

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO. CODE & ADMIN. LOCATION 29 129	2. SIGN-UP NUMBER 57
	3. CONTRACT NUMBER	4. ACRES FOR ENROLLMENT 49.46
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) MERCER COUNTY FARM SERVICE AGENCY 20593 US HWY 65 PRINCETON, MO 64673-7927	6. TRACT NUMBER 3764	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY)
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (660) 748-4385	8. SIGNUP TYPE: HEL Missouri	

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RAB

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant.") The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 101.50	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 5,020.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	3764	0077	CP1	4.01	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		3764	0078	CP1	21.79	\$ 0.00
		3764	0079	CP1	10.40	\$ 0.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) BARBAC LLC C/O ROBERT BOYCE 23810 MANNING TRL N SCANDIA, MI 55073-9518	(2) SHARE 100.00 %	(3) SIGNATURE (By) Authentisign Robert A. Boyce, Barbac, LLC	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Chief Manager	(5) DATE (MM-DD-YYYY) 04/04/22
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

(See Page 2 for Privacy Act and Paperwork Reduction Act Statements.)

CRP-2C (06-14-21) U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency CONSERVATION RESERVE PROGRAM WORKSHEET (For Continuous Signup)		1. Tract Number 3764	2. Program Year 2023			
		3A. Sign Up Number 57	3B. Effective Date (MM-DD-YYYY)			
4A. County FSA Office Address (Include Zip Code) MERCER COUNTY FARM SERVICE AGENCY 20593 US HWY 65 PRINCETON, MO 64673-7927		4C. Producer Name and Address (Include Zip Code) BARBAC LLC C/O ROBERT BOYCE 23810 MANNING TRL N SCANDIA, MN 55073-9528				
4B. County FSA Office Phone Number (Include Area Code) (660) 748-4385		4D. Producer Phone No. (Include Area Code) (651) 248-3498				
5A. State & County Code Admin. Location 29129	5B. State & County Code Physical Location 29129	6. Contract Number	7. Acres for Enrollment 49.46 RAB			
		8. Signup Type HEL Missouri	9. Rental Rate Per Acre Offered \$ 101.50 RAB			
10. Practices (See Page 3 for additional space)			11. HUC Number: 102801030101			
A. Field No.	B. Practice No.	C. Acres	D. Estimated Cost Share	E. Length	12. Land Eligibility Category by Acres: (Enter the amount eligible for each criterion)	
0077	CP1	4.01	\$ 0.00	10	Marginal Pastureland	0.00
0078	CP1	21.79	\$ 0.00	10	Wellhead Protection Acres	0.00
0079	CP1	10.40	\$ 0.00	10	Expiring CRP	49.46
0080	CP1	13.26	\$ 0.00	10	Infeasible to Farm	0.00
					Other Cropland	49.46
13. Soil Map Data and Maximum Payment Rate Calculations:						
	A. Physical Location	B. Soil Survey ID No.	C. Map Unit Symbol	D. Acres	E. Soil Rental Rate	F. Total Rent
(1) Primary	29129	MO129	30058	25.39	\$ 88	\$ 2234.32
(2) Secondary	29129	MO129	30201	8.21	\$ 111	\$ 911.31
(3) Tertiary	29129	MO129	36089	7.14	\$ 111	\$ 792.54
TOTALS				40.74		\$ 3938.17
14. Weighted Average Soil Rental Rate (Col. 13F total divided by Col. 13D total)				15. Total Incentive (if applicable) (Item 14 times 13D total times applicable incentive percentage)		
\$ 96.67				\$ 196.92		
16. Soil Map Data and Maximum Payment Rate Calculations. For Infeasible to Farm Acreage:						
	A. Physical Location	B. Soil Survey ID No.	C. Map Unit Symbol	D. Acres	E. Soil Rental Rate	F. Total Rent
(1) Primary					\$	\$
(2) Secondary					\$	\$
(3) Tertiary					\$	\$
TOTALS						\$
17. Weighted Average Soil Rental Rate For Infeasible Farm Acreage (Col. 16F total divided by Col. 16D total)				18. Total Incentive For Infeasible to Farm Acreage (if applicable) (Item 17 times 16D total times applicable incentive percentage)		
\$ 0.00				\$ 0.00		
19. Weighted Average Soil Rental Rate Plus Total Incentive (Items 13F total + 15 + 16F total + 18) divided by (Items 13D total + 16D total)		20. Weighted Average Maintenance Rate Per Acre		21. Maximum Payment Rate Per Acre (Item 19 + Item 20)		
\$ 101.50		\$ 0.00		\$ 101.50		

