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FARM LEASE

State of Alabama

BACKGROUND:

A. This Lease Agreement (hereinafter the "Lease") is entered into and made effective as of the date set forth at the end of this document by and between the following Landlord: _____ (the "Landlord")

and the following Tenant: _____ (the "Tenant").

B. Landlord and Tenant may be collectively referred to as the "Parties".

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do contract and agree as follows:

I. Premises.

1. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following property (the "Premises") described below:

2. The Premises is located at the following address:

II. Lease Term.

3. This Lease shall commence on the date of _____ and shall continue until its natural termination under this part on the date of _____ at 11:59 PM.

4. After the date of termination, this Lease shall automatically renew and shall continue for the same term amount until Landlord or Tenant undertake cancellation of this Lease in writing.

5. At the expiration of this Lease, Tenant shall be responsible for providing a forwarding address to Landlord to receive any funds owed or other notices.

III. Possession.

6. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by all Parties in writing.

7. At the expiration of this term, Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

IV. Lease Payments.

8. Tenant shall pay to Landlord lease payments of \$2 (two US dollars) each month.

9. The rent shall be payable in advance on the 1st (first) of each month. No holidays, special events, or weekends shall negate Tenant's obligation to pay timely Rent.

10. Tenant may be required to pay prorated rent from the beginning of this Lease to the first full payment period. If Tenant must pay prorated rent, Tenant shall pay any prorated amount due at the execution of this Lease.

11. Rent payments shall be made to the Landlord at the following address:

This address may be changed from time to time. Tenant will be informed in writing prior to the due date of that period's lease payment if the payment location has changed.

V. Security Deposit.

12. At the signing of this Lease, Tenant shall pay to Landlord in trust, a security deposit of \$2 (two US dollars) to be held and disbursed for Tenant damages to the Premises or other defaults under this Lease (if any) as provided by law. The security deposit shall not be in excess of one month's Rent.

VI. Existing Crops.

13. Tenant is to have the crops now planted and growing, and on leaving Tenant is to seed as many acres of crops as was found on the leased Premises when Tenant took possession.

14. The crops currently growing on the property are as follows:

VII. No Partnership.

15. Nothing in this Lease shall create a Partnership, joint venture, contractor, employment, or any other relationship between the Landlord and the Tenant, than that of Landlord and Tenant. No Parties shall be liable, except as otherwise expressly provided herein, for the other Party's obligations or liabilities. Tenant shall indemnify and hold Landlord and their property, including the Premises, free and harmless from all obligations and liabilities incurred by Tenant in conducting farming or other operations on the Premises, whether under this Lease or otherwise.

VIII. Use of Premises.

16. The Premises shall be used for the purposes of planting, growing, and harvesting of crops; the feeding, pasturing, maintenance, and production of agricultural livestock; and other related farming activities. The Premises shall not be used for any other purpose without Landlord's prior written consent. Tenant shall carry on all of the activities specified above in accordance with good husbandry and the best practices of the local farming community in which the leased Premises are situated.

17. Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use,

maintenance, operations, or production of crops on the leased Premises, or the sale or disposition of those crops.

18. Tenant agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this Lease except without the express prior written consent of the Landlord.

IX. Disease or Blight.

19. If any disease or blight of any character appears on the Premises or in or on any crop growing or grown on the Premises, the Tenant shall at their expense:

(a). Employ the best and most effective known methods known for eradicating such disease or blight; and

(b). Consult with and follow the advice of experts on the subject recommended or approved by the Landlord, who have offices or reside within one hundred miles of the Premises.

X. Property Insurance.

20. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

21. Tenant shall at their expense insure for their full insurable value, through insurance policies issued by companies acceptable to Landlord any crops specified in this Lease being grown on the Premises against damage or destruction by flood, fire, hail, windstorm, or any other act of God. The loss under any such policy shall be payable to Landlord and Tenant according to their respective interests in the crops.

XI. Maintenance.

22. Landlord shall be responsible for maintaining the Premises in good repair at all times during the term of this lease.

XII. Utilities.

23. Landlord shall be responsible for paying for and maintaining provision of all utilities

under this Lease.

XIII. Taxes.

24. Landlord shall pay all real estate taxes which may be levied against the Premises. However, Tenant shall pay, before delinquency, all personal property taxes or assessments levied on Tenant's personal property situated in or about the leased Premises during the term of this Lease. On demand, Tenant shall provide to Landlord satisfactory evidence of payment of taxes.

XIV. Right of First Refusal.

25. If at any time during the term of this Lease, Landlord shall receive a bona fide offer to purchase the leased property, it shall furnish to Tenant a true and correct copy of the proposed purchase agreement which the offeror is ready, willing, and able to sign and notify Tenant that Landlord is ready, willing, and able to sign it.

26. Tenant may, by giving notice to Landlord within 30 days after Tenant's receipt of the proposed purchase agreement, purchase the property, upon the terms, covenants, and conditions set forth therein.

27. If Tenant does not so elect within the 30 day offer notice period, Landlord may enter into the proposed purchase agreement with the offeror.

28. If the proposed agreement with the offeror is not consummated, Tenant's right to first refusal shall remain in effect. Neither the making of the proposed agreement by the Landlord shall be construed or deemed to terminate or extinguish any renewal option of Tenant provided.

XV. Termination Upon Sale of Premises.

29. Landlord may terminate this Lease upon sixty (60) days' written notice to Tenant that the Premises have been sold.

30. Should the Property be sold to anyone other than the Tenant, Tenant will be given a reasonable opportunity and allowance to complete the current growing season and harvest any crops thereon.

XVI. Destruction or Condemnation of Premises.

31. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit or farmland is substantially impaired, Landlord in their sole discretion, may elect to repair the Premises or terminate the Lease upon thirty (30) days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon thirty (30) days' written notice by either Party.

XVII. Defaults.

32. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which the Tenant is bound in this Lease. Subject to any governing law that states otherwise, if Tenant fails to cure any financial obligation within thirty (30) days (or any other obligation within sixty (60) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without foreclosing Landlord's ability to recoup damages.

33. Alternatively, Landlord may elect to cure any default themselves and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord as a direct result of Tenant's default. All sums of money or charges Tenant is required to pay under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this section are cumulative in nature and are in addition to any other rights afforded by law.

XVIII. Late Payments.

34. For any payment that is not paid within one day of its due date, Tenant shall pay a late fee of \$2 (two US dollars) charged once.

XIX. Holdover.

35. If Tenant maintains possession of the Premises for any period after the termination of this Lease (the "Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% (one hundred and fifty percent) of the most recent rate preceding the Holdover Period.

36. Such holdover shall constitute a month-to-month extension of this Lease.

XX. Cumulative Rights.

37. The rights of the Parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

XXI. Bounced Checks.

38. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

XXII. Remodeling and Structural Additions.

39. Tenant shall have the obligation to conduct any construction or remodeling (at their expense) that may be required to use the Premises as specified above.

40. Tenant may also construct such fixtures on the Premises (at their expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord which shall not be unreasonably withheld. At the end of the Lease term, Tenant shall be entitled to remove (or at the request of the Landlord, shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

XXIII. Landlord Access to Premises.

41. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises.

42. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the standard "For Rent" signs and show the Premises to prospective Tenants.

XXIV.

XXV. *Mechanics Liens.*

43. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid.

44. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

XXVI. *Subordination of Lease.*

45. This Lease is subordinate to any mortgages that now exist, or may be given later by Landlord, with respect to the Premises.

XXVII. *Subletting/Assignment.*

46. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

XXVIII. *Early Termination.*

47. The Tenant does have the option to terminate the Lease prior to the natural end of the Lease term.

48. The Landlord shall allow the Tenant to quit or terminate the Lease via a penalty of \$2 (two US dollars).

XXIX. *Notices.*

49. Notices given under this Lease or other applicable Alabama law shall be given in writing by and to both parties. Notices by Tenant to Landlord shall not be considered complete until actual receipt by Landlord and shall be sent or delivered to the address

noted for payment of Rent. Landlord or Landlord's agents, including any property managers, secretaries, or assistants, shall accept demands and/or service of process at the same address. Notices by Landlord to Tenant shall be deemed delivered when deposited in the mail to the address of the Property or hand delivered or placed in the mailbox of Tenant at the Property. Notices by Landlord to Tenant shall also be deemed delivered if addressed to a last known post office box address of Tenant.

XXX. Governing Law.

50. This Lease shall be construed in accordance with the laws of the State of Alabama.

XXXI. Entire Agreement.

51. This Lease Agreement contains the entirety of the agreement between the parties and there are no other promises, conditions, understandings, or other agreements, written or oral, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the Amendment.

XXXII. Severability.

52. If any part of sub-part of this agreement is deemed invalid by court order, judgment or other operation of law, the remaining parts and sub-parts of this agreement shall remain valid and enforceable to the fullest extent.

XXXIII. Heirs and Assigns.

53. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.

XXXIV. No Waiver.

54. If Landlord fails to enforce strict performance of any part or sub-part of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

XXXV. Binding.

55. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Lease has been executed and delivered in the manner prescribed by law as of the Effective Date written below.

EXECUTION:

Signature:

Date:

Signature:

Date:
