

STATE OF TENNESSEE

INVITATION TO BID

Transaction Number 15-09-901

Location: Haywood County - Parcel # 2 (480+/- Acres)

Parcel #2 is comprised of the following USDA Farm and Tract Numbers:

<u>Farm #</u>	<u>Tract#</u>
5104	733

The State of Tennessee is seeking bids for Agricultural Leases for the period 1/1/2016 through 12/31/2016 plus an option for four (4) extensions of one (1) year each for the property having the location noted above. Enclosed with this Invitation to Bid are documents with the following titles: "Bid Process", "Formal Bid for Leasing Real Property" and "Crop Farm Lease". Maps of the parcel are also enclosed.

If you need further clarification, please contact, Jeff G. Jones (listed below).

Contact Person Date

Jeff G. Jones
W.R.S. Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-253-8529
jeff.g.jones@tn.gov

BID PROCESS

Leases: Agricultural leases may not exceed five (5) years

Submission: It is the duty of each bidder to see that only one bid is delivered, either by hand or by mail, to the prescribed place by the bid opening time listed in this packet.

Forms: Sealed bids must be submitted on the bid form included in this packet.

Marking and Sealing: Bid forms must be enclosed in a sealed envelope marked "Lease Bid" and delivered or mailed. If mailing the sealed envelope marked "Lease Bid" must be enclosed in a mailing envelope and addressed as follows: (Registered or certified mail is recommended.)

Real Estate Management
W.R.S. Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

Due Date: Bid must be received no later than 4:00 p.m. on Wednesday September 30th, 2015.

Bid Opening: All bids received will be opened in public by any interested persons at:

W.R.S. Tennessee Tower, 24th Floor Conference Room A
312 Rosa L. Parks Avenue
Nashville, TN 37243
September 30th, 2015 at 4:01 p.m.

Withdrawal: Bids may be withdrawn before the bid opening time. Bids may not be withdrawn after bid opening.

Award: Leases will be awarded to the highest bidder complying with the conditions of this invitation, provided that the bidder is responsible, his bid is reasonable, and it is in the interest of the agency to accept it.

Ties: In the event two or more bids are tied, a coin toss or similar unbiased method will be used to break the tie.

Notice of Acceptance: A notice of acceptance will be provided to the successful bidders in person, or by mailing such notice to the address indicated on the bid.

Default: If the successful bidder fails to enter into a lease within 21 days after awarding of bids, he will be declared in default and the next bidder will be awarded the lease. A bidder declared in default will be ineligible to bid on future agricultural leases. If a successful bidder, for whatever reason, does not follow through with their obligation to enter into the agricultural lease or does so and subsequently defaults, it is STREAM's prerogative to do any of the following:

- Award the bid to the second highest bidder
- Re-bid the lease
- Remove the property from the lease program

**FORMAL BID
FOR LEASING REAL PROPERTY
(CROP LEASE)**

I, _____, submit a bid of \$ _____ annually for the use of agricultural land at Haywood County – Parcel # 2 (480 +/- Tillable Acres) being the same property identified as Transaction Number 15-09-901.

Name: _____

Address: _____

Phone #: _____

Email: _____

SIGNED: _____

DATE: _____

PREPARED BY:
State of Tennessee
Real Estate Asset Management
312 Rosa L. Parks Ave.
24th Floor
Nashville, Tennessee 37243

CROP FARM LEASE
(Parcel 2)

THIS CROP FARM LEASE (the "Lease") is made and executed this ____ day of _____, 2015, by and between **State of Tennessee** ("Landlord"), and _____ ("Tenant").

FOR TEN AND NO/100 DOLLARS (\$10.00) paid Landlord by Tenant, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and any improvements and easements appurtenant to said property, being more particularly described on Exhibit A (the "Property") and containing approximately 480 tillable acres. The Property is leased by Landlord to Tenant subject to all matters and encumbrances of record or known to Tenant.

2. Term. The term of this Lease will commence on January 1, 2016 and continue until December 31, 2016, unless this Lease is earlier terminated in accordance with the terms herein (the "Lease Term"). The Lease Term shall automatically renew for up to four (4) successive one (1) year renewal terms unless and until either party gives the other written notice on or before December 31 of any year of its decision to not renew the term, provided that Landlord shall only give such notice terminating this Lease upon the terms and conditions set forth in Section 9. Tenant expressly waives any notice of termination of this Lease on its termination or expiration in accordance with its terms, whether statutory or otherwise.

3. Rent. Tenant agrees to pay to Landlord as rent ("Rent") for the Property, without notice, demand, abatement, deduction or setoff, in an amount equal to \$_____ per year. Each annual installment of Rent shall be due and payable within five (5) days after the date that Tenant receives proceeds from its sale of the first harvest of the calendar year for any crops grown on the Property (the "Crops"), it being agreed and understood, that Tenant shall in any event sell the Crops, no later than December 15, of each year and pay all Rent for the year on or before December 20. Tenant shall have the right to participate in governmental subsidy programs for farming the Property, provided that its agreements with respect thereto shall not include any farming performed on real estate other than the Property and shall not extend beyond the then current Lease Term. Tenant shall have the right to retain any and all payments under such governmental subsidy programs. Landlord shall designate an authorized representative that resides in Haywood County that will have the authority to sign applications for government subsidy programs on behalf of Landlord after closing.

4. Use.

(a) The Property may only be used for the limited purpose of growing and harvesting crops and those activities incidental thereto. Notwithstanding anything contained herein to the contrary, Tenant shall not (i) remove any trees or timber from the Property without the express prior written consent of Landlord, or (ii) permit any conduct or other behavior on the Property which would violate any applicable governmental laws, orders, ordinances, codes, rulings, regulations and decrees (collectively,

“Applicable Laws”). All activities undertaken by Tenant, its guests, personnel, invitees, and authorized agents shall also comply with the terms of Tenant’s liability and other insurance coverage as required herein.

(b) Tenant shall (i) furnish, at Tenant’s sole cost and expense, all seed, labor, machinery, and chemicals to be used on the Property during the Lease Term, (ii) plant, raise, cultivate and thresh all crops grown on the Property at Tenant’s own expense, (iii) control soil erosion according to a conservation plan reasonably approved by Landlord or by the National Resources Conservation Service and shall utilize good agricultural practices in connection with its activities on the Property, (iv) keep in good repair all terraces, open ditches, inlets and outlets of drains, (v) preserve all established watercourses, and (vi) refrain from any operation or practice that will injure any structures on the Property.

(c) Tenant shall maintain the (i) Property in accordance with cropping recommendations of the University of Tennessee; (ii) fertility of the soils of the Property in accordance with the University of Tennessee Soils Lab recommendations; and (iii) Property in accordance with good standards of land control regarding weeds.

5. Certain Rights of Landlord. Landlord and its employees, agents, contractors and consultants shall have the right and permission through out the Lease Term to enter upon the Property or any part thereof at all reasonable times, in a manner to minimize any damage or injury the Property or the Crops, to inspect, test, study and analyze all aspects of the Property, at Landlord's sole risk, cost and expense, to make such physical inspections, studies and tests of the Property which Landlord deems necessary or advisable, and to show the Property to prospective purchasers, lenders, developers or anyone else that Landlord desires. Landlord shall pay Tenant for any damage or injury to the Crops in an amount equal to the applicable Termination Charge, as defined in Section 9 below, depending upon the date of the damage.

6. Tenant Responsibilities. This Lease and the payment of Rent hereunder is to be fully net to Landlord. Tenant shall be responsible for obtaining and paying for any utilities required by Tenant. Landlord shall not be liable to Tenant for any loss or damage of any kind or description whatsoever caused or sustained by reason of the failure, for any reason of any utilities serving the Property, or by the inability to obtain utilities for any reason. In the event there is property tax payable on the Tenant’s leasehold estate, Tenant agrees to pay for all such property taxes imposed during the Lease Term. Tenant shall pay for any taxes that may be imposed on the Rent paid hereunder or any personal property owned by Tenant that is located on the Property.

7. "As Is" Disclaimer. Tenant acknowledges that it is leasing the Property, including, without limitation, any buildings and other improvements located thereon, on an "AS-IS WHERE-IS" basis. Accordingly, Landlord is under no obligation or duty to make any improvements whatsoever to the Property or the buildings located thereon, if any. Tenant expressly acknowledges that neither Landlord nor anyone acting on Landlord's behalf has made any representations or warranties regarding the quality, suitability, or condition of the Property. **LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SUITABILITY, OR CONDITION OF THE PROPERTY AND TENANT AGREES TO ACCEPT THE PROPERTY “AS-IS WHERE IS” AND WAIVES ALL CLAIMS HEREUNDER.**

8. No Partnership or Agency. It is expressly agreed that this Lease does not create a partnership or joint venture, and Landlord shall not be or become responsible for any debts contracted by or liabilities of Tenant. Tenant is not and shall not be construed to be the agent of Landlord for any purpose.

9. Sale of Property by Landlord. Notwithstanding anything contained herein to the contrary, Landlord and Tenant expressly acknowledge and agree that Landlord shall have the right to sell the Property, or any portion thereof, at any time during the Lease Term, in which event Landlord shall have the unilateral right to terminate this Lease as to the Property being sold upon not less than thirty (30) days prior written notice to Tenant, provided that (i) if the notice of the termination of this Lease (or partial termination if less than all of the Property is being sold) is given on or after January 1 and on or before March 1 of any calendar year, Landlord shall pay Tenant \$200 per acre of tillable land in the Property as compensation for the loss of efforts in preparing for the planting of crops, and (ii) if the notice of the termination of this Lease is given on or after March 2 of any calendar year, but prior to the harvesting of the crop, Landlord shall pay Tenant \$500 per acre of tillable land in the Property as compensation for the loss of crops (payments by Landlord under this sentence being a "Termination Charge"). If the notice of the termination of this Lease is given after harvesting the crop but before January 1 of any calendar year, then no Termination Charge shall be due. Similarly, the parties acknowledge and agree that Landlord has acquired the Property for purposes of assembling a larger tract of land available for commercial or industrial uses, and will require, in connection therewith, the ability to access the Property not only for the purposes described in Section 5 hereof, but also in order to cause utilities, roads, infrastructure, site work, drainage and storm water facilities, and other improvements to be constructed or provided thereon in order to attract users to the site (collectively, "Development Requirements"). In the event that Landlord determines, in its sole and absolute discretion, that its Development Requirements require the use of the Property, in whole or in part, in a manner inconsistent with the farming thereof, then Landlord shall have the unilateral right to terminate this Lease as to the Property that is the subject of such Development Requirements upon not less than thirty (30) days prior written notice to Tenant, provided that Landlord shall pay Tenant the applicable Termination Charge depending upon the timing of the giving of said notice. All Termination Charges shall be paid by Landlord to Tenant at the later of the date of the termination of this Lease or the date that Tenant vacates the Property or portion thereof, as required hereunder.

10. Default.

(a) Tenant shall be deemed in default under this Lease (a "Tenant Default") if: (i) Tenant fails to pay any Rent when due; or (ii) Tenant fails to observe or comply with any of the terms of this Lease applicable to Tenant, other than those required in connection with the payment of Rent for which no notice is required, unless such failure is cured within thirty (30) days after Tenant receives written notice of the same from Landlord; provided if such failure cannot reasonably be cured within said thirty (30) day period, then Tenant shall not be deemed in default under this Lease so long as it commences to cure the failure within said thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence. Landlord's notice may contain any reasonable requirements or conditions to cure such failure to obtain or comply with the terms of this Lease.

(b) Landlord shall be deemed in default under this Lease (a "Landlord Default") if: Landlord fails to observe or comply with any of the terms of this Lease applicable to Landlord, unless such failure is cured within thirty (30) days after Landlord receives written notice of the same from Tenant; provided if such failure cannot reasonably be cured within said thirty (30) day period, then Landlord shall not be deemed in default under this Lease so long as it commences to cure the failure within said thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence. Tenant's notice may contain any reasonable requirements or conditions to cure such failure to obtain or comply with the terms of this Lease.

(c) Upon the occurrence of a Tenant Default or a Landlord Default (either such a default being a "Default"), the non-defaulting party may pursue any remedy available at law or in equity. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that upon a

tenant Default, Landlord shall have the right to (i) terminate this Lease, and/or (ii) enter upon the Property and do whatever Tenant is obligated to do under the terms of this Lease, without being liable for prosecution or any claim for damages. In the event that Landlord terminates this Lease, Tenant shall immediately surrender possession of the Property and Landlord shall have the right to recover its damages from Tenant. If Tenant fails to surrender the Property to Landlord after the termination of this Lease pursuant to this subsection, Landlord shall have the right, without notice, to retake possession of the Property and to expel Tenant and its effects therefrom, without being liable for prosecution or any claim for damage.

The foregoing remedies are cumulative and non-exclusive, and the exercise by the non-defaulting party of any of its remedies under this Lease shall not prevent the subsequent exercise by the non-defaulting party of any other remedies available to the non-defaulting party. All remedies provided for in this Lease may, at the election of the non-defaulting party, be exercised alternatively, successively, or in any other manner. No provision of this Lease shall be deemed to have been waived by the non-defaulting party, unless such waiver is in writing and signed by the non-defaulting party. Landlord's acceptance of Rent or Tenant's payment of Rent following any Default shall not be construed as a waiver of such Default.

11. Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all claims, demands, actions, causes of action, suits, liabilities, fines, penalties, costs and expenses (including, but not limited to, reasonable court costs, litigation expenses and attorneys' fees) arising or resulting from (i) an act or omission of Tenant that occurs on or about the Property, (ii) Tenant's default under, breach of or failure to comply with any of the terms of this Lease, (iii) Tenant's failure to conduct its operations on the Property in compliance with all Applicable Laws, (iv) any enforcement or remedial action taken by the Landlord in the event of a failure to perform or comply with the terms of this Lease, or (v) any litigation or claim in which the Landlord becomes involved or concerned respecting this Lease or the use or occupancy of the Property by Tenant. The provisions of this section shall survive the expiration or earlier termination of this Lease.

12. Repairs. During the Lease Term, Tenant will, at its sole expense, maintain, repair, and replace, when and to the extent necessary to keep the same in good condition, the entirety of the Property, along with any roads, fences and water gates on the Property, reasonable wear and tear and damage by fire and the elements excepted. Without limitation, Tenant will do the following pursuant to this section: (a) keep any barns and out buildings in a reasonably clean, orderly, and sanitary condition, and free from debris; (b) maintain and clean the fences and water gates; and (c) not commit or allow others to commit waste on the Property. Tenant shall maintain the fields located on the Property in accordance with good agricultural practices. Other than minor repairs and replacements, Tenant will not alter the buildings on the Property in any way without the prior written consent of Landlord, which consent may be withheld in its sole and absolute discretion. Tenant agrees that any improvements to the Property will be done in a good and workmanlike manner in conformance with Applicable Laws. Any ownership interest that Tenant may have in any alteration will immediately pass to Landlord at the moment the alteration is affixed to any of the Buildings or other improvements located on the Property. Tenant will be conclusively deemed to have abandoned any ownership interest in such of Tenant's personal property and fixtures, and any other alterations made by Tenant, that remain on the Property, upon the termination of the Lease Term.

13. Insurance. Tenant, at its sole cost and expense, shall procure and maintain (i) comprehensive general public liability insurance with limits of not less than \$1,000,000 for bodily injury liability for each occurrence, and with other terms reasonably acceptable to Landlord, (ii) automobile liability insurance on all owned, non-owned, hired or leased automotive equipment in conjunction with its operations, in amounts not less than \$1,000,000 for bodily injury liability and \$500,000 for property damage liability,

and (iii) any insurance required to be maintained pursuant to Applicable Laws, such as, without limitation, worker's compensation insurance, and shall provide Landlord with evidence of such insurance. All such policies of insurance required to be carried by Tenant hereunder shall name Landlord as an additional insured and shall be issued by a company licensed to do business in the State of Tennessee, reasonably acceptable to Landlord.

14. Environmental. Notwithstanding anything contained herein to the contrary, Tenant shall not (i) generate, store, use, transport onto, bury, or otherwise dispose of any "Hazardous Substances" (defined below), in, on or under the Property and shall not authorize another to do the same, except incidental quantities of the same that are customarily used in connection with agricultural activities permitted hereunder, which must be stored, used, maintained and disposed of in compliance with all Applicable Laws, including, but not limited to, laws regarding record keeping for pesticides and herbicides used on the Property, or (ii) dump or dispose of any garbage or other refuse on the Property or authorize another to do the same. On or before the expiration of the Lease Term, Tenant shall lawfully remove and dispose of all Hazardous Substances from the Property. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all claims, suits, actions, fines, penalties, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) arising out of or resulting from the presence of any Hazardous Substances located or discharged from the Property during the Lease Term, or for any period thereafter if the Hazardous Substances are attributable to Tenant's use of the Property during the Lease Term. As used herein, the term "Hazardous Substances" shall mean all hazardous or toxic substances, materials and wastes and all pollutants, contaminants and other substances which are listed, defined, or regulated under any applicable local, state or federal law, order, ordinance, code, rule, ruling or regulation pertaining or related to the environment (including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right to Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, and the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761). Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products (including gasoline and fuel oil), hydrocarbons, petroleum derived constituents and containers with hazardous waste residue. The indemnity obligations contained in the section shall survive the expiration or earlier termination of this Lease.

15. Assignments and Subletting. Tenant shall not be permitted to assign this Lease or sublet the Property during the Lease Term.

16. Casualty. In the event that any of the buildings located on the Property are damaged by fire, flood or other casualty, Landlord shall have no obligation to restore the same. In such event, Tenant shall have the option of (i) terminating this Lease by giving Landlord written notice of its election within thirty (30) days of the fire, flood or other casualty, or (ii) having this Lease continue without the benefit of the use of such building and with no abatement of Rent and this Lease shall be deemed to be modified to exclude such damaged building from the description of the Property. Tenant will immediately notify Landlord of any damage, of which it is aware, to the buildings from fire, flood or other casualty. Except as expressly provided in Sections 5 and 9 above, it is expressly agreed that Landlord shall not bear the risk of loss for any crops existing on the Property during the Lease Term.

17. Condemnation. In the event that all or any portion of the Property shall be condemned by any governmental authority, either party shall have the option of terminating this Lease by giving the other party written notice of its election. Landlord will be entitled to the entire consideration paid by the

acquiring authority for such taking, including without limitation any award made for the value of the leasehold estate created by this Lease, except, Tenant shall be entitled to any compensation that is expressly awarded for any crops that have been planted by Tenant, so long as such award does not reduce the award payable to Landlord.

18. Notices. All notices, consents, approvals and other communications (collectively, “Notices”) that may be or are required to be given under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Notices shall be effective upon delivery or the first attempted delivery of the same made in accordance with this Section.

If to Landlord: Real Estate Asset Management
 William Snodgrass Tennessee Tower 24th Floor
 312 Rosa Parks Blvd.
 Nashville, TN 37243
 Attn: Leasing Director

If to Tenant:

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. The refusal to accept delivery shall constitute acceptance.

19. Landlord’s Lien; No Hindrance on Crop Loan. The Landlord’s lien provided by law on crops grown or growing shall be the security for the Rent herein specified and for the faithful performance of the terms of this Lease by Tenant. Subject to the preceding sentence, nothing in this Lease is intended to hinder or prevent Tenant from obtaining a crop or farming loan for his farming and crop production on the Property or from using the crops as collateral for said loan(s), provided that such lender subordinates its security interest or lien to the payment of the Rent hereunder and recognizes said Landlord’s lien, and provided further, that nothing herein shall authorize Tenant to encumber title to or any other interest in any of the Property for said loans or otherwise.

20. Quiet Enjoyment/Surrender. So long as Tenant is not in default under the terms of this Lease, Tenant may peaceably and quietly enjoy the Property without any disturbance from Landlord or from any other person claiming through Landlord, subject to the terms of this Lease. Upon expiration or earlier termination of the Lease Term, Tenant will, without further demand, peaceably surrender the Property in similar condition and repair as when first demised, except for reasonable wear and tear, condemnation, and casualty. Tenant shall have no right to holdover at the end of the Lease Term or earlier termination of the Lease.

21. Records. Tenant shall maintain documentation related to its calculation of the Rent owed to Landlord. The books, records, and documents of the Tenant, insofar as they relate to the sale of crops grown on the Property and expenses related to said crops, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from expiration or earlier termination of this Lease. Tenant’s records shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives.

22. Miscellaneous. This Lease contains all of the agreements made between the parties, supersedes any prior oral or written leases and may not be modified orally or in any manner other than by agreement in writing signed by Landlord and Tenant. The invalidity or enforceability of any provision hereof shall not affect or impair the validity of any other provision. The covenants and agreements herein contained shall bind and shall inure to the benefit of Landlord and Tenant, and their respective heirs, administrators, legal representatives, successors and assigns, subject to the terms hereof. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Nothing in this Lease creates any relationship between the parties other than that of Landlord and Tenant. The captions at the headings of each article or section of this Lease are for convenience of reference only, and are not to be deemed a part of the Lease itself. One or more waivers of any covenant, term or condition of this Lease by either party will not be deemed to be a waiver of subsequent breach of the same covenant, term or condition. The failure or delay on the part of either party to enforce or exercise, at any time, any of the provisions, rights or remedies of this Lease shall in no way be construed to be a waiver of said rights or in any way affect the validity of this Lease or any part thereof or the right of either party to thereafter enforce each and every provision, right or remedy contained herein. This Lease may be executed in multiple counterparts, each of which shall be binding on the party signing the same, and which together shall constitute a single document.

IN WITNESS WHEREOF, Landlord has executed this Lease in duplicate as of the day and year first written above.

LANDLORD:

State of Tennessee

By: _____
Name: Robert E. Oglesby
Title: Commissioner, Department of General Services

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert E. Oglesby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Commissioner, Department of General Services of the State of Tennessee, the within named bargainor, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of Tennessee by himself as such Commissioner.

WITNESS my hand and seal at office in _____, Tennessee, this the ___ day of _____, 2015.

Notary Public

My Commission Expires:

APPROVED:

Herbert H. Slatery III
Attorney General and Reporter

Bill Haslam
Governor

IN WITNESS WHEREOF, Tenant has executed this Lease in duplicate as of the day and year first written above.

TENANT:

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, the undersigned, a Notary Public in and for said County and State, the within named _____ the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in _____, Tennessee, on this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF PROPERTY

Subject to any rights of way or other encumbrances, the following property located in Haywood County, Tennessee:

SITE #16

Being a tract or parcel of land in Haywood County, Tennessee and being further described as follows:

Tract 1:

Beginning at a point in the southwest corner of a tract formerly know as the Robert Collier Tract, now Meux, and in the east line of a tract formerly know as the J. K. Gibson tract, now N. A. Gibson; runs thence with the south line of Collier, East 20.6 chains to the southeast corner of Robert Collier; thence North 12.0 chains to a point, the northeast corner of Robert Collier and in the south line of a tract formerly known as the Meux tract, now in the name of Farley; thence with the south line of Farley, East 6.0 chains to a point, the northwest corner of the tract formerly cut off in the name of Lee Collier; thence with the west line of Lee Collier, South 35.0 chains to a point, the northeast corner of a tract formerly cut off in the name of Albert Collier; thence with the north line of the Albert Collier tract, West 26.5 chains to a point, the northwest corner of Albert Collier and in the east line of the above mentioned N. A. Gibson tract; thence with the line of Gibson, North 22.75 chains to the point of beginning, and containing by approximation 67 acres, more or less.

Tract 2:

Land in Haywood, County, Tennessee, Beginning at a point, the southeast corner of a tract now in the name of Mat Gibson, formerly the J.K.Gibson tract, and in the North line of a 34 ½ acre tract conveyed by C. T. and J.W. McCraw to Richard Collier, being the southwest corner of a said 50 acre tract conveyed by T. R. Meux to Dick Collier; runs thence with the West line of said 50 acre tract, North 6.60 chains to a point, the southwest corner of a 67 acre tract cut off in the name of Nannie Collier May; thence with the south line of said tract East 9.5 chains to a stake, the north end of a line established by this survey as a dividing line, located by order of the commission appointed in the cause of Aaron Collier, et al v. Henry Collier, et al, in the County Court of Haywood County, Tennessee; thence South 20.0 chains to a 1 inch cedar tree, 7 feet west of a 16 inch twin gum tree, and in the north line of a tract now in the name of Brooks, formerly known as the Priest Stanton tract; thence with the north line of said tract, North 88 ½ degrees West 20.0 chains to a point, the southwest corner of the above mentioned 34 1/2 acre tract and in the east line of a tract in the name of L. C. Newman; thence with the east line of said tract North 12.97 chains to a point, the northeast corner of Newman and in the south line of N.A. Gibson; thence with the south line of Gibson, East 10.5 chains to the point of beginning, and containing by computation 32.3 acres, more or less.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPL. TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #17

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

Beginning at Aumble Stanton's Northwest Corner; thence North 4.73 chains to a stake in the South line of Richard Collier 34.42 acre tract; thence with the South line of said 34.42 acre tract North 88 ½ degrees West 24.05 chains to a stake (the Southwest Corner of said 34.42 acre tract); thence South 4.73 chains to a stake with cherry pointers, Priest Stanton's Northwest Corner; thence with his North line South 88 ½ degrees East 24.05 chains to the beginning, containing 11.37 acres.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #19

Being a tract or parcel of land in Haywood County, Tennessee and being further described as follows:

Tract No. I:

Being the tract set apart and allotted to the heirs of Lee Collier by the Commissioners out of the original Richard Collier Tract and described as follows, to-wit:

Beginning at a point, the southwest corner of a tract now in the name of C. B. Leath, formerly known as the J. A. Caldwell tract, being the southeast corner of a tract known as the J. A. Caldwell 96 acre tract conveyed to Richard Collier by a Deed recorded in the Register's Office for Haywood County, in Deed Book No. 11, page 279, and in the north line of a 50 acre tract conveyed by T. R. Meux to Dick Collier by a Deed recorded in the Register's Office of Haywood County, Tennessee, in Deed Book No. 17, page 430, of which this now described tract is a part; runs thence with the south line of C. B. Leath, North 82° East 9.5 chains, more or less, to a point, the northwest corner of the 20.93 acres tract formerly in the name of Meux, now a part of the Richard Collier Estate; thence with the west line of said 20.93 acres tract, South 8.44 chains to a point, the southwest corner of a 11.5 acre tract formerly cut off in the name of Albert Collier; thence with the south line of said tract East 13.63 chains to a point in the west line of a tract in the name of G. N. Albright; thence with said line, South 6.92 chains to a point, the southeast corner of said 20.93 acre tract; thence with the north lines of Albright and Butler, North 89 1/4° West 13.63 chains to a point; thence West 19.0 chains, more or less, to a point, the southeast corner of a tract formerly cut off in the name of Albert Collier; thence with the east line of Albert and Nannie Collier, North 42.0 chains, more or less, to a point in the south line of a tract in the name of Farley, formerly known as Meux; thence with the south line of said tract, East 12.1 chains to an iron stake, the northwest corner of the above mentioned C. B. Leath tract; thence with the west line of Leath, South 5° West 29.6 chains, more or less, to a point, the point of beginning and containing by approximation 67 acres.

Tract No. II:

Being Tract No. I of the partition of the Albert Collier lands and set apart and allotted to the heirs of Lee Collier and described as follows, to-wit:

Beginning at an iron stake near a stump, and in the west line of a tract in the name of Butler, being the northeast corner of a tract in the name of McCraw and being the southeast corner of a 34 1/2 acre tract conveyed by C. T. and J. W. McCraw to Richard Collier; runs thence with the south line of the original 34 1/2 acre tract and the north lines of McCraw and a tract in the name of Brooks, in all North 88 1/2° West 6.54 chains to a 1 inch cedar tree 7 feet West of a 16 inch gum tree (twin), the south end of a line established by this survey, being the southeast corner of a tract cut off in the name of Nannie Collier May; thence with the east line of May, North 20.0 chains to a stake in the open

field; thence East 17.0 chains to an iron stake in a fence row, the west line of a tract formerly cut off in the name of Lee Collier as a 67 acre tract; thence with the west line of said 67 acre tract, South 7.46 chains to a point in the north line of a tract in the name of Butler, the southwest corner of the Lee Collier 67 acre tract; thence with the north line of Butler North 88° West 10.46 chains to the northwest corner of Butler; thence with the west line of Butler, South 12.97 chains to the point of beginning and containing by computation 20.7 acres, this tract being the East portion of the 34 1/2 acre tract and a portion of the 50 acre tract as above noted, as conveyed by R. T. Meux to Richard Collier.

Tract No. III:

Being Tract No. II of the partition of the Albert Collier lands and set apart and allotted to the heirs of Lee Collier and described as follows, to-wit:

Beginning at a point, the southwest corner of a tract now in the name of Sam Perry, the southeast corner of a tract formerly known as the J. A. Caldwell tract, now C. B. Leath and being the northwest corner of this now described tract; runs thence with the south line of Perry, East 13.63 chains to a point in the west line of a tract now in the name of G. N. Albright; thence with the west line of Albright, South 8.44 chains to a point, the northeast corner of a tract formerly cut off in the name of Lee Collier; thence with the north line of Collier, West 13.63 chains to a point in the west line of an original 20.93 acre tract, of which this now described tract is a part, being the northwest corner of a remainder tract formerly cut off in the name of Lee Collier, being the East line of tract number one as set out in the decree in this cause, thence with the east line of said tract North 8.44 chains to the point of beginning, and containing by approximation 11.5 acres.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPL. TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #21

Deed Description (Record Book 235, page 233)

PARCEL ONE:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake, the Southeast Corner of the original 130.17 acre tract; thence West 37.77 chains to a stake; thence North 9.93 chains to a stake, the Southeast Corner of Polly Stanton's 25 acre tract; thence North 27.77 chains to a stake, Polly Stanton's Northeast Corner; thence West 9.00 chains to a stake, her Northwest corner in N.R. Newman's et al, East line; thence North 8.76 chains to the Northwest Corner of Priest Stanton's 11.37 acre tract; thence South 88 ½ degrees East 24.05 chains to its Northeast Corner; thence South 4.73 chains to the Northeast Corner of the 130.17 acres; thence South 3 ¼ degrees West 22.00 chains to a stake; thence South 82 ¾ degrees East 24.15 chains to a stake; thence South 16.51 chains to the beginning, containing 116.54 acres, more or less.

PARCEL TWO:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake in the East line of a tract of land belonging to the Newman heirs and 578 feet South of the Northwest Corner of Priest Stanton's 11.37 acre tract; thence South 27.77 chains to a stake, a corner of Priest Stanton's 130.17 acre tract; thence East 9.00 chains to a stake, another corner of Priest Stanton's 130.17 acres; thence across the field North 27.77 chains to a stake in the field; thence West 9.00 chains to the beginning, containing 25.00 acres.

AND EXCEPTING FROM SAID ABOVE DESCRIBED TRACTS AND HEREBY EXCLUDED THEREFROM the following tract or parcel of land conveyed by Sam Brooks to his daughter, Janie Lewis, by Deed recorded in Deed Book 81, page 280, of the Register's Office of Haywood County, Tennessee, thus described: BEGINNING at Amble Stanton's Northwest Corner; runs thence North 4.73 chains to a stake in the South line of Richard Collier's 34.42 acre tract; thence with the South line of said 34.42 acre tract North 88 ½ degrees West 24.05 chains to a stake, the Southwest Corner of said 34.42 acre tract; thence South 4.73 chains to a stake with cherry pointers, Priest Stanton's Northwest Corner; thence with his North line South 88 ½ degrees East 24.05 chains to the beginning.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #22

Deed Description (Record Book 235, page 233)

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake in the west boundary line of said 602.74 acre tract, 2701.4 feet north of the extreme southwest Corner thereof, said beginning point being an "inside" corner of said original tract, and being also the northeast Corner of the Anable Stanton 54.12 acre tract; running thence with the boundary lines of said original 602.74 acre tract as follows: North 88 degrees 20 minutes West with the north boundary line of said Anable Stanton's tract, 1510 feet to the northwest Corner of said Anable Stanton's tract and the southeast Corner of the Priest Stanton 11.37 acre tract; thence North 0 degrees 30 minutes East with the east line of said Priest Stanton's tract 312.2 feet to a stake in the south line of the Richard Collier 34.42 acre tract; running thence South 88 degrees 20 minutes East with said south line 164.3 feet to a stake in the southeast Corner of said Richard Collier tract; thence North 0 degrees 30 minutes East with the east line of said Richard Collier tract 868 feet to a point in South line of the Richard Collier 50 acres tract, which is also the northeast Corner of the Richard Collier, 34.42 acre tract; running thence South 88 degrees 15 minutes East with the south line of said Richard Collier 50 acre tract 1345.7 feet to a stake in same; thence south 1180.2 feet to the point of beginning.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #33

TRACT NO. I:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake, the Southwest Corner of original 54 1/8 acre tract of which this now described tract is a part, being in the East line of what is known as the Sam Brooks place; runs thence with the East line of Brooks North 7.6 chains to a stake, the Southwest Corner of Tract No. 3 of this survey and thence with the South line of same East 23.49 chains to a stake in the East line of the original 54 1/8 acre tract; thence South with said East line 10 chains to the Southeast Corner of said 54 1/8 acres, being a Northeast Corner of the old Sam Brooks place; thence with the South line of the original 54 1/8 acre tract West 24.15 chains to the point of beginning, containing 21.76 acres, more or less.

TRACT NO II:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake, the Northwest Corner of an original 54 1/8 acre tract known as the Stanton place and of which this now described tract is a part; runs thence with the North line of said 54 acre tract, being the South line of a tract known as the Albert Butler place, East 22.72 chains to a stake, the Northeast Corner of said original 54 acre tract; thence South with the East line of same, 4.8 chains to the Northeast Corner of Parcel No. 2 of this survey; thence West 22.98 chains to a stake in the East line of what is known as the old Sam Brooks place; thence North 4.8 chains to the point of beginning, containing 10.88 acres, more or less.

TRACT NO III:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake in the East line of what is known as the Sam Brooks farm, being 4.8 chains South of the original Northwest Corner of a 54 1/8 acre tract of which this now described tract is a part, and being the Southwest Corner of Tract No. 1 of this survey; runs thence with the South line of Tract No. 1 East 22.98 chains to a stake in the East line of the original 54 1/8 acre tract; thence with the said East line South 4.8 chains to the Northeast Corner of Parcel No. 3 of this survey; thence with the North line of Parcel No. 3 West 23.23 chains to a stake in the East line of the above mentioned Brooks place; thence North 4.8 chains to the point of beginning, containing 10.88 acres, more or less.

TRACT NO IV:

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

BEGINNING at a stake in the East line of what is known as the Sam Brooks place, being the West line of an original 54 1/8 acre tract of which this now described tract is a part; and being 9.6 chains South of the Northwest Corner of said original 54 1/8 acre tract, and being the Northwest Corner of this now described tract, and being the Southwest Corner of Tract No. 2 of this survey; runs thence with the South line of Tract No. 2 East 23.23 chains to a stake in the East line of the original 54 1/8 acre tract; thence south 4.8 chains to the Northeast Corner of Tract No. 4 of this survey; thence with the North line of the same West 23.49 chains to a stake in the East line of the abovementioned Sam Brooks place; thence North 4.8 chains to the point of beginning, containing 10.88 acres, more or less.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, of record in Book 235, page 233, said Register's Office.

SITE #34

A tract of land situated in the County of Haywood, State of Tennessee, to-wit:

Being a part of the lands bought by C.T. and J.W. McCraw from T.R. Meux and wife, March 9th, 1900, and Deed recorded April 12, 1900, in Deed book 25, page 502, and bounded as follows: BEGINNING at a stake in the Caldwell South line near the West bank of Camp Creek and with two ironwood and ash elm and holy pointers; thence with Caldwell South line North 89 ¼ West 13.63 chains to a stake; thence with Caldwell's East line South ¾ West 14.42 chains to a stake; thence South 89 ¼ East 13.63 chains to a stake with oak and hickory pointers; thence North ¾ East 14.42 chains to the beginning, containing 19.63 acres, more or less.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

SITE #35

Part of the Haywood Farms, LLC property, as recorded in Record Book 235, page 233 (Tax Parcel 9, First and Second Tract), Register's Office of Haywood County, Tennessee, and being more particularly described as follows:

Commencing at the southeast corner of the Eileen G. Farley property, as recorded in Deed Book 195, page 100, being the northeast corner of the original tract, of which the following described property was cut out of; Thence South 01°51'22" West, along the east line of said original tract, a distance of 792.00 feet (call & measure) to a found steel fence post in the west line of Albright Road (50.0' R.O.W.), being the northeast corner of said Haywood Farms, LLC property (Tax Parcel 9, Second Tract), the Point of Beginning for the property described herein; Thence South 01°51'22" West, along said east line and crossing Albright Road, a distance of 895.30 feet to a found steel fence post, being an internal corner of the Wagner Family Partnership property, as recorded in Deed Book 235, page 82; Thence North 88°24'04" West (call: West), along the north line of said Wagner Family Partnership property, a distance of 1651.20 feet (call & measure) to a point in the east line of the Haywood Farms, LLC property, as recorded in Deed Book 235, page 233 (Tax Parcel #8), being the northwest corner of said Wagner; Thence North 01°51'22" East (call: North), along said east line, a distance of 895.30 feet to the northeast corner of said Haywood Farms (Tax Parcel #8); Thence North 88°24'04" West (call: West), along the north line of said Haywood Farms (Tax Parcel #8), a distance of 899.58 feet to the northwest corner of said Haywood Farms (Tax Parcel #8); Thence South 01°51'22" West (call: South), along the west line of said Haywood Farms (Tax Parcel #8), a distance of 951.72 feet (call: 953.70') to the southwest corner of said Haywood Farms (Tax Parcel #8), being a northeast corner of Haywood Farms, LLC property (Tax Parcel #11), as recorded in Deed Book 235, page 233; Thence South 62°52'59" West (call: South 77° West), along a north line of said Haywood Farms (Tax Parcel #11), a distance of 668.25 feet (call & measure) to an external corner of said Haywood Farms (Tax Parcel #11); Thence North 03°24'17" East (call: North), along the east line of said Haywood Farms (Tax Parcel #11), a distance of 2065.80 feet (call: 2049.30') to the northmost northeast corner of said Haywood Farms (Tax Parcel #11), being in the south line of said Eileen G. Farley property; Thence South 88°24'04" East (call: East), along said south line of Eileen G. Farley, a distance of 2836.38 feet (call: 2678.83') to the northwest corner of the first excluded tract to Haywood Farms (Tax Parcel #9), as described in said Deed Book 235, page 233; Thence South 00°31'39" East (call: South 04°09' East), along the west lines of the first, second and third excluded tracts and an extension thereof, a distance of 792.54 feet to a point; Thence South 88°24'04" East a distance of

