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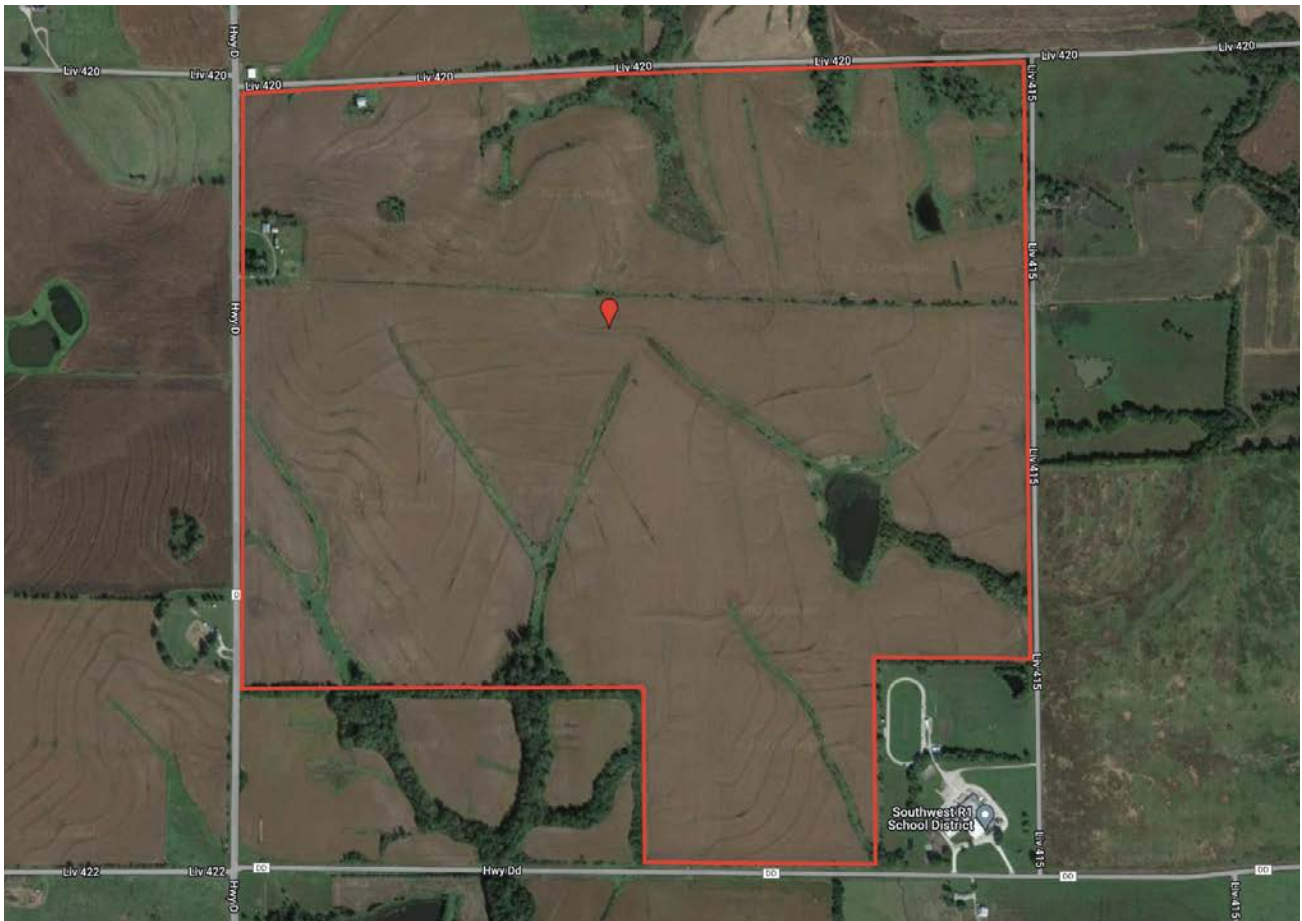
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