

TERMS AND DEFINITIONS

Effective Date:	_____, 20__
Lessor:	KAYAK INVESTMENTS, LLC , a Delaware limited liability company
Agent One:	Bank of America, N.A. , as agent for Seller
Agent Two:	Cushman & Wakefield U.S., Inc. , as agent for Bank of America, N.A.
Agent:	Collectively, Agent One and Agent Two
Lessee:	_____, a _____ OR Collectively, _____, an individual, and _____, an individual NOTE TO PREPARER: If Lessee is an entity, whether or not incorporated, or is otherwise executing a capacity other than in an individual capacity, Lessee needs to provide Lessor with documentation evidencing the signatory's (ies') authority to sign. If Lessee is an individual and married, then Lessee's spouse must sign as a Lessee as well.
Lessor's Address:	Kayak Investments, LLC c/o Cushman & Wakefield 575 Maryville Centre Drive, Suite 511 St. Louis, MO 63141 Attn: Asset No. 90019424 <u>With a copy to (which copy shall NOT constitute Notice as set forth in Section 53 below):</u> Holland & Knight LLP One Arts Plaza 1722 Routh Street, Suite 1500 Dallas, TX 75201 Attn: Eugene Segrest Email: gene.segrest@hklaw.com
Lessee's Address:	_____ _____ _____

	Physical address for overnight deliveries: _____ _____ _____ Telephone: _____ Email: _____
Lessee Information: (check all boxes that apply)	Lessee hereby covenants, represents and warrants that the information checked below is true and correct as of the Effective Date: <input type="checkbox"/> Lessee presently operates vehicles licensed for highway use (whether personally owned or owned by a legal entity) that are owned, hired, leased or borrowed on the Premises. <input type="checkbox"/> Lessee does not operate vehicles licensed for highway use (whether personally owned or owned by a legal entity) that are owned, hired, leased or borrowed on the Premises. <input type="checkbox"/> Lessee presently has employees. <input type="checkbox"/> Lessee does not presently have employees. <input type="checkbox"/> Lessee is or will be using the Improvements (as defined below) and/or Lessor Equipment (as defined below). <input type="checkbox"/> Lessee is or will not be using the Improvements or Lessor's Equipment. Lessee further covenants to immediately notify Lessor in writing in the event the foregoing Lessee Information changes during the Term.
Minimum Insurance Amounts:	A. General Liability (\$1,000,000 limit per occurrence with an annual general aggregate limit of \$2,000,000), with the following: <ul style="list-style-type: none"> • Premises Medical Expense (\$5,000) • Personal and Advertising Injury coverage (\$1,000,000) • Fire Damage/Damage to Rented Premises (\$100,000) B. Commercial Umbrella (\$2,000,000) C. Personal Umbrella (\$2,000,000) D. Workers' Compensation (statutory limits) E. Employers' Liability (\$250,000) F. Commercial/Business Auto Liability (\$500,000 combined single limit per occurrence) G. Personal Auto Liability (\$250,000 per person / \$500,000 per accident / \$100,000 property damage)
Lessee Insurance: (check all boxes that apply)	Based on the Lessee Information checked above, Lessee is required to carry the following types of insurance with the Minimum Insurance Amounts as of the Effective Date in accordance with <u>Section 17</u> of this Lease: <ul style="list-style-type: none"> A. General Liability, with the following: <ul style="list-style-type: none"> • Premises Medical Expense • Personal and Advertising Injury coverage • Fire Damage/Damage to Rented Premises

	<p>B. Commercial Umbrella</p> <p>C. Personal Umbrella</p> <p>D. Workers' Compensation</p> <p>E. Employers' Liability</p> <p>F. Commercial/Business Auto Liability</p> <p>G. Personal Auto Liability</p> <p>Notwithstanding the foregoing, Lessee shall be required to immediately obtain all appropriate insurance types as set forth in <u>Section 17</u> of this Lease in the applicable Minimum Insurance Amounts in the event the Lessee Information set forth above changes from time to time during the Term.</p>
<u>Premises:</u>	Except to the extent expressly reserved by Lessor in this Lease, certain real property and improvements located in the County of Box Butte, State of Nebraska (the " State "), consisting of approximately _____ acres, as more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof for all purposes.
<u>Commencement Date:</u>	The Effective Date
<u>Expiration Date:</u>	The earlier to occur of (i) the Closing Date (as defined in that certain Real Estate Purchase and Sale Agreement by and between Lessor, as seller, and Lessee, as Purchaser, dated as of even date herewith (the " Purchase Agreement "), pursuant to which Lessor, as seller, has agreed to sell the Premises to Lessee, as buyer, and Lessee, as buyer, has agreed to purchase the Premises from Lessor) and (ii) the termination of the Purchase Agreement pursuant to the terms thereof.
<u>Rent:</u>	\$0.00; provided, that if the transaction contemplated by the Purchase Agreement is not consummated for any reason, then all of Lessee's costs and expenses for tillage, inputs and/or maintenance of the Premises in accordance with this Agreement shall be considered "Rent" for purposes of this Agreement. The parties acknowledge that this Lease is additional consideration for the Purchase Agreement.
<u>Rent Address:</u>	As designated by Lessor from time to time in accordance with the notice provision set forth in <u>Section 53</u> hereof
	<p>INFORMATION IN BOXES NOT CHECKED DO NOT APPLY TO THIS LEASE.</p> <p>ALL OTHER DEFINITIONS ARE WITHIN THE BODY OF THIS LEASE.</p>

FARM LEASE

THIS FARM LEASE (this "Lease") is made as of the Effective Date, by and between Lessor and Lessee. The terms "Lessor" and "Lessee" shall be construed in the singular or plural number accordingly, as they respectively represent one or more than one person. As used in this Lease, the term "parties" refers to both Lessor and Lessee. The foregoing Terms and Definitions, including all terms defined thereon, are incorporated as part of this Lease.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Premises for and subject to the terms of this Lease, and SUBJECT TO ANY AND ALL (a) encumbrances, easements, mortgages, deeds of trust, servitudes, gores, strips, estates, permits, covenants, conditions, liens, exceptions, reservations, restrictions, limitations and other agreements and/or matters of record, if any, whether expressed or implied by law, or which are apparent upon inspection, and (b) rights of the public in and to the parts thereof in streets, roads or alleys.

UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Term. The term of this Lease (the "Term") begins on the date Lessor delivers possession of the Premises to Lessee (the "Commencement Date"), and ends at midnight on the Expiration Date. If (i) this Lease has an original Term in excess of one (1) year, (ii) Lessee is an individual, and (iii) Lessee should die during the original Term or, if applicable, any renewal term, then Lessor shall have the option, in its sole and absolute discretion, to terminate this Lease as of the end of the Lease Year (hereinafter defined) in which Lessee dies, and upon such termination, no transferee, heir, successor or assignee shall have any rights under this Lease. If Lessee is a partnership or other type of entity, and any partner or member of such partnership or other type of entity should die or transfer his or her interest in such partnership or such entity, then Lessor shall have the option, in its sole and absolute discretion, to terminate this Lease as of the end of the Lease Year in which such event occurs, and upon such termination, no transferee, heir, successor or assignee of such partner or member shall have any rights under this Lease. As used herein, the term "Lease Year" shall mean each year of the Term commencing on the Commencement Date or any anniversary thereof, and ending at the expiration of twelve (12) full calendar months thereafter.

2. Possession of Premises. Lessor shall use commercially reasonable efforts to give possession of the Premises to Lessee on the Estimated Commencement Date. In the event possession is delayed beyond the Estimated Commencement Date, Lessor shall not be deemed in default of this Lease. Should such delay continue for a period of sixty (60) days after the Estimated Commencement Date, this Lease shall be automatically void and of no further effect, and any Rent (as defined below) paid pursuant to this Lease shall be returned to Lessee. Lessee shall have no right to make any other claim or be entitled to any other damages or relief against Lessor for any such delay. Any such delay shall not extend the Term, and the Term shall end on the date stated above in Section 1.

3. Certain Lessee Rights and Obligations.

a. Use of the Premises. Lessee hereby covenants and agrees that it will only use the Premises for agricultural purposes relating to the production of crops, and for no other purpose whatsoever, except as may be expressly provided in any Addenda of even date herewith executed by Lessor and Lessee and attached hereto, but not otherwise. Lessee agrees (a) that it will work and cultivate the Premises during the Term in a good and husband-like manner in accordance with good and customary farming practices for the region; (b) that it will not commit waste nor permit waste to be committed on the Premises; (c) that it will repair all damage to any roads, fences, gates or turnrows, equipment or other improvements (including, without limitation, crops, Improvements, as hereinafter defined, Natural Resource Improvements, as hereinafter defined, and/or Lessor Equipment, as hereinafter defined) caused by its operation; (d) that it will utilize the Premises in accordance with applicable governmental programs (as more particularly described in Section 6 below); and (e) that it will comply with all laws, ordinances, statutes, by-laws, codes, restrictions, rules, regulations and orders of all applicable federal, State and local jurisdictions, including, without limitation, all rules and regulations of the United States Department of Agriculture, the Natural Resource Conservation Service, the Farm Service Agency (the "FSA"), the Environmental Protection Agency, and any applicable agency of the State at all times. Except as expressly provided for herein, Lessee shall not make any material change to the Premises without Lessor's prior written consent. Lessee agrees not to bury or burn on the Premises any rubbish, trash, drums or containers, including, without limitation, containers/drums/cartons used for farm chemicals or fertilizer. Lessee agrees to dispose of all debris, filth,

refuse, surpluses, chemical containers, drums, cartons and discarded materials of every kind off the Premises in compliance with all state or federal requirements, and to at all times comply fully with all such requirements, whether now enacted or during the Term to become law.

b. Use of Vehicles. Lessee is ONLY permitted to utilize vehicles, including, without limitation, ATVs, on any roads on the Premises; provided, however, that Lessee shall not damage any grasslands or crops on the Premises by its use of vehicles on the Premises.

c. Soil and Plants. Lessee shall control soil erosion through maintenance of existing water courses, ponds, waterways, ditches, drainage areas and field borders, preventing and treating the growth of any noxious weeds on the Premises, and Lessee shall not cause, and shall abstain from any practices which may cause damage to the Premises. Further, without the prior written consent of Lessor, Lessee shall not remove from the Premises or alter, burn or damage any plant materials (other than crops) or any other property of Lessor, including, without limitation, timber, shrubs, straw, stalks, stubble, or other similar plant materials; provided, however, Lessee shall purchase and apply chemicals customarily used for the control of brush and weeds along roadsides, drainage ditches, field edges, and fences in such amounts and in accordance with the schedule recommended by the chemical manufacturer. After the harvest of crops on the Premises, all such plant materials remaining on the Premises shall become the property of Lessor; provided, however, that with the consent of Lessor, Lessee may use such plant materials upon the Premises for the farming operation on the Premises. In addition, Lessee shall replace soil nutrients at a rate commensurate with the depletion formulas as recognized by either the Agricultural Extension Service of the State or the formulas of any nationally recognized soil laboratory. Lessee agrees that no timber shall be cut or removed, except from ditch banks or existing roadways, without the prior written consent of Lessor.

d. Maintenance. Lessee hereby covenants and agrees that Lessee, at Lessee's sole cost and expense, shall be responsible for all repairs and maintenance (including, without limitation, replacement as necessary) of the Premises, including but not limited to all buildings, permanent storage bins, silos, gates, corrals, fences, windmills, stock tanks, watering troughs, cisterns, water pumps, wells, and other improvements thereon or therein (collectively, the "**Improvements**"), during the Term, and Lessee shall keep the Premises in a good, safe and workmanlike condition at all times. For avoidance of doubt, Lessee shall provide both labor and materials for repairs of all existing Improvements and for the installation of any new structures or improvements (subject to subsection e below).

e. No Right to Erect Improvements. Lessee shall not be permitted to erect any permanent improvements, fences or buildings on the Premises unless Lessor provides its prior express written consent, which consent may be given or withheld by Lessor in its sole and absolute discretion, and only if such improvements, fences or buildings are erected in conformity with applicable law.

f. No Residential Use. It is agreed by and between Lessee and Lessor that Lessor does not warrant or represent that any building or other structure on the Premises is fit for human habitation. Notwithstanding anything to the contrary contained herein, Lessee shall prevent any use of the Premises or any Improvements or other structure for a residence or any other human habitation, unless otherwise permitted under a separate written residential lease agreement with Lessor.

g. Equipment Owned by Lessor. Any equipment owned by Lessor (including, without limitation, any grain bins, pumps, motors, gearheads, irrigation wells, control panels and that equipment more particularly described on Exhibit B attached hereto and made a part hereof for all purposes) and located on the Premises (collectively, the "**Lessor Equipment**") may be used by Lessee for farming purposes on the Premises only. Lessee shall be responsible, at its expense, for all repairs and maintenance (including, without limitation, replacement as necessary) to keep the Lessor Equipment in a good, safe and workmanlike condition (including, without limitation, the maintenance, lubrication, and operating costs for all wells, relifts, power units and motors owned by Lessor, if any), and Lessee shall provide both labor and material for repairs of all Lessor Equipment used in connection with Lessee's operations.

h. No Warranties of Improvements or Lessor Equipment. Lessor makes no warranties, and expressly disaffirms any warranty, express or implied, as to condition of any Improvements, Lessor Equipment or any other improvements, property or equipment located on the Premises. All Improvements and Lessor Equipment are provided and accepted "as

is-where is,” and with all faults and defects, whether latent or patent, and Lessee agrees to return all Improvements and Lessor Equipment at the expiration or termination of this Lease in as good a condition as existed at the Commencement Date, reasonable wear and tear excepted. In the event any of any loss of any Improvement or if any Lessor Equipment should fail or cease to operate or operate properly, Lessor shall not be obligated to Lessee to repair and/or replace such Improvement or overhaul and/or replace such Lessor Equipment. Under no circumstances shall Lessor be responsible for maintenance or repairs of any equipment owned by Lessee.

i. Closed Gates. Lessee hereby covenants and agrees that it shall keep all exterior gates on the Premises closed and locked at all times; provided, however, that prior to locking any gates on the Premises, Lessee shall provide Lessor with a key or a combination to any locks that Lessee uses to lock such gates on the Premises. Lessor may cut and remove any locks for which the key or combination are not provided to Lessor.

j. Tax Exemption Status. Lessee agrees to utilize the Premises in accordance with the uses set forth above in a manner that will maintain any applicable tax exemption status of the Premises. In the event Lessor determines that Lessee is not utilizing the Premises in a manner that will maintain such tax exemption status of the Premises, and Lessor notifies Lessee in writing of Lessee’s failure to maintain such tax exemption status of the Premises, Lessee will have thirty (30) days from the date of receipt of Lessor’s notice to correct Lessee’s use of the Premises so as to maintain such tax exemption status of the Premises. Lessee’s failure to timely comply with Lessor’s request shall be deemed an Event of Default hereunder.

k. Farming Records. Lessee shall maintain detailed records of all agricultural usage of the Premises in accordance with good and customary farming practices. Upon request, Lessee shall provide or cause to be provided to Lessor periodic reports documenting Lessee’s use of the Premises in form and substance acceptable to Lessor and containing such information as Lessor may request in its sole and absolute discretion, including, without limitation, the following information with respect to the Premises: (a) annual verifiable proof of production of crops grown on the Premises (e.g. annual actual production history yields and GPS field yield maps), (b) number of acres of the Premises planted by crop, (c) planting dates, (d) records and receipts of any and all amendments applied to the Premises (e.g. types and amounts of fertilizers and herbicides/pesticides), (e) soil test results, and (f) digital precision agriculture log data (e.g. planting data, harvest data, chemical application data and prescription maps). Lessee further agrees that Lessor has the right and authority to request and/or examine any FSA, Natural Resource Conservation Service or any other governmental or regulatory documents (collectively, “Governmental Documents”) pertaining to the Premises. Lessee hereby directs the FSA, Natural Resource Conservation Service or any other governmental or regulatory agency or entity to release and forward copies of all Governmental Documents to Lessor upon request by Lessor.

l. Trespass and Illegal Activity. Lessee agrees to cooperate in the prevention of trespassing and illegal activities on the Premises. Lessee shall immediately notify Lessor in writing and by telephone if Lessee obtains knowledge of any trespasser entering upon the Premises or any unlawful activity occurring on the Premises, and such notice shall set forth all information known by Lessee regarding the trespass or illegal activity (i.e. date, duration, trespasser identity, actions on the Premises). Lessee shall post trespass deterrent signage as and where required by applicable law.

m. Releases. LESSEE AND ALL LESSEE PARTIES (AS DEFINED BELOW) MUST SIGN A **RELEASE OF LIABILITY, CONSENT FOR EXPOSURE TO DANGEROUS AND HAZARDOUS CONDITIONS, AND ASSUMPTION-OF-THE-RISK** WAIVER (a “Release”) ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT D BEFORE ENTERING THE PREMISES FOR ANY REASON. FAILURE TO EXECUTE A RELEASE MAY RESULT IN THE IMMEDIATE EXPULSION OF THE LESSEE AND ALL LESSEE PARTIES FROM THE PREMISES, THE FORFEITURE OF ANY RENT PAYMENTS, AND THE IMMEDIATE CANCELLATION OF THIS LEASE. LESSOR MAY CONDUCT SPOT CHECKS OF PERSONS ON THE PREMISES TO VERIFY THEY HAVE EXECUTED A RELEASE. LESSEE WILL PROMPTLY DELIVER ORIGINALS OF ALL EXECUTED RELEASES TO LESSOR AS AND WHEN RECEIVED BY LESSEE.

n. Taxes.

i. Personal Property Taxes. Lessee shall pay prior to delinquency all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Lessee’s business operations, leasehold interest, fixtures, furnishings, equipment and personal property located on the Premises. Whenever

possible, Lessee shall cause all such items to be assessed and billed separately from the property of Lessor. In the event any such items shall be assessed and billed with the property of Lessor, Lessee shall pay Lessor its share of such taxes, charges or other governmental impositions within ten (10) days after Lessor delivers to Lessee a statement and a copy of the assessment or other documentation showing the amount of such impositions.

ii. Real Property Taxes and Lessor Owned Irrigation Equipment. Lessor shall pay all real property taxes or assessments levied on the Premises. Furthermore, notwithstanding anything to the contrary contained herein, Lessor shall pay all taxes assessed against any irrigation equipment located on the Premises and owned by Lessor.

iii. Other Taxes. If, at any time during the Term, the State or any political subdivision thereof so authorized (including, but not limited to, any county, city, city and county, public corporation, district, or any other political entity) levies or assesses against Lessor a tax, fee or excise on (A) rents, (B) the act of entering into this Lease, or (C) the occupancy of a tenant or lessee, or levies or assesses against Lessor any other tax, fee or excise, however described or identified (including, without limitation, a value-added tax) as a substitute in whole or in part for, or in addition to, any real property taxes (collectively, "Supplemental Property Taxes"), Lessee shall pay to Lessor the Supplemental Property Taxes within ten (10) days after Lessor delivers to Lessee a statement and a copy of the assessment or other documentation showing the amount of the Supplemental Property Taxes.

o. Utilities. Lessee shall promptly pay any and all charges, hook-up fees, and any other assessments for gas, electric, telephone, water and other utility services furnished to the Premises.

4. Lease Rental. Cash Rent is due and payable by Lessee to Lessor at the Rent Address, payable in advance during the Term as set forth above in the Terms and Definitions.

5. Payment of Rent. All monetary obligations of Lessee, including Cash Rent, additional rent, or other charges or amounts payable by Lessee to Lessor under the terms and conditions of this Lease shall be deemed "Rent." All Rent and other sums shall be paid to Lessor without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Lessee may have or allege to have against Lessor, and all such payments shall, upon receipt by Lessor, be and remain the sole and absolute property of Lessor. All Rent and other sums shall be paid to Lessor in legal tender of the United States at the Rent Address or to such other party or to such other address as Lessor may designate from time to time by written notice to Lessee. No payment by Lessee or receipt by Lessor of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover subsequently the balance of any amounts due hereunder or to pursue any other remedy provided herein.

In addition to all rights, powers and remedies provided herein, by law or otherwise, (a) any Rent not received within five (5) days after the due date thereof shall automatically (and without notice) incur a late charge of ten percent (10%) of the delinquent amount, and (b) any Rent due to Lessor not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law or a court ordered judgment until paid in full. Any such late charge and interest shall be payable as additional rent under this Lease, shall not be considered a waiver by Lessor of any default by Lessee hereunder, and shall be payable immediately on demand.

6. Government Programs. Lessee shall plant crops on cultivated land on the Premises in compliance with any and all government programs that are applicable to the Premises. The parties agree that (i) this Lease is to be considered and construed as a cash lease; (ii) Lessor is not to be construed as an operator or producer, (iii) Lessee is not to be construed as a custom farmer, joint venturer or partner as those terms are defined or described in the FSA Handbook, as may be amended from time to time, and (iv) Lessee shall be construed as a cash tenant. In the event the FSA office makes a determination that Lessor will be considered or construed to be an operator or producer under the terms of this Lease, or that Lessor is otherwise eligible to receive applicable government program payments in Lessor's name as operator or producer as such payments relate to this Lease and is subject to any payment limitation provisions, Lessor does hereby assign to Lessee any and all rights it may have thereto for payments attributable to the Term so long as Lessee is fully and faithfully performing all of the covenants and agreements herein stipulated to be performed on Lessee's part. Notwithstanding anything to the contrary contained herein,

upon the expiration or termination of this Lease or immediately upon Lessee's failure to fully and faithfully perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, (a) the foregoing assignment of Lessor's right to receive governmental program payments shall be automatically null and void, (b) Lessee shall have no further rights to receive any government program payments attributable to the Premises, and (c) Lessee shall fully cooperate with Lessor as requested by Lessor (including, without limitation, executing any documents required by any applicable governmental authority or Lessor) to cause any government program payments to cease to be paid to Lessee and cause such payments to be paid to Lessor. In the event Lessee receives any governmental program payments after Lessee's right to receive such program payments attributable to the Premises has been revoked in accordance with this Section 6, Lessee shall immediately and without further demand by Lessor, remit such payments to Lessor. In the event Lessor decides, in its sole and absolute discretion, to place a portion of (or an additional portion of, as applicable) or remove all or a portion of the Premises in any governmental program (including, without limitation, a CRP program), then the parties hereby agree to amend this Lease to reflect the addition or deletion of such portion of the Premises in such program and, if applicable, revise the Rent accordingly.

7. Water and Irrigation.

a. Water. Lessee hereby agrees to the following with respect to any surface water and/or groundwater located on, under or about the Premises:

i. Lessee agrees to utilize the Premises in accordance with the uses expressly permitted hereunder in a manner that will maintain all surface water and groundwater rights associated with the Premises (as defined in the applicable state or local statute, as may be amended from time to time, and any successor statute) ("**Water Rights**") on the Commencement Date. In the event Lessor determines that Lessee is not utilizing the Premises in a manner that will maintain the Water Rights, and Lessor notifies Lessee in writing of Lessee's failure to maintain the Water Rights, Lessee will have ten (10) days from the date of receipt of Lessor's notice to correct Lessee's use of the Premises so as to maintain the Water Rights. Lessee's failure to timely comply with Lessor's request shall be deemed an Event of Default hereunder.

ii. Lessee shall comply with all governmental permits relating to any water in, on or under the Premises (or water used in connection with the Premises) and shall abide by all laws, ordinances, statutes, by-laws, codes, restrictions or regulations and orders of all federal, State and local jurisdictions relating to water in, on or under the Premises (the "**Water Jurisdictions**"), including, without limitation, all applicable acreage restrictions. It is Lessee's responsibility to secure and/or maintain all Water Rights required by Water Jurisdictions for farming activities on the Premises.

iii. Lessee shall maintain accurate records of water usage and shall provide reports and well meter data to Lessor within ten (10) days of Lessor's request therefor. Further, Lessee shall assist Lessor in documenting water usage as required by the Water Jurisdictions, and shall provide said information to Lessor no less than thirty (30) days prior to the applicable reporting due date.

iv. Except with the prior written consent of Lessor, in no event shall Lessee use any surface water and/or groundwater located on, under or about the Premises for any property other than the Premises, nor sell any surface water and/or groundwater located on, under or about the Premises.

b. Irrigation. Lessee hereby agrees to the following with respect to irrigation on the Premises:

i. Lessee shall be responsible for the timely operation of any irrigation system(s) located on the Premises. Irrigation shall begin prior to crops exhibiting visible signs of growth stress and continue as long as soil moisture is inadequate to support maximum crop growth.

ii. Lessor makes no warranties, and expressly disaffirms any warranty, express or implied, as to (A) the availability, content or adequacy of surface water or ground water, or (B) the condition or suitability of the soil or subsoil.

iii. If, through no fault of Lessor, water is unavailable for relifting from adjoining bayous or other water sources or if governmental restrictions are placed upon the use of well water from the aquifer that supplies well water to the

Premises such that irrigation water is unavailable for use on the Premises, Lessor shall have no liability therefor to Lessee. In such event, Lessee shall bear the cost of (i) laying temporary pipes for the application of water to the fields and/or (ii) purchasing surface water or ground water from other sources in order to irrigate the Premises.

8. Right of Entry. Lessor or Lessor's authorized agent (including, without limitation, Agent) shall have the right to enter and inspect the Premises and to do anything which Lessor may deem reasonably necessary for the good of the Premises or Lessor (as determined by Lessor and/or Agent in its/their sole and absolute discretion) including, without limitation, (a) repairs, alterations, and improvements, (b) to show the Premises to potential tenants or purchasers and to place notices offering the Premises for license, lease or sale on any part of the Premises, and/or (c) perform any investigation, testing or sampling of the Premises. Neither Lessor nor Lessor's authorized agent (including, without limitation, Agent) shall be liable for inconvenience caused to Lessee by any such entry, work or activity, nor shall any entry, work or activity incident thereto have any effect upon this Lease or upon the obligations of Lessee hereunder.

9. Expiration of Lease. Under no circumstance shall Lessee retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease without written permission of Lessor. Any planting, plowing or other work performed by Lessee on the Premises prior to the expiration or termination of this Lease shall give Lessee no right to hold over. Upon the expiration or termination of this Lease, Lessee shall immediately quit and surrender the Premises, together with any Improvements and Lessor Equipment, to Lessor in good condition, reasonable wear and tear excepted, and shall deliver all keys to any locks on the Premises to Lessor. As to crops growing on the Premises at the expiration or termination of this Lease, all right, title and interest thereto shall belong to Lessor, and Lessee shall have no right, title or interest in or to any crops (or proceeds thereof) growing on the Premises at the expiration or termination of this Lease. In the event Lessee shall place on the Premises any personalty of any kind during the Term, Lessee shall remove the same from the Premises at or prior to the expiration or termination of this Lease, subject to the provisions of Section 27 hereof. However, (i) Lessee shall repair any damage caused by the removal of said personalty, and (ii) any such personalty which, with Lessor's permission, remains on the Premises after the expiration or termination of this Lease shall be the property of Lessor. After notice of termination is given or after the death of Lessee, Lessor, its agents, employees, and assigns may plow, seed, fertilize, irrigate and perform other customary work which Lessor may deem necessary, none of which is to interfere with normal farming operations of Lessee.

10. Holding Over. In the event Lessee remains in possession of the Premises after the expiration or termination of this Lease without the execution of a new lease, Lessee shall be deemed to be occupying the Premises as a trespasser. Further, Lessor has the right, in its sole and absolute discretion, to require Lessee to pay, as liquidated damages, and not as rent, for each calendar month or part thereof the Lessee holds over, **an amount equal to two hundred percent (200%) of the Rent for the immediately preceding Lease Year**, prorated on a daily basis, by providing written notice thereof to Lessee. No holding over by Lessee after the Term, or at the expiration of any renewal thereof, shall operate to extend this Lease without Lessor's prior expressed written consent and agreement. Nothing contained in the preceding sentence shall be construed as consent on the part of Lessor to Lessee holding over in possession after the expiration or termination of this Lease, and Lessor shall be entitled to exercise all the rights and remedies herein provided for or at law or in equity in the event of any such holding over by Lessee, including, without limitation, all damages sustained by Lessor by reason of such retention.

11. Condition of Premises. Lessee agrees that no representation as to the condition of the Premises (including, without limitation, any warranty, express or implied, as to the fitness of the Premises for any particular use) or any promise to alter, repair or improve the Improvements or Lessor Equipment thereon has been made by Lessor, Agent One or Agent Two. Lessee's entry into and possession of the Premises shall be conclusive evidence that Lessee has accepted the Premises in its present condition, subject to ordinary wear, tear and deterioration in the event the Term commences after the date hereof and to the rights of present or former occupants, if any, to remove movable property.

12. No Joint Venture or Partnership. It is expressly understood that no Lessor Party (as defined below) shall hereby, in any way or for any purpose whatsoever, become a partner or principal of Lessee in the conduct of Lessee's business, the farming of the land or otherwise, or a joint venturer or member of a joint enterprise with Lessee, and any Lessor Party and Lessee will not, by virtue of this Lease, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Lease there shall not be deemed to have occurred a merger of any joint enterprise between (i) Lessor and Lessee or (ii) Agent One and/or Agent Two and Lessee or (iii) Lessor, Agent One and/or Agent Two and Lessee.

13. Default. Lessee will be in default under this Lease if any of the following occurs, and the same shall be deemed an **“Event of Default”**: (A) Lessee shall fail to pay any Rent or any sum of money due hereunder when due, (B) Lessee shall fail to perform or comply with any other covenant or agreement contained in this Lease and such failure to perform or comply shall continue for a period of thirty (30) days after written notice thereof is given to Lessee or such shorter period as otherwise expressly set forth in this Lease, (C) Lessee shall abandon or vacate the Premises, (D) Lessee or any of Guarantors becomes bankrupt, insolvent or files any debtor proceeding; takes or has taken any petition of bankruptcy against Lessee or any of Guarantors; takes action or has action taken against Lessee or any Guarantors for the appointment of a receiver for all or a substantial portion of Lessee’s or any of Guarantors’ assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Lessee’s or any of Guarantors’ interest hereunder shall pass to another by operation of law, (E) Lessee shall fail to maintain all insurance required under this Lease, (F) a default by Lessee or any Related Lessee Party (hereinafter defined) occurs under any other lease or agreement between Bank of America, N.A., in its capacity as trustee or agent, and/or Lessor, and Lessee or any Related Lessee Party that continues beyond any applicable notice and cure period, (G) Lessee shall fail to quit and surrender the Premises, together with any Improvements and Lessor Equipment, to Lessor in good condition, reasonable wear and tear excepted on the date of the expiration or termination of this Lease, with all keys to any locks on the Premises delivered to Lessor, or (H) Lessee shall be in default under the Purchase Agreement (including, without limitation, by failing to timely consummate the transaction contemplated by the Purchase Agreement on the Closing Date (as defined in the Purchase Agreement). A **“Related Lessee Party”** shall mean any entity which shall directly or indirectly control, be under the control of, or be under common control with, Lessee. Upon the occurrence of an Event of Default, Lessor may, at its sole option and without any further notice to Lessee, take any one or more of the following actions:

a. terminate this Lease, which termination shall be deemed effective upon Lessee’s receipt thereof in accordance with the notice provision of Section 53 hereof;

b. effect or pay or perform that obligation as to which Lessee is in default, and Lessee shall thereafter be indebted to Lessor for all amounts so paid or advanced and all costs and expenses incurred in connection therewith together with interest thereon at a rate equal to the then highest lawful rate such indebtedness to be payable on demand;

c. reenter, take possession of the Premises and at Lessor’s option (i) remove all persons and property therefrom at Lessee’s cost (any property so removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Lessee) and/or (ii) take possession of any of Lessee’s personal property on the Premises as Lessor’s own property, all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Lessee shall after an Event of Default voluntarily give up possession of the Premises to Lessor, such action shall be deemed to be in compliance with Lessor’s rights and the acceptance thereof by Lessor shall not be deemed to constitute a surrender of the Premises. Should Lessor elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or without terminating this Lease, may relet said Premises or any part thereof for such term or terms (including, without limitation, a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Lessor in its sole and absolute discretion may deem advisable. Upon each such reletting, all rentals shall be applied first to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor, second to the payment of any costs and expenses of such reletting including, without limitation, brokerage fees and attorney fees, third to the payment of Rent due and unpaid hereunder and the residue if any shall be held by Lessor and applied in payment of future Rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any year shall be less than that to be paid during said year by Lessee hereunder, Lessee shall pay any such deficiency to Lessor annually. No such reentry or retaking of possession by Lessor shall be construed as an election by Lessor to terminate this Lease unless a written notice of such election is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach;

d. sue Lessee for possession of the Premises, for damages for breach of this Lease, and for other appropriate relief, either in the same or in separate actions; and/or

e. recover from Lessee all damages Lessor incurs as a direct or indirect consequence of Lessee’s breach (including, without limitation, court costs and reasonable attorneys’ fees). Unless Lessor terminates this Lease as provided above, Lessee will remain liable for all sums that accrue under this Lease for the remainder of the Term, as well as for all costs and expenses incurred by Lessor, and any other damages sustained by Lessor, as a direct or indirect consequence of Lessee’s

breach (including, without limitation, court costs and reasonable attorneys' fees).

Should this Lease be terminated at any time due to an Event of Default by Lessee, Lessor, in addition to any other remedies it may have, may recover from Lessee all damages it may incur by reason of such breach, including, without limitation, the cost of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor. Lessor shall not be obligated to notify Lessee of the due date of Rent nor demand payment thereof on its due date, the same being expressly waived by Lessee.

The rights and remedies of Lessor hereunder and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy available to Lessor, and Lessor's exercise of any one right will not preclude the simultaneous exercise of any other right or remedy. Such rights and remedies shall be continuing rights, none of which shall be exhausted by being exercised on one or more occasions. No waiver by Lessor of any default, breach or failure shall be construed as a continuing waiver or as a waiver of any subsequent default, breach or failure.

An Event of Default by Lessee under this Lease shall constitute a default under every other lease or agreement between Bank of America, N.A., in its capacity as trustee or agent, and Lessee or any Related Lessee Party.

14. No Right to Assign or Sublease. Lessee shall not assign, transfer, mortgage, or encumber this Lease, and shall not sublease the Premises or any part thereof, or allow any other person to be in possession thereof without the prior written consent of Lessor, which consent may be given or withheld by Lessor in its sole and absolute discretion. Any assignment, transfer, mortgage, or encumbrance, if made in violation of this provision, is void.

15. Condemnation. If the Premises or any part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, this Lease shall terminate as to the part taken. Any and all awards, damages or allowances awarded or allowed with respect to any condemnation or eminent domain proceeding shall be the property of Lessor, and Lessee shall have no claim or right in any award; except it is provided, that if the condemning authority allows, in addition to the value of the property taken, a separate and additional award for damages to crops then growing on the Premises, Lessee shall be allowed its share of the value of such growing crops. Lessee shall have the right to remove any personal property owned by Lessee which is located on the part acquired by eminent domain if the acquiring body so permits, subject to the other terms of this Lease.

16. Release, Indemnity and Hold Harmless. Lessee, its heirs, successors and assigns hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) against any of Lessor Parties (hereinafter defined) that arise from or relate to Lessee's activities on the Premises (including, without limitation, grazing livestock), and agrees not to sue any of Lessor Parties for such losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses. Without limiting the foregoing, Lessee agrees that Lessor Parties shall not be liable to Lessee, its heirs, successors and assigns for personal injury, property damage or any other claims, causes of action, liabilities (including, without limitation, strict liability), losses (including, without limitation, a decrease in value to the Premises, damages caused by loss or restriction of rentable or usable space or any damages caused by adverse impact on marketing of the Premises), damages, demands (including, without limitation, natural resource damages, consequential, punitive, special, exemplary and indirect damages), suits, fines, penalties, costs and expenses (including, without limitation, court costs, attorneys' fees, consultant fees and expert fees) of every kind or character, known or unknown, and whether in contract, in tort or existing at common law, or by virtue of any statute, regulation or ordinance (each a "Claim", and collectively, "Claims") arising from or related to Lessee's exercise of its rights under this Lease. Lessee assumes all risks and responsibilities for accidents, injuries or death resulting from such injuries or damages to person or property occurring in, on or about the Premises or in connection with the transportation of livestock to market, and LESSEE AGREES TO RELEASE, PROTECT, DEFEND UPON REQUEST WITH COUNSEL ACCEPTABLE TO LESSOR PARTIES, INDEMNIFY, REIMBURSE AND HOLD HARMLESS LESSOR AND LESSOR'S EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AGENTS (INCLUDING, WITHOUT LIMITATION, AGENT ONE, IF APPLICABLE, AND AGENT TWO, INCLUDING ANY OFFICER, DIRECTOR OR EMPLOYEE OF AGENT TWO AND ANY OF ITS DIVISIONS, SUBSIDIARIES OR AFFILIATES, AND ANY OF THEIR PARTNERS, SHAREHOLDERS, OR MEMBERS, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES), INVESTORS, HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND AFFILIATES (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA

CORPORATION, BANK OF AMERICA, N.A., AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (“**MLPF&S**”)) AND ANY GRANTOR OF AN EASEMENT BENEFITTING THE PREMISES, AND EACH OF THEIR CURRENT, FORMER AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, ADMINISTRATORS, INSURERS, SURETIES, ASSIGNS, REPRESENTATIVES, AGENTS, HEIRS, ATTORNEYS, GENERAL AND LIMITED PARTNERS, AND INDEPENDENT MANAGERS (COLLECTIVELY, “**LESSOR PARTIES**,” AND EACH INDIVIDUALLY, A “**LESSOR PARTY**”) FROM ANY AND ALL CLAIMS (AS DEFINED HEREIN), (A) ARISING, DIRECTLY OR INDIRECTLY, OUT OF, FROM OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE CONDITION, USE OR CONTROL OF THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, AS DEFINED HEREIN, LESSOR EQUIPMENT, AS DEFINED HEREIN, AND/OR OTHER PROPERTY OR EQUIPMENT THEREON) DURING THE TERM, OR (B) IMPOSED UPON OR INCURRED BY OR ASSERTED, DIRECTLY OR INDIRECTLY, AGAINST ANY LESSOR PARTY, IN WHOLE OR IN PART, BY REASON OF (I) ANY FAILURE ON THE PART OF LESSEE TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS LEASE, (II) ANY ENFORCEMENT OR REMEDIAL ACTION TAKEN BY ANY LESSOR PARTY IN THE EVENT OF ANY LESSEE PARTY’S (AS DEFINED BELOW) FAILURE TO PERFORM OR COMPLY WITH THE TERMS OF THIS LEASE; (III) ANY LITIGATION INVOLVING, CONCERNING OR RESPECTING (EXCEPT TO THE EXTENT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR) THIS LEASE, THE PREMISES OR THE USE OR OCCUPANCY THEREOF BY LESSEE PARTIES, OR (IV) ANY ACTION BY A LAW ENFORCEMENT OR REGULATORY OFFICIAL WITH RESPECT TO ANY ACT OR CONDUCT BY ANY LESSEE PARTY IN CONNECTION WITH THE PREMISES OR THE FARMING ACTIVITIES THEREON. Lessee shall be liable to Lessor Parties for any damages to the Premises (including, without limitation, the Improvements and the crops thereon), Natural Resource Improvements and/or Lessor Equipment, and for any act or omission by Lessee or any employee, agent, contractor, subcontractor, invitee, licensee, representative, successor, assignee, guest of Lessee or any other person acting on behalf of Lessee (collectively, “**Lessee Parties**,” and each individually, a “**Lessee Party**”). Notwithstanding anything to the contrary contained herein, in no event shall any Lessee Party be considered a Lessor Party for the purposes of this Lease. For avoidance of doubt, the term “Lessor Parties” shall include Lessor, and the term “Lessee Parties” shall include Lessee. For purposes of the indemnity provisions in this Lease, any act or omission of any Lessee Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee and as such shall fall within the scope of Lessee’s obligation to indemnify Lessor Parties. Lessor Parties need not have first paid any such Claim to be so indemnified and held harmless by Lessee. Lessee, upon written notice from Lessor, shall defend any Claim against any Lessor Party at Lessee’s sole expense, using legal counsel reasonably satisfactory to Lessor. Lessee shall promptly notify Lessor in writing if Lessee obtains knowledge of any potential Claim against Lessor in connection with the Premises or in any way related to the use of the Premises by Lessee, and such notice shall set forth reasonable detail of such potential Claim. Lessee’s indemnity obligations under this Section 16 shall survive the expiration or termination of this Lease, without limitation of time.

17. Insurance.

a. Coverage. Lessee shall maintain or shall cause to be maintained, in full force and effect throughout the Term, at its sole cost and expense, the insurance described below with reputable licensed insurance carriers satisfactory to Lessor and Agent, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Lease but at levels not less than the minimums indicated and with Lessor, Agent One (if applicable) and Agent Two, named as named insureds or additional insureds, as applicable:

- i. General Liability Insurance. General liability policy, including contractual liability, insuring Lessee as named insured and Lessor, Agent One (if applicable) and Agent Two, as named insureds or additional insureds, as applicable, against any claims of liability of every kind and nature, for bodily injury to, or death of, any person and for damage to the property of any person or legal entity arising out of Lessee’s performance hereunder and caused by Lessee’s or its agents, contractors or employees acts, defaults or negligence in the Minimum Insurance Amount set forth in the Terms and Definitions. Such policy shall also include Premises Medical Expense coverage, Personal and Advertising Injury coverage, and Fire Damage (Damage to Rented Premises) in the Minimum Insurance Amount set forth for each on the Terms and Definitions.
- ii. Commercial Umbrella Insurance. In the event Lessee is or becomes an entity, Commercial Umbrella Insurance in the Minimum Insurance Amount set forth on the Terms and Definitions.
- iii. Personal Umbrella Insurance. In the event Lessee is or becomes an individual or individuals, Personal Umbrella Insurance in the Minimum Insurance Amount set forth on the Terms and Definitions.

- iv. Workers' Compensation Insurance. During all times Lessee has employees, Workers' Compensation Insurance in the statutory amount required by the Workers' Compensation Law of the state or states in which Lessee is providing Workers' Compensation benefits to Lessee's employees.
- v. Employers' Liability Insurance. During all times Lessee has employees, Employers' Liability Insurance in the Minimum Insurance Amount set forth on the Terms and Definitions.
- vi. Commercial/Business Automobile Liability Insurance. In the event Lessee is or becomes an entity, insurance covering all vehicles licensed for highway use (owned, hired, leased or borrowed) used by any Lessee Party against any claims of liability of every kind and nature, for bodily injury to, or death of, any person and for damage to the property of any person or legal entity in the Minimum Insurance Amount set forth on the Terms and Definitions.
- vii. Personal Automobile Liability Insurance. In the event Lessee is or becomes an individual or individuals, insurance covering all vehicles licensed for highway use used by any Lessee Party against any claims of liability of every kind and nature, for bodily injury to, or death of, any person and for damage to the property of any person or legal entity in the Minimum Insurance Amount set forth on the Terms and Definitions.

b. No Further Changes and Rating. Each of the above policies shall contain provisions giving Lessor and its designated representatives (including, without limitation, Agent) at least thirty (30) days' prior written notice of a material change in or cancellation of coverage; provided, however, in the event such provisions cannot be incorporated in such policies, either by endorsement or otherwise, Lessee is obligated to provide at least thirty (30) days' prior written notice to Lessor of a material change in or cancellation of coverage. If Lessee is advised of any material change in coverage being made by any carrier, Lessee shall so notify Lessor or its designated representatives (including, without limitation, Agent) in writing. The cost of all insurance set forth above shall be paid solely by Lessee. All policies required to be carried by Lessee hereunder shall be issued by an insurance company licensed or authorized to do business in the State and with a rating of at least A- or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by Lessor.

c. Certificates and Endorsements. Upon execution of this Lease, Lessee shall deliver to Lessor a certificate and endorsement from the insurance company issuing each policy listing Lessor, Agent One (if applicable) and Agent Two, as named insureds or additional insureds, as applicable, thereunder and, if requested, copies of the policies of insurance representing the required insurance coverage. This requirement is not applicable for Workers' Compensation Insurance, Employers' Liability Insurance, Commercial/Business Automobile Liability Insurance or Personal Automobile Liability Insurance.

d. No Limitation of Liability. The foregoing insurance coverages are minimum requirements and the maintenance thereof shall in no way limit the liability of Lessee under this Lease. Any insurance maintained by Lessor shall in no way limit the liability of Lessee under this Lease.

e. Contractors and Subcontractors. Lessee will require all contractors and subcontractors to carry general liability insurance covering its activities, which policy shall name Lessor, Lessee, Agent One (if applicable) and Agent Two, as named insureds or additional insureds, as applicable. Such policy shall provide coverage with the same minimum limits of liability as required of Lessee hereunder. Contractors and subcontractors shall carry automobile and property damage insurance which shall name Lessor, Lessee, Agent One (if applicable) and Agent Two, as named insureds or additional insureds, as applicable. Such policy shall provide coverage with the same minimum limits of liability as required of Lessee hereunder or higher limits if required by law. Contractors and subcontractors shall carry Workers' Compensation Insurance for all workers in the applicable statutory amounts. Contractors and subcontractors shall furnish to Lessor a certificate of such insurance policy prior to the commencement of any work on or related to the Premises.

f. Waiver of Subrogation. Lessee and Lessor agree on behalf of themselves, and all others under them, including any insurer, to waive all claims against each other for losses occurring due to operations undertaken as per this Lease, to the extent covered by insurance, and to agree to obtain waivers of subrogation rights from any insurer, if available. This waiver shall apply only to the extent of actual insurance proceeds received with respect to losses occurring due to operations undertaken as per this Lease existing between Lessor and Lessee and shall not be construed to be a waiver

with respect to other operations. This waiver does not apply in any jurisdiction or situation in which such waiver is held to be illegal or against public policy or if insurance coverage would be voided by the waiver.

g. Miscellaneous. The insurance policies required to be obtained by Lessee in this Section 17 (except Workers' Compensation Insurance and Employers' Liability Insurance) shall be primary and non-contributory with any insurance carried by Lessor with respect to any claims arising out of the performance or non-performance of Lessee's duties and activities within the scope of this Lease or arising from any action or activity on, or condition of, the Premises, and Lessee's indemnity provided for in this Lease shall not be limited by any insurance proceeds that may be available to Lessee and/or Lessor. The insurance policies required to be obtained by Lessee in this Section 17 shall also be provided on an occurrence basis.

18. Liens.

a. General. Lessee shall not incur or suffer any liens or encumbrances to be levied or asserted against the Premises, the Improvements, or any other improvement thereon or appurtenance thereto. Subject to the provisions of Section 22 below, Lessee may (i) execute a security agreement in connection with Lessee's personal property, trade fixtures and equipment located upon the Premises, and (ii) give a security interest in any livestock, crops or produce maintained or grown upon the Premises; *provided, however*, that no such security interest shall attach to Lessee's interest in this Lease, or to the Premises, Improvements, and the appurtenances thereto, and Lessor's equipment located thereon. Lessee shall promptly notify Lessor of any claims or liens against the Premises, the Improvements, appurtenances thereto, or Lessor's equipment located thereon, so that Lessor may take such steps as Lessor may deem appropriate for the protection of the Premises, the Improvements, or Lessor's equipment and appurtenances, at Lessee's sole cost and expense. Lessee will RELEASE, PROTECT, DEFEND upon request with counsel acceptable to Lessor, INDEMNIFY AND SAVE HARMLESS Lessor and Agent from and against any and all losses, claims, damages, liabilities, or actions arising out of or based upon any such prohibited lien or encumbrance. The indemnity in this Section 18.a. shall survive the expiration or termination of this Lease.

b. No Mechanic's, Contractor's or Materialman's Liens. Lessee hereby covenants and agrees that it shall keep the Premises free from any liens arising from any work performed, materials furnished or obligations incurred by Lessee with respect to the Premises. If a mechanic's, contractor's or materialman's lien is filed on the Premises in connection with Lessee's operations on the Premises, then Lessee shall promptly pay or bond over the lien or otherwise remove the lien from title to the Premises. If any such lien remains of record and is not bonded by Lessee within thirty (30) days of the filing of such lien, then Lessor may, but is not obligated to, discharge the lien. Any amounts paid by Lessor to remove the lien, including, without limitation, costs, expenses, attorneys' fees and interest, shall be due from Lessee to Lessor immediately upon Lessee's receipt of notice thereof. Lessee will RELEASE, PROTECT, DEFEND upon request with counsel acceptable to Lessor, INDEMNIFY AND SAVE HARMLESS Lessor and Agent from and against any and all losses, claims, damages, liabilities, or actions arising out of or based upon any such mechanic's, contractor's or materialman's lien. The indemnity in this Section 18.b. shall survive the expiration or termination of this Lease.

19. Damage by Casualty.

a. All personal property of every kind whatsoever, including, without limitation, Farm Products (as such term is defined under Article 9 of the Uniform Commercial Code of the State, which includes, without limitation, all crops) brought or placed in or upon any part of the Premises shall be at the risk of Lessee or of the person owning the same, and neither Lessor, Agent One (if applicable), nor Agent Two shall be liable for any loss or damage thereto, whether such loss or damage is caused by fire, lightning, wind, rain or other elements, bursting or leaking of water pipes, structural defect or collapse, theft, or by the act of neglect of any person or any other cause of any description.

b. As part of the consideration for this Lease, Lessee does hereby release Lessor and Agent, from all liability and responsibility for any loss or damage to property as a result of fire or other casualty, even if such loss or damage is caused by the negligence of Lessor, Agent One (if applicable) and/or Agent Two.

c. Lessee shall not commit or permit the commission of any hazardous acts on the Premises or use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the Premises, Improvements, Natural Resource Improvements, Lessor Equipment or crops on the

Premises. Lessee shall at his own cost and expense comply with any and all requirements of Lessor's, Agent One's (if applicable) and/or Agent Two's insurance carriers necessary for the continued maintenance at reasonable rates of any fire and liability insurance on the Premises, Improvements, Natural Resource Improvements, Lessor Equipment and crops thereon.

20. Binding on Heirs. Subject to the termination provisions stated above in Section 1, the provisions and conditions of this Lease shall bind and inure to the benefit of the parent companies, subsidiaries, affiliates, members, managers, owners, partners, officers, board members, directors, shareholders, executives, employees, insurers, agents, legal representatives, estates, heirs, successors, and assigns of each of the parties hereto, as applicable, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any right in such assignee or sublessee of Lessee.

21. Hazardous Substances. Lessee's obligations and responsibilities with respect to Hazardous Substances (as defined below) shall be as follows:

a. Lessee hereby covenants and agrees to use and operate, and shall ensure that all Lessee Parties, use and operate, the Premises in compliance with any and all Environmental Laws (as defined below), and shall be solely responsible for securing all environmental and other permits and approvals required for Lessee's use and operation of the Premises.

b. Except for pesticides, herbicides and other chemicals of a nature and in quantities customarily used in similar agricultural operations and in the ordinary course of Lessee's business upon the Premises, Lessee shall not cause or permit any Hazardous Substance to be brought upon, kept, used, stored, generated or disposed of on, in or about the Premises by Lessee, its agents, representatives, employees, contractors or invitees. Lessee agrees to keep complete and accurate records of all pesticides, herbicides and other agricultural chemicals applied on the Premises, the application rates and fields where the pesticides, herbicides and other agricultural chemicals are applied and, upon request by Lessor, shall provide Lessor copies of all such records.

c. Lessee shall remove any and all Hazardous Substances and containers therefor on the Premises before the expiration or termination of this Lease. Lessee shall at its own expense take any and all necessary or desirable preventative, corrective or remedial action regarding any Hazardous Substance in any way affecting the Premises if, as and when any such preventative, corrective or other remedial action is required under any Environmental Law and, whether or not so required, shall perform any containment, removal or remediation of any kind involving any Hazardous Substance in any way affecting the Premises in compliance with all Environmental Laws. Lessee shall also take any and all actions necessary or desirable to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises.

d. Any Hazardous Substance permitted on the Premises as provided in this Section 21 and all containers therefor shall be used, kept, stored, handled, managed, generated and disposed of in compliance with Environmental Laws. Lessee shall follow all label restrictions and instructions in the use of all fertilizers, pesticides, herbicides and other chemicals permitted on the Premises as provided in this Section 21. Lessee hereby agrees that it shall be fully liable for all obligations, liabilities, costs and expenses related to the presence, use, storage, handling, management, generation, treatment and disposal of all Hazardous Substances on, at under or from the Premises by Lessee or any Lessee Party, and Lessee shall give immediate notice to Lessor of any violation of or noncompliance with the provisions of this Section 21.

e. WITHOUT LIMITING THE FORGOING COVENANTS AND RESTRICTIONS, LESSEE SHALL REIMBURSE LESSOR PARTIES FOR, AND SHALL RELEASE, INDEMNIFY, DEFEND UPON REQUEST, AND HOLD HARMLESS LESSOR PARTIES FROM AND AGAINST, ALL CLAIMS (AS DEFINED HEREIN) SUFFERED BY OR CLAIMED AGAINST LESSOR PARTIES, DIRECTLY OR INDIRECTLY, BASED ON OR ARISING OUT OF, IN WHOLE OR IN PART: (A) CONTAMINATION OF OR FROM THE PREMISES OR THE GROUNDWATER THEREOF, (B) ANY DISCHARGE OF TOXIC OR HAZARDOUS SUBSTANCES INTO ANY SEPTIC FACILITY OR SEWER SYSTEM, (C) ANY VIOLATION OR LIABILITY OF OR UNDER ENVIRONMENTAL LAWS, AND (D) THE RELEASE OR EXISTENCE OF HAZARDOUS SUBSTANCES ON, IN OR ABOUT THE PREMISES (IRRESPECTIVE OF WHETHER THERE HAS OCCURRED A VIOLATION OF APPLICABLE ENVIRONMENTAL LAW RELATING TO THE PREMISES), INCLUDING, WITHOUT LIMITATION, ANY LOSS OF VALUE TO THE PREMISES IN CONNECTION THEREWITH, IN EACH CASE OCCURRING, DIRECTLY OR INDIRECTLY, AS A RESULT OF LESSEE'S OR ANY OTHER LESSEE PARTIES' ACTIVITIES ON THE PREMISES AND USE OF THE PREMISES. Lessor Parties need not have first paid any such claim to be so indemnified and held harmless by Lessee. Lessee, upon written notice from Lessor Parties, shall defend any claim against Lessor Parties at Lessee's sole expense,

using legal counsel satisfactory to Lessor Parties, and Lessor Parties shall cooperate with Lessee in such defense. Lessee's indemnity obligations under this Section 21 shall survive the expiration or termination of this Lease, without limitation of time.

For the purposes of this Section 21: (a) "**Hazardous Substances**" shall mean any and all pollutants, contaminants and toxic, caustic, radioactive or hazardous materials, substances or wastes including, without limitation, oil, petroleum or petroleum distillates and their by-products, any substance that is toxic, ignitable, reactive or corrosive, asbestos, urea-formaldehyde foam insulation, asbestos containing materials, whether or not friable, polychlorinated biphenyls, radon gas, infectious or medical wastes, and all other substances, pollutant, contaminant or waste of any nature, that are regulated under any Environmental Laws; and (b) "**Environmental Laws**" shall mean all federal, State and local statutes, laws (including common or case law), rulings, regulations, ordinances, codes, or governmental, administrative or judicial policies, directives, orders or interpretations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or governing in any way the environmental condition of the Premises, including, without limitation, (i) laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substances, (ii) the Resource Conservation & Recovery Act of 1976 as amended from time to time and regulations promulgated thereunder, (iii) the Comprehensive Environmental Response, Compensation & Liability Act of 1980 as amended from time and time and regulations promulgated thereunder, and (iv) the Federal Insecticide, Fungicide & Rodenticide Act as amended from time to time.

22. Security Agreement. This Lease shall constitute a security agreement by and between Lessor as secured party and Lessee as debtor. Lessee hereby grants Lessor a security interest in and to all crops growing or to be grown on the Premises and all Farm Products (as such term is defined under Article 9 of the Uniform Commercial Code of the State) now owned or hereafter acquired wherever stored, grown or produced on the Premises and/or all equipment located on the Premises, all proceeds for all crops growing or to be grown on the Premises from any crop insurance, price support payment, or other governmental program and all proceeds thereof, to secure the payment of Rent and other amounts payable hereunder whether due or not due. 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 and it shall also extend to general intangibles and accounts, rents, issues and profits from farm crop insurance or program entitlements of any type. On Lessor's request, Lessee shall sign and deliver to Lessor an Assignment of Indemnity to assign the crop insurance payments and/or a USDA form CCC-36 (or other applicable form) to assign all governmental program entitlements. Except as previously disclosed to Lessor in writing, Lessee hereby expressly warrants to Lessor that the security interest granted to Lessor herein is a first security interest prior and paramount to any and all other security interests pertaining to the property covered hereby. Upon the occurrence of an Event of Default by Lessee, Lessor shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State and any other applicable laws. Lessee acknowledges that the provision of the Premises to Lessee by Lessor constitutes new value and enables Lessee to proceed with the planting and production of the crops. In order to perfect such security interest, Lessor may file any financing statement or other instrument necessary at Lessee's expense at the applicable filing offices. Lessee hereby authorizes Lessor to execute and file any financing statement or other instrument necessary to perfect Lessor's security interest under this Section 22, which power is coupled with an interest and is irrevocable during the Term. Lessor may also file a copy of this Lease as a financing statement to perfect its security interest in the collateral. Further, Lessee agrees to execute and deliver on demand such financing statements as Lessor shall request in order to impose the security interest granted herein more specifically upon such crops. Lessee agrees, upon request by Lessor, to provide Lessor a written listing of all buyers, commission merchants or selling agents to whom or through whom Lessee may sell farm products to be grown on the Premises. The terms "buyers, commission merchants or selling agents" have the same meanings as defined by the Food Security Act of 1985, 7 U.S.C. Section 1631 (the "**Act**"). Lessee warrants and covenants not to sell any Farm Product(s) grown on the Premises to any buyer, commission merchant or selling agent not listed in a written listing provided to Lessor unless Lessee provides Lessor with written notice of intent to sell to a non-listed buyer, commission merchant or selling agent at least seven (7) days prior to any intended sale to a non-listed buyer, commission merchant or selling agent. Lessee acknowledges, understands and agrees that Lessor may include in any notice to a buyer, commission merchant or selling agent all information required by the Act, and such terms and conditions for payment or release of this security interest as determined in the sole and absolute discretion of Lessor, including the requirement that any check or draft issued as full or partial payment for the sale of such farm products to be made payable to both Lessee and Lessor as joint payees. The provisions of this Section 22 shall survive the expiration or termination of this Lease, until all obligations of Lessee hereunder have been fully performed.

23. Entire Agreement and Amendments. This Lease and all exhibits and addenda attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party.

24. Guaranty. If there are named Guarantors set forth in the Terms and Definitions, then as additional consideration for Lessor to enter into this Lease, Lessee shall cause Guarantors to execute the guaranty attached hereto as Exhibit C (the "**Guaranty**"), and Lessee shall deliver same to Lessor contemporaneously with Lessee's execution hereof. Lessee's failure to deliver such Guaranty as required in the preceding sentence shall be an automatic Event of Default under this Lease, with no notice being necessary to Lessee, and Lessor shall be entitled to exercise any and all rights and remedies available to it hereunder, as well as at law or in equity.

25. Reservation of Rights. Lessor reserves the right to use and enjoy the entire Premises for any purpose desired by Lessor, including but not limited to, the full, free and perpetual right and privilege, in common with Lessee, to use the Premises by foot, vehicular and animal traffic. Without limiting the generality of the foregoing, (a) Lessor reserves the right, but not the obligation, in common with Lessee to the extent expressly permitted in this Lease, to lay, construct and/or maintain roads, driveways, fences, utilities, pipelines and wells, (b) Lessor reserves the sole and absolute right, but not the obligation, without accountability to Lessee (i) to lay, construct and/or maintain solar panels/equipment, seismic equipment, windmills and other equipment and improvements relating to Natural Resources (as defined below) and/or other similar improvements and/or equipment (collectively, "**Natural Resource Improvements**"), (ii) to grant any party the right to lay, construct and/or maintain any Natural Resource Improvements, (iii) to grant easements, rights-of-way or other interest in and to the Premises (including, without limitation, for use for utility lines or in connection with the production, saving, and marketing of Natural Resources), (iv) to grant hunting and/or fishing leases or licenses, (v) to sell, lease, negotiate and receive surface damages, drill, mine or otherwise extract the Natural Resources from the Premises, and (vi) to grant contracts, licenses or leases related to any Natural Resources, including, without limitation, oil and gas leases, mineral leases, wind leases, water leases, solar leases, timber leases or contracts, gypsum leases, seismic exploration leases, division orders, pipe line and unitization agreements, and (c) Lessee acknowledges that the owner of any of the rights in Natural Resources, whether Lessor or another party, may have (and expressly reserves hereby) all rights to the Natural Resources, including, without limitation, the right to utilize the surface of the Premises in connection with the exploration and production of Natural Resources. Further, this Lease is subject to any existing or future contracts, leases, licenses, easements, rights of way or other interests in and to the Premises granted in connection with Natural Resource Improvements and/or granted for the use and/or removal of any Natural Resources in, on, about or underlying the Premises, if any. For the purposes of this Lease, the term "**Natural Resources**" shall mean, collectively, all natural resources in, on, about or underlying the Premises, including, without limitation, wind, solar, timber, coal, oil and gas and other hydrocarbons, limestone, caliche, gypsum, water, minerals and other similar materials or substances lying on or beneath the surface. This Lease shall confer no rights to Lessee in or to Natural Resources, and Lessee shall not have the right to use any Natural Resource Improvements without the prior written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion. In the event Lessor grants Lessee the right to utilize any of the Natural Resource Improvements, then such Natural Resource Improvements shall be deemed an "Improvement" under this Lease. Lessee hereby covenants and agrees that it shall not (nor shall it allow any Lessee Party to) interfere with the utilization of the surface of the Premises in connection with any rights to the Natural Resources. In the event that the exploration or production of the Natural Resources by Lessor, or a lessee of Lessor (other than Lessee or any lessee of Lessee), significantly and permanently reduces the acres of Premises that can be utilized by Lessee, Lessor will reduce the Rent by an amount that proportionately reflects said reduction as Lessee's sole and exclusive remedy. In the event that the exploration or production of the Natural Resources by Lessor, or a lessee of Lessor (other than Lessee or any lessee of Lessee), damages the Lessee's crops on the Premises to the extent that such crops are not suitable for harvest (as reasonably agreed by the parties), then Lessor will reimburse Lessee for all documented reasonable out-of-pocket costs and expenses actually incurred by Lessee to plant the so damaged crops.

26. No Hunting, Fishing or Firearms. It is provided, understood and agreed that, except as may be expressly provided in any Addenda of even date herewith executed by Lessor and Lessee and attached hereto, but not otherwise, (a) this Lease does not cover nor include any right or privilege of hunting by any means (whether using firearms, hunting dogs, traps or otherwise) on the Premises, nor of fishing on the Premises, all such hunting and fishing rights being expressly reserved to Lessor, and (b) Lessee Parties shall not bring any hunting dog, firearm, trap and/or fishing tackle upon the Premises and shall not fire any weapon or firearm thereon. Notwithstanding the foregoing, Lessee may take action to control predators or nuisance animals (i.e. snakes, coyotes, wild hogs) in accordance with all applicable federal, State, and local ordinances, laws,

rules and regulations to the extent reasonably necessary to prevent injury to persons or damage to any of Lessor's or Lessee's property on the Premises. For the avoidance of doubt, the foregoing does not permit Lessee to hunt or otherwise take action to control any deer or other game animal (other than wild hogs) on the Premises without Lessor's prior express written consent and agreement, except as may be expressly provided in any Addenda of even date herewith executed by Lessor and Lessee and attached hereto, but not otherwise, which may be given or withheld by Lessor in its sole and absolute discretion. Because damages resulting from a violation of this paragraph are difficult to ascertain, Lessee, its heirs, successors or assigns (if any), agrees to pay Lessor the sum equal to the greater of (a) Four Hundred Percent (400%) of the annual hunting lease rate for the Premises customarily charged in the region of the State, as determined by Lessor in its sole discretion, and (b) Four Hundred Percent (400%) of the animal trophy fee for the animal(s) harvested customarily charged in the region of the State, as determined by Lessor in its sole and absolute discretion (the "**Liquidated Damages Amount**"), on each occasion of violation of this paragraph, as a fee for violation of this paragraph. Lessee acknowledges and agrees that the actual damages likely to result from breach of this Section 26 are difficult to estimate on the date of this Lease and would be difficult for Lessor to prove. The parties intend that Lessee's payment of the Liquidated Damages Amount will serve to compensate Lessor for any breach by Lessee of its obligations under this Section 26, and the parties do not intend for it to serve as a penalty for any such breach by Lessee. The obligations of Lessee set forth in this Section 26 shall survive the expiration or termination of this Lease for the applicable statute of limitations.

27. Lien for Rents. In addition to and not in diminution of any lien that Lessor may have under applicable law, a landlord's lien is hereby reserved by Lessor upon all of the Farm Products (as such term is defined under Article 9 of the Uniform Commercial Code of the State) on the Premises and/or all equipment located on the Premises and in all proceeds therefrom (collectively, the "**Collateral**") to secure payment of the Rent and other amounts due Lessor herein and the performance of the affirmative agreements and covenants herein made a part of this Lease. Following an Event of Default by Lessee under this Lease, Lessor shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the State, including, without limitation, the right to sell the Collateral at public or private sale upon ten (10) days' notice to Lessee. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Lessor and Lessee agree that a copy or other reproduction of this Lease shall be sufficient to serve as a financing statement and that a copy or photographic or other reproduction of this portion of this Lease may be filed of record by Lessor and have the same force and effect as the original. Lessee warrants that the Collateral subject to the security interest granted herein is not purchased or used by Lessee for personal, family or household purposes. Within ten (10) days following written request therefor, Lessee shall execute financing statements to be filed of record to perfect Lessor's security interest in the Collateral. The landlord's lien shall survive the expiration or termination of this Lease, until all obligations of Lessee under this Lease have been fully performed. Lessee irrevocably authorizes Lessor from time to time to execute and/or file any initial financing statement and amendments thereto with the applicable Secretary of State or other filing office which Lessor determines is needed to perfect the statutory landlord's lien.

28. Captions and Interpretation. The captions of this Lease are for convenience only and are not to be construed as a part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. This Lease was initially drafted by Lessor as a matter of convenience and by agreement following negotiations with Lessee. The parties agree that no presumption or interpretation will be imposed by or against either party as a result thereof. Wherever in this Lease (or any exhibits or addenda hereto) Lessor's approval or consent is required, Lessor's approval or consent may be withheld in Lessor's sole and absolute discretion, unless expressly stated otherwise. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural. **For avoidance of doubt and notwithstanding anything to the contrary contained in this Lease (or any exhibits or addenda hereto), the parties agree that the term "shall" as used in this Lease (or any exhibits or addenda hereto) will not be construed as permissive, but as absolute, imperative and/or mandatory.**

29. Limitation on Right of Recovery Against Lessor. Lessee acknowledges and agrees that the liability of Lessor under this Lease or any matter relating to or arising out of the occupancy or use of the Premises shall be limited to Lessee's actual direct, but not consequential, damages therefor and shall be limited to Lessor's interest in the Premises. No personal judgment shall lie against Lessor upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Lessor's assets. For the purposes of this Section 29, the term "Lessor" shall mean and include all Lessor Parties. The provisions hereof shall inure to Lessor's successors and assigns. The foregoing provisions are not intended to relieve Lessor from the performance of any of Lessor's obligations under this Lease, but only to limit the personal liability of

Lessor in case of recovery of a judgment against Lessor.

30. NO INTEREST IN LESSOR PARTIES. LESSEE REPRESENTS AND WARRANTS THAT (A) NO LESSEE PARTY HAS ANY DIRECT OR INDIRECT INTEREST AS AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY OF THE LESSOR PARTIES, (B) NOR IS ANY LESSEE PARTY ACTING ON OR ON BEHALF OF ANY SUCH OFFICER, DIRECTOR OR EMPLOYEE. IF THIS LEASE OR ANY PART HEREOF IS EVER ASSIGNED IN WHOLE OR IN PART TO ANY PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, CORPORATION OR OTHER BUSINESS ENTITY IN WHICH AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY LESSOR PARTY SHALL DIRECTLY OR INDIRECTLY HAVE AN INTEREST, THEN SUCH ASSIGNMENT SHALL BE DEEMED IPSO FACTO REASSIGNED SO THAT NO ASSIGNMENT TO ANY OFFICER, DIRECTOR OR EMPLOYEE OF ANY LESSOR PARTY OR ANY BUSINESS IN WHICH IT MAY HAVE AN INTEREST SHALL EVER VEST.

31. Agency and/or Trustee Capacity. Notwithstanding anything to the contrary contained herein, Lessee acknowledges and agrees that Cushman & Wakefield U.S., Inc. is executing this Lease in its agency capacity and not in any manner in its corporate or individual capacity, and that Cushman & Wakefield U.S., Inc. (as well as all other Agent Two Parties, as defined below), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities hereunder whatsoever. Notwithstanding anything to the contrary contained herein, Lessee further acknowledges and agrees that Bank of America, N.A. is a party to this Lease in its agency and/or trustee capacity and not in any manner in its corporate or individual capacity, and that Bank of America, N.A. (as well as all other Agent One Parties, as defined below), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities hereunder whatsoever. Lessee shall look only to Lessor for the performance of Lessor's obligations under this Lease. The limitation of Lessor's liability under this Lease, including any waiver of subrogation rights, shall apply with equal force and effect to, and as a limitation on and a waiver of any and all liability of Cushman & Wakefield U.S., Inc. and Bank of America, N.A. This Section 31 survives the expiration or termination of this Lease.

32. Transfers.

a. Lessee hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Bank of America, N.A. (or any other Agent One Party, as defined below) is terminated as to the Premises or any portion thereof at any time prior to the expiration or termination of this Lease, then the applicable Agent One Party is authorized to convey and transfer its rights, title and interest in the Premises or any portion thereof and this Lease to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Bank of America, N.A. and the other Agent One Parties shall be relieved of all obligations under this Lease (as may be amended from time to time), and Lessee shall thereafter look solely to the transferee for the performance of the obligations of Lessor thereunder. For the purposes hereof, each of the following shall be an "**Agent One Party**" (collectively, the "**Agent One Parties**"): an officer, director or employee of Bank of America Corporation and any of its divisions, subsidiaries or affiliates (including, without limitation, Bank of America, N.A. and/or MLPF&S), and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives. The provisions of this Section 32.a. shall survive the expiration or termination of this Lease.

b. Lessee hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Cushman & Wakefield U.S., Inc. (or any other Agent Two Party, as defined below) is terminated as to the Premises or any portion thereof at any time, then the applicable Agent Two Party is authorized to convey and transfer its rights, title and interest in the Premises or any portion thereof and this Lease to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Cushman & Wakefield U.S., Inc. and the other Agent Two Parties (as defined below) shall be relieved of all obligations under this Lease, and Lessee shall thereafter look solely to the transferee for the performance of the obligations of Lessor thereunder. For the purposes hereof, each of the following shall be an "**Agent Two Party**" (collectively, the "**Agent Two Parties**"): an officer, director or employee of Cushman & Wakefield U.S., Inc. and any of its divisions, subsidiaries or affiliates, and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives. The provisions of this Section 32.b. shall survive the expiration or termination of this Lease.

33. Tolling of Statute of Limitations. Lessor, Agent One (if applicable) and Agent Two have a different role and relative position under this Lease as well as different access to information concerning management, administration, and other matters concerning this Lease than does Lessee. To avoid potentially unnecessary and costly litigation concerning this Lease, any

applicable statute of limitations is tolled with respect to any cause of action by any Lessor Party against Lessee or any Lessee Party relating to express or implied obligations, covenants, conditions, or limitations of this Lease. By such tolling it is meant that solely for applying any statute of limitations against any Lessor Party, no such cause of action will accrue until the tolling is lifted. Any statute of limitations as to any cause of action of any Lessor Party against Lessee or any Lessee Party will be lifted only when Lessee or the relevant Lessee Party provides to Lessor or Agent information, in writing, to enable Lessor or Agent to be fully apprised of the facts giving rise to any cause of action. In the event the tolling of the statute of limitations is lifted, then such tolling will only apply to that cause of action which relates to facts which Lessee has given to Lessor or Agent in writing. As to any other cause of action which any Lessor Party may have, the statute of limitations shall remain tolled until the tolling is lifted as provided for herein.

34. Waivers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES THE BENEFIT OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE TO THE PREMISES OR ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR ANY PARTICULAR PURPOSE. NO LESSOR PARTY HAS MADE ANY REPRESENTATIONS, COVENANTS OR WARRANTIES AS TO TITLE OR ANY OTHER MATTERS AFFECTING OR RELATED TO THE PREMISES AND THE SAME IS ACCEPTED BY LESSEE "AS-IS, WHERE-IS."

35. JURY WAIVER. IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER (OR AGAINST ANY LESSOR PARTY) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES.

36. PRIVACY. LESSEE HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY TO AGENT AND LESSOR AND MAY NOT BE SHARED OR USED FOR ANY PURPOSES, MARKETING OR OTHERWISE. The consent by Lessor to any disclosures shall not be deemed to be a waiver on the part of Lessor of any prohibition against any future disclosure.

37. Forum. Lessee hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State and to the jurisdiction of any state court or any United States federal court sitting in the State, over any dispute. Lessee hereby irrevocably waives any objection that Lessee may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Lessee hereby agrees and consents that, in addition to any methods of service of process provided for under applicable laws, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the State may be made by certified or registered mail, return receipt requested, directed to Lessee at its address for notice set forth in this Lease, or at a subsequent address of which Lessor received actual written notice from Lessee in accordance with Section 53 hereof, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Lessor to serve process in any manner permitted by applicable law or limit the right of Lessor to bring proceedings against Lessee in any other court or jurisdiction.

38. Choice of Law. THIS LEASE, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.

39. Joint and Several Liability. If two or more individuals, corporations, farm entities, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Lessee or in the capacity of any of the Guarantors, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several with the other signatories, and all notices, payments and agreements given or made by, with or to any one or more of them, shall be binding upon each and all of the persons or entities executing this Lease as Lessee with the same force and effect as if each and all of them had so acted or so given or received such notice or made such payment or so signed all of them. In like manner, if Lessee shall be a partnership or other business association, the members of which are, by virtue or statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several. Guarantors hereby agree to payment of all of Lessee's obligations hereunder.

40. Patriot Act and Controlled Substances. Lessee represents and warrants to, and covenants with, Lessor that (a)

neither Lessee nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term, in violation of any federal, state or local laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), and (b) no amounts paid or to be paid hereunder were derived from a violation of any federal, state or local laws (including, without, limitation, any laws governing the production, use or sale of hemp, marijuana or other cannabis product). LESSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD LESSOR AND THE OTHER LESSOR PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES AND COVENANTS BY LESSEE. The foregoing indemnity shall survive the termination of this Lease. At any time and from time-to-time during the Term, Lessee shall deliver to Lessor, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Lessor evidencing and confirming Lessee's compliance with this Section 40.

41. Time. Time is of the essence of this Lease. The term "**days**" shall be deemed to mean calendar days. If the expiration date by which a party is required to make a payment or notice to the other party or such other party's representative under the terms of this Lease falls on a weekend or on a State or federal holiday, then such expiration date for receipt of payment or notice shall be extended until the next Monday or non-holiday, as the case may be. Otherwise, the expiration date for performance of any action or activity shall be on the calendar day specified, regardless of whether such expiration date falls on a weekend or State or federal holiday.

42. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

43. No Implied Rights. Lessor and Lessee agree that this Lease will not be construed as conferring any legal or other implied rights, except for those rights and privileges expressly granted herein.

44. No Offer. The submission of this Lease to Lessee shall not be construed as an offer, and Lessee shall not have any rights under this Lease unless Lessor executes a copy of this Lease and delivers it to Lessee.

45. Counterparts. This Lease may be executed in any number of counterparts, by facsimile, attachment to an email, portable document format (.pdf) or other electronic transmission, each of which shall be deemed an original for all purposes, with the same effect as if all parties had executed one instrument. Executed signature pages from different counterpart originals of this Lease may be combined to form a single original instrument for recording and evidentiary purposes.

46. Agreement Not to Record. Lessee shall not record this Lease or any memorandum of this Lease in any public office without the prior written consent of Lessor, which consent may be withheld or denied in the sole and absolute discretion of Lessor, and any recordation by Lessee shall be a material breach of this Lease. Lessee grants to Lessor a power of attorney for the purpose of executing and recording a release releasing any such recorded instrument of record that was recorded without the prior written consent of Lessor, which power of attorney is coupled with an interest and is non-revocable. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR PARTIES AGAINST ALL CLAIMS, COSTS, EXPENSES AND DAMAGES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, INCURRED BY LESSOR PARTIES BY REASON OF THE FILING BY LESSEE OF THIS LEASE OR ANY MEMORANDUM HEREOF, WHICH OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. Lessor shall have the right to record this Lease or any memorandum of this Lease in any public office as desired by Lessor in its sole and absolute discretion without the consent of or notice to Lessee.

47. Survival of Obligations. All waivers, acknowledgements, releases and indemnifications by Lessee set forth in this Lease and the provisions of this Lease with respect to any obligation of Lessee to pay any sum owing or to perform any act after the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

48. Tying Arrangements. Lessee hereby represents and warrants to Lessor that neither Lessor nor any of its agents or representatives has made any requirement or suggestion that Lessee seek financing or any other service from Bank of America,

N.A. or any other Lessor Party as a condition of the execution of this Lease. Lessee's decision, if any, to seek financing or any other service from Bank of America, N.A. or any other Lessor Party is and was made strictly independently by Lessee.

49. Notice of Action by Law Enforcement or Regulatory Officials. If, at any time during the Term, (a) Lessee is the subject of any action by law enforcement or a regulatory official in connection with (i) any of Lessee's actions or conduct on the Premises, (ii) any crop being grown on such lands, or (iii) the acts of any third party in connection with said lands, or (b) any law enforcement or regulatory official enters upon the Premises for any reason, then Lessee is obligated to give immediate written notice (within 48 hours) to Lessor of such action or entry, as applicable. Such action includes, without limitation, known investigations, execution of warrants, seizure and/or destruction of property (including, without limitation, crops), arrests, or notice of any type of pending or future legal action, whether regulatory, civil, or criminal.

50. Certain Crops Not Permitted. Lessee shall not in any way use the Premises for the production of any crop that (i) is not legally permitted to be grown under federal law or the law of the State, (ii) is not permitted by any policy of Lessor, or (iii) consists of hemp, marijuana or other cannabis product. It is Lessee's obligation to ensure that all crops comply with the laws and rules of all regulatory authorities and law enforcement agencies and with Lessor's policy. A breach by Lessee of this provision is not subject to any cure provision of [Section 14](#) of this Lease but shall be deemed an automatic Event of Default by Lessee under this Lease. Lessor may then immediately exercise any of its remedies therefor, including, without limitation, the immediate termination of this Lease.

51. Authority. If Lessee is/are not an individual(s), then Lessee hereby represents and warrants to Lessor that: (a) Lessee is in good standing under the laws of the State; (b) Lessee has full power and authority to enter into this Lease and to perform all of Lessee's obligations under this Lease; and (c) each person (and all of the persons if more than one signs) signing this Lease on behalf of Lessee is duly and validly authorized to do so.

52. Subordination and Attornment. Lessee shall attorn and be bound to any of Lessor's successors and/or assigns under all terms, covenants and conditions of this Lease for the balance of the remaining Term. Lessee's interest under this Lease is subordinate to all terms of and all liens and interests arising under any deed of trust or mortgage existing or hereafter placed on Lessor's or Lessor's successors and/or assigns interest in the Premises. Lessee's consent shall not be required for an assignment of Lessor's or Lessor's successors and/or assigns interest in this Lease to Lessor's or Lessor's successors and/or assigns lender as required under such financing. If the Premises is sold as a result of a default under any deed of trust or mortgage, or pursuant to a transfer in lieu of foreclosure, Lessee shall, at such mortgagee's or purchaser's sole election, attorn to the mortgagee or purchaser. This [Section 52](#) is self-operative. However, Lessee agrees to execute and deliver, if Lessor, any successor, assign, mortgagee or purchaser should so request, such further instruments necessary to subordinate this Lease to a lien of any mortgage or deed of trust, to acknowledge the consent to assignment and to affirm the attornment provisions set forth herein. Notwithstanding anything to the contrary contained herein, in the event Lessor sells the Premises, or any portion thereof, to a nonaffiliated third-party purchaser, such new third-party Lessor may terminate this Lease as to the sold portion of the Premises at any time, and for any reason, upon thirty (30) days' prior written notice to Lessee.

53. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the addresses set forth in the Terms and Definitions; (2) electronic mail to the intended addressee; or (3) sent by a nationally recognized overnight courier service addressed to the parties hereto at the addresses set forth in the Terms and Definitions. All notices shall be effective upon the earlier to occur of actual receipt, one (1) business day following deposit with a nationally recognized overnight courier service prepaid and designated for next business day delivery, one (1) business day following delivery of electronic mail, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving written notice thereof to the other in conformity with this provision.

54. Farm Lease State-Specific Addendum. The Farm Lease State-Specific Addendum attached to this Lease (the "**Farm Lease State-Specific Addendum**") is incorporated herein by reference. In the event the provisions of this Lease conflict with the provisions set forth in the Farm Lease State-Specific Addendum, the provisions of the Farm Lease State-Specific Addendum shall prevail notwithstanding anything to the contrary contained in this Lease.

[Signature pages follow]

LESSEE:

Print Name: _____, individually

Print Name: _____, individually

OR

_____, a _____

By: _____

Print Name: _____

Title: _____

Date: _____

NOTE TO PREPARER: If Lessee is a corporation, the following acknowledgement(s) should be completed.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 20__, by _____ of _____, a _____ limited liability company/corporation/partnership, on behalf of the company/corporation/partnership.

Notary Public

NOTE TO PREPARER: If Lessee is an individual, the following acknowledgement(s) should be completed for each individual.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 20__, by _____, an individual.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 20__, by _____, an individual.

Notary Public
EXHIBIT A

Premises

EXHIBIT B

Lessor Equipment

EXHIBIT C

**RELEASE OF LIABILITY,
CONSENT FOR EXPOSURE TO DANGEROUS AND HAZARDOUS CONDITIONS, AND ASSUMPTION-OF-THE-RISK**

Reference is hereby made to the Farm Lease (the "Lease") dated as of the Effective Date defined in the chart below, by and between the Lessor defined in the chart below and the Lessee defined in the chart below:

<u>Effective Date:</u>	_____, 20____
<u>Lessor:</u>	KAYAK INVESTMENTS, LLC , a Delaware limited liability company
<u>Lessee:</u>	_____, a _____ OR Collectively, _____, an individual, and _____, an individual

Any person entering the Premises (hereinafter defined) is required to deliver to Lessor a signed copy of this Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption-of-the-Risk (this "Release").

I, the undersigned ("Guest"), have knowingly and willingly received permission to enter on certain lands (the "Premises") pursuant to the Lease, and I agree to become a party bound by the terms of the Lease and agreements contained therein. I understand and will abide by the terms, provisions, and conditions of the Lease. As used in this Release, the terms I, my person, and myself include my guests, invitees, employees, agents, contractors, subcontractors, assigns, family members, and minors; provided, however, that I acknowledge and agree that signing and delivering this Release to Lessor does not give me the right or authority to allow any person other than myself and my children or wards to whom I am a legal guardian to enter the Premises.

I understand the terms, provisions, and conditions of the Lease and I agree to abide by its terms and conditions of this Release. Any and all capitalized terms herein shall have the same meaning as set forth in the Lease unless otherwise defined herein.

WARNING OF THE DANGEROUS CONDITIONS ON THE PREMISES:

I acknowledge and understand that no warranty, either express or implied, is made by any Lessor Party (hereinafter defined) as to the condition and/or the safety of the Premises, or any roads, buildings, blinds, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks, and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of myself and my personal property. My presence and activities on the Premises expose both me and my personal property to dangerous conditions, risks, and hazards, both natural and man-made including but not limited to: persons with firearms both on and off the Premises; failure of blinds and tree stands, whether or not erected by Lessor; heatstroke, fatigue, and exhaustion; equipment misuse or malfunction; poisonous snakes, insects, and spiders; hazardous storms, lightning, winds, and other weather; rough, hazardous, and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; improper first aid or other medical treatment; eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous, and dangerous driving and walking conditions; and the actions or inactions of others on and off the Premises. I expressly assume all such dangers, risks, and hazards, whether or not listed above.

WAIVER, RELEASE AND INDEMNITY OF CLAIMS

In consideration for the rights granted in the Lease, (a) I hereby WAIVE, ACQUIT, RELEASE AND FOREVER DISCHARGE any and all losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses (including, without limitation, court costs and attorneys' fees) against any of Lessor Parties that arise from or relate to my activities on the Premises, and agree not to sue any of Lessor Parties for such losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses, and (b) I agree to PROTECT, DEFEND UPON REQUEST WITH COUNSEL ACCEPTABLE TO LESSOR PARTIES, INDEMNIFY, REIMBURSE AND HOLD HARMLESS LESSOR AND ITS EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AGENTS (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA, N.A. AND CUSHMAN & WAKEFIELD U.S., INC., INCLUDING ANY OFFICER, DIRECTOR OR EMPLOYEE OF CUSHMAN & WAKEFIELD U.S., INC. AND ANY OF ITS DIVISIONS, SUBSIDIARIES OR AFFILIATES, AND ANY OF THEIR PARTNERS, SHAREHOLDERS, OR MEMBERS, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES), INVESTORS, HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND AFFILIATES (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA CORPORATION, BANK OF AMERICA, N.A., AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED) AND ANY GRANTOR OF AN EASEMENT BENEFITTING THE PREMISES, AND EACH OF THEIR CURRENT, FORMER AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, ADMINISTRATORS, INSURERS, SURETIES, ASSIGNS, REPRESENTATIVES, AGENTS, HEIRS, ATTORNEYS, GENERAL AND LIMITED PARTNERS, AND INDEPENDENT MANAGERS (COLLECTIVELY, "**LESSOR PARTIES**," AND EACH INDIVIDUALLY, A "**LESSOR PARTY**") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DEMANDS, CAUSES OF ACTION, DEMANDS, AND DAMAGES (INCLUDING, WITHOUT LIMITATION, NATURAL RESOURCE DAMAGES, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY AND INDIRECT DAMAGES), SUITS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES, CONSULTANT FEES AND EXPERT FEES) OF EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, AND WHETHER IN CONTRACT, IN TORT OR EXISTING AT COMMON LAW, OR BY VIRTUE OF ANY STATUTE, REGULATION OR ORDINANCE (EACH A "**CLAIM**" AND COLLECTIVELY, "**CLAIMS**"), RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING FROM, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM THE USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED IN WHOLE OR PART BY ANY LESSOR PARTY'S ACTIVE OR PASSIVE NEGLIGENCE, OR GROSSLY NEGLIGENT CONDUCT. The foregoing release and indemnity applies during the time that I am permitted on the Premises, or am traveling to or from the Premises. For avoidance of doubt, the term "Lessor Parties" shall include Lessor.

I covenant and agree that I, my heirs, successors, and assigns and my employees, agents, contractors, subcontractors, invitees, lessees, licensees, representatives, guests or any other person acting on my behalf will not make Claim against the Lessor Parties, and I agree to DEFEND AND INDEMNIFY each Lessor Party for any and all Claims of the undersigned and/or a third party in accordance with the immediately preceding paragraph.

I HEREBY ACKNOWLEDGE AND CONFIRM THAT MY AGREEMENT HEREUNDER TO RELEASE, DEFEND, AND INDEMNIFY LESSOR PARTIES SHALL EXTEND TO AND INCLUDE CLAIMS THAT MAY ARISE OUT OF, OR ARE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY, THE NEGLIGENCE OR GROSS NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY LESSOR PARTY AND/OR LESSOR'S INDEPENDENT CONTRACTORS, CONSULTANTS, AND/OR SUBCONTRACTORS, AND/OR THE EMPLOYEES, AGENTS, AND REPRESENTATIVES OF SUCH CONTRACTORS, CONSULTANTS OR SUBCONTRACTORS. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS RELEASE, HAVING CONSPICUOUSLY REQUIRED THE INDEMNIFICATION OF LESSOR PARTIES FOR EVEN THEIR OWN NEGLIGENCE AND GROSS NEGLIGENCE, COMPLIES WITH AND SURPASSES THE REQUIREMENTS OF THE EXPRESS NEGLIGENCE TEST AND ALL OTHER RISK SHIFTING PRINCIPLES UNDER APPLICABLE LAW.

I agree that, to the extent that Lessee has any claims against me related to this Release, or Lessee incurs any damages, expenses, or other liabilities directly or indirectly related to this Release, Lessor Parties may pursue any such claims or other rights Lessee may have, directly against me. I expressly agree that I will not raise lack of privity of contract as a defense with respect to any claim for indemnification by any Lessor Party. It is understood by the parties that there are no limitations to the indemnification obligations of the undersigned under this Release, in that it is not necessary for any Lessor Party to have successfully defended any claim on the merits or otherwise, and this is intended to provide complete indemnification coverage for partial success, settlements, compromises, and dismissals.

PARENTAL GUARDIAN AND SUPERVISORY RESPONSIBILITY FOR MINORS AND INDEMNIFICATION FOR INJURIES OR DEATH

In the case of a minor, the parent/legal guardian agrees to the terms of this Release for himself/herself and on behalf of the minor, agrees that the minor shall be bound by all the terms of this Release, and agrees that but for this Release, the minor would not be permitted to enter onto the Premises. I agree to keep close supervision of the minor (s) in my watch and care at all times. I further agree to INDEMNIFY Lessor for any and all losses stemming from the injury or death of a minor or minors in my watch and care caused by (1) my lack of or negligent supervision; or (2) Lessor's alleged negligence or gross negligence.

LENGTH OF AGREEMENT

This Release applies during the time that I am permitted on the Premises, now and in the future until it is expressly revoked by me in writing and Lessor receives actual notice of such revocation.

LESSEE:

By: _____
Name: _____
Date: _____

GUEST*:

By: _____
Name: _____
Date: _____

*Both parents are required to sign for any minor guest.