

TEMPORARY ACCESS LICENSE AGREEMENT

THIS TEMPORARY ACCESS LICENSE AGREEMENT (this “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”), by and between FARMLAND RESERVE, INC., a Utah nonprofit corporation (“**Licensor**”), and _____, a _____ (“**Licensee**”), sometimes referred to herein collectively as “**Parties**”, and individually as a “**Party**”.

RECITALS

A. Licensor owns certain real property located in Lee County, Georgia, more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference (the “**Licensor Property**”).

B. Licensee desires to obtain from Licensor a temporary license (the “**License**”) on, over, under, and across a portion of the Licensor Property, as more particularly depicted on Exhibit A (the “**License Area**”), to remove the GSI 50K Bushel Grainery System, comprised of the following components: (i) GSI Grain Bin, (ii) GSI Hopper Bottom in, (iii) GSI Grain Drying, (iv) two (2) elevators and downspouts, (v) metal building over dump pit, and (vi) all electrical panels and controls (the “**Intended Purpose**”).

C. Licensor is willing to grant the License to Licensee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. *Basic Terms.*

1.1	Licensor Property	GA Southern Hills Orchards Farm No. 5200 County: Lee State: Georgia	
1.2	Type of Access	<input checked="" type="checkbox"/> Vehicular <input checked="" type="checkbox"/> Pedestrian <input type="checkbox"/> Other:	
1.3	Term	The period of time commencing on the Effective Date and ending ninety (90) days thereafter, unless earlier terminated as provided herein.	
1.4	Insurance Requirements	Class of Insurance	Required Amount
		Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 aggregate
		Commercial Automotive Liability	\$1,000,000
		Worker’s Compensation and	Workers’ Compensation as

		Employer's Liability Insurance	required by applicable law; Employer's Liability of at least \$1,000,000
1.5	Licensor Notice Address	Farmland Reserve, Inc. Attn: Director of Land & Government Affairs 79 South Main Street, Suite 1000 Salt Lake City, UT 84111 Tel: (801) 715-9179	
1.6	Licensee Notice Address	_____ Attn: _____ _____ Tel: (____) ____ - ____	
1.7	Additional Provisions	The following additional provisions apply to this Agreement: N/A	

2. *Temporary License.*

2.1. Issuance of License. Licensor hereby grants to Licensee, without warranty, a non-exclusive, temporary, revocable license on, over, and across the License Area for the type of access indicated in Section 1.2 and the Intended Purpose (collectively, the “**License Activities**”).

2.2. Term. Unless otherwise specifically agreed to by Licensor and Licensee, the License granted by this Agreement shall commence on the Effective Date and continue thereafter until the earlier to occur of (i) the expiration date indicated in Section 1.3, (ii) written notice of termination by Licensor, or (iii) completion of the Intended Purpose (the “**Term**”).

3. Access. Licensee and its agents, servants, employees, consultants, contractors, and subcontractors (collectively, “**Licensee’s Agents**”) shall have the right to enter upon the License Area for the limited purposes permitted by this Agreement. Licensee and Licensee’s Agents shall enter upon the License Area at their sole risk and hazard. Licensee and Licensee’s Agents shall use the least intrusive means possible to access the License Area from the Licensor Property, including, without limitation, the use of existing roadways and such other means as directed by Licensor in its sole and absolute discretion from time to time. Licensee, and its permitted successors and assigns, hereby release Licensor from any claims relating to the condition of the License Area and Licensor Property and the entry upon the License Area and Licensor Property by Licensee and Licensee’s Agents.

4. Reservation by Licensor. Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee’s permitted use of the License Area. In addition, Licensor expressly reserves the right to grant or issue to others the right to use all or any portion of the License Area. Without limiting the foregoing, Licensor reserves the right to require the relocation of the License Area at any time, or from time to time, at Licensor’s cost and expense. If the License Area is relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the License in its previous location and to grant the License in the new location.