CRP Required Management Activities for Missouri Contracts
approved on or after 10/01/2019

Management is not required on the following CRP practices: CP3, CP3A, CP5A, CP8A, CP12, CP15A, CP15B, CP16A, CP21, CP22, CP31, CP40, CP88

Cost share is NOT authorized for required or voluntary management.

CRP Management Activities are **required** to be completed according to the Conservation Plan of Operation (CPO) and accompanying NRCS Implementation Requirements.

An additional voluntary round of management may also be included on the original CPO (maximum of 2 rounds per contract). If an additional round of management is included in the original CPO, that round becomes required and subject to compliance penalties if not completed as required by the CPO.

Process a separate management FSA-848A for each CRP-1 within 5 workdays after CRP-1 approval. A reminder should be sent at the start of each FY for which management is required.

Management Activities will be required to be performed one (1) time on each contract acre. Management Activities will be applied on approximately one-third (1/3) to one-half (1/2) of the field acreage in each year management is implemented. The exception is that on fields 10 acres or less, management can be applied one (1) time on all acres for spraying, burning, or impact grazing.

For Management Activity policy related to Missouri SAFE projects, refer to specific SAFE policies.

Scheduling

All Management Activities must be applied outside of the Primary Nesting Season (PNS), May 1 – July 15. Additional date restrictions are identified below by Management Activity.

Management Activity timeframes for completion are based upon program year (October 1 through September 30) and not the calendar year.

A Management Activity must be applied at least one time on all acres during the CRP-1 contract period, after successful establishment and within the timeframes identified below. In no case should the one required Management Activity occur during the last 3 years of the CRP-1 period.

Additional Management Activities may be applied if desired by the participant and if recommended by NRCS or TSP and is included in the CPO.

Required Management Activities **must** be completed:

Before the end of 6 for CRP-1's with a 10-year CRP-1 period;

During contract years 3 through 9 for CRP-1's with a 15-year CRP-1 period.

Missouri Exhibit 11.2

Additional Management Activities (voluntary, not required) must be completed:
 Before the end of year 7 for CRP-1's with a 10-year CRP-1 period;
 Before the end of year 12 for CRP-1's with a 15-year CRP-1 period.

Implementation

Eligible Management Activities are spraying, disking, burning, and impact grazing. Native forb interseeding is also eligible to be applied in conjunction with Management Activities.

Spraying, Disking, and Impact Grazing

Refer to CPS Early Successional Habitat (647) for spraying, disking, and impact grazing. CPS Prescribed Grazing (528) will also be used for impact grazing. Specifications for each activity, including dates, will be included in the appropriate Implementation Requirement as identified below.

- 647 MO IR Early Successional Habitat Development/Management – Disking for Early Successional Habitat
 - Cool and warm season grasses: July 16 – March 31
- 647 MO IR Early Successional Habitat Development/Management – Herbicide Application for Plant Succession Management
 - Cool season grasses: March 15 – April 30 or October 1 – December 1
 - Warm season grasses: July 16 – September 15
- 647 MO IR Early Successional Habitat Development/Management – Impact Grazing for Early Successional Habitat
 - Cool season grasses: March 15 - April 30; July 16 - September 30
 - Warm season grasses: March 15 - April 30; July 16 - September 1

Prescribed Burning

Refer to CPS Prescribed Burning (338) for burning. **An approved Prescribed Burn Plan must be developed prior to implementation of the burn.** Recommended Prescribed Burning dates are:

- Cool season grasses: March 15th through April 30th
- Native warm season grasses: July 16th through March 15th
- Prescribed burning performed outside of these dates will only be allowed based on the recommendation of a NRCS or MDC planner.
- Spraying, disking, or impact grazing is allowed after, and in conjunction with, prescribed burning and is limited to the contract acres on which the prescribed burning was completed. See the appropriate 647 MO IR.

Native Forb Interseeding

Refer to CPS Wildlife Habitat Planting (420) for native forb interseeding. Specific requirements are identified in 420 MO IR Wildlife Habitat Planting – Native Forb & Non-native Legume Interseeding. Native forbs and wildlife-friendly legumes can be interseeded following implementation of Management Activities to improve diversity. Interseeding should be completed as soon as possible after the Management Activity is completed. NRCS or TSP will provide seeding recommendations. DO NOT plant Serecia lespedeza, birdsfoot trefoil, sweetclovers, or crownvetch.

Missouri Exhibit 11.2

Other

For Practice CP42: Prescribed burning and disking will only take place October 1st – March 15th due to monarch butterfly migration periods. (Refer to 420 MO GD Monarch Habitat)

For CP9, CP23, and CP23A, required Management Activities include disking and burning and should only be applied to the grass buffer included in the practice. Management is not required on buffer acreage if buffer area is designated in CPO as natural regeneration to trees or is planted to trees.

For buffer practices, disking or spraying may be applied in blocks rather than strips.

Mowing is not an eligible Management Activity but may be used to facilitate a Management Activity with approval from NRCS or TSP. Mowing will not be performed during the PNS and is only allowed on the contract acres on which the Management Activity is applied. Mowing should be avoided during the growing season (March 15 – October 1) on CP42s in order to protect monarch habitat and to avoid negative impacts to nectaring plants.

General Criteria

Producers with established cover at the time of enrollment are encouraged to implement a voluntary Management Activities between years 1 and 3 of the contract, which must be included in the CPO. If approved, this becomes required and subject to compliance penalties if not completed per the CPO.

Flexibility to deviate from the above requirements regarding Management Activities will be allowed if all the following criteria are met:

- Written justification is included in the FSA file that supports the CPO revision
- The CPO is revised by the technical agency to indicate the revised program requirements. Changes on the CPO shall be initialed and dated.
- The revised CPO is signed by FSA, NRCS, and CRP participants.

Signature:  *Robert A. Boyce, BarBac, LLC*

Date: 04/04/22

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

CRP-1 (Appendix)
(06-14-21)

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. CRP contract or CRP-1** means the CRP documents including not only form CRP-1, but also the applicable CRP-1 appendix, the conservation plan, any addendums, and the terms of any required easement, if applicable, entered into between the Commodity Credit Corporation (CCC) and the participant. Such CRP contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B.** All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A.** By signing the CRP-1, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the CRP contract for the contract period and, if applicable, any easement period, and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B.** Except as allowed by law, land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise by CCC, in writing, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A.** Any person who enters into this CRP contract at any time, who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.), shall be ineligible to receive any payments under this CRP contract unless such person meets the requirements of 7 CFR Part 1400, which shall be applicable to this CRP contract.

4. AGREEMENT

A. The participant agrees:

- (1) That form CRP-2, CRP-2C, or CRP-2G, as applicable, and CRP-1 shall be considered an offer to enter into the CRP on the terms specified on the CRP contract. The offer, until revoked, may be accepted by CCC, provided further that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix or 7 CFR Part 1410;
- (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years from the effective date of the CRP contract executed by CCC;