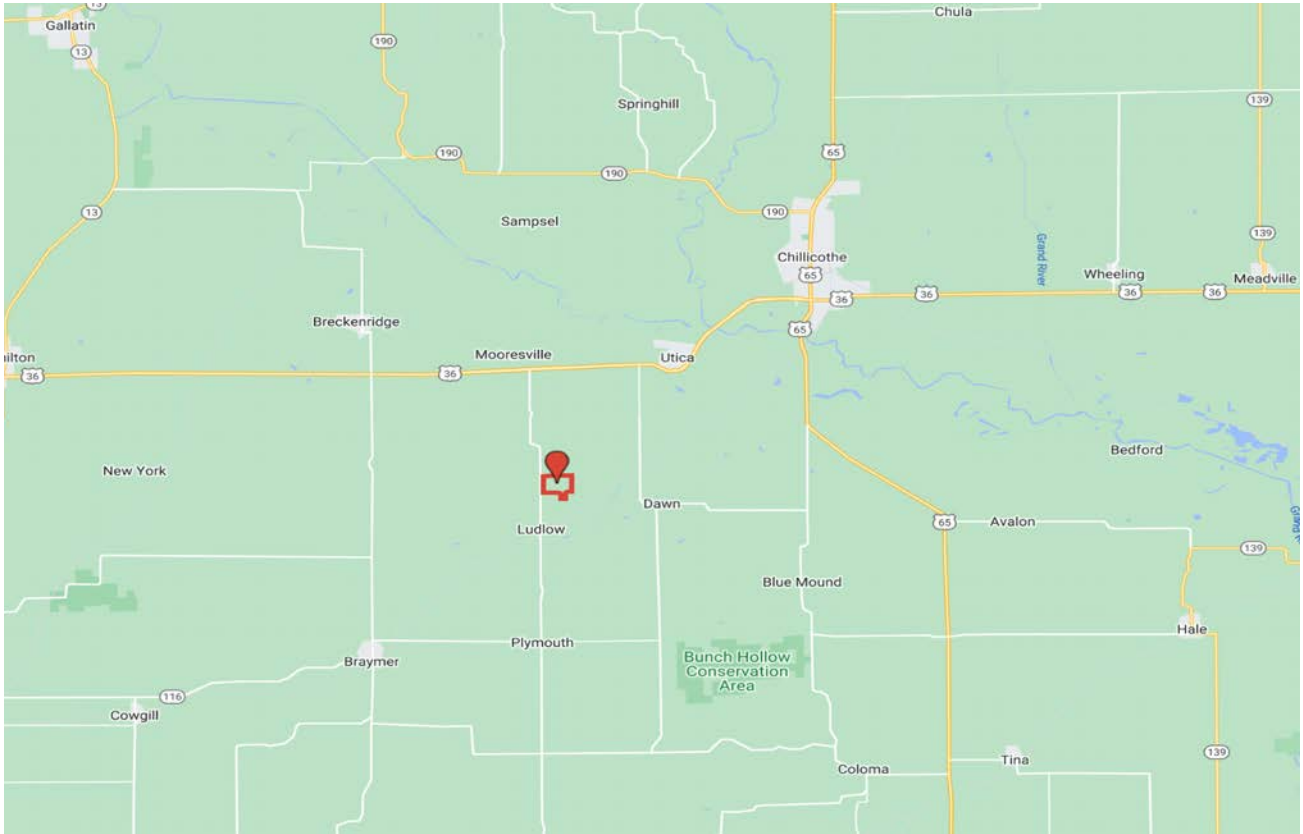
Agent: Jamie Barnes (660) 851-1125 or Jamie@barnesrealty.com

**Sections 2, 3, 10, 11- Township 56N, Range 25W
Livingston County, MO**

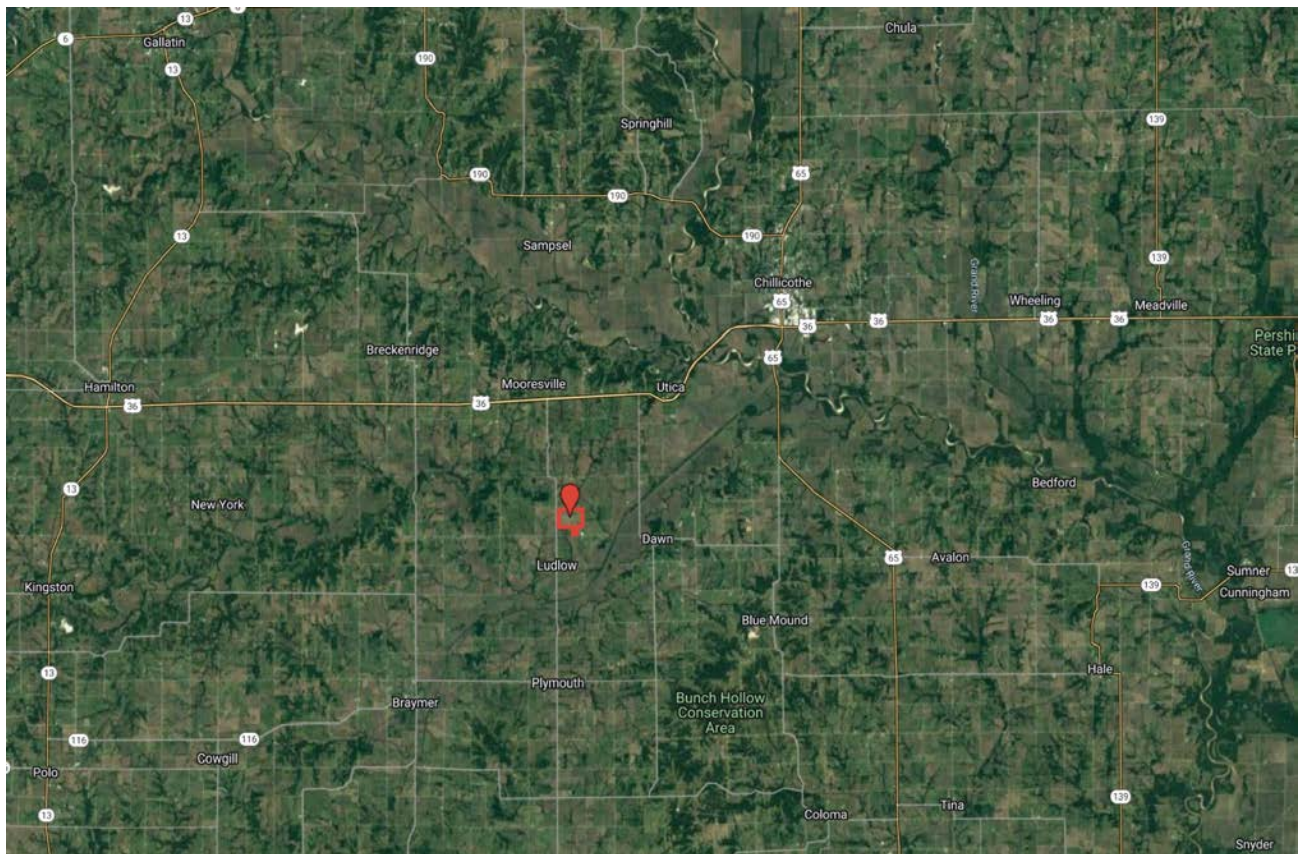
Google Aerial Map



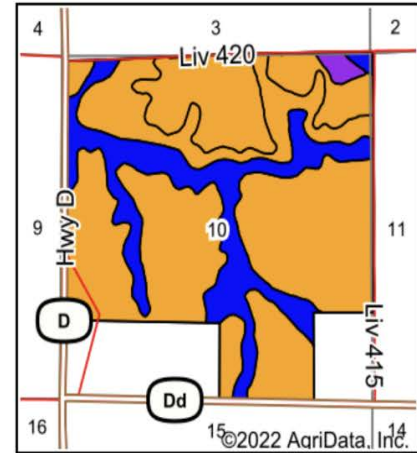
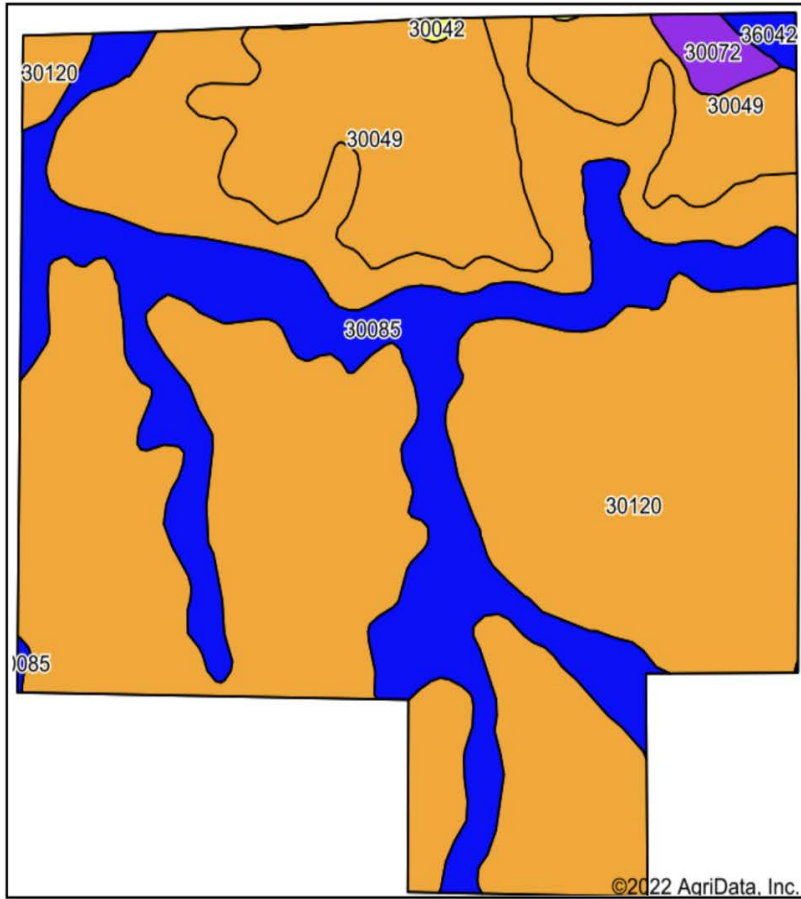
Driving Map



General Location Map



Soil Map



State: **Missouri**
 County: **Livingston**
 Location: **10-56N-25W**
 Township: **Monroe**
 Acres: **511**
 Date: **6/2/2022**



Maps Provided By:



Area Symbol: MO117, Soil Area Version: 23

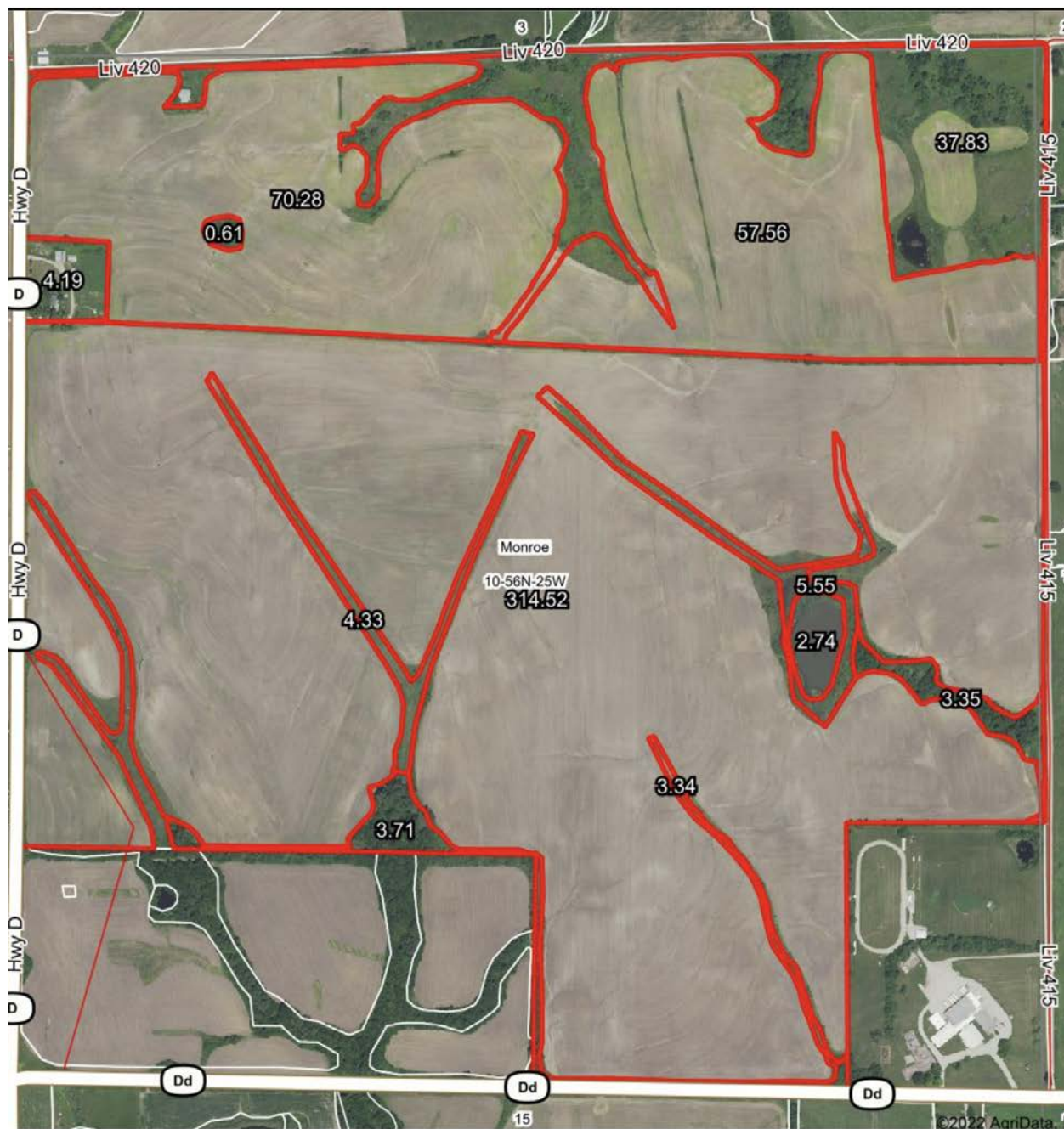
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
30120	Lagonda silty clay loam, 5 to 9 percent slopes, eroded	324.69	63.5%		IIIe	70	69	68	60
30085	Grundy silt loam, 2 to 5 percent slopes	100.04	19.6%		Ile	74	74	70	63
30049	Dawn loam, 5 to 9 percent slopes, eroded	77.72	15.2%		IIIe	54	54	49	40
30072	Gosport silt loam, 14 to 35 percent slopes	5.45	1.1%		VIe	21	21	21	16
36042	Vesser silt loam, 0 to 2 percent slopes, occasionally flooded	2.32	0.5%		IIw	95	76	39	95
30042	Caleb silt loam, 9 to 14 percent slopes, eroded	0.78	0.2%		IVe	76	76	64	63
Weighted Average					2.83	*n 67.9	*n 67.2	*n 64.9	*n 57.2

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Surety Map



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maps Provided By:



AgriData, Inc. 2021

www.AgriDataInc.com

Boundaries provided by Farm Service Agency as of 5/21/2008.

Map Center: 39° 40' 36.46, -93° 41' 35.14

0ft 804ft 1608

10-56N-25W
Livingston County
Missouri



3/22/2022

FSA 156EZ

MISSOURI
LIVINGSTON

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 909

Prepared : 7/13/22 2:12 PM

Crop Year : 2022

Operator Name :
Farms Associated with Operator : 29-117-189, 29-117-235, 29-117-296, 29-117-432, 29-117-623, 29-117-909, 29-117-1527, 29-117-1894, 29-117-2196, 29-117-2667, 29-117-2854, 29-117-3106, 29-117-3323, 29-117-3517, 29-117-3766, 29-117-3880, 29-117-4319, 29-117-4402, 29-117-4427, 29-117-4496, 29-117-4635, 29-117-5173, 29-117-5619, 29-117-5620
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
511.30	474.53	474.53	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	474.53	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	WHEAT, CORN, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	165.90	0.00	47	
Corn	115.20	0.00	151	
Grain Sorghum	35.40	0.00	83	
Soybeans	149.80	0.00	40	
TOTAL	466.30	0.00		

NOTES

Tract Number : 397

Description : B10 S5&6 S10-T56-R25
FSA Physical Location : MISSOURI/LIVINGSTON
ANSI Physical Location : MISSOURI/LIVINGSTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
511.30	474.53	474.53	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	474.53	0.00	0.00	0.00	0.00	0.00

FSA Aerial Map



All Measurements are
For FSA Programs Only

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Livingston Co. FSA

CORN=YEL,GR
SB=SOYBEANS,COM,GR
MILO=SORGHUM,GRS,GR
SRW=WHEAT,SRW,GR
HAY=MIXFG,IGS,FG
PAST=MIXFG,IGS,GZ
LS=GRASS,FTA,LS
*all cropland is non-irrigated
*Unless notated on Map

1:8,400

Program Year: 2022

Created: 11/2/2021

Flown: 2020-06-17

- clu
- crp
- plss

Farm 909
Tract 397

CASH RENT FARM LEASE

THIS LEASE is made and executed between **Jerry Hollis Investments, LLC, 364 S. Broadview, Cape Girardeau, MO 63703**, referred to as "Lessor" and

NAME/ADDRESS/CONTACT PHONE NUMBER/EMAIL ADDRESS, referred to as "Lessee".

1. TERM. The lease shall commence on March 1, 2023, and shall terminate on December 31, 2024, unless earlier terminated under this lease, without the requirement of notice by either party (the "Lease Term").

2. RENT, QUIET ENJOYMENT. Lessee hereby agrees to pay to the Lessor, or its authorized agent, the following rental fee, to-wit:

This rental fee was based upon an FSA tillable acreage of **466.30** acres times an annual rental rate of \$_____ per acre to arrive at the above totals.

a. FOR 2023- \$_____ (10%) shall be received by Lessor upon delivery of the signed copy of this lease to Lessor.

b. FOR 2023- \$_____ (90%) shall be received by Lessor on or before March 1, 2023.

c. FOR 2024- \$_____ (10%) shall be received by Lessor on or before December 1, 2023.

d. FOR 2024- \$_____ (90%) shall be received by Lessor on or before March 1, 2024.

e. If any rent is not paid when due, it shall bear interest at the rate of 9% per annum until paid. In addition, the Lessee shall pay a late charge of \$250 which is not a penalty and is imposed for the purpose of defraying the administrative expenses of Lessor incident to collecting and handling such delinquent payment of rent and/or other charges.

f. Lessee will pay the Rent without deduction, default, or delay.

g. Lessor agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Lessee are being kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the demised premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Lessor, subject to the specific provisions of this Lease.

3. DESCRIPTION AND USE OF THE PREMISES. Lessor leases to the Lessee for the sole purpose of planting row crops and for no other purpose the real estate described as 540 Acres +/- owned Sections 2, 3, 10, 11- Township 56N- Range 25W in Livingston County, MO and has 466.3 tillable acres.

4. **CONSERVATION AND MAINTENANCE.** To improve the Farm, conserve its resources, and maintain it in a high state cultivation, the parties agree as follows:

a. **General Maintenance.** Lessee shall maintain the Farm during his tenancy in as good condition as at the beginning, normal wear and depreciation and damage from causes beyond Lessee's control excepted. Lessee shall perform routine maintenance to keep the field in good condition. Lessee shall perform all work in a good and workmanlike manner and shall use and furnish at its sole expense, all equipment, tools, seed, fertilizer, and labor required in its farming operation. Lessee will not be responsible for major terrace repairs but will be responsible for minor terrace maintenance work.

b. **Good Husbandry.** Lessee shall operate the Farm in an efficient and husband-like way and shall do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the Lessor's property.

c. **Cropping Practices.** Lessee shall farm the land in compliance with the soil loss provisions of the current government farm programs, and to hold Lessor harmless from any claims or damages resulting from the Lessee's failure to comply with said regulations. Specifically, Lessee agrees to no-till, (or minimum till, if allowed by the FSA) the Property. Lessee agrees to plowing "UP" the terraces, on an as-needed basis. The farm will be rotated between corn and soybeans except as otherwise agreed to between Lessee and Lessor.

d. **Waste.** Lessee shall not commit waste on (except for livestock manure), or damage to, the Farm and will use due care to prevent others from doing so. Lessee shall maintain the Farm in a safe condition and shall not permit any hazardous condition to exist. Lessee shall comply with all applicable local, state, and federal environmental laws with respect to the operation of the Farm and shall not permit any environmental hazard of any sort to occur on the Farm and shall not allow the dumping or storage of any toxic wastes or other hazardous materials on the Farm.

e. **Noxious Weeds.** Lessee shall use diligence to prevent noxious weeds from going to seed on the Farm and shall destroy the same. Weeds and grass shall be cut or destroyed on the fields, farmstead, roadside, and fence rows. Brush shall be removed from roadsides.

f. **Maintenance of Improvements.** Lessee shall keep the tile on the Farm in as good repair and condition as it is when he takes possession, and in as good repair and condition as they may be put during the Term, ordinary wear and tear excepted.

g. **Conservation Practices.** Lessee shall control soil erosion as completely as practicable by contouring, and by filling in or otherwise controlling small washes or ditches that may form.

h. **Mowing.** Lessee shall mow the roadsides of the Farm as needed.

i. **Soil Testing.** Lessee agrees that it will maintain the current level of fertility in the soil. Lessee agrees to fertilize all land planted to corn to a minimum of 100-50-50, all land planted to soybeans to a minimum of 0-50-50. Lessor shall cause soil tests to be conducted on the Property to monitor the pH and fertility levels of the soil following the harvest of the crops for that season.

The Lessee shall take all necessary steps to establish and maintain the proper pH and fertility levels appropriate for crops typically grown on the Property, which shall be defined as a pH of 5.8 or better. Lessee will provide Lessor with copies of the soil tests if requested by Lessor.

j. Conservation Structures. Lessee shall keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from an operation or practice that will injure them. Lessee shall permit Lessor's agent access to the farm to construct conservation structures.

5. CONDITION OF FARM. Lessee has inspected the Farm and is fully familiar with and accepts the conditions thereof. It is expressly understood that Lessee shall lease the Farm "as is" without any warranty by Lessor of its condition or suitability for farming purposes.

6. HAZARDOUS SUBSTANCES. The Lessee shall not keep, store, discharge, spill, or release onto, in, or under the Premises any Hazardous Substances and shall be in compliance with all local, state, and federal laws, rules, and regulations governing the storage, release, discharge, presence, clean-up and handling of Hazardous Substances ("Environmental Laws"). Lessee agrees to indemnify and hold Landlord harmless from any liability, demand, action, claim, loss, cost, penalty, fine, clean-up expense or other expense, including attorney's fees, arising out of a breach of this agreement.

a. The term "Hazardous Substances" shall mean such substances, materials, wastes, petroleum products or compounds, defined as being a hazardous substance in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource conservation and Recovery Act of 1976, as amended, the Solid Waste Disposal Act Amendments of 1980, the Hazardous Solid Waste Amendments of 1984, or any other applicable Environmental Law.

b. The obligations and liabilities of Lessee under this paragraph shall survive any termination of this Lease and the exercise by the Landlord of any of its rights or remedies hereunder.

7. DELIVERY OF POSSESSION AND EXPIRATION OF LEASE. During the last year of lease term, the Lessee agrees to deliver possession of the premises as soon as the crops are harvested and removed in order that the Lessor or its assigns may enter and prepare the soil for future planting. During the last year of the lease term, the Lessee shall not do any fall plowing or planting without the prior written consent of the Lessor. All such planting or plowing done without the prior written consent of the Lessor shall be at the Lessee's sole risk and the Lessor shall have no obligation whatsoever to pay the Lessee anything, therefore. At the termination of the Lease for any reason, Lessee will peacefully surrender possession to Lessor and will pay \$500.00 per day for each and every day Lessee withholds possession from Lessor. Any equipment or other property of the Lessee remaining on the premises after termination is deemed abandoned if not removed within ten (10) days after the mailing of notice to remove such property to Lessee.

8. INDEMNITY AND HOLD HARMLESS AGREEMENT, INSURANCE. Lessee agrees to indemnify and hold the Lessor harmless for any and all liability, costs, and expenses (including court costs and attorney fees) due to any personal injury or property damage arising out of or

caused by Lessee's use and occupancy of the premises, including Lessee's negligence. To protect against such liability, Lessee shall maintain during the lease term a policy of public liability insurance on the premises providing \$1 Million dollars of insurance for personal injuries and property damage. Lessee shall provide proof of such insurance to Lessor and such insurance shall not be canceled except on at least 15 days prior notice to the Lessor.

9. DEFAULT, TERMINATION. If (i) the Lessee fails to pay the rent within 15 days of the due date, or (ii) Lessee assigns, subleases, abandons or vacates the land, or (iii) Lessee fails to cure any other default under the Lease within ten (10) days' after the mailing by Lessor to Lessee of a written notice setting forth such other default, then the Lessee shall be in default under this lease, and the Lessor shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law) without any notice or demand whatsoever:

a. Enter upon and take possession of the premises without terminating this Lease and without relieving Lessee of its obligation to make the payments of rent, and expel or remove Lessee and any other person who may be occupying the demised premises or any part thereof and any personal property located therein, and relet the demised premises in the name of Lessor or Lessee, at any rental readily obtainable, and receive the rent therefore. In such event, Lessee shall pay to Lessor on demand the expenses of such reletting, and any deficiency which may arise by reason of such reletting for the residue of the term of this Lease.

b. Forfeit and terminate this Lease forthwith. In the event of such termination, Lessee shall immediately surrender the demised premises to Lessor and if Lessee fails to do so, Lessor may enter upon and take possession of the demised premises and expel or remove Lessee and any other person who may be occupying the demised premises or any part thereof, and any personal property located therein. In the event of the forfeiture of this Lease as provided herein, Lessee shall pay to Lessor, on demand, the expenses of such reletting, plus an amount equal to the difference between the rent provided for herein and that provided for in any lease covering a subsequent reletting of the demised premises, for the period which would otherwise constitute the balance of the term of this Lease, which amount shall be considered accelerated and immediately due and payable in full by Lessee to Lessor.

c. Declare immediately due and payable the entire amount of all rent then remaining to be paid under this Lease for the balance of this lease term, discounted at the rate of six percent (6%) per year.

d. If the Lessor takes possession of the premises by reason of Lessee's default, then the Lessee shall forfeit any interest in any growing crops and/or any fertilizer applied, or work done to prepare and/or plant crops for the coming season.

10. NO ASSIGNMENT OR SUBLETTING. Lessee shall not sublet the premises or any part thereof or assign this lease in whole or in part without the Lessor's prior written consent.

11. LANDLORD'S RIGHT TO ENTER UPON FARM. Landlord reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them,

to work or make repairs or improvements thereon, to develop mineral resources, or, after constructive notice has been given that the lease may be terminated, and following severance of crops, to plow and prepare a seed bed, apply fertilizers and any other operation necessary to good farming the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. Landlord will provide reasonable compensation to Tenant for any damages suffered by Tenant caused by these activities. Landlord shall provide seven days written or email notice of these activities. Landlord's agents will be permitted to access the farm to do conservation and terrace work. Landlord will perform such work after the crops are out in the Fall and before Spring planting, and no prior notice to enter the Farm is needed to do such work. If it is necessary to stake out ground for conservation work which will not be planted, that will be done before planting, and the rent will be reduced by the number of acres staked out.

12. HARVEST. Notwithstanding the termination of this Lease by reason of expiration of its term, in the event the Lessee has been unable to harvest his crops due to weather, the Lessee shall have the right of ingress and egress to enter upon the premises for the purpose of removing the crops until December 31, 2024.

13. GOVERNMENT SUPPORT PROGRAMS. Tenant hereby releases and grants Landlord access to any Farm Service Agency documents or records for the term covered by this lease. After each crop season, the tenant will provide the landlord with information documenting the crop yield on the Farm, including the number of truckloads of grain taken off the farm and information from yield monitors on combines. Tenant will sign up this farm in the farm program and report yields separate from his other farms. Landlord agrees that if it enrolls the Farm in any government program which would pay Landlord for idling farmland, including, but not limited to, CRP, EQUIP or similar programs, the rent will be proportionately reduced at a rate of \$150 per acre for each acre removed from the tillable acres. **ASCS Bases.** Tenant agrees to maintain the ASCS bases with respect to that certain acreage of the Farm subject to any United States Government soil conservation, price support and/or production programs.

14. WEED AND BRUSH CONTROL. Lessee, at its cost, will control all noxious weeds on the premises, and all brush along any public roads adjacent to the premises, as required by law.

15. ATTORNEY FEES. In the event Lessor brings any action to enforce any terms of this Lease, or to protect, preserve, or maintain Lessor's interest under this Lease, including its Lessor's lien, the Lessee will pay Lessor's reasonable attorney fees, expenses, and court costs incurred upon demand. Such fees and expenses shall be added to the Rent and secured by the Lessor's lien.

15. LESSOR'S LIEN. Lessor shall be entitled to and shall have a valid claim and lien against the Lessee's crops on the premises to secure the unpaid rent and for any sums due to Lessor for the Lessee's failure to fulfill and perform or carry out any terms and conditions of this lease. The Lessor is authorized to file a UCC-1 Financing Statement to evidence the Lessor's lien. Tenant shall keep the Farm free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Tenant.

16. NO PARTNERSHIP. This Lease shall not give rise to a partnership relation between the parties hereto. Neither party shall have the authority to bind the other without such party's prior written consent. Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions.

17. INDEMNITY. Tenant will indemnify and hold Landlord harmless from and against all claims, liabilities (including, without limitation, judgments, damages and settlements) and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against Landlord or the agents and employees of Landlord by reason of: (a) Tenant takes possession of the Farm subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for employees or agents in pursuance of farming operations. (b) the default by Tenant in the performance or observance of the terms and conditions of this Lease, or (c) the performance of services or furnishing of materials relative to the construction of improvements on the Farm by or for the benefit of Tenant. Tenant waives all claims it may have against Landlord for damage or injury to person or property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Farm resulting from Tenant's use or occupancy of the Farm. All personal property belonging to Tenant or any occupant of the Farm that is in or on any part of the Farm shall be there at the risk of Tenant or of such other person only and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof.

18. BINDING EFFECT. This lease shall be binding upon and will inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

19. AMENDMENT. This lease may be amended only by a written agreement signed by both of the parties hereto.

20. SUBORDINATION. Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed on the premises, and to any renewals, refinancing, extensions, or replacements thereof. This subordination shall be self-operative, and no further instrument of subordination shall be required. In confirmation of this subordination, Lessee shall execute and promptly deliver any certificate that Lessor or any mortgagee may require.

21. ENTIRE AGREEMENT. This Lease shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and duly executed by the parties hereto.

22. NOTICES. All notices by either party to the other shall be made by depositing such notice in the certified mail of the United States of America, and such notice shall be deemed to have been served on the date of such depositing in the Certified Mail unless otherwise provided. All notices to either party shall be made to their respective address stated on the first page of this Lease, or at such other address as a party may from time to time designate in writing to the other party.

23. SALE OF PREMISES. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. Landlord may

assign his interest in the lease to a subsequent purchaser without the consent of Tenant. In the event of any sale or exchange of the premises by Lessor and the assignment of this lease by Lessor, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the demised premises or this Lease occurring after the consummation of such sale or exchange and assignment.

24. RECORDING. Lessee shall not record this Lease without the prior written consent of the Lessor.

25. EMINENT DOMAIN. In the event all or any part of the premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose, then the following provisions shall be controlling:

a. If all the demised premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall receive an abatement of the rent for that crop year only.

b. If only a part of the demised premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose, then the lease will continue with an abatement of the rent for that crop year only in the same proportion that the part take bears to the entire premises.

c. In the event the demised premises shall be acquired under threat of condemnation or condemned by eminent domain for any public or quasi-public use or purpose as hereinbefore provided, either whole or partial, Lessee shall not be entitled to any part of the award as damages or otherwise for such condemnation and Lessor shall receive the full amount of such award, Lessee hereby expressly waiving any right or claim to any part thereof. It is understood that in the event of the termination of this Lease as aforesaid, neither Lessor nor Lessee shall have any claim against the other for the value of any unexpired term of this Lease and Lessee shall have no right or claim to any part of the award on account thereof.

d. Nothing herein shall prevent the Lessee from making a claim against the acquiring entity for any crops lost or damaged.

26. WAIVER. The waiver of any breach of any of the provisions of this Lease by the Landlord shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Lease.

27. COUNTERPARTS. This Lease may be executed in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Scanned PDF or faxed copies of this lease are acceptable.

28. GOVERNING LAW. This Lease shall be governed by and construed under the laws of the State of Missouri.

29. **HUNTING.** Landlord retains the right to lease hunting rights on the land. Hunters will not interfere with farming operations.

30. **MINERAL RIGHTS.** The Owner reserves all rights to any minerals on or underlying the farm.

31. **IMPROVEMENTS.** Residential improvements and sheds on this property are excluded from this lease agreement. Landowner reserves the right to lease improvements otherwise.

IN WITNESS WHEREOF, the parties hereto have on the date above mentioned caused this lease to be executed.

ACCEPTED:

LESSOR: JERRY HOLLIS INVESTMENTS, LLC

James Hillin, Manager

Dated:

LESSEE:

Dated: