS DUE EACH MARCH 1ST WITH A CHECK MADE PAYABLE TO THE EASTERN IOWA AIRPORT.

CASH RENT IS DUE AS FOLLOWS:

03/01/2017	\$17,250.00
03/01/2018	\$17,250.00
03/01/2019	\$17,250.00
03/01/2020	\$17,250.00
03/01/2021	\$17,250.00
03/01/2022	\$17,250.00
03/01/2023	\$17,250.00
03/01/2024	\$17,250.00

OPERATOR will use the Property strictly for growing and harvesting of Miscanthus. If OPERATOR desires to plant, grow, or harvest other crops or plants, OPERATOR will submit a written crop plan for OWNER’S review and approval (“Crop Plan”) which, when approved by OWNER, shall be made a part of this Lease.

Expenses: Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

ALL CROP EXPENSES TO OPERATOR. SOIL TESTING SHALL BE DONE EVERY THREE YEARS ON 2.5 ACRE GRIDS WITH A REPORT GIVEN TO OWNER. SOIL NUTRIENTS TO BE MAINTAINED AT CURRENT LEVELS THROUGHOUT THE TERM OF THIS LEASE. OPERATOR AGREES TO COMPENSATE OWNER FOR ANY NUTRIENT LEVEL LESS THAN THE INITIAL LEVEL AT THEN CURRENT MARKET RATES.

Farm Programs: All decisions concerning participation of the Property in any Local, State, or Federal agricultural, conservation or similar programs shall be at the discretion of OWNER, and in accordance with any Crop Plan. Any division of payments shall be in conformity with applicable governmental laws and regulations. OPERATOR may participate in any available federal program(s) providing support for biofuel crop production, including BCAP or other state or federal biomass grant programs with OWNER’S consent, which consent will not be unreasonably withheld.

It is mutually understood and agreed that if OPERATOR a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and b) fails or refuses to comply with the terms and conditions of this Lease, and c) is terminated by OWNER as OPERATOR under this Lease for any reason, then OPERATOR agrees to

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immediately return the advanced government program payments. As determined by the Farm Service Agency, the payments shall either be returned to the FSA, or paid to the new tenant to whom the Property is Leased for the applicable farm year. Agricultural Chemicals: OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with any Crop Plan agreed to with OWNER.

OPERATOR AGREES TO APPLY LIME IN SUFFICIENT AMOUNT TO MAINTAIN A MINIMUM pH LEVEL OF 6.4 AT THE CONCLUSION OF THE GROWING SEASON. OPERATOR TO COMPLETE SOIL TESTING AT THE DIRECTION OF THE OWNER WITH THE INTERVALS NOT TO EXCEED THREE YEARS BETWEEN TESTS AND TO FURNISH COPIES TO THE FARM MANAGER UPON REQUEST. THIS SHALL APPLY UNLESS OTHERWISE STATED IN THE AG CHEMICALS SECTION.

Operating Covenants: The following paragraphs may be deleted, under appropriate circumstances:

OPERATING COVENANTS:

1. Rent: Cash rent shall be paid on the dates set forth herein, without further notice from OWNER to OPERATOR. Cash rent not paid when due shall bear interest until paid, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. OPERATOR agrees to pay a service charge of \$25 for any returned or insufficient funds check.
2. Assignment - Subleasing: OPERATOR may assign this Lease in whole or in part to the University of Iowa or an affiliate of the University of Iowa, and will promptly provide OWNER with a copy of such assignment for execution by OWNER. OPERATOR agrees not to assign this Lease to any other person, nor sublease all or any part of the Property without the prior written consent of OWNER, which consent may be withheld for any reason. For the purpose of this section, an assignment of this Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis.
3. Right to Enter: OWNER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. OWNER, its lessees, agents, assigns or contractors shall also have the right to go upon the land to install conservation structures, or to do any maintenance work necessary, and, to hunt, trap or otherwise take or harvest rodents or other crop destroying wildlife from the Property.
4. Litigation: In the event of default by OPERATOR resulting in OWNER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, each party shall pay its own attorney's fees and expenses,
5. Default: All covenants and agreement contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein and fail to remedy said default within 10 calendar days following receipt by OPERATOR of written demand from OWNER to do so, or if by reason of the nature of such default the same cannot be remedied within such 10 day period, Operator shall have failed to commence the remedying of such default within said period or having so commence, shall have failed thereafter to continue with diligence the remedying thereof; OWNER may terminate the Lease provided herein, and/or bring an action for damages, performance, or other suitable remedy in a court of competent jurisdiction. Any waiver or failure by OWNER to strictly enforce any provision of this agreement shall not be deemed to restrict or limit OWNER'S ability to strictly enforce said provision at any time thereafter.
6. Failure to Perform / Right of Entry: OPERATOR agrees that if it fails to diligently perform any agricultural activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if it fails to follow Crop Plan or assigns this Lease or subleases the Property in whole or in part to one or more third parties without complying with Paragraph 2 herein, OWNER may, after giving OPERATOR 14 days written notice, personally delivered to OPERATOR, or sent to OPERATOR'S last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary agricultural activities which OPERATOR should have done, and OWNER shall add all expenses incurred therewith to the rent to be paid hereunder, the same to be immediately due and bear interest until paid at the rate set forth under Operating Covenant 1.
7. Financial Statement: OPERATOR agrees to furnish OWNER a statement showing OPERATOR'S current financial position upon request of OWNER.
8. Insolvency of OPERATOR: The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle OWNER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.
9. Sale and Removal of Crops: OPERATOR agrees and acknowledges that, until the scheduled cash rent payments due hereunder have been paid and are not delinquent, and all of the harvested crop has been delivered, OWNER shall have Property rights in the crops produced on the Property, and therefore covenants and agrees not to sell or remove any of the crops raised on the Property during the term of this Lease until the rent due hereunder has been fully paid or OWNER has given OPERATOR

written consent to such sale or removal.

10. **Security Interest:** OPERATOR hereby grants OWNER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced, on the Property, and on all proceeds of such crops. The security interest granted herein shall extend to and cover ail warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of OWNER. OPERATOR shall furnish owner a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property, in accordance with the Food Security Act of 1985.

11. **Warranty of OPERATOR:** OPERATOR expressly warrants and guarantees to OWNER that any security interest granted to OWNER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide OWNER with a first security interest, and upon failure to do so, OWNER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease and enter into full possession of the Property.

12. **OPERATOR'S Contribution: Accounting:** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon with OWNER; (b) to furnish all labor and equipment necessary to operate the Property. Despite any provision herein to the contrary, OPERATOR shall provide, at its own cost and expense, current yield documentation to OWNER on or before May I of each year. Yield documentation under this Paragraph shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements.

13. **Care of Property:** OPERATOR agrees that he will: a) cultivate and otherwise operate the Property in a professional workmanlike manner, in accordance with the Crop Plan, a copy of which is attached hereto as an Exhibit, and which may be amended from time to time by agreement of the parties (the "Crop Plan"), and in accordance with generally recognized and approved agricultural practices; b) when so directed, use minimum tillage or no tillage agricultural practices; c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; d) operate the Property in conformity with all required or applicable government plans or programs, including but not limited to those subject to the jurisdiction of USDA, EPA, the FAA and their related agencies; e) Operate the Property in a manner that will not interfere with use of the adjoining or nearby real estate as an airport; and f) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

14. **Environmental Compliance:** (a) OPERATOR warrants that he is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) OPERATOR warrants that he will operate the Property in full compliance with all such laws, and will notify OWNER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the Agent or the Property Owner; (c) OPERATOR warrants that all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) OPERATOR acknowledges that it is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that it will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) OPERATOR agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by OWNER.

15. **Machinery and Equipment:** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.

16. **Weed Control:** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are necessary to keep these areas neat and presentable, or as necessary to use of adjoining or nearby real estate as an airport. All costs involved in controlling weeds shall

be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by OWNER.

17. Insect and Disease Control: OPERATOR agrees to carry out all approved practices for the control and eradication of crop destroying insects, pests and diseases, as may be necessary to protect crops growing on the Property and on row crops growing on adjoining lands, at its own cost, unless otherwise specified herein, or in writing by OWNER.

18. Fertilizers, Lime and Manure: OPERATOR agrees to haul out and distribute, as agreed with OWNER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide OWNER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by OWNER.

19. Crop Handling: If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property, unless otherwise agreed herein or in writing by OWNER, For purposes of this paragraph, "handling" shall include, but shall not be limited to hauling to an appropriate facility. If crops other than Miscanthus and prairie strips are raised on the Property, such facility shall be selected or approved in advance by OWNER.

20. [Reserved]

21. Improvements: OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to OWNER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR'S failure to maintain, or otherwise because of OPERATOR'S neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that OWNER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

22. [Reserved I]

23. Improvements Made by OPERATOR: It is mutually understood and agreed between the parties hereto that all improvements of every kind and nature that may be erected upon the above described Property during the term of this Lease by OPERATOR shall be deemed as additional rent and shall inure to the Property and become the Property of OWNER unless permission to erect and remove the same shall be obtained beforehand, in writing, and made a part of this Lease.

24. Insurance: OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to OPERATOR'S use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$ 1,000,000 per occurrence. Operator may at the option of OWNER be required to name OWNER and the Agent as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under Operating Covenant 25(a) only; (c) Automobile Liability Insurance on all owned, non-owned, hired or Leased automotive equipment in conjunction with operations, in amounts not less than \$500,000 per occurrence; and (d) If required by OWNER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Operating Covenant 40, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to OWNER upon request.

25. Indemnification: OPERATOR agrees to indemnify and hold OWNER harmless from any and all claims, liability, loss, damage or expenses resulting from OPERATOR'S occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or Property from whatever cause (other than negligence or misconduct by OWNER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal Property in or on the Property, including any liability for injury to the person or personal Property of OPERATOR its agents or employees; (b) By reason of any work performed on the Property or materials furnished on the Property at the instance of or request of OPERATOR, its agents or employees, other than negligence or misconduct by OWNER, its agents or employees; (c) By reason of OPERATOR'S failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the Property; (d) Because of OPERATOR'S failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. OWNER will indemnify OPERATOR for losses to OPERATOR'S livestock and equipment resulting from OWNER'S Lease of hunting rights on the Property to third parties. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

26. Independent Contractors: If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure OWNER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Operating Covenant 24 herein, and any other insurance OWNER deems reasonably necessary or desirable, under the circumstances.
27. Expiration of Term; Termination: Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: a) OPERATOR will promptly surrender possession of the Property to OWNER or its designee in as good order and condition as when the same was entered upon by OPERATOR, loss by fire, acts of God, or ordinary wear and tear excepted; b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal Property of all type and description from the Property at its own cost and expense; c) If OPERATOR should fail to deliver possession of the Property to OWNER or otherwise fails to comply with the terms of this Paragraph 27, OWNER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR'S personal Property, at OPERATOR'S sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$100 per day until possession has been delivered and OPERATOR'S personal Property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by OWNER by reason of OPERATOR'S failure to yield possession.
28. Binding on Heirs: Except as provided in Paragraph 34, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, successors, and permitted assigns of both OWNER and OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment except as otherwise set forth herein.
29. Partnership Not Created: This Lease should not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, and OPERATOR has no authority to incur any obligation on behalf of OWNER or AGENT.
30. Notices: Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.
31. Time of Essence: Time is expressly declared to be of the essence in this Lease.
32. Farm Programs: Participation of the Property in any Local, State or Federal agricultural, conservation or similar programs, or any program for carbon sequestration, and compliance with the terms and conditions of such programs shall be subject to the written consent of OWNER, which consent will not be unreasonably withheld.
33. I Resetvedl
34. [Reserved]
35. Termination - Compensation for Work Done: OPERATOR acknowledges and agrees that unless earlier terminated, this Lease will terminate on the date set forth under Term, above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (i.e. wheat), without the written approval of OWNER. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without prior written approval. Where approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.
36. Possession - Liability: OWNER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.
37. Extension of Term - Amendments: The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.
38. [Reserved)
39. General: (a) It is mutually understood and agreed that the use of Global Positioning Technology on the Property requires the prior consent and approval of OWNER, which consent and approval will not be unreasonably withheld, ownership, access to, and use of all information generated through the use of Global Positioning Technology shall be the property of OWNER, unless otherwise mutually agreed upon in advance by OWNER and OPERATOR, in writing; to the extent OPERATOR is in possession of such information, it will promptly deliver the same to OWNER upon request; and (b) It is mutually understood and agreed that this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.

40, Miscellaneous Provisions:

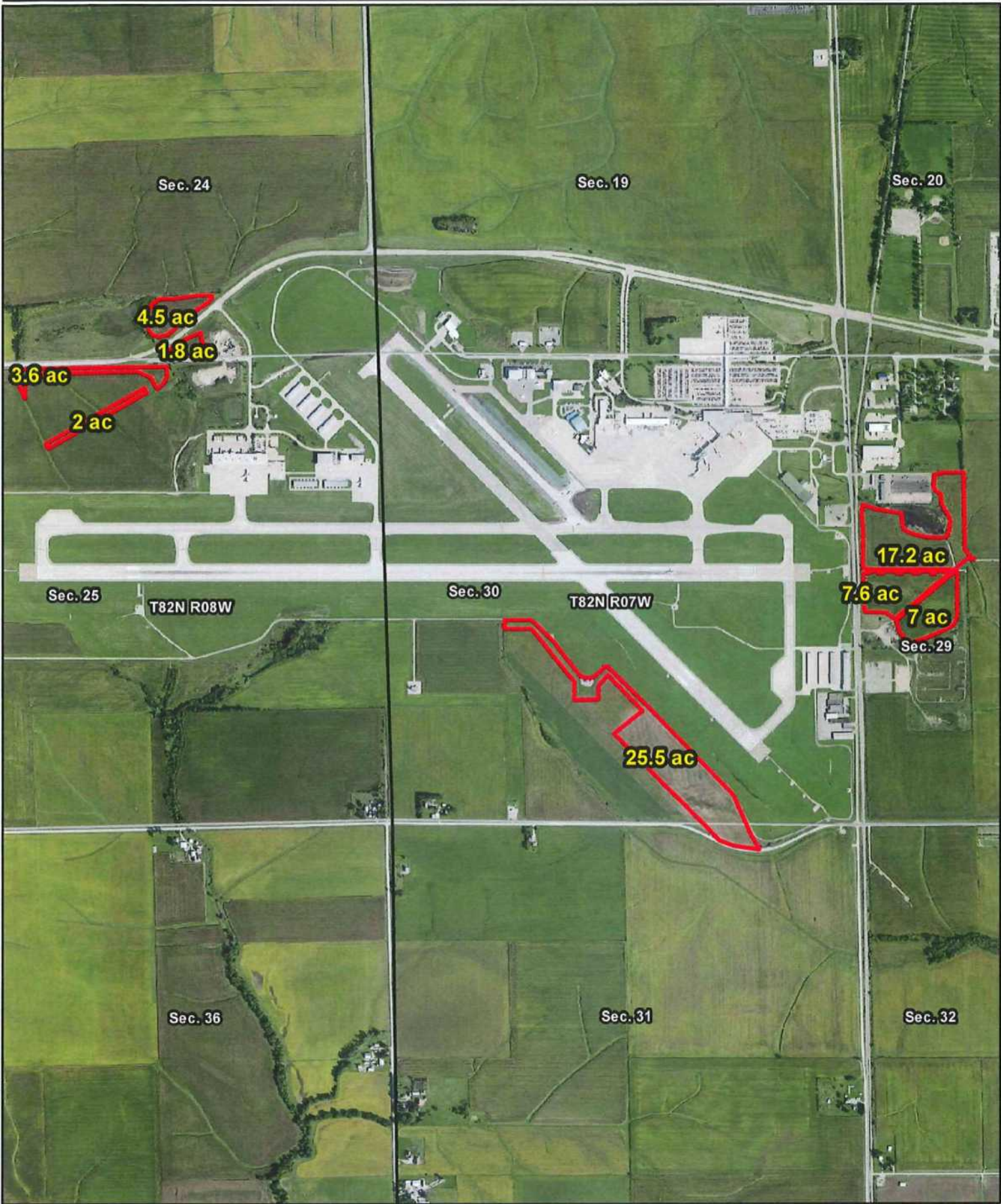
1. OWNER RESERVES THE RIGHT TO DEMAND POSSESSION OF ALL OR ANY PORTION OF THE LEASED PREMISES AT ANYTIME BEFORE EXPIRATION OF THIS LEASE FOR ANY PURPOSE. UPON NOT LESS THAN NINETY (90) DAYS WRITTEN NOTICE TO OPERATOR. IN SUCH EVENT. OWNER SHALL PAY REASONABLE DAMAGE FOR GROWING CROPS TAKEN, AN AGREED VALUE FOR WORK DONE ON UNPLANTED ACREAGE, AND ANY ADVANCE RENTALS PAID FOR SAID LAND SHALL BE REFUNDED.
2. ALL NOXIOUS WEEDS SHALL BE CONTROLLED. OTHER WEEDS SUCH AS HORSEWEED AND JIMSON WEED SHALL BE CONTROLLED OR DESTROYED.
3. OPERATOR WILL COMPLY WITH ALL RESTRICTIONS REGARDING THE GROWTH OF TREES, WEEDS, OR SHRUBS AS SET FORTH IN ALL LOCAL, STATE, AND FEDERAL RULES, ORDINANCES, AND REGULATIONS.
4. IT IS UNDERSTOOD AND AGREED THAT THE RIGHTS GRANTED HEREUNDER WILL NOT BE EXERCISED IN SUCH A WAY AS TO INTERFERE WITH OR ADVERSELY AFFECT THE USE, OPERATION, MAINTENANCE, OR DEVELOPMENT OF THE AIRPORT.
5. THE OPERATOR WILL INDEMNIFY AND SAVE HARMLESS THE CEDAR RAPIDS AIRPORT COMMISSION, THE CITY OF CEDAR RAPIDS AND THEIR RESPECTIVE EMPLOYEES FOR AND FROM ALL LIABILITY ARISING FROM OPERATOR'S NEGLIGENCE OR DAMAGES OF ANY NATURE.
6. NO SEED, FERTILIZER, CHEMICAL, OR OTHER COMMERCIAL ADVERTISING SIGNS ARE TO BE DISPLAYED ON AIRPORT PROPERTY BY OPERATOR OR FARM INPUT SUPPLIERS. OPERATOR MAY BE PERMITTED TO ERECT A SMALL EDUCATIONAL SIGN UPON WRITTEN CONSENT OF OWNER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.
7. OPERATOR MAY TERMINATE THIS LEASE AS TO ALL OR A PORTION OF THE PROPERTY PRIOR TO SEPTEMBER 1 OF ANY YEAR FOR ANY REASON BY PROVIDING WRITTEN NOTICE TO OWNER OF ITS ELECTION TO TERMINATE THE LEASE. TO BE DELIVERED AT LEAST THIRTY (30) DAYS PRIOR TO SAID TERMINATION DATE. IN SUCH EVENT, OPERATOR SHALL, AT ITS OWN EXPENSE, ERADICATE/KILL ALL GROWING MISCANTHUS BY SEPTEMBER 15 AND COMPLETE HARVEST, IF APPLICABLE, BY OCTOBER 15. THIS LEASE SHALL THEN TERMINATE ON OCTOBER 16 WITH FULL POSSESSION RETURNED TO OWNER AT THAT TIME.