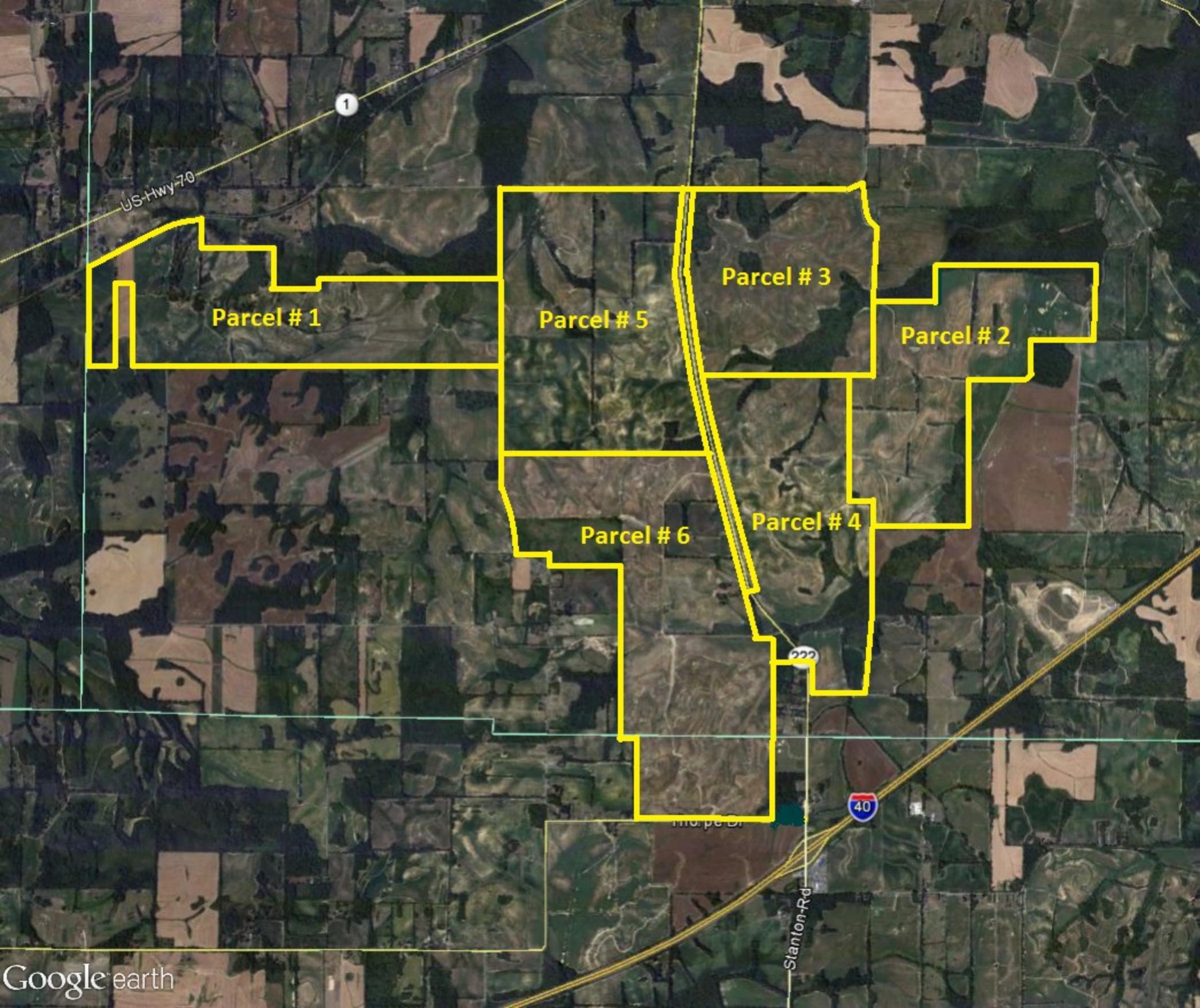
210.23 feet to the Point of Beginning.

Containing 4,374,573 Square Feet or 100.426 Acres.

Being part of the same property conveyed to HAYWOOD FARMS, LLC, by deed from JOSEF J. HUBER, REPLACEMENT TRUSTEE, dated November 19, 1999, of record in Book 235, page 233, said Register's Office.

Being a portion of the property conveyed to the State in Record Book 71, page 268 of the Register's Office of Haywood County, Tennessee.

Being also known as the land included in the following United States Department of Agriculture Farm Number 5104, Tract Number 733.



US Hwy 70

1

Parcel # 1

Parcel # 5

Parcel # 3

Parcel # 2

Parcel # 6

Parcel # 4

222

40

Stanton Rd



USDA United States Department of Agriculture
 Farm Service Agency
 Haywood County, TN.
 September 17, 2014

Farm: 5104
Tract: 733
 Crop Share:



Legend

GIS_TN_ada.clu_a_tm075

1:9,740

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.