

LEASE AGREEMENT

THIS AGREEMENT is between the Town of Warner, County of Merrimack, State of New Hampshire, as LANDLORD, and Robert Bower d/b/a Kearsarge Gore Farm, of Town of Warner, County of Merrimack, State of New Hampshire, as TENANT. LANDLORD hereby agrees to rent to TENANT, and TENANT hereby agrees to rent from LANDLORD, real property identified as lot 9 on Town of Warner NH Tax Map 21, located on the Gore Road and owned by the LANDLORD (hereinafter "the property"). TENANT'S rights of occupancy under this AGREEMENT are to consist of exclusive use of the property as more particularly described herein.

OCCUPANCY by the TENANT, and the provisions and covenants contained herein, shall continue to be in force from term to term after the expiration of the first 25-year term, January 1, 2025 through December 31, 2049, upon timely payment of the rent as provided herein. After the expiration of any 25-year term, this agreement shall automatically renew for a successive 25-year term according to the terms herein contained, unless notice is given by TENANT to LANDLORD, or LANDLORD to TENANT, of the intentions of such party to terminate or modify this Agreement not less than thirty (30) days prior to the end of the term of this lease or any renewal hereof, or unless a written extension or modification is signed by both LANDLORD and TENANT.

ANNUAL RENT, due to the LANDLORD on the first day of each year, will be \$100.00, or the amount of what the annual tax bill would be for the property upon the basis of the rate and assessment for the next preceding year, with a further adjustment at the request of either party upon the issuance of the current year's assessment and rate, whichever amount is greater, to be paid to the LANDLORD at Warner Town Hall, P.O. Box 265, 5 East Main Street, Warner, N.H., 03278.

NOTICE, as required or necessary under the terms of this contract, shall be by mail, to LANDLORD at Warner Town Hall, P.O. Box 265, 5 East Main Street, Warner, N.H., 03278, and to TENANT at 173 Gore Road, Warner N.H., 03278.

USE OF THE PROPERTY. The TENANT agrees that the property shall be used for agricultural and forestry purposes only.

SPECIFIC PROVISIONS: The parties to this agreement hereby acknowledge that the following represent the parties' further mutual understandings as to performance of this AGREEMENT:

TENANT shall in a timely manner include the property in TENANT'S farm and forest management plan (which is and/or will be professionally designed by foresters through the United States Department of Agriculture, Natural Resources

Conservation Service).

TENANT shall in a timely manner pay the town a reasonable stumpage fee for any commercial cutting of timber which TENANT might undertake on the property for the release of sugar maple trees.

TENANT agrees to exercise reasonable due diligence to protect and preserve any historical aspects of the property.

LIABILITY: The TENANT agrees to hold harmless and indemnify the LANDLORD from and against all claims that may arise in any way from the TENANT'S use of the property, or that of his guests, invitees, servants or employees.

LANDLORD ACCESS. The TENANT hereby agrees to permit the LANDLORD and his agents at all reasonable times and with reasonable advance notice to TENANT to enter the property and examine the property.

ASSIGNMENT: The TENANT agrees that possession of the whole or any part of the property shall not be assigned, subletted or parted with by him without first obtaining the written consent of the LANDLORD.

MODIFICATION. This agreement can only be modified, amended, rescinded or otherwise changed by a written agreement signed by both principal parties to this agreement, LANDLORD and TENANT.

GOVERNING LAW. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New Hampshire.

AGREEMENT INTEGRATION. This writing constitutes the entire agreement between the parties and includes all promises and representations, express or implied, made by LANDLORD and TENANT and by either of them. NOTHING NOT CONTAINED IN THIS INSTRUMENT IS PART OF THIS AGREEMENT. EACH PARTY HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

LANDLORD: _____ DATE: _____

TENANT: _____ DATE: _____