8. OPERATOR AGREES TO WORK WITH THE NATURAL RESOURCE CONSERVATION SERVICE INRCSL AND/OR ANY OTHER REGULATORY GOVERNMENT AGENCY, IN DEVELOPING AND IMPLEMENTING A COMPREHENSIVE NUTRIENT MANAGEMENT PLAN AT THE EASTERN IOWA AIRPORT.
9. OPERATOR SHALL BE RESPONSIBLE FOR 100% OF MISCANTHUS ERADICATION COSTS AT LEASE TERMINATION. OPERATOR ALLOWED TO HARVEST, REMOVE, OR DESTROY ALL RHIZOMES, OR OTHER PLANT STOCK AT LEASE TERMINATION.
10. RENTAL AREA TO BE DETERMINED BY GPS COORDINATES AFTER ESTABLISHMENT IN EXISTING CROPLAND AND ANNUAL BASE RENT TO BE ADJUSTED AT THE RATE OF \$250.00 PER PLANTED ACRE. IF CROPLAND PLANTED TO MISCANTHUS ENCROACHES ON LAND LEASED TO THIRD PARTIES FOR ROW CROP PRODUCTION, OPERATOR AGREES TO COMPENSATE OWNER AT THE RATE OF \$380.00 PER ACRE. OWNER WILL REFUND ROW CROP OPERATORS FOR ADDITIONAL CROPLAND PLANTED TO MISCANTHUS.
11. OPERATOR IS ALLOWED TO PLANT MISCANTHUS ON ACRES NOT CURRENTLY PLANTED TO ROW CROPS AT NO ADDITIONAL CHARGE. OPERATOR ASSUMES ALL RISK AND COSTS ASSOCIATED WITH PLANTING MISCANTHUS ON THESE ACRES. EXACT ACRES AND LOCATIONS TO BE DETERMINED AT A LATER DATE WITH AN ADDENDUM TO LEASE.
12. OWNER ACKNOWLEDGES OPERATOR MAY HIRE VENDORS TO PROVIDE PLANTING, SPRAYING, CROP SCOUTING, AND HARVESTING SERVICES. OPERATOR AND ALL VENDORS SHALL HAVE LIABILITY INSURANCE OF NOT LESS THAN \$1 MILLION PER OCCURRENCE WITH A CERTIFICATE OF LIABILITY INSURANCE PROVIDED TO OWNER ANNUALLY. IF THE LIABILITY INSURANCE REQUIREMENT SHOULD INCREASE, FOR ANY REASON, REGARDING THE OWNER'S OTHER FARM TENANTS, THEN THE LIABILITY INSURANCE COVERAGE FOR OPERATOR AND HIRED VENDORS WILL INCREASE IN THE SAME AMOUNT.
13. IN THE EVENT OF A MARCH 1 PAYMENT DEFAULT, OPERATOR WILL HAVE 30 DAYS TO ASSIGN LEASE TO ANOTHER OPERATOR PER WRITTEN APPROVAL OF OWNER. IF NO LEASE ASSIGNMENT IS COMPLETED

WITHIN SUCH TIME. THIS LEASE SHALL TERMINATE ON THE FOLLOWING APRIL 1 WITH FULL POSSESSION RETURNED TO OWNER.

IN WITNESS WHEREOF, the parties hereto have entered into this Farm Lease and Security Agreement on the date first above written.

<p>_____ Operator: The University of Iowa By: David Kieft, University Business Manager</p> <p>_____ By: Owner</p>

Exhibit "A"



The Eastern Iowa Airport

MEMORANDUM OF UNDERSTANDING

Between
The Eastern Iowa Airport
and
IOWA STATE UNIVERSITY

THIS MOU is made by, and between The Eastern Iowa Airport and Iowa State University, ("ISU"); individually the "Party", together the "Parties".

WHEREAS, The Eastern Iowa Airport, has the authority to and is willing to provide site access and through its cooperators has the ability to establish and maintain project treatment areas as further described in the attached Research Project Specification incorporated into this Memorandum of Understanding (MOU) by reference as Appendix A (herein after "Project"); and

WHEREAS, ISU has an established program directed by Drs. Matt Helmers and Lisa Schulte-Moore ("Principal Investigators") to conduct the Project;

NOW THEREFORE, In consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1.0 Effective Date and Project Period. The effective date of this MOU is March 23, 2015. This MOU shall begin on the Effective Date and extend through March 22, 2020 unless terminated earlier as provided hereunder. If desired by both Parties, the Project Period of this MOU may be extended beyond March 22, 2020 per the amendment process of Section 13.0 below.

2.0 Project.

- 2.1 The Project will be directed and supervised by the Principal Investigators, who shall have primary responsibility for the performance of the Project. If Matt Helmers and Lisa Schulte-Moore cease to serve as Principal Investigators for any reason, ISU will promptly notify The Eastern Iowa Airport and ISU identify a replacement within sixty (60) days. If a suitable replacement cannot be identified within the sixty day period, The Eastern Iowa Airport shall have the right to terminate this MOU as provided in Section 9.
- 2.2 ISU agrees to make available such other qualified personnel, physical facilities and services as ISU possesses and as may be required to carry out the Project.
- 2.3 ISU agrees to prepare and deliver annual statements of work that will detail the work plan for that specific year including approximate timing of access needed to the site and equipment to be used at the site. The annual statements of work will be due no later than February 15th of each year unless mutually agreed otherwise.
- 2.4 The parties will make decisions relative to vegetation management on research plots used by the project through cooperative consultation before actions are taken.

3.0 Compensation. Each party to this MOU shall incur its own cost to fulfill its obligations in this MOU. As consideration for ISU's performance of the Project, The Eastern Iowa Airport is willing to provide site access and to establish and maintain project treatment areas as further described in Appendix A.

4.0 Equipment. ISU shall retain title to all monitoring devices installed on The Eastern Iowa Airport premises as part of this research program.

5.0 Rights in Data. ISU shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed under this MOU. The Eastern Iowa Airport shall have the right to duplicate and use for its internal use the technical reports and information

specified to be delivered. It is agreed that under no circumstances will The Eastern Iowa Airport state or imply in any publication or other published announcement that ISU tested or approved any product which is manufactured, sold, or distributed under a brand name or trademark. It is also agreed by The Eastern Iowa Airport that it will not under any circumstances use the name of ISU or its employees in any advertisement, press release or publicity with reference to this MOU, without prior written approval of ISU.

6.0 Publication. ISU may publish the findings made by these studies, but will send all publications to The Eastern Iowa Airport at least thirty (30) days prior to public disclosure to provide opportunity for review and comment and to determine if The Eastern Iowa Airport Confidential Information are contained therein. ISU agrees to remove The Eastern Iowa Airport Confidential Information as requested by The Eastern Iowa Airport prior to disclosure. If The Eastern Iowa Airport raises no objection within the notification period above, then ISU has the right to proceed with publication. ISU shall have the final authority to determine the scope and content of any publications, except for removal of The Eastern Iowa Airport Confidential Information as described above.

7.0 Insurance, Indemnification and Liability.

7.1 Each Party agrees to be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents acting within the scope of their employment.

7.2 To the full extent permitted by Chapter 669, Code of Iowa, ISU will indemnify, defend and hold harmless The Eastern Iowa Airport, its directors, officers, agents and employees with respect to any personal injury or other expense, claim, liability, loss, damage or costs to the extent caused by performance of Project work by ISU, its employees or agents.

7.3 To the full extent permitted by Chapter 670, Code of Iowa, The Eastern Iowa Airport will indemnify, defend and hold harmless ISU, its directors, officers, agents and employees with respect to any personal injury or other expense, claim, liability, loss, damage or costs to the extent caused by performance of Project work by The Eastern Iowa Airport or its officers and employees.

8.0 Default. If either Party refuses or fails to perform any of its obligations of this MOU or commits any other substantial breach of this contract, the other Party may notify the defaulting Party in writing of the nonperformance and if not cured in ten days or any longer time specified in writing, such Party may terminate the MOU in accordance with Section 9.0.

9.0 Termination. Due to ISU's extensive investment and commitment to this research, The Eastern Iowa Airport shall provide ISU with a three (3) year written notice in terminating this MOU. Shall ISU wish to terminate this MOU for convenience, ISU shall provide The Eastern Iowa Airport with six (6) months notice in order for ISU to remove monitoring devices from the experimental watersheds.

10.0 Notices.

The Eastern Iowa Airport

For Technical matters

Name: Farmers National Company, John Yeomans
Address: PO Box 1488, Iowa City, IA 52244
Phone: 319-325-3080
Fax: 319-644-8093
Email: jyeomans@farmersnational.com

For Business matters

Name:	Marty Lenss	Don Swanson
Title:	Airport Director	Dir., Finance & Administration
Address:	The Eastern Iowa Airport 2515 Arthur Collins Parkway SW Cedar Rapids, Iowa 52404-8952	The Eastern Iowa Airport 2515 Arthur Collins Parkway SW Cedar Rapids, Iowa 52404-8952
Phone:	319-731-5713	319-731-5715
Fax:	319-362-1670	319-362-1670
Email:	m.lenss@criairport.org	d.swanson@criairport.org

IOWA STATE UNIVERSITY

For Technical Matters

Name:	Matt Helmers	Lisa Schulte-Moore
Title:	Professor	Associate Professor
Address:	4354 Elings Hall Iowa State University	142 Science II Iowa State University
Phone:	515-294-6717	515-294-7339
Fax:	515-294-2255	515-294-7874
Email:	mhelmers@iastate.edu	lschulte@iastate.edu

For Business Matters

Name: Keith Kutz
Title: Senior Award Administrator
Address: Office of Sponsored Programs Administration
1138 Pearson Hall
Ames, IA 50011-2207
Phone: 515-294-0986
Fax: 515-294-8000
Email: kkutz@iastate.edu

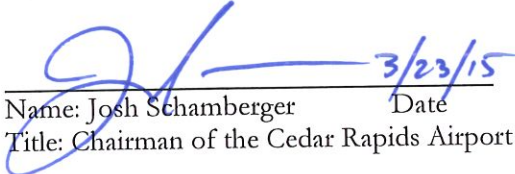
11.0 Assignment. This MOU is personal in its character and cannot be assigned, sold, transferred or encumbered in any manner by any Party hereto without the express written consent of the other Party, any attempt to do so being void.

12.0 Governing Law. This MOU shall be deemed to be a contract under, and shall be governed by and construed and enforced in accordance with the laws of the State of Iowa.

13.0 Entire MOU. This MOU sets forth the entire MOU between the parties and supersedes all previous MOUs written or oral. This MOU may be amended only by an instrument in writing duly executed on behalf of the parties.

IN WITNESS WHEREOF, The Eastern Iowa Airport and ISU have caused this MOU to be executed by their duly authorized representatives as of Effective Date written above.

**The Eastern Iowa Airport
Agreed and Understood**

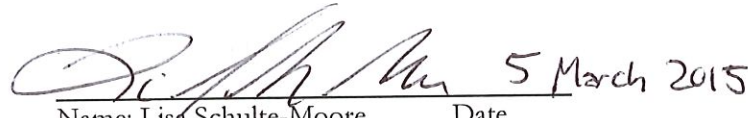
 3/23/15
Name: Josh Schamberger Date
Title: Chairman of the Cedar Rapids Airport Commission

Approved


 23/3/15
Name: Marcia Rogers Date
Title: Secretary

**IOWA STATE UNIVERSITY
Agreed and Understood**

 6 March 2015
Name: Matt Helmers Date
Title: Professor

 5 March 2015
Name: Lisa Schulte-Moore Date
Title: Associate Professor

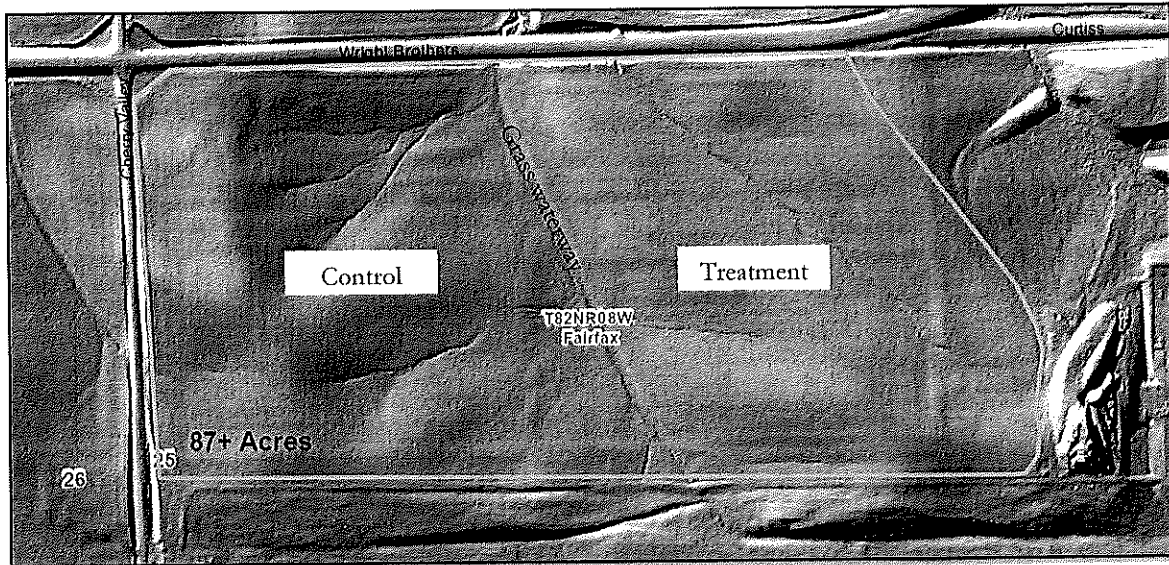
Approved

 3/12/2015
Name: Keith B. Kutz Date
Title: Senior Award Administrator
Office of Sponsored Programs Administration

Appendix A: Research Project Specification

In this study we propose to examine nutrient, water and carbon cycling processes, soil processes, and biodiversity response within an approximately 87 acre row-crop field at Eastern Iowa Airport. Approximately the eastern half of this field will comprise the “treatment,” and approximately 10% of its area will be implemented with prairie strips but otherwise it will be farmed with standard agricultural practices. Approximately the western half of this field will comprise the “control”, and be farmed according to standard agricultural practices. The treatment and control will be divided along the grass waterway that runs diagonally through the approximate center of the field (see below).

This site will be a part of a broader experiment conducted by the STRIPS (Science-based Trials of Rowcrops Integrated with Prairie Strips; www.prairiestrips.org) team across Iowa. Experimental investigations will occur in concert with calibration and validation of soil, plant, and hydrologic models to assess water, nutrient and carbon fluxes, with an aim to develop tools for agricultural conservation over watershed and landscape scales. These experiments will provide valuable data for accurately parameterizing watershed and landscape models (especially for non-conventional land cover types). The Eastern Iowa Airport will serve as a demonstration site and training location for this work that is in close proximity to urban populations in Cedar Rapids and Iowa City, and also easily accessible to farmers, educational institutions, and natural resource management professionals. The project is also has outreach and educational components that communicate study findings to farmers, landowners, decision makers, and the public. The outreach and educational component will be developed with input from the Eastern Iowa Airport and all parties will assist in executing the outreach component.



Farm Lease Termination

To:

From: CEDAR RAPIDS AIRPORT COMMISSION, C/O DONALD D SWANSON, DIRECTOR OF
FINANCE & ADMINISTRATION, 2515 ARTHUR COLLINS PARKWAY SW,
CEDAR RAPIDS, IA 52404-8952

Subject: *Notice of Termination of Farm Lease*

Date:

You and anyone having a tenancy interest in the following property are hereby notified that your lease of the property described below will terminate on:

PROPERTY DESCRIPTION: FARM #19013-1: TILLABLE CROPLAND WITHIN THE S½ NW¼ AND NE¼ NW¼ SECTION 26, AND SE¼ NE¼ SECTION 27, ALL IN T-82-N, R-8-W OF THE 5TH P.M. LINN COUNTY, IOWA, EXCEPT ALL EASEMENTS OF RECORD, CONTAINING 160 ACRES, MORE OR LESS, LINN COUNTY, IOWA

This letter serves as notification of the termination of your current lease on the above captioned property per the Owner(s), THE EASTERN IOWA AIRPORT. Please contact the farm manager to review the conditions of this termination. Your understanding and cooperation are greatly appreciated.

While your lease remains in effect, you should continue to abide by all of its terms, and pay any remaining rent that may be due now, or that may become due on or before the termination date.

If you are contacted to enter into a new lease, please understand that the negotiation process does not constitute entering into a new lease. Any new lease will not become effective until all of the terms and conditions are reduced to writing, and it is signed by all of the parties.

You should not begin preparations for a crop that would not be harvested until after your lease's termination, or incur any expenses in anticipation of such a crop. If you have already done so, please contact the Owner(s) immediately. If your assistance is needed for such preparations, the Owner(s) will contact you and provide written authorization and directions.

On or before the termination date, you are to vacate the property and restore full possession to the Owner(s). Unless alternative arrangements have been made, your failure to vacate and/or restore the condition of the premises may result in liability, damages, or any penalties allowed by law.

If you have any questions concerning this matter, please contact us.

Owner(s): THE EASTERN IOWA AIRPORT

Phone: (319) 362-3131

_____ Date

The Eastern Iowa Airport by _____ (Print)

Certified Mail # _____