

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE**

FARM LEASE AND SERVICE AGREEMENT

THIS LEASE, made the ____ day of _____ in the year Two Thousand and Nine (2009)

BETWEEN

**THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE
501 EAST STATE STREET
P. O. BOX 400
TRENTON, NEW JERSEY 08625**

hereinafter referred to as Landlord,

AND

(Producer Name)
Address 1
Address 2

hereinafter referred to as Tenant.

WHEREAS, Landlord owns certain land and improvements hereinbelow described as the Premises and the In-kind Parcel;

WHEREAS, Landlord administers the Premises and the In-kind Parcel as part of _____ Wildlife Management Area under the authority of N.J.S.A. 23:8A-1 et seq.;

WHEREAS, Tenant was the successful bidder on this Lease and Service Agreement at a public auction held by Landlord on _____;

WHEREAS, Landlord has determined that entering into this Lease and Service Agreement is consistent with its mission to protect and to manage wildlife and manage land for outdoor recreation purposes, will not interfere with reasonably anticipated plans for the development, management, and operation of the Premises, and that the best interests of the State of New Jersey will be served by entering into this Agreement; and

WHEREAS, Landlord is willing to enter into this Lease and Service Agreement under the provisions, covenants, terms, and conditions hereinafter described; and

WHEREAS, Tenant has agreed to perform services on a parcel or parcels of land separate and distinct from the Premises, hereinafter referred to collectively as the "In-kind Parcel," in exchange for a reduction in the annual rental payment for the Premises;

NOW THEREFORE, in consideration of the payment of rent by Tenant and the services to be performed by Tenant as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT IN ACCORDANCE with the provisions of N.J.S.A. 23:8A-1 et seq., Landlord does hereby lease to Tenant and Tenant does hereby hire from Landlord for the term hereinbelow provided:

ALL that certain land and improvements thereon ("Premises") designated as Block **, Lot ***** and designated on the Tax Map of the Township of _____, County of _____, State of New Jersey. The Premises, comprising approximately *** acres of cropland, are more fully and

particularly described on the Map of the Premises attached to and made a part of this Agreement as Exhibit A.

AND FURTHER, Tenant does hereby agree to perform services on a parcel or parcels of land within two and one half (2.5) air miles of the Premises ("In-kind Parcel"), the location of which for the first Lease Year is designated on Exhibit C attached hereto and incorporated herein, and the location of which after the first Lease Year shall be designated by Landlord on a yearly basis.

Landlord and Tenant hereby mutually covenant and agree as follows:

1. TERM

A. This Farm Lease and Service Agreement ("Agreement") shall be in effect for a period of five (5) Lease Years ("Initial Term"), commencing on March 1, 2010, ("Effective Date") unless sooner terminated as hereinafter provided, or unless extended pursuant to Paragraphs 1B and 7F herein.

B. Provided that no event of default has occurred and is continuing, Tenant may request that the Term of this Agreement be renewed for an additional five (5) Lease Years ("Renewal Term") by giving Landlord written notice of Tenant's request to renew no less than one hundred and eighty (180) days prior to the scheduled expiration of the Initial Term. The Initial Term and the Renewal Term are hereinafter collectively referred to as the "Term." Landlord reserves the right to disapprove renewal of this Agreement if Landlord determines that Tenant has not satisfactorily complied with the terms and conditions set forth herein or that continued leasing of the Premises is not consistent with reasonably anticipated plans for development and/or use of the Premises by Landlord. If Tenant does not notify Landlord of Tenant's intent to renew as above provided or if Landlord does not offer a renewal Agreement within one hundred twenty (120) days of the scheduled expiration date of the Initial Term, this Agreement shall expire as herein provided. If Landlord offers a renewal Agreement, Tenant shall give Landlord written notice of Tenant's acceptance or rejection of the renewal Agreement at least sixty (60) days before the expiration of the Initial Term. If Tenant fails to notify Landlord of Tenant's acceptance in the manner and within the time above provided, it shall be considered a rejection, and Tenant shall vacate the Premises at the expiration of the Term. If Tenant accepts the renewal Agreement, it shall become effective on the anniversary of the Effective Date. Tenant's right to request renewal of this Agreement shall not be construed as an option to renew. The renewal Agreement may contain reasonable changes including, but not limited to, any change in Rent or description of the Premises.

C. The term of this Agreement may be extended pursuant to Paragraph 7F herein.

2. RENT

A. Tenant shall pay to Landlord an annual rent ("Rent") in the amount of \$**.** per year. Rent shall be due on the Effective Date of this Agreement and for every year thereafter on the anniversary of the Effective Date.

B. Rent is composed of a base amount of \$_____ per year, less the value of the In-kind Services of \$_____ per year, as described in Paragraph 3 herein. The value of the In-kind Services is based on the actual costs of the services as determined by Landlord upon consultation with external sources, which may include Penn State University, and the Farm Service Agency (FSA) and Natural Resource Conservation Service (NRCS) of the United States Department of Agriculture.

i. The value of the In-kind Services shall be a fixed amount. Landlord shall monitor the cost of the services annually by consulting with external sources, which may include Penn State University, the FSA, and NRCS. If the projected cost of specific In-kind Services increases in any given year, Landlord shall accordingly reduce the size of the In-kind Parcel or change the designated In-kind Services, as described in Paragraph 3 herein, so that the value of Tenant's In-kind Services obligation never exceeds the value set forth in Paragraph 2B herein.

C. All Rent shall be paid by check made payable to "Treasurer, State of New Jersey" and delivered to:

Department of Environmental Protection
Division of Fish & Wildlife
P.O. Box 400
Trenton, New Jersey 08625

If any check for payment is returned to Landlord, all future payments shall be made by certified check or money order.

D. Any payment of Rent not made on or before the dates provided in Subparagraph A of this Paragraph shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1.5 %) of the total amount due calculated on the tenth (10th) day of each month after the due date and every thirty (30) days thereafter.

E. The cost of Tenant's compliance with this Agreement shall be "Additional Rent." If Landlord incurs any expense, including reasonable attorney's fees, due to the breach of this Agreement by Tenant or Tenant's failure to perform any obligation of Tenant hereunder, Tenant shall be liable for payment of such expense as Additional Rent added to and as part of the next payment of Rent due to be paid by Tenant. Nonpayment of Additional Rent gives Landlord the same rights against Tenant as if Tenant fails to pay the Rent.

F. If this Agreement is renewed pursuant to Paragraph 1 herein or is extended pursuant to Paragraph 7F herein, the Rent shall be increased at the beginning of the sixth Lease Year (2015) by the same percentage that the Farm Service Agency (FSA) of the United States Department of Agriculture has increased the soil rental rates for the soil classifications applicable to the Premises. If the soil rental rates have decreased or remained stable, the Rent shall remain the same.

3. IN-KIND SERVICES

A. Tenant agrees to perform In-kind Services on a parcel or parcels of land within two and one half (2.5) air miles of the Premises (collectively referred to as "In-Kind Parcel") in exchange for a reduction in Rent, as specified in Paragraph 2B herein. The required In-kind Services shall be mandatory and designated by Landlord on an annual basis. Landlord shall notify Tenant in writing of the In-kind Services to be performed for each Lease Year by February 1 of the prior Lease Year, and Tenant shall sign the document acknowledging receipt thereof. The In-kind Services to be performed in the first Lease Year, the timeframe in which the services are to be performed, and the In-kind Parcel for the first Lease Year are designated in Exhibit C, which is attached hereto and incorporated herein.

B. If the designated In-kind Services for a particular year include planting a crop:

- i. Tenant shall be required to manage the crop and the In-kind Parcel by applying necessary fertilizer, pesticides, and herbicides to facilitate the growth of the crop; and
- ii. Tenant shall not be permitted to harvest the crop.

C. Tenant cannot compensate Landlord for the value of the In-kind Services in exchange for Landlord relieving Tenant of the obligations to perform the In-kind Services.

D. Tenant shall be responsible for providing his/her own equipment to perform the In-kind Services.

4. CONDITION OF PREMISES

The Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by Landlord, including, without limitation, any representations or warranty of fitness for a particular purpose. Tenant has made a physical

inspection of the Premises and has found the same satisfactory for all purposes of this Agreement except for those pre-existing conditions listed in Exhibit B. All pre-existing conditions, including deteriorated conditions of improvements and fixtures and areas containing trash and debris, if any, are described in Exhibit B, which is attached hereto and incorporated herein.

5. USE OF PREMISES FOR AGRICULTURAL PRODUCTION

A. Tenant shall have possession and use of the Premises solely for Agricultural Production Purposes, which shall be limited to the following uses:

- (i) the production and harvesting of crops and plants, excluding nursery stock, sod, hay, trees, fruit crops, and vegetable crops unless specifically permitted by Landlord in Exhibit D, which is attached hereto and incorporated herein; and
- (ii) the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, irrigation, drainage, and water management.

B. Tenant shall not be permitted to use the Premises for greenhouse production, raising of animals, grazing, forestry, mining, and removal of natural resources unless specifically permitted by Landlord in Exhibit D.

C. Tenant shall not use the Premises for any purpose or in any manner other than as expressly provided in this Agreement. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use of the Premises which would in any way: (i) make void or voidable any insurance then in effect; (ii) involve or cause any hazardous or dangerous work conditions, emergency conditions, or other operations detrimentally affecting the health, safety, or welfare of persons on site or the public or the condition of the Premises or neighboring properties; or (iii) violate any federal, State, or local law, ordinance, or rule.

D. Tenant shall not store, maintain, or repair any tangible personal property on the Premises unless such property is directly associated with the agricultural use of the Premises.

E. If Tenant does not use the Premises or any part thereof for a growing season (March 1 to the opening day of small game hunting season as designated by Landlord) without first obtaining Landlord's written approval, Landlord may declare the farm operation abandoned. Thereafter, Landlord may, upon giving thirty (30) days' written notice to Tenant by Certified Mail, Return Receipt Requested, declare this Agreement terminated and make reasonable efforts to relet the Premises. Notwithstanding any other provisions of this Agreement, Tenant shall not be entitled to any opportunity to cure but shall cease all use and occupancy of and vacate the Premises within thirty (30) days of the mailing of the notice of termination. Tenant shall be liable to Landlord for all damages suffered by Landlord by reason of such abandonment and termination.

In the event that Tenant has enrolled the Premises in a subsidized program pursuant to Paragraph 7 herein, and this Agreement is terminated prior to fulfilling the terms of enrollment in the subsidized program, Tenant shall be solely liable for all costs and repayment of funds associated with early withdrawal from the subsidized program.

F. Public recreational hunting activities permissible under N.J.A.C. 7:25-2 shall be permitted on the Premises and In-kind Parcel.

G. Tenant may not obtain depredation permits from the New Jersey Department of Environmental Protection, Division of Fish and Wildlife, or any other State or federal agency for use on the Premises or In-kind Parcel, unless specifically approved by Landlord.

H. Landlord recommends that Tenant harvest all crops grown on the Premises prior to the opening day of small game season, as designated by Landlord (usually the second Saturday of

November). Tenant acknowledges that crops not harvested prior to this date may be damaged and that Landlord is not responsible for compensating Tenant for such damage.

6. FARMING AND CONSERVATION PRACTICES

A. Tenant shall improve, maintain, and operate the Premises in an efficient and careful manner to conserve the Premises. Tenant shall apply to the Natural Resources Conservation Service (NRCS) for a Farm Conservation Plan, on behalf of both Tenant and Landlord, for the conservation and development of soil, water, and related natural resources on the Premises within thirty (30) days of the Effective Date of this Agreement. Tenant shall provide Landlord with a copy of the Farm Conservation Plan (“Plan”) prior to NRCS finalizing and approving the Plan. Tenant shall update the Plan as necessary to conserve the Premises. Tenant shall provide Landlord with a complete copy of the approved Farm Conservation Plan and all updates. Landlord reserves the right to review and approve the Plan and all updates prior to NRCS finalization and approval.

B. Proper implementation of the Farm Conservation Plan by Tenant is a condition of this Agreement. Breach of this condition shall serve as grounds for termination of the Agreement pursuant to Paragraph 26 herein.

C. Tenant shall maintain the basic natural conditions of the Premises that existed on the Effective Date of this Agreement. Tenant shall not undertake any of the following changes to the Premises without first obtaining the express written approval of Landlord:

- (i) clearing land of trees and/or vegetation other than crops; and
- (ii) excavation or grading of soils (not including routine maintenance of hedgerows and vegetation, routine disturbance of soils necessary to plant Tenant's crops)

D. Tenant shall not apply liquid or dewatered sludge, sludge-derived product, or marketable residual product, as defined in N.J.A.C. 7:14A-1.2, to the Premises or the In-kind Parcel.

7. SUBSIDIZED PROGRAMS

A. Tenant may list and/or enroll the Premises or any part thereof in any federal and/or State conservation or set aside program involving the suspension or limitation of crop or pasture production (“subsidized programs”) on the Premises with the written approval of Landlord.

B. Tenant may enroll the Premises in a subsidized program, including a natural resource conservation program administered by the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), within twenty-four (24) months of the effective date of this Agreement, with the approval of Landlord.

C. Tenant shall submit all agreements that Tenant is required to sign in connection with the subsidized program to Landlord and shall not sign any applications, agreements, or other documents in connection with the subsidized program without the written approval of Landlord. Landlord shall respond to Tenant within thirty (30) days of receipt of any such documents.

D. Tenant shall be entitled to any monetary benefits payable under the subsidized program.

E. Tenant, Tenant's heirs, executors, administrators, successors, and assigns assume all risks and liabilities arising out of the enrollment of the farm in a conservation program, and Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each and every of its officers, agents, employees, successors, and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits, claims, demands, or judgments of any nature arising from enrollment of the Premises in a conservation program.

F. If the Premises is enrolled in a conservation program, Tenant and Landlord agree to extend the term of the Agreement for up to ten (10) years from the date of enrollment in the conservation program or for the length of time in which Tenant is required to complete any projects required as a result of enrollment in the subsidized program, whichever is less.

8. CROP DAMAGE

Landlord will avoid actions which cause damage to or destruction of Tenant's crops. Landlord shall not be responsible or compensate Tenant for damage to Tenant's crops because of vandalism, wildlife, fire, explosion, hunting, the elements, or any other cause beyond the reasonable control of Landlord.

9. TENANT'S WATER RIGHTS

A. Water for agricultural use obtained by Tenant under Landlord's water rights shall be used only on the Premises and only for the permitted operations and required obligations of Tenant under this Agreement. Landlord assumes no responsibility to Tenant for any water shortage from the source or sources of water under Landlord's water rights or from any source whatsoever; nor does Landlord warrant the quality or quantity of water obtained from any source or sources.

Tenant shall pay all acquisition, operation and maintenance, repair, diversion, and dispersion costs and any charges and/or water assessments connected with the use of water on the Premises for any purpose of Tenant.

10. IMPROVEMENTS

A. Tenant shall not commence or enter any contract for any physical change to the Premises ("Improvement") without obtaining Landlord's written approval of an Improvement Plan for the proposed Improvement. The Improvement Plan shall include, but not be limited to: (i) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (ii) a schedule for initiation and completion of each project; and (iii) a statement as to whether each project will be performed by Tenant or a contractor.

B. Improvements may include, but are not limited to:

- (i) installation of fencing, gates, locks or chains;
- (ii) any physical change in the landscape;
- (iii) installation of water systems; and
- (iv) soil and water conservation projects designed for the control and prevention of soil erosion and sediment damages, the control of pollution, or the impoundment, storage, and management of water.

C. Landlord's approval of the Improvement Plan shall be based upon Landlord's determination that the proposed Improvement implements Tenant's obligations under this Agreement and is consistent with both the purpose of this Agreement and Landlord's mission to protect and manage wildlife and manage land for outdoor recreation purposes.

D. Approval by Landlord of the plans and reports submitted by Tenant in accordance with this Agreement shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant shall, at Tenant's sole cost and expense, correct or revise any errors omissions or other deficiencies in the plans and Improvements. Approval or acceptance thereof by Landlord shall not be construed as a waiver of any rights of landlord under this Agreement or any cause of action arising out of the performance of this Agreement.

E. Tenant shall obtain and maintain all licenses, permits, and approvals required by the appropriate federal, State, and local authorities for the Improvement. Landlord agrees to fully cooperate with Tenant in obtaining the same. Tenant shall provide Landlord with satisfactory

written evidence that all such licenses, permits, and approvals have been obtained prior to commencement of the Improvement. Tenant shall assure that all work is done in compliance with the State Uniform Construction Code and all requisite licenses, permits, and other requirements of federal, State, and local authorities having jurisdiction.

F. Prior to the commencement of any Improvement, Tenant shall deliver to Landlord certificates of insurance showing that Tenant's contractors and subcontractors have obtained insurance coverage during the period of construction, providing such coverage and amounts as may reasonably be required by Landlord.

G. All Improvements made without Landlord's written consent or for which Tenant cannot document to the satisfaction of Landlord that the Improvement was completed in compliance with the requirements of all federal, State, and local authorities having jurisdiction shall be removed by Tenant on Landlord's written demand. Tenant shall, at Tenant's sole cost and expense, repair any damage to the Premises or any other State property caused by Tenant's construction and removal of any unauthorized or unacceptable Improvement.

H. Upon the completion of any Improvement, Tenant shall, as a condition precedent to acceptance thereof by Landlord, deliver to Landlord: (i) copies of such permanent certificates of occupancy as shall be necessary for the use and occupancy of such Improvement; (ii) copies of the final and complete waiver by Landlord's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against the Improvement or any part of the Premises; and (iii) a complete set of reproducible "as-built" drawings of the Improvement.

11. TITLE TO IMPROVEMENTS AND ACCEPTANCE

A. All Improvements of the Premises by Tenant shall, upon completion in accordance with the approved Improvement Plan therefore and the requirements of federal, State, and local authorities having jurisdiction thereof and upon acceptance by Landlord, become the property of Landlord as part of the Premises without compensation therefore to Tenant except as provided in paragraph 17I herein.

B. Landlord shall accept an Improvement if Landlord determines that it has been completed in accordance with the Improvement Plan approved by Landlord under Paragraph 10 hereof and is in compliance with the requirements of all federal, State, and local authorities having jurisdiction.

12. MAINTENANCE, REPAIRS, AND UTILITIES

A. Tenant shall keep and maintain the Premises and any designated improvements, equipment, and fixtures comprising part of the Premises in a neat, clean, safe, and sanitary condition. Tenant shall not allow any trash, debris, refuse, or any other waste material to accumulate on the Premises. Tenant shall promptly remove from the Premises all trash, debris, refuse, or any other waste, except for those pre-existing conditions described in Exhibit B. Tenant shall, at Tenant's sole cost and expense, remove and dispose of all such trash, garbage, and debris. Tenant shall participate in and comply with any recycling program in effect in the municipality in which the Premises are located. Where public access to the Premises is a required condition of this Agreement, Tenant shall not be responsible for removal of trash, garbage, and debris deposited on the Premises by the public.

B. Tenant shall keep and maintain the Premises and designated improvements in good repair and condition. Landlord and Tenant agree that the base condition of each designated improvement to be maintained by Tenant is as described in Exhibit B. Tenant shall, at all times, keep and maintain the Premises and all designated improvements, utility systems, structural components, equipment, and fixtures comprising part of the Premises in such condition as to minimize the effects of deterioration from age, use, and damage. Tenant shall deliver up peaceable possession of the Premises to Landlord upon the expiration or any termination of the Agreement in as good repair and condition as they were delivered at the commencement of this Agreement, ordinary wear, loss by fire, or unavoidable destruction excepted. Except as provided in Paragraph 17, Landlord shall not be required to maintain or repair the Premises or maintain, repair, or replace

structures, structural components, utility systems, equipment, or fixtures comprising part of the Premises.

C. Tenant shall be responsible for the payment of all utility services including, but not limited to, heating, electricity, gas, telephone, water and sewage. Landlord is not liable for any inconvenience, harm or damage caused by any stoppage or reduction of services not resulting from Landlord's act, omission, or neglect. Such stoppage or reduction shall not justify or excuse Tenant from paying Rent to Landlord.

D. If Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this Paragraph, fails to substantially correct the conditions described in said notice within the period prescribed therein, Landlord may terminate this Agreement or, in its sole discretion, may enter upon the Premises and perform such work as Landlord determines is necessary to correct said condition. The written notice from Landlord, the time period for cure, and any termination for failure to cure shall be in accord with the provisions of Paragraph 26 hereof.

13. COMPLIANCE WITH LAWS

A. Tenant shall, at Tenant's sole cost and expense and in the operation of the Premises and the conduct of any activity thereon, comply with all duly promulgated and applicable federal, State, and local laws, ordinances, rules and orders affecting Tenant's operations and activities on the Premises. Without limiting the scope of the preceding sentence, Tenant shall comply with the provisions of the Division of Fish and Wildlife Rules, N.J.A.C. 7:25-1 et seq., or as subsequently in effect, in Tenant's use and occupancy of the Premises and any activities on adjacent land and waters owned and/or under the control of Landlord.

B. If Tenant is issued a summons or any notice of violation of any duly promulgated and applicable federal, State, or local law, ordinance, rule, or order (including any license, permit, certification, or approval) affecting the Premises or Tenant's operations and activities thereon, Tenant shall immediately forward a copy of the notice or summons to Landlord. Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof by the issuing agency, it shall be deemed a material breach of this Agreement. Tenant shall indemnify Landlord against all liability, claims, loss, or payment of any kind arising from Tenant's failure or omission to comply with any license, permit, certification, authorization, approval, or any duly promulgated and applicable federal, State or local law, ordinance, rule, or order.

14. SECURITY

Tenant shall, at Tenant's sole cost and expense, be responsible for security of the Premises. Landlord shall not be responsible to Tenant, its agents, employees, contractors, or invitees for personal injury, death, and/or loss, damage or destruction of equipment, supplies, materials, or personal property placed or stored on the Premises.

15. TAXES AND ASSESSMENTS

Tenant shall promptly pay when due all taxes and assessments, together with interest and penalties thereon, that are levied upon or assessed with respect to the Premises or the leasehold estate hereby created. Tenant shall furnish to Landlord, within thirty (30) days after written demand therefor, proof of the payment of any such tax or assessment. Tenant's obligation under this Paragraph shall not include payment of "in-lieu" taxes, if any, which are the obligation of Landlord. If any tax or assessment is not paid in full prior to the expiration or termination of this Agreement, said tax or assessment shall remain a continuing obligation of Tenant thereafter.

16. DEVELOPMENT OF STATE PROPERTY

A. This Agreement shall not be construed as affecting, limiting, or restricting Landlord's right to develop and use State-owned land adjacent to and adjoining the Premises for public recreation and conservation purposes.

B. If Landlord determines that the Premises are needed by the State for non-agricultural purposes, Landlord may terminate this Agreement by one hundred eighty (180) days' written notice served upon Tenant by Certified Mail, Return Receipt Requested. In the event of such termination, Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any losses, damages, costs or expenses, or other claims occasioned by such termination; however, Tenant shall be permitted to harvest crops planted prior to receipt of notice of termination. If the Tenant has enrolled the Premises in a subsidized program, and Landlord terminates the Agreement pursuant to this Paragraph, Landlord shall be liable for all costs and repayment of funds associated with early withdrawal from the subsidized program.

C. Tenant shall conduct all operations and activities on the Premises so as not to interfere with, impair, or prevent the development, maintenance, and operation of the Wildlife Management Area and the safe use and enjoyment of the remainder of the Wildlife Management Area by the public.

D. If any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Tenant's activities on the Premises, Tenant shall immediately notify Landlord. Such historic articles are to be left in place until inspection by Landlord, who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the State of New Jersey and shall be surrendered to Landlord representatives.

17. ACCESS TO PREMISES

A. Landlord, its contractors, agents, employees, or designees, shall have the right of ingress and egress on, over, and across the Premises for access to and the maintenance, development, operation, and security of adjacent or other State-owned property.

B. Landlord, its contractors, agents, employees, and designees shall have the right to enter the Premises and any building or structure thereon at any reasonable time for the purpose of:

- (i) consultation with Tenant;
- (ii) inspecting the Premises and Improvements to evaluate Tenant's operation thereof and take such action as Landlord deems appropriate to assure compliance by Tenant with the terms and conditions of this Agreement;
- (iii) taking such action as Landlord determines necessary to assure Tenant's compliance with this Agreement;
- (iv) conducting any underground hydrological or other environmental testing program and/or investigating and remediating any contamination;
- (v) entering the Premises for any purpose related to management of the Premises as part of a Wildlife Management Area after notice of termination of this Agreement is given; and
- (vi) correcting any condition resulting from Tenant's failure or omission to comply with this Agreement or making such repairs or improvements as necessary to assure Tenant's compliance with this Agreement.

C. Landlord shall, in accordance with the nature and extent of the activities to be undertaken as part of its access, exercise its rights in a manner intended to avoid or minimize damage to Tenant's property and crops and to avoid unreasonable interference with Tenant's activities and, except for emergency circumstances, Landlord shall endeavor to provide at least forty-eight (48) hours' notice to Tenant prior to entering upon the Premises.

D. Tenant shall not plant any trees and/or crops within twenty (20) feet of any building, structure, or ingress/egress point to the Premises.

E. Landlord may erect new gates to the access area of the Premises. Any new gate shall be installed in a manner that does not limit or restrict access to the Premises for farm equipment. Landlord shall provide Tenant with the means to unlock the gate.

F. Tenant shall not alter access to the Wildlife Management Area. Tenant shall not lock Wildlife Management Area access gates that are typically unlocked or unlock gates that are typically locked without the prior written approval of Landlord. If Tenant is not sure whether a gate is typically locked or unlocked, it shall contact Landlord prior to locking or unlocking any gates. If a gate is locked by Landlord or Tenant, both shall have a means to unlock the gate.

G. Landlord shall ensure that Tenant has access to the Premises and the In-kind Parcel. Tenant shall notify Landlord immediately if access has been impaired. If restoring access requires a physical change to the Premises, Landlord shall either repair the impaired access or authorize Tenant to make the repair. If Tenant is authorized to make the repair, the repair shall be treated as an Improvement pursuant to Paragraph 10, and Tenant shall be required to obtain Landlord's written approval of an Improvement Plan and the associated cost prior to beginning any work. If Landlord approves the Improvement Plan and the cost, Tenant may deduct the cost