

## REAL ESTATE LEASE OF FARMLAND

This Lease Agreement (this "Lease") is made effective as of April 1, 2014, by and between **Girl Scouts in the Heart of Pennsylvania**, a Pennsylvania non-profit corporation with an address of 350 Hale Avenue, Harrisburg, Pennsylvania, 17104, ("Landlord") and **Michael Mowrer a/k/a Mowrer Farms LLC**, an adult individual with an address of 7280 Shavers Creek Road, Petersburg, Pennsylvania, 16669-3017("Tenant").

The parties intending to be legally bound hereby agree as follows:

1. **PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant that certain real property comprising approximately sixty (60) acres, more or less (the "Premises") located at Camp Golden Pond, Huntington County, Pennsylvania, being a portion of: (a) the real property known as tax parcel 53-07-16.1, and (b) described in Huntington County Book 407, Page 408. The approximate location of the Premises is depicted on "Exhibit A" attached hereto.
2. **TERM:** The Lease term will begin on April 1, 2014 (the "Commencement Date") and will terminate on March 31, 2019, (the "Expiration Date") unless terminated earlier pursuant to the provisions of this Lease. Landlord and Tenant may agree to extend the term of this Lease by entering into a written extension thereof containing such terms and conditions as the parties mutually agree.
3. **LEASE PAYMENTS:** Tenant shall pay to Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00) per lease year as annual rent, based upon a rental of Fifty and 00/100 Dollars (\$50.00) per acre. Rent shall be payable in three equal installments of One Thousand and 00/100 Dollars (\$1000.00) each, payable as

follows: (a) One Thousand and 00/100 Dollars upon execution of this Lease by Tenant and in subsequent years, the first installment shall be payable on January 15.

(b) One Thousand and 00/100 Dollars (\$1,000.00) on May 15 of each lease year; (c) One Thousand and 00/100 Dollars (\$1,000.00) on September 15 of each lease year.

Tenant shall be entitled to any farm program payments from FSA attributable in whole or in part to the Premises.

Lease payments shall be made to Landlord at 350 Hale Avenue, Harrisburg, PA 17104 which address may be changed from time to time by Landlord.

4. **POSSESSION:** Tenant shall continue possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or terminated pursuant to the terms of this Lease. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up to the Premises to the Landlord in as good a condition as when it was delivered to Tenant, ordinary wear and tear expected.
5. **USE OF PREMISES:** Tenant shall occupy and use the Premises for growing (i.e. corn, bean, hay) of food crops following the Pennsylvania Conservation Policy using a no-till method and for no other purpose whatsoever.
6. **ANIMALS:** No animals shall be allowed on the Premises.
7. **LIABILITY INSURANCE:** Tenant shall maintain liability insurance coverage on the Premises, in such amounts as agreed upon by Landlord and Tenant. Tenant shall provide Landlord with a certificate of insurance annually at the time of policy renewal which shall name Landlord as an additional insured and maintain the same in full force and effect during the term of the Lease.

8. **MAINTENANCE AND TENANT'S RESPONSIBILITIES:** Tenant shall have the responsibility to maintain all access areas to the Premises, implement and abide by the terms of a conservation plan on file with the United States Department of Agriculture and the Pennsylvania Department of Agriculture with respect to his use of the Premises. Tenant shall not hunt, fish or trap animals on the Premises, except, however, to remove, in accordance with Pennsylvania Law, animals causing damage to Tenant's crops. Tenant has responsibility for control of noxious weeds and costs thereof.
9. **UTILITIES AND SERVICES.** No utilities are being provided to the Premises.
10. **TAXES.** Landlord shall pay all real estate taxes, if any, which may be levied against the Premises.
11. **TERMINATION UPON SALE OF THE PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon thirty (30) days written notice to Tenant if the Premises have been sold, Landlord intends to sell the Premises or that Landlord desires to utilize the Premises, or any portion thereof. In the event that such notice is given, Tenant shall have until November 1<sup>st</sup> of the year in which the notice is given, to remove his crops which have been planted. In the event that no crops have been planted as of the date the notice is given, this Lease shall automatically terminate upon expiration of the thirty (30) day notice period and Tenant shall not plant any crops after receiving such notice.
12. **DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are damaged or destroyed by fire or other casualty to the extent that use of the Premises is substantially impaired, Landlord or Tenant, in their sole discretion may elect to

terminate the Lease upon thirty (30) days written notice to the other party. Such notice must be sent within thirty (30) days of the date of the casualty in order to be effective.

13. **HABITABILITY.** Tenant has inspected the Premises (or has had the Premises inspected on behalf of Tenant) and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable.

14. **DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing position of law to the contrary, if Tenant fails to cure any financial obligation within ten (10) days (or any other obligation within thirty (30) days after written notice of such default is provided by Landlord to Tenant), Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages or other legal relief. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

15. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of Lease (“Holdover Period”), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.
16. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
17. **ACCESS BY LANDLORD TO PREMISES.** Landlord shall have the right to enter the Premises at reasonable times to make inspections of the Premises. However, Landlord does not assume any liability for the care or supervision of the Premises.
18. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless Landlord from any and all liabilities, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Tenant’s exercise of its rights granted pursuant to the terms of this Agreement, including, but not limited to claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal under any theory of tort, contract, or strict liability, except, however, to the extent such claims are caused by or arise from the negligence or intentional acts of Landlord. Tenant further covenants and agrees to defend any suits brought against Landlord or Tenant on any claims and to pay any judgment against Landlord resulting from any suit(s), together with all costs and expenses relating to any claims, including attorneys fees, arising from Tenant’s

operations as well as those persons acting on behalf of Tenant, except, however, to the extent such claims are caused by or arise from the negligence or intentional actions of Landlord. The indemnification and hold harmless provisions of this Paragraph shall also apply to all matters that arise out of or in any way relate to any use, storage, transfer, generation, disposal or discharge of hazardous materials in connection with the exercise of the rights conferred upon Tenant pursuant to this Agreement. This indemnity shall survive the termination of this Agreement. As used in this Agreement, "Hazardous Material" means:

a. All substances, wastes, pollutants, contaminants, and materials now or thereafter regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 59601 et seq.; The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 5135 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. 52011 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. 55101 et seq.;

b. Any additional hazardous substance or materials that are now or become defined as "hazardous substances," "Hazardous waste," "toxic substances," or "toxic waste" under any other federal law or under any state, county, municipal, or other law applicable to the Easement Property or under any regulations promulgated under any such law;

c. Petroleum and petroleum products including crude oil and any fractions thereof;

d. Asbestos; and Natural gas, synthetic gas, and any mixtures thereof.

Tenant shall not allow the use, storage, transfer, or generation or other presence of Hazardous materials on the Premises, excepting, however, pesticides and herbicides required to control noxious weeds and protect crops, all of which must be applied by licensed personnel and in accordance with all applicable laws, rules and regulations of the Commonwealth of Pennsylvania and United States.

**19. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists or may be given later by Landlord, with respect to the Premises.

**20. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**21. ALTERATIONS OR IMPROVEMENTS.** Tenant shall not construct any improvements or make any alterations to the Premises without Landlord's written consent. In the event that any mechanic's liens are placed on the Premises as a result of Tenant's actions or any person acting on behalf of the Tenant, Tenant shall within thirty (30) days of the mechanic's lien being filed shall cause the same to be removed, either by payment or bonding. In the event Tenant fails to remove or bond the lien, Landlord may take such actions as it deems appropriate to have the lien removed. Tenant shall be responsible for all of Landlord's costs, including attorney's fees, incurred in cause the lien to be removed and/or discharged.

**22. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at

the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

Landlord: Girl Scouts in the Heart of Pennsylvania  
350 Hale Avenue  
Harrisburg, Pennsylvania 17104

Tenant: Michael Mowrer a/k/a Mowrer Farms LLC  
7280 Shavers Creek Road  
Petersburg, Pennsylvania 16669-3017

23. **GOVERNING LAW:** This Lease shall be constructed in accordance with the laws of the Commonwealth of Pennsylvania.
24. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
25. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.



26. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

27. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**LANDLORD: GIRL SCOUTS IN THE HEART OF PENNSYLVANIA**

By: 

Name: Jane Ransom

Title: President and CEO

**TENANT: MICHAEL MOWRER, d/b/a MOWRER FARMS LLC**

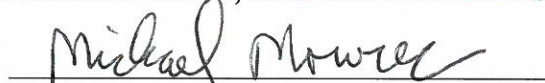
By: 

EXHIBIT "A"

