COUNTY OF LAUDERDALE)
)
STATE OF ALABAMA)

FARM LEASE

THIS LEASE is made between Bobo Family Group, LLC ("Landlord"), whose address is 210 E Tennessee Street, Suite 114, Florence, AL 35630, and Thornton Farms ("Tenant"), whose address for the purpose of this lease is 13042 Highway 72, Rogersville, AL 35652,

THE PARTIES AGREE AS FOLLOWS:

1. **Premises and Term.** Landlord leases to Tenant the following real estate situated in Lauderdale County, Alabama ("Real Estate"):

Farm Number(s): 10858

For a term of one (1) year and possession by Tenant to commence January 1, 2025, and ending on December 31, 2025.

- 2. **Rent.** Tenant agrees to pay to Landlord as rent for the Real Estate annual cash rent of Seventy-Six Thousand Seven Hundred seventy-six Dollars and 85/100 (\$76,776.85) due and payable no later than November 1, 2022. A Seven Percent (7.0%) late charge shall be applied to the Rent if Rent is not received within five (5) days of the due date. All rent shall be paid to Landlord at the address above.
- 3. Use of the Property. Tenant shall use the Real Estate for row crops.
- 4. **Proper Husbandry.** Tenant agrees to farm the Real Estate in a good and husbandman like manner. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate of any adjoining property owner.
- 5. Possession and Condition at End of Term. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition and substantially the same as it was received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
- 6. **No Cutting of Trees.** Tenant agrees to preserve and keep from injury all trees except for those growing on the fence rows or small trees in the field roads.

- 7. **Environmental Contamination.** Tenant, its employees, agents, or licensees, will not do anything to environmentally contaminate the property and agrees to indemnify and hold harmless the Landlord of and from any and all losses with regards to same.
- 8. Landlord's Right of Entry and Inspection. In the event notice of termination of this Lease has been properly served, Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvesting of crops. Landlord may enter upon the Real Estate at any reasonable time.
- 9. Violation of Terms of Lease. If Tenant or Landlord violates the terms of this Lease, the other shall have the right to pursue all legal and equitable remedies to which they are entitled. Tenant's failure to pay any Rent when due shall cause all unpaid rent to become immediately due and payable, along with seven percent interest (7.0%), without any notice to or demand upon Tenant.
- 10. Indemnification Against Claims. The Tenant shall indemnify and save harmless the Landlord of and from any and all claims, suits, actions, damages, liens and causes of action arising during the term of this Lease for any personal injury, loss of life and damage to property sustained in, or about the demised premises and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action, or proceeding brought thereon, and from and against any orders, judgements and decrees which may be entered therein. However, the Landlord
- 11. Attorney Fees and Court Costs. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.
- 12. **Change in Lease Terms.** The conduct of either party, by act or omission, shall not be construed as ma material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.
- 13. **Notices.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. Mail, return receipt requested, to the recipients' last known mailing address. The notice of termination is specifically governed by the Code of Alabama.
- 14. **Assignment.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AGREED TO and dated this 1st day of January 2025.

Witness:	Landlord:
	Bobo Family Group, LLC
<u></u>	By: W. Bobo, II, Manager
Witnesses:	Tenant:
Syn Ales	By: Thorston Lason L. Thornton
Dyn Jla	By: Maint J. Thomstand Mark J. Thornton