- (3) To comply with the terms and conditions of this CRP contract, including implementing the conservation plan in accordance with the schedule of dates in such conservation plan;
- (4) To establish and maintain the practices agreed to on the CRP-1 and in the conservation plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of, trees or forage (except where authorized for CRP-Grasslands) or other cover on the land subject to this CRP contract including the shearing or shaping of trees for future use as Christmas trees; however, CCC may, in its discretion and only in writing or by publication intended for a general allowance for land enrolled in CRP in particular States or regions, permit, in certain emergencies, certain commercial uses as specified by CCC, which uses may be conditioned on a reduction in CRP payments otherwise payable under this CRP contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the CCC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency or successor agency;
- (8) To control on land subject to this CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land, taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the approved cover during the primary nesting season, except as approved by CCC;
- (10) To annually file required forms as requested by CCC for payment limitation determinations; provided, that annual rental payments shall be attributed towards the \$50,000 annual payment limitation; further, that for purposes of the annual payment limitation for each participant, incentive payments, except for Practice Incentive Payments and incentive payments to encourage proper tree thinning and other practices to improve the condition of resources, promote forest management, or enhance wildlife, shall be attributed towards the \$50,000 annual payment limitation; provided further, that Signup Incentive Payments shall also be attributed towards such \$50,000 annual payment limitation and shall be attributed to the Fiscal Year in which the participant's CRP contract was approved by CCC;
- (11) To file applicable forms required by CCC for Adjusted Gross Income determinations;
- (12) That it is understood that any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U. S. Government; provided further that offsets for debts owed to agencies of the U. S. Government shall be made prior to making any payments to participants or their assignees;
- (13) To perform management activities specified in the conservation plan;
- (14) To carry out thinning and similar conservation practices, as specified in the conservation plan, to enhance the conservation benefits and wildlife habitat resources applicable to the CRP practice, and to promote forest management on land devoted to trees, excluding windbreaks and shelterbelts;
- (15) To comply with noxious weed laws of the applicable State or local jurisdiction on land subject to this CRP contract; and
- (16) That the participant is jointly and severally liable, if the participant has a share of the annual rental payment greater than zero, with the other participants on this CRP contract, for compliance with the provisions of such CRP contract, and for any refunds or payment adjustments that may be required for violations of any of the terms and conditions of this CRP contract.

B. CCC agrees:

- (1) When CCC determines that cost-sharing is appropriate and in the public interest, to share the cost with owners and operators of installing an eligible CRP practice agreed to on the CRP-1 and in the conservation plan, except that, in no case may the CCC cost exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this CRP contract is signed by the participant, unless the CCC otherwise approves in writing such amount, provided further, that such approval must specifically reference the particular land enrolled in the CRP under this CRP contract;
- (2) To pay the agreed-upon annual rental payment, including any related incentive payment if applicable, based upon the shares specified on the CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on any payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.
- (5) To make other payments not listed above, as appropriate and applicable.

5. CONSERVATION PLAN**A. Subject to the approval of CCC, the conservation plan will include the following information and requirements:**

- (1) The CRP practice and approved cover to be established on the land subject to this CRP contract.
- (2) A tree planting plan or forest stewardship plan, developed in cooperation with the Forest Service or State Forestry Agency, if trees are to be established as the approved cover on the land subject to this CRP contract.
- (3) A schedule of operations, activities, and completion dates for establishment of the approved cover on the land subject to this CRP contract.
- (4) The level of environmental benefits which must be attained on the land subject to this CRP contract.
- (5) Any other practices required for the establishment and maintenance of the approved cover on the land subject to this CRP contract including control of weeds, insects, pests, and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The approved cover will not be disturbed during the primary nesting season except as approved by CCC.
- (7) Management activities described in paragraph 6 of this Appendix.

B. By signing the conservation plan, the participant agrees to implement the CRP practices specified in such conservation plan on the land subject to this CRP contract.**6. MANAGEMENT ACTIVITIES**

Except for land enrolled under a CRP-grassland signup, management activities designed to ensure plant diversity and wildlife benefits while ensuring protection of the soil and water resources must be conducted as needed throughout the contract period as specified in the conservation plan. However, the planned management activity is not required to be completed in the case where a natural disaster or adverse weather event occurs that has the same effect of the planned management activity, as determined by CCC. CCC will not provide any cost-share payment for any management activities.

7. COST-SHARE PAYMENTS

- A. CCC cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been installed in compliance with the conservation plan and with appropriate standards and specifications.
- B. CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of installing the eligible practice agreed to on the CRP-1 and in the conservation plan, as determined by CCC. It is understood that:
 - (1) all cost-share payments from all sources must be reported to CCC, and that a reduction in the CCC cost-share payment may be made if there are other cost-share payments received; provided further that such reductions will be made to the extent required or allowed by the CRP regulations;
 - (2) CCC cost-share payments, including practice incentive payments, made to a participant will not exceed the participant's actual contribution to the eligible costs of installing the practice;
 - (3) CCC will not make cost-share payments with respect to this CRP contract if any other Federal cost-share assistance has been, or is being, made with respect to the land subject to this CRP contract, provided further that participant must refund to CCC all cost-share payments received if other Federal cost-share assistance is received with respect to the land subject to this CRP contract;
 - (4) the amount of the CCC cost-share payments, including practice incentive payments, may not be an amount that, when added to such assistance from other sources, exceeds 100 percent of the actual cost of installing the practice;
 - (5) cost-share payments for eligible seed related to the installation of approved cover will not exceed 50 percent of the actual cost of the eligible seed mixture; and
 - (6) a practice incentive payment may be made available, in accordance with CRP regulations and policies, to a participant to whom CCC has made a cost-share payment, after a determination by CCC that an eligible CRP practice, or an identifiable unit thereof if approved by CCC, has been installed in compliance with the appropriate standards and specifications; provided further that the practice incentive payment will be considered a cost-share payment.
- C. Except as otherwise provided for in CRP regulations, cost-share assistance may be made available under the CRP only for the installation of an eligible CRP practice agreed to on the CRP-1 and in the conservation plan. In order to receive cost-share assistance, the participant, upon completion of the practice, must file the appropriate form approved by CCC, for approval by CCC.

8. PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A. Payments shall not be paid under this CRP contract if CCC determines that:
 - (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided the operator and tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the CRP; or
 - (ii) reduced the number of tenants on the farm as a result of, or in anticipation of, enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the CRP if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP contract.

- (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.

If any conditions identified in 8.A (1) or (2) occur or are discovered after payments have been made, all or any part of such payments, as determined by CCC, must be refunded with interest and no further payments will be made.

- B.** After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of this CRP contract and for payments to be made under this CRP contract if such tenant or operator, as determined by CCC:
- (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation of, or because of, participation in the CRP;
 - (2) fails to maintain tenancy, as determined by CCC, throughout the contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the contract period and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this CRP contract within the time required by CCC; or
 - (5) was removed for cause, as determined by CCC.
- C.** The removal of an operator or tenant from a CRP contract shall not release the operator or tenant from liabilities for actions arising before such removal.

9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A.** A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract or a determination made by CCC pursuant to CRP regulations, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this CRP contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to this CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B.** Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C.** The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

10. LIQUIDATED DAMAGES

It is mutually agreed that in the event this CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due for breach of contract prescribed in this CRP contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on the CRP-1 by, (2) the number of acres on which the breach of contract occurred, as determined by CCC. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this CRP contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

12. CORRECTIONS

CCC reserves the right to:

- (1) Correct all errors arising from the entering of data or making of computations for this CRP contract;
- (2) Modify this CRP contract to correct any payment amount for or related to this CRP contract upon a determination by CCC that such payment amount is the result of error or miscalculation.

13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract, then CCC may either terminate this contract in whole or in part, and require such participant to refund, with interest, any or all payments that were made by CCC under this CRP contract, or require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Even if CCC determines that such failure does not warrant termination in whole or in part, CCC may still require such participant to refund, with interest, any or all payments that CCC made under this CRP contract, or require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Participants that sign this CRP contract with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

14. CONTRACT MODIFICATIONS

A. CCC may modify this CRP contract to add or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed practice has deteriorated because of conditions beyond the control of the participants; or
- (3) Another practice will achieve at least the same level of environmental benefits.

B. Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this CRP contract involve a technical aspect of a participant's conservation plan.

C. CCC may modify this CRP contract at any time by reducing the number of acres enrolled under this CRP contract if CCC determines that doing so is necessary to remain in compliance with any statutorily-set maximum number of acres that can be enrolled in the CRP during any fiscal year(s), in a manner that CCC determines is in the best interest of the CRP. This provision does not apply to acreage enrolled in CRP pursuant to a Conservation Reserve Enhancement Program agreement.

15. EFFECTIVE DATE AND CHANGES TO CRP CONTRACT

A. Within the dates established by CCC, the CRP contract must be signed by all required participants.

B. This CRP contract is effective when, as determined by CCC, it has been signed by the participants and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, this CRP contract may not be revoked or revised unless by mutual agreement of the participants and an authorized representative of CCC. If, after the effective date of this CRP contract, CCC determines that any portion of the land subject to this CRP contract was erroneously enrolled or otherwise ineligible for enrollment, CCC may terminate this CRP contract in whole or in part. Such termination shall not affect payments already made to the participants as of the time of termination.

C. In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

16. TRANSFER OF LAND

A. If a new owner or operator purchases or obtains the right and interest in, or right to occupancy of, the land subject to this CRP contract, such new owner or operator, upon the approval of CCC, may become a participant to this CRP contract with CCC under the same terms and conditions covering such transferred land.

B. With respect to the transferred land, if the new owner or operator becomes a successor to this CRP contract, the new owner or operator shall assume all obligations under this CRP contract of the previous participant, unless otherwise approved by CCC.

C. If the new owner or operator becomes a successor to this CRP contract with CCC:

- (1) Cost-share payments shall be made to the participant who installed the practice; and
- (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided between the participants, as determined by CCC.

D. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to this CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of this CRP contract for which the CCC may terminate this CRP contract and enforce the remedies provided in this Appendix.

E. If a participant transfers all or part of the right and interest in, or right to occupancy of, the land subject to this CRP contract, and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:

- (1) Forfeit all rights to any future payments with respect to such land;
- (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
- (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

Signature: Robert A. Boyce, BarBac, LLC Date: 04/04/22

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from the Paperwork Reduction Act as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Producer Certification Statement Regarding Sale of Land Enrolled in the Conservation Reserve Program (CRP)

As per Part 1410 of 7CFR:

I (we) understand that if I (we) sell any, or all, of the land enrolled in the Conservation Reserve Program (CRP) before the expiration of the CRP-1 Contract, I (we) will be required to refund all contract payments issued, plus interest, and liquidated damages if the new owner does not succeed to the CRP-1 Contract.

Signature:  *Robert A. Boyce, BarBac, LLC* Date: 04/04/22

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

(To be signed by producer(s) when CRP-1 is signed.)

CC-505 U.S. DEPARTMENT OF AGRICULTURE
14-22-15) Commodity Credit Corporation

1. STATE AND COUNTY CODE 29-129	2. FARM NO.	3. PROGRAM YEAR 2023
4. REASON FOR REDUCTION OF BASE ACRES <input checked="" type="checkbox"/> CRP Enrollment <input type="checkbox"/> Other		

VOLUNTARY PERMANENT BASE ACRE REDUCTION

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agriculture Act of 2014 (Pub. L. 113-79). The information will be used to process a request for a permanent reduction of the base acres established for identified crops. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in an inability to process a request for a permanent reduction of the base acres established for identified crops.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Agriculture Act of 2012 (Pub. L. 113-79), Title 1, Subtitle F - Administration.

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A - REQUEST

The undersigned requests a permanent reduction of the base acres established for the following crop(s) for the farm identified in Item 2 above.

5. TRACT NO.	6. COMMODITY	7. YIELD	8. BASE ACRES ON TRACT BEFORE REDUCTION	9. BASE ACRES ON TRACT TO BE REDUCED	10. BASE ACRES ON TRACT AFTER REDUCTION (Column 8 MINUS Column 9)
			-	=	
			-	=	
			-	=	
			-	=	

11. Total Base Acres to be Reduced (Total of Column 9)	13. Total Base Acres on Farm After Reduction (Item 12 minus Item 11)
12. Total Base Acres on Farm Before Reduction	

14A. Requestor's Signature (By) <i>Robert A. Boyce, BarBac, LLC</i>	14B. Title/Relationship (of the individual signing in the Representative Capacity) Chief Manager	14C. Date (MM-DD-YYYY) 04/04/22
15A. Owner's Signature (By)	15B. Title/Relationship (of the individual signing in the Representative Capacity)	15C. Date (MM-DD-YYYY)
16A. Owner's Signature (By)	16B. Title/Relationship (of the individual signing in the Representative Capacity)	16C. Date (MM-DD-YYYY)

17. REMARKS (If the base acres are being reduced because of cropland enrollment into CRP, enter the CRP-1 number and the effective date of CRP-1).

PART B- APPROVAL (COUNTY OFFICE USE ONLY)

18. REDUCTION IS: APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	19. COUNTY FSA OFFICE NAME AND ADDRESS (Including Zip Code)
20. COC'S SIGNATURE	TELEPHONE NUMBER (Area Code):
DATE (MM-DD-YYYY)	

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

CCC-866-1 (07-23-19)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. Program Years: 2023	
ELECTION FOR BASE ACRES RETURNED TO THE FARM		2A. County FSA Office Name and Address (Including Zip Code) Mercer County FSA Office 20593 US HWY 65 Princeton, MO 64673	
		2B. County FSA Office Telephone No. (Including Area Code) 660-748-4385	2C. County FSA Office FAX No. (Including Area Code) 855-850-2621
3. State Code 29	4. County Code 129	5. Farm Number	6. Covered Commodity

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Agricultural Act of 2014 (7 U.S.C. 9015) as amended by the Agriculture Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1412. The information will be used to determine eligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from the Paperwork Reduction Act as specified in 7 U.S.C. 9091(c)(2)(B).

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**


PART A - FARM ELECTION

THIS ELECTION must be unanimously made by the **PRODUCERS** on the farm and must occur within 30 days of being notified by FSA to be effective for this farm beginning in the crop year identified in Item 1, under the terms of 7 CFR Part 1412. If an ARC or PLC election is not made or is not made by the election deadline, the election for the covered commodity shall default to PLC on the farm for the crop year identified in Item 1 through 2023. If the farm currently has an ARC-IC election, the farm will remain in ARC-IC. All producers on the farm must sign this election, and by doing so, unanimously agree and acknowledge that: (1) this election is irrevocable for the covered commodities on the farm, or any resulting farm(s) of a reconstitution; (2) this farm may not be combined with any other farm that has base acres and does not have the same program election applicable for each and all covered commodities on all farms intended to be combined; (3) even though they may have made an election, they must enroll the farm in the ARC or PLC program in order to receive ARC or PLC income support; (4) they must comply with the regulations at 7 CFR Part 1412; and (5) that ARC or PLC income support is subject to change based upon changes to law. In addition, by signing this form, all producers on the farm certify as to the accuracy of the election information set out on this form. FSA's acceptance of this signed form and use of the form does not equate to FSA's approval of the election. If FSA later determines this election was invalid under 7 CFR Part 1412, the elections on this form will not apply to the farm. Enrollment in the ARC or PLC program is a separate action from this election and must be performed to participate in the ARC or PLC program.

7. To indicate the election, check only **ONE** box.

Covered Commodity	PLC	ARC-CO	ARC-IC
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PART B - PRODUCER'S INFORMATION

8A. Producer's Name and Address (Including Zip Code)	8B. Email Address	
	8C. Telephone Number (Including Area Code)	
8D. Signature of Producer (By) 	8E. Title/Relationship of the Individual Signing in the Representative Capacity Chief Manager	8F. Date (MM-DD-YYYY) 04/04/22
8A. Producer's Name and Address (Including Zip Code)	8B. Email Address	
	8C. Telephone Number (Including Area Code)	
8D. Signature of Producer (By)	8E. Title/Relationship of the Individual Signing in the Representative Capacity	8F. Date (MM-DD-YYYY)

PART C - FOR FSA USE ONLY

9A. Signature of CCC Representative	9B. Date (MM-DD-YYYY)
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