

HUNTING LEASE AGREEMENT

This Lease Agreement (the "Lease") entered into effective as of the 28th day of August, 2017, by and between Rolf Farms Properties, LLC, hereinafter collectively referred to as Lessor, and Fowl Play Farms, LLC, c/o [REDACTED] and [REDACTED], hereinafter referred to as Lessee with respect to that certain property consisting of approximately 101.23 acres situated in Lincoln County, Missouri as more fully described as Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Lessor acknowledges that it is the owner of the Property and agrees to lease exclusively to Lessee the Hunting Rights, as defined below, for the Property for a term commencing on the date hereof (Commencement Date) and continuing thereafter through and until December 31, 2025 ("Initial Term") for consideration acknowledged hereby, and automatically continuing thereafter on a calendar year basis commencing January 1 and ending December 31 of each such year thereafter as long as so desired by Lessee subject to payment of the Annual Rent described below provided however in no event shall the maximum lease term exceed fifty (50) years. Commencing on January 1, 2026, Annual Rent shall be Ten Thousand Five Hundred Dollars (\$10,500) per year payable on January 1 of each year. If Lessee fails to pay such Annual Rent prior to said January 1, this lease shall continue in force and effect unless Lessee fails to pay such Annual Rent within fifteen (15) business days following receipt of written notice from Lessor to Lessee of such failure to pay such Annual Rent. Commencing on January 1, 2027 and for each of the eight (8) years thereafter, Annual Rent shall increase by two and one half (2.5%). At the end of said eighth (8th) and thereafter, on each and every fifth (5th) year anniversary that this lease may then be in effect, and in order to maintain a fair and reasonable rental rate, the Annual Rent shall be adjusted to reflect a market rate based on relevant factors including value of land and inflation. After any such market rate adjustment, until the next 5th anniversary, the Annual Rent shall again increase by 2.5% annually.

The Hunting Rights shall consist of the exclusive right and privilege of propagating, protecting, hunting, shooting, and taking game, including but not limited to water fowl, deer and turkey, on the Property by Lessee and its invitees and the right of same to enter upon, across and over the Property for such purposes. Lessor and Lessee acknowledge that Lessee or its affiliates are owners of the adjacent property commonly known as Fowl Play Farms, and legally described on Exhibit B hereto, (Fowl Play Land) and Lessee is desirous of entering into the Lease in order to protect against increased hunting pressure upon the Fowl Play Land, in part, but not solely, in order to maintain the quality of waterfowl hunting at Fowl Play Farms. As a result, the parties recognize that notwithstanding payment of the Annual Rent and continuation of the term of this Lease by Lessee, Lessee is under no obligation or commitment to actually hunt on the Property. In no event may Lessee install permanent hunting blinds or pits, nor shall lessee flood the Property without Lessor's prior written approval in its discretion.

This Hunting Lease Agreement shall be subject to the following terms and conditions:

PAYMENT

The Lessee shall pay to the Lessor the Annual Rent at the address set forth below signatures.

COMPLIANCE WITH LAW

Lessee agrees to comply with all laws applicable to Lessee's use of the Property.

POSTING

Either party shall have the right to post the Property for no hunting to prevent trespassing by any parties other than Lessor and Lessee. Lessee shall have the right to prosecute any trespass regarding said Property in violation of the Lease but has no obligation to do so.

LESSOR'S USE OF ITS PREMISE

Lessor reserves the right in itself and Invitees to enter upon any or all of the Property at any time for any purpose or use except hunting.

INDEMNIFICATION

Lessee shall indemnify, defend and hold harmless Lessor from any and all loss, damage, personal injury (including death at any time arising therefrom) and other claims arising directly or indirectly from or out of any occurrence in, upon, or at the said Propertys or any part thereof relating to the use of said Property by Lessee or Lessee's invitees.

LESSEE'S RESPONSIBILITY

Lessor shall not be liable or responsible for any damages or injuries caused by any vices or defects in the Property to the Lessee its invitees.

MERGER CLAUSE

This Lease contains the entire understanding and agreement between the parties, all prior agreements between the parties, whether written or oral, being merged herein and to be of no further force and effect. This Lease may not be changed, amended or modified except by a writing properly executed by both parties.

RIGHT OF FIRST REFUSAL

Lessee shall have the right of first refusal to purchase the Property or any portion thereof upon equal terms to any bona fide third party offer Lessor intends to accept at any time during the Term hereof. Lessor shall give notice thereof to Lessee in writing setting forth the terms of the proposed sale and Lessee shall have twenty (20) days within which to exercise in writing its option to purchase the Property upon the same terms, provided in no event shall Lessee be required to make payment for the Property sooner than the earlier of 60 days

following exercise or the closing date. Failure of Lessee to timely exercise such option shall terminate Lessee's option rights as to that transaction, and Lessor shall be free to proceed with a sale of the Property in accordance with the terms of the original offer. This right of first refusal shall remain in full force and effect throughout the Term, unless Lessor actually sells the Property to a third party bona fide purchaser for which Lessee has opted not to exercise said right of first refusal. Notwithstanding the foregoing, this Right of First Refusal shall not apply to the bona fide sale, gift or devise by Lessor, to any lineal descendant or ancestor of Lessor's members or to any entity thereof, provided, however, that any transaction or transfer shall not terminate the Lease or Tenant's right of first refusal. Anytime from and after December 31, 2026, if Lessee does not exercise such option and Lessor sells the Property per the foregoing, this Lease shall automatically terminate at the time of said sale.

MISCELLANEOUS

This Lease shall be construed under the laws of the State of Missouri first noted above. In the event of a dispute hereunder, the prevailing party shall be entitled to reimbursement of all attorneys fees, costs and expenses. This agreement shall be binding upon the parties hereto, and their respective successors in interest to the Property as it pertains to Lessor, and to the referenced Fowl Play Farms Property as it pertains to Lessee.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be properly executed as of the day and year first above written.

LESSOR:

Rolf Farm Properties, LLC

By: _____
Address: _____

State of MISSOURI)
)SS
County of _____)

On this _____ day of _____, 2017, before me, a Notary Public within and for said County, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Rolf Farm Properties, LLC, a limited liability corporation in the State of _____, and that said instrument was signed on behalf of said corporation, by authority of its board of directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

LESSEE:

FOWL PLAY FARMS, LLC

BY: _____

Address: _____

State of MISSOURI)
) ss
County of _____)

On this _____ day of _____, 2017, before me, a Notary Public within and for said County, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Manager of Fowl Play Farms, LLC, a limited liability corporation in the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of its board of directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

EXHIBIT A
TO HUNTING LEASE AGREEMENT PROPERTY

File Number: 4434

TRACT 1: A 101.23 acre tract of land being the same tract of land as conveyed by Deed Book 199, Page 448 of the Lincoln County Records, situated in part of Lots 39, 40, 41, 42 and 43 of the Creech-Woolfolk subdivision in Section 6, T.48N. R.3 E. Lincoln County, Mo, and being more particularly described as follows: Commencing at the Northeast corner of said Section 6, T. 48 N. R. 3E, thence S 01 degrees 45' E. along the East line of said Section 6, 738.00' to a railroad spike in Keeteman County Road marking the beginning point of the tract of land herein described; thence S 01 degrees 45' E. 1550.62' to a railroad spike, thence N 89 degrees 01' 30" W. departing said Section line and County Road and along the centerline of a drainage ditch 1496.60', thence N 84 degrees 39' W. 1526.00' to an iron rod in the centerline of a private road, thence N 05 degrees 44' 01" E. departing said ditch and along the centerline of said Private Road 1413.25' to an iron rod, thence S 89 degrees 30' 46" E. departing said private road 2827.29' to the beginning point.

All as shown on a Survey and Plat by Donald 'Tec' Parr, Lincoln County Surveyor, in Survey Record Book K1, Page 44 of the Lincoln County Records.

EXHIBIT B
TO HUNTING LEASE AGREEMENT
FOWL PLAY LAND

TRACT 2: owned by Fowl Play Farms, LLC,

A tract of land being part of Fractional Section 6 and 7, Township 48 North, Range 3 East, Lincoln County, Missouri, and being described as follows: Beginning at an old iron rod at the Southwest corner of US Survey 1650; thence along the North line of US Survey 1654 in the County Road, South 88 degrees 30' West 1954.00 feet to an old iron rod; thence along the West line of US Survey 1654 in the County Road, South 01 degrees 45' East 2778.00 feet; thence North 89 degrees 51' West 2084.19 feet; thence leaving the said County Road, North 03 degrees 32' East 2183.63 feet to an old iron rod; thence along the centerline of a drainage ditch, North 05 degrees 29' East 2227.56 feet to an old iron rod; thence South 84 degrees 39' East 2076.13 feet; thence South 89 degrees 01' 30" East 1496.60 feet to an old iron rod; thence along the West line of US Survey 1650 in the County Road, South 01 degrees 45' East 1355.92 feet to the place of beginning and containing 248.19 acres, more or less.

Excepting however therefrom the following described parcel: A tract of land being part of Fractional Section 6 and Fractional Section 7, Township 48 North, Range 3 East, Lincoln County, Missouri and being described as follows: Beginning at an old iron rod at the Southwest corner of US Survey 1650; thence along the North line of US Survey 1654 in the County Road, South 88 degrees 30' West 1954.00 feet to an old iron rod; thence along the West line of US Survey 1654 in the County Road, South 01 degrees 45' East 2778.00 feet; thence North 89 degrees 51' West 2084.19 feet; thence leaving said County Road, North 03 degrees 32' East 2183.63 feet to an old iron rod; thence along the centerline of a drainage ditch, North 05 degrees 29' East 2227.56 feet to an old iron rod being the point of beginning; thence South 84 degrees 39' East 200 feet; thence South 05 degrees 29' East 200 feet; thence North 84 degrees 39' West 200 feet; thence North 05 degrees 29' East 200 feet to the place of beginning and contain 40,000 square feet, more or less.