5. *Condition of the License Area and Licensor Property.* Licensee accepts the License Area, Licensor Property, and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including, without limitation, both latent and patent defects, and the existence of hazardous materials, if any. Licensee hereby waives all warranties, express or implied, regarding the title, condition, and use of the License Area and Licensor Property, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) and physical inspection of the License Area might show; (ii) all zoning regulations, restrictions, rules, and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other licenses or rights of others related to its use and improvement of the License Area.

6. *Maintenance, Restoration, and Crop Damage.*

6.1. General Maintenance and Restoration. Licensee shall promptly repair any damage to the Licensor Property and Licensor’s improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee’s Agents, and shall restore Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto the Licensor Property by Licensee and Licensee’s Agents.

6.2. Damage Fees. Licensee shall reimburse Licensor for any losses (including, without limitation, lost profits) and expenses due to crop damage, loss of rental income, or other loss or damage that results from Licensee’s or Licensee’s Agents’: (i) entry onto or presence upon the Licensor Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

6.3. Security. Licensee acknowledges the land surrounding the Licensor Property may be used for livestock grazing. Licensee shall take all measures as may be reasonably necessary to contain livestock at Licensee’s expense. To ensure the security of the Licensor Property, Licensee shall obtain a lock or locks approved by Licensor, use them to lock the access gate(s) used to access the Licensor Property (the “**Gate(s)**”), and provide a key to the lock(s) to Licensor. The Gates shall remain locked at all times when Licensee is not actively accessing the Licensor Property, and in all instances, Licensee shall ensure the Gates are locked by 5:00 pm each day. Further, Licensee agrees that it shall immediately close and securely fasten gaps in fences which are opened by Licensee. No new gates or gaps will be made in any fence without the prior written consent of Licensor. Further, Licensee shall not cut or damage any fence located on the Licensor Property without first obtaining Licensor’s prior written consent. If Licensor consents to a fence being cut or damaged, Licensee shall “H” brace each side of the fence to secure the wire so that when the fence is cut, the remainder of the fence shall not slacken or sag. All fences which are cut or damaged by Licensee shall be promptly replaced by Licensee with fencing of the same or better condition existing before the cutting or damage by Licensee. Except as last stated, Licensee shall in no way tamper with, alter, or modify any of Licensor’s fences or livestock or wildlife control equipment or devices without

the prior written consent of Licensor. In addition, Licensee acknowledges and agrees that hunting, fishing, and recreational camping are strictly prohibited on the Licensor Property. Licensee shall not take, remove, kill, or otherwise molest any livestock or wildlife on the Licensor Property or Licensor's other real property. Licensee covenants that it will save Licensor harmless from any damage caused by Licensee and Licensee's Agents to such livestock or wildlife and to promptly notify and reimburse Licensor for any such damage. Licensee shall at no time have dogs or firearms on the Licensor Property or Licensor's other real property. Licensee shall at no time cause any fires to be set on the Licensor Property or Licensor's other real property.

7. *Hazardous Substances.* Except for motor fuels used by vehicles and construction equipment, Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

8. *Liens.* Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee, and shall indemnify, hold harmless, and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens shall be released of record within thirty (30) days.

9. *Insurance.* Licensee shall maintain in full force and effect the insurance policies and coverages set forth in Section 1.4. Additionally, Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's Agents and other such parties who make use of the License Area are either covered under the terms of Licensee's insurance policies, or that each

obtain similar policies and which, at a minimum, provide Licensor the same protections. Licensee agrees to obtain and maintain the following insurance coverages and policies:

9.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the License Area, Licensor Property, and the ways immediately adjoining the License Area and Licensor Property, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability in the amount set forth in Section 1.4. Licensor and its partners, subsidiaries, and affiliates and Weeks Auction Group, Inc must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage, non-contributory, and shall apply specifically to the License Area, Licensor Property, and adjacent areas.

9.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance in the amount set forth in Section 1.4.

9.3. Automobile Insurance. Automobile Liability Insurance in the amount set forth in Section 1.4, Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4. Waiver. Licensee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions, or causes of action against Licensor for any loss or damage with respect to Licensee's property, including, without limitation, rights, claims, actions, and causes of action based on negligence, which loss or damage is, or would have been, had the insurance required by this Agreement been carried, covered by insurance.

9.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Licensee under this Agreement or otherwise, shall be limited to the amount of the insurance Licensee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Licensor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Licensee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Licensor, shall be delivered to Licensor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Licensor hereunder or negate the requirements of this Agreement.

10. Compliance with Laws. Licensee shall comply with all present and future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and Hazardous Waste Laws (collectively "**Law(s)**").

11. *Indemnification.* Licensee shall indemnify, defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, directors, shareholders, owners, divisions, subsidiaries, partners, members, managers, and affiliated companies and entities and its and their employees, officers, directors, shareholders, owners, divisions, subsidiaries, partners, members, managers, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, without limitation, reasonable attorney fees and costs) of any kind or character to any person or property, including, without limitation, the property of the Indemnitees (collectively, the "**Claims**" or a "**Claim**"), from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area, Licensor Property, and/or adjacent areas by Licensee or Licensee's Agents; (ii) any act or omission of Licensee or any of Licensee's Agents; (iii) any bodily injury, property damage, accident, fire, or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area, Licensor Property, and/or adjacent areas; (iv) any violation or alleged violation by Licensee or Licensee's Agents of any Law; (v) any failure of Licensee to maintain the License Area and/or Licensor Property in a safe condition; (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area, Licensor Property, and/or adjacent areas; (vii) any breach by Licensee of its obligations under this Agreement; and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee from the License Area, Licensor Property, or restoring the same as provided herein; *provided, however,* that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

12. *Attorney Fees.* If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including, without limitation, fees and costs incurred upon appeal or in bankruptcy court.

13. *Notices.* All notices referred to in this Agreement shall be sent to the respective parties at the addresses stated below. Any notice required or desired to be given under this Agreement shall be deemed given: (i) when delivered in person to the recipient named below; (ii) three (3) business days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended; or (iii) one (1) business day after deposit with a nationally recognized overnight courier. All notices shall be given at the addresses indicated in Sections 1.5 and 1.6. Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. *Default by Licensee.* If Licensee has defaulted or is in default or breach of any of its obligations stated herein, Licensor, at its option, may take any or all of the following actions without limitation: (i) pursue any remedy available at law or in equity; (ii) pursue the remedy of specific

performance or injunction; (iii) seek declaratory relief; (iv) pursue an action for damages for loss; and/or (v) terminate this Agreement and the License.

15. *No Public Use/Dedication.* The Licensor Property is and shall at all times remain the private property of Licensor. The use of the Licensor Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its permitted successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

16. *No Third-Party Beneficiaries.* In assuming and performing the obligations of this Agreement, Licensor and Licensee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Licensor and Licensee expressly disclaim any such third-party benefit.

17. *Authorization.* Each individual executing this Agreement represents and warrants that she/he has been duly authorized by appropriate action of the governing body of the Party for which she/he signs to execute and deliver this Agreement in the capacity and for the entity set forth where she/he signs and that as a result of her/his signature, this Agreement shall be binding upon the Party for which she/he signs.

18. *Miscellaneous.* This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Licensor Property is located. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. Licensee shall not sell, assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the prior written consent of Licensor, which consent Seller may grant or withhold in its sole and absolute discretion. Licensor may freely assign this Agreement without the consent of Licensee. The terms and conditions of this Agreement shall be binding upon the permitted successors and assigns of the Parties. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect; *provided, however*, that in the event the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on either Party, the adversely effected Party will have the right to terminate this Agreement immediately, without any further liability or obligation. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter

gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Licensee shall execute and deliver any further legal instruments and perform any acts that are, or may become, necessary to effectuate the purposes of this Agreement. Licensee shall not record this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR:

Farmland Reserve, Inc.,
a Utah nonprofit corporation

Name: _____

Its: _____

LICENSEE:

_____,
a _____

Name: _____

Its: _____

EXHIBIT A

(Depiction of Licensor Property and License Area)



Exhibit A-1