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LAND LEASE AGREEMENT

State of Alabama

BACKGROUND.

A. This Land Lease Agreement (hereinafter referred to as the "Lease") is entered into and made effective as of _____ (hereinafter referred to as the "Effective Date") by and between the Lessor (hereinafter referred to as the "Landlord"):

_____
of
_____

and the following Lessee (hereinafter referred to as the "Tenant"):

_____
of
_____

B. For purposes of convenience, the following party (the "Authorized Party") is also authorized to manage the Property and act on Landlord's behalf:

_____
_____

Such Authorized Party may be considered to act in place of the Landlord for the purposes of this Lease, where required or permitted.

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

D. WHEREAS, the Landlord is the owner of certain real property (the "Property") at the following address:

_____

Said property is more fully described by the legal description as follows:

_____

E. WHEREAS, the Landlord intends to lease to the Tenant and the Tenant agrees to lease from the Landlord the aforementioned property.

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. PROPERTY.

1. The Landlord, in consideration of the lease payments described herein, leases to Tenant the land (hereinafter referred to as the "Property") which is described as follows:

_____

2. The Property is located at the following address:

_____

3. The Property described equals 2 Square Acres (two square acres).

II. USE OF PROPERTY.

4. The Property shall be used for the following purposes and shall not be used for any other purpose without Landlord's prior written consent:

_____

5. The Tenant shall carry on all of the activities specified above in accordance with good husbandry and the best practices of the local community in which the leased Site is situated.

6. The 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, or operations of the Property.

7. The 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.

8. The Tenant shall maintain the Property in good repair and make all necessary repairs thereto.

III. IMPROVEMENTS AND ALTERATIONS.

9. The Tenant may not make improvements, alterations, additions, or other changes to the Property without the written approval of the Landlord.

10. The Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws.

11. All improvements, alterations, additions, or other changes to the Property shall become the property of the Landlord upon the termination of this Agreement unless otherwise agreed to by the Parties in writing.

12. The Tenant shall have the right to erect any sign related to its business or for other purposes on the condition that such signs comply with the law.

IV. LEASEHOLD MORTGAGE.

13. The Tenant has the right to grant a mortgage, deed of trust, or other security interest in the Tenant's interest in the Property created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to the Tenant to finance the construction of any improvements made to the Property during the Term.

14. In no event will any interest of the Landlord in the Property be pledged as collateral for or be subordinate to any Leasehold Mortgage.

V. MECHANICS LIENS.

15. The Tenant will not permit any mechanics or other liens to be filed against the

Landlord's interest in the Property as a result of any work performed or for obligations incurred by the Tenant.

16. The 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 Property free of all liens resulting from construction done by or for the Tenant.

17. The Tenant shall indemnify the Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

VI. PERMITS AND APPROVALS.

18. The Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with their use of the Property.

19. The Landlord will cooperate with the Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

VII. LEASE TERM.

20. This Lease shall commence on _____ at 12:01 AM and shall continue until its natural termination under this part on the date of _____ at 11:59 PM.

21. This Lease shall automatically renew and shall continue for the same term length until either of the Parties undertakes cancellation of this Lease in writing.

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

VIII. POSSESSION.

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

24. If Landlord is unable to deliver possession of the Property to Tenant at the start of the Lease term, through no fault of Landlord or due to any unforeseen circumstances,

Landlord shall not be liable for any damages, but Tenant will not be liable for Rent until possession is given. If possession is given within 30 (thirty) days, Tenant hereby agrees to accept the Property and pay Rent from that date forward. If possession cannot be delivered within 30 (thirty) days, then this Lease shall be terminated.

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

IX. SECURITY DEPOSIT.

26. Upon execution of this Lease, Tenant shall provide the following amount to Landlord, to be held as a security deposit for the reasonable cleaning or repair of damages to the Property upon the expiration or termination of this Lease or in case of default by Tenant: **$2 (two US dollars)**.

27. The security deposit shall not be in excess of one month's Rent.

28. The security deposit shall be held at the following financial institution:

_____

29. Tenant hereby agrees to be liable to Landlord at the expiration or termination of this Lease for all damages to the Property, except ordinary wear and tear.

30. Tenant shall not be permitted to use any portion of the security deposit to cover their Rent.

31. In case of sale or assignation of this Lease by the Landlord, the Tenant's security deposit shall be transferred to the new owner or assignee and the Landlord shall be released from liability to the Tenant for return of the security deposit.

32. Landlord has 60 (sixty) days after the termination of the Lease in order to return Tenant's security deposit or 60 (sixty) days in which to send an itemized list of deductions for which Landlord will be taking funds.

X. LEASE PAYMENTS.

33. Tenant shall pay to Landlord rent payments of **$2 (two US dollars)** each month.

34. Rent shall increase 2% (two percent) on an annual basis.

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

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

37. For any returned or bounced checks, Landlord may charge Tenant the cost of the returned check fee, as well as an additional reasonable fee, together with Rent late fees, as applicable.

38. For any payment that is not paid when due, the Tenant shall, as allowed under applicable law, pay a late fee of **$2 (two US dollars)**.

39. The Landlord agrees to accept the following forms of payment for the Rent:

_____

40. Payment of Rent may be sent or delivered to the following address or to any person or institution denoted by Landlord, whether by mail, email, or any other means. If payment shall be made electronically, the address below shall be utilized as Tenant's point of contact for Landlord:

_____

XI. TAXES.

41. The Landlord shall pay all real estate taxes or assessments which are levied or charged on the Property during the Term of this Lease.

XII. UTILITIES.

42. The Tenant shall pay the cost of all utility services during the Term, including, but not limited to gas, water, and electricty used on the Property.

XIII. RIGHT OF FIRST REFUSAL.

43. If at any time during the term of this Lease, the Landlord shall receive a bona fide

offer to purchase the leased Property, they shall furnish to the Tenant a true and correct copy of the proposed purchase agreement which the offeror is ready, willing, and able to sign and notify the Tenant that the Landlord is ready, willing, and able to sign it.

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

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

46. If the proposed agreement with the offeror is not consummated, the Tenant's right of 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 the Tenant provided.

XIV.

XV.

XVI. DANGEROUS AND HAZARDOUS MATERIALS.

47. Tenant shall not keep or have on Property any article or thing of a dangerous, flammable, or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

XVII. PROPERTY INSURANCE.

48. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Property and property located on the Property.

49. Tenant's insurance shall be an amount not less than **$2 (two US dollars)**.

50. The Landlord shall be named as an additional insured party on any and all such policies.

51. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord.

52. The Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

53. Tenant shall also maintain any other insurance which Landlord reasonably requires for the protection of Landlord's interest in the Property.

54. Tenant is responsible for maintaining property insurance on their own property.

XVIII. LIABILITY INSURANCE.

55. Tenant shall maintain liability insurance on the Property in an amount not less than **$2 (two US dollars)**.

56. Tenant shall deliver evidence to Landlord as proof that sufficient insurance is in force and issued by companies reasonably satisfactory to Landlord.

57. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies during the duration of the Lease.

XIX. INDEMNITY REGARDING USE OF PROPERTY.

58. To the extent allowed by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, for which Landlord may suffer or incur in connection with Tenant's possession, use, or misuse of the Property, except Landlord's own act or negligence.

XX. LANDLORD ACCESS TO PROPERTY.

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

60. As provided by law, in case of an emergency, Landlord may enter the Property without Tenant's prior consent.

61. If and when Tenant informs Landlord that they will not be exercising the purchase option, during the last three months of this Lease, or any extended period of this Lease, Landlord shall be allowed access to the Property to display "To Let" signs and show the Property to prospective future tenants.

XXI. QUIET ENJOYMENT.

62. If the Tenant pays the rent and performs all other obligations under this Agreement, the Tenant may peaceably and quietly hold and enjoy the Property during the Term.

XXII. EARLY TERMINATION.

63. The Tenant has the option to terminate the Lease prior to the natural end of the Lease term.

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

XXIII. SURRENDER OF PROPERTY.

65. The Tenant shall return the Property to the Landlord upon the termination of this Agreement in good condition and repair, ordinary wear and tear excepted.

66. Within 30 days following the termination of this Agreement, the Tenant will remove all equipment, materials, fixtures, and other personal property belonging to the Tenant from the Property.

67. Any property left on the Property after 30 days following the termination of the Agreement will be deemed to have been abandoned by the Tenant and may be retained by the Landlord.

XXIV. DEFAULT.

68. 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.

69. Subject to any governing law that states otherwise, if Tenant fails to cure any financial obligation within 30 days, or any other obligation within 60 days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Property without further notice (to the extent permitted by law), and without foreclosing Landlord's ability to recoup damages. 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.

70. 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."

71. The rights provided by this section are cumulative in nature and are in addition to any other rights afforded by law.

XXV. NO PARTNERSHIP.

72. Nothing in this Lease shall create a partnership, joint venture, contractor, employment, or any other such relationship between the Landlord and the Tenant.

73. No Parties shall be liable, except as otherwise expressly provided herein, for the other Party's obligations or liabilities.

74. The Tenant shall indemnify and hold Landlord and their property, including the Property, free and harmless from all obligations and liabilities incurred by the Tenant in conducting operations on the Property, whether under this Lease or otherwise.

XXVI. SUBORDINATION.

75. This Agreement and the Tenant's rights hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other liens now or hereinafter incurred by the Landlord.

76. Upon request of the Landlord, the Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

XXVII. DESTRUCTION OR CONDEMNATION OF PROPERTY.

77. If the Property is partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Property in a normal manner as intended, and if the damage is reasonably repairable within sixty days after the occurrence of the incident which caused the damage, and if the cost of repair is less than 50% of the value of the property itself, Landlord shall repair the Property and a reasonable and just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Property has remained unusable. However, if the damage is not repairable within sixty days, or if the cost of repairs is greater than 50% of the value of the property, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control given their reasonable level of effort, or if the property is condemned, this Lease and its purchase option shall terminate upon twenty days notice of such event or condition by either Party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to them.

78. Tenant shall give Landlord timely notice of any damage to the Property.

XXVIII. SUBLETTING AND ASSIGNMENTS.

79. Tenant may not assign or sublease any interest in the Property, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior express written consent of the Landlord, which shall not be unreasonably withheld.

XXIX. COUNTERPARTS.

80. This Lease may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Lease is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

XXX. ENTIRE AGREEMENT.

81. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

82. This Agreement supersedes any prior written or oral agreements between the Parties.

XXXI. HEIRS AND ASSIGNS.

83. 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.

XXXII. SEVERABILITY.

84. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

85. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XXXIII. AMENDMENT.

86. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XXXIV. GOVERNING LAW.

87. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XXXV. NOTICE.

88. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXXVI. WAIVER OF CONTRACTUAL RIGHTS.

89. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and

compel strict compliance with every provision of this Agreement.

XXXVII. BINDING.

90. 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, the Parties execute the Agreement as follows:

EXECUTION:

_____
_____, Representative of _____, *Landlord*

_____
Date

_____
_____, Representative of _____, *Tenant*

_____
Date

EXHIBIT A

The Description of the Property