

FARM LEASE

THIS FARM LEASE ("Lease"), made and entered into as of the 15th day of January, 2020 (the "Effective Date"), by and between **VALLEY LANDFILLS, INC.**, an Oregon corporation ("Landlord"), and **AGRI-INDUSTRIES, INC.**, an Oregon corporation ("Tenant").

WITNESSETH:

WHEREAS, the Landlord is the owner of certain real estate located in the City of Corvallis, Benton County, Oregon, more particularly described on Exhibit A attached hereto and incorporated herein (the "Land"); and

WHEREAS, Landlord operates a solid waste disposal landfill on the Land which is known as the Coffin Butte Landfill (the "Landfill"); and

WHEREAS, the Landlord desires to lease to Tenant a portion of the Land consisting of approximately 80 acres, as generally shown on Exhibit A attached hereto and incorporated herein, (the "Premises") in accordance with the terms and provisions of this Lease; and

WHEREAS, Tenant desires to lease from Landlord the Premises, in accordance with the terms and provisions of this Lease; and

WHEREAS, Landlord and Tenant are parties to that certain Compost Processing Agreement dated as of the Effective Date (the "Compost Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Lease and Term. (a) The Landlord leases to the Tenant and the Tenant leases from the Landlord the Premises for a term commencing on the Effective Date and terminating on the earlier to occur of (1) September 30, 2030, or (2) the expiration or earlier termination of the Compost Agreement (the "Term") commencing on the Effective Date. The Term of this Lease may be extended upon the mutual written agreement of Landlord and Tenant. In the event Tenant desires to extend the Term of this Lease, Tenant shall provide Landlord with prior written notice at least 60 days prior to the expiration of the Term.

(b) Notwithstanding anything to the contrary set forth herein, in the event that Landlord determines in its sole discretion that all or any portion of the Premises is needed in connection with the use or development of the Landfill, Landlord shall have the right to terminate this Lease with respect to all or any portion of the Premises upon 30 days prior written notice to Tenant. In the event of a termination of this Lease by Landlord in accordance with this Section, Tenant shall not be required to surrender possession of the Premises to Landlord until after the harvesting of any crops which were planted on the Premises prior to the date of Landlord's notice of termination to Tenant.

2. Rent; Use. (a) Landlord acknowledges that the amounts paid by Tenant pursuant to the Compost Agreement include the rent for the Term of this Lease, provided, however, that all costs of maintenance, repairs, utilities, insurance and any and all other expenses necessary in connection with the operation or maintenance of the Premises by Tenant will be paid solely by Tenant during the Term of this Lease, except as expressly set forth herein.

(b) Tenant shall use the Premises solely for the purpose of growing crops, and for no other use or purpose without the prior written consent of the Landlord, which may be withheld in Landlord's sole discretion.

3. Tenant's Duties. The Tenant shall till the Premises in a good and husbandlike manner, consistent with sound agricultural practices. The Tenant shall maintain at all times liability insurance with limits of not less than \$1,000,000.00 for injuries to one person in each accident and not less than \$1,000,000.00 for injuries to more than one person in each accident and \$500,000.00 property damage. The liability insurance shall name the Landlord as an additional insured and the Tenant shall provide to the Landlord a certificate of insurance evidencing that this requirement has been met, on or before the Effective Date. Such policy shall provide that it shall not be amended or terminated without providing Landlord with 30 days advance written notice.

4. Taxes and Maintenance. (a) Landlord shall pay, as the same shall become due and payable, all taxes, assessments and charges of any kind whatsoever accruing during the Term that may at any time be levied or assessed against or with respect to the Premises. Tenant shall be solely responsible for the payment of any taxes, assessments or charges of any kind whatsoever accruing during the Term that may at any time be levied or assessed on the rent, the harvesting of crops thereon, or Tenant's machinery, equipment or other property installed or brought onto the Premises.

(b) Tenant shall, at its sole cost and expense, keep and maintain the Premises in good repair and appearance during the Term of this Lease, and will make all changes and repairs of every kind or nature which may be required to be made upon or in connection with the Premises or any part thereof in order to keep and maintain the Premises in such good repair and appearance. Landlord shall not be required to maintain, repair or rebuild, or make any alterations, replacements or renewals of any kind or nature to the Premises or any part thereof, whether ordinary or extraordinary, foreseen or unforeseen, or to maintain the Premises or any part thereof in any way, and Tenant hereby expressly waives any right to make repairs at the expense of Landlord which may be provided for in any statute or law in effect at the time of the execution of this Lease, or any statute or law which may thereafter be enacted.

5. Carryover. As part of the consideration, Landlord and Tenant acknowledge that a residue may exist from the nutrients applied by the Tenant and they have considered such residue in arriving at the rental arrangement. Consequently, the parties agree that the Landlord will not be indebted to the Tenant in any amount due to the existence of such residue.

6. Surrender at End of Term. Any crops or personal property remaining on the Premises or the Real Estate shall be removed by Tenant at its expense, prior to the expiration of the Term or the sooner termination hereof, failing which, such crops or personal property shall be deemed abandoned and shall immediately become the property of the Landlord. Upon the expiration of the Term or earlier expiration thereof, Tenant shall deliver the Premises to Landlord in as good a condition as existing on the date hereof, in compliance with all laws, and free of any hazardous or toxic substances.

7. Transfers. Tenant shall not sublease or assign its interest in this Lease without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord shall have the right to assign its interest in this Lease to any party in Landlord's sole discretion. If Landlord sells the Premises or assigns its interest in this Lease, Landlord shall be released from all obligations and liabilities accruing thereafter under this Lease, provided Landlord's successor has assumed in writing Landlord's obligations under this Lease.

8. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder: (a) Failure of Tenant to pay any amount required hereunder, which

failure shall not be cured by Tenant within 10 days of written notice from Landlord; or (b) Failure of Tenant to perform any other covenant, condition, agreement or provision contained herein within 20 days after receipt by Tenant of written notice of such failure; or (c) Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of Tenant; or (d) a breach or default under the Compost Agreement, which is not cured within the applicable notice and cure periods set forth in the Compost Agreement.

9. Remedies. Upon the occurrence and continuance of an Event of Default the Landlord may, at its option and without any obligation to do so, elect any one or more of the following remedies: (a) Terminate and cancel this Lease; (b) Cure such Event of Default and recover the costs thereof, together with interest thereon at the "Default Rate" (hereinafter defined), from Tenant; or (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Oregon. For purposes of this Lease, the "Default Rate" shall mean 12% percent per annum upon any such amount, and if any such amount shall remain unpaid after 6 months of receipt of notice, such rate shall increase to 18% percent per annum; provided, however, that such interest rate shall in no event exceed the maximum rate of interest permitted under the governing law of this Lease.

10. Access to Premises. Landlord may, at anytime, enter the Premises to make an examination of the same, provided Landlord does not and shall not unreasonably interrupt the farming operation or damage any growing or standing crops.

11. Relationship of Parties. The relationship between the parties hereto shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other.

12. Brokers. Each party represents and warrants that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions of finders' fees due and owing in connection with this Lease. Any party that defaults under this Section (the "Defaulting Party") agrees to indemnify and hold harmless the other party from any and all liabilities, costs and expenses (including attorneys' fees) arising from any such claim by any real estate broker or other party that has dealt with the Defaulting Party.

13. Separability. Each and every covenant and agreement herein shall be separate and independent from any other. The breach of any covenant or agreement shall in no way discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

14. No Waiver. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

15. Entire Lease. This Lease together with any Exhibits or attachments hereto constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto.

16. Governing Law, Venue, and Jurisdiction. This Lease and all acts and transactions pursuant or relating hereto, and all rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Oregon. In order to induce the parties to accept this Lease, and as a material part of the consideration therefore: (a) the parties hereto agree that all actions or proceedings arising out of this Lease shall be litigated in courts located within Multnomah County, Oregon; (b) the parties hereto consent to the exclusive jurisdiction of such court and consent to the service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (c) the parties waive any and all rights they may have to transfer or change the venue of any such action or proceeding.

17. Subordination; Release. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages for deeds of trust which now affect the Premises, or any ground leases hereinafter entered into by Landlord. Tenant acknowledges that Landlord or its affiliate will be developing and using the Real Estate and certain property contiguous or adjacent thereto for purposes of operating a landfill or for the handling, transportation, recycling or disposal of solid waste, and any other uses or activities in connection therewith, and Tenant (which for purposes hereof shall include any person or entity which owns or controls Tenant) agrees and hereby releases Landlord and its affiliates from any liability, damages, claims, causes of action associated with such development and use of the Real Estate and any property contiguous or adjacent thereto. Further, in the event Landlord or its affiliate requires the cooperation or execution of any documents from Tenant in connection with its use and development of the Real Estate, Tenant agrees to cooperate with any such request made by Landlord or its affiliate.

18. Notices. All notices and other communications under this Lease shall be in writing and shall be deemed to have been given 3 business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one business day after being entrusted to a reputable commercial overnight delivery service. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

To Landlord:	Valley Landfills, Inc. c/o Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054 Attn: Chief Legal Officer
And a copy to:	Spotts Fain PC 411 E Franklin Street, Suite 600 Richmond, VA 23219 Attn: David A. Reed, Esq.
To Tenant:	Agri-Industries, Inc. 3405 NE Garden Avenue Corvallis, OR 97330 Attn: Tim Winn, President

Any party hereto may change the address to which notices shall be directed under this Section 18 by giving written notice of such change to the other parties.

19. Binding Effect. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by he

parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

20. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

21. Attorneys' Fees. In the event of any controversy arising under or relating to this Lease, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

22. Liens. Tenant shall discharge any lien, encumbrance, or charge arising out of the work of any contractor, mechanic or material contracted for by Tenant or any subtenant, or on behalf of Tenant or any subtenant. If any lien on account of an alleged debt or any notice of contract shall be filed against the Real Estate or Premises, Tenant shall, within 5 days after the notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond.

23. Compliance with Laws; Environmental. (a) Tenant agrees, at its sole cost and expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to work to be performed by Tenant on the Premises, the Premises, or Tenant's use thereof. Tenant shall, at its own expense, obtain and maintain all required licenses or permits necessary for any work to be performed by Tenant on the Premises or its use of the Premises.

(b) Tenant shall not use the Premises for the storage, use treatment, or disposal of any hazardous or toxic substances or petroleum products. Tenant agrees to indemnify, defend and hold Landlord and its officers, partners, directors, shareholders, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including attorney's fees, consultant's fees, and expert fees which arise during or after the Term in connection with the presence or suspected presence of hazardous or toxic substances in the soil, groundwater, or soil vapor on or under the Premises. Without limiting the generality of the foregoing, this indemnification shall survive the expiration of this Lease.

24. AS IS; WAIVER OF WARRANTIES. Tenant agrees to accept the Premises in its "AS IS" condition with all faults. TENANT AGREES THAT NEITHER LANDLORD NOR ANY AGENT OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OF THE PREMISES FOR TENANT'S USE. TENANT AGREES THAT NEITHER LANDLORD NOR LANDLORD'S AGENTS HAVE MADE ANY REPRESENTATIONS OR PROMISES WITH RESPECT TO THE PHYSICAL CONDITION OF THE LAND OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PREMISES, AND NO RIGHTS, EASEMENTS OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE. TENANT HAS INSPECTED THE PREMISES AND IS THOROUGHLY ACQUAINTED WITH THEIR CONDITION, AND AGREES TO TAKE THE SAME "AS IS", AND ACKNOWLEDGES THAT THE TAKING OF POSSESSION OF THE PREMISES BY TENANT SHALL BE CONCLUSIVE EVIDENCE THAT THE PREMISES WERE IN GOOD AND SATISFACTORY CONDITION AT THE TIME SUCH POSSESSION WAS SO TAKEN.

25. Recording. Tenant shall not record this Lease, or any short form or memorandum hereof.

26. **Time of the Essence.** Time shall be of the essence in interpreting the provisions of this Lease.

27. **Eminent Domain.** If any portion of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then the Lease shall terminate as to affected portion as of the date of such taking. In no event shall Tenant have any right or claim to any award or compensation in connection therewith.

28. **Indemnification.** Tenant agrees to indemnify and hold harmless Landlord and its affiliated companies and their agents, servants, directors, officers, shareholders, and employees ("Indemnitees") from and against any and all liabilities, losses, damages, liens, claims, suits, causes of action, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind arising out of, caused by, resulting from or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Premises or by reason of any other claim whatsoever of any person or party occasioned or alleged to be occasioned in whole or in part by any act or omission on the part of Tenant or any invitee, licensee, employee, director, officer, servant, contractor, subcontractor or Tenant of Tenant, or by any breach, violation, or nonperformance of any covenant of Tenant under this Lease. If any action or proceeding shall be brought by or against any Indemnitee in connection with any such liability or claim, Tenant, on notice from Landlord, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord.

29. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall be one Lease. A signature received by electronic mail in "portable document format" (.pdf) or facsimile shall be deemed an original.

30. **Assignment.** Tenant shall not assign, sublet or otherwise transfer its interest in this Lease, or permit the use or occupancy of the Premise by any other person or entity, without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

[Signatures appear on the page following]

[Signature page for Farm Lease]

In Witness Whereof, the Landlord and the Tenant have signed this Lease on the day and date first set forth above.

LANDLORD:

VALLEY LANDFILLS, INC., an Oregon corporation

Adrienne Wilhoit

By: _____

Printed Name: Adrienne Wilhoit

Title: Vice President

TENANT:

AGRI-INDUSTRIES, INC., an Oregon corporation

By: *Timothy E. Winn*

Printed Name: Timothy E. Winn

Title: President

EXHIBIT "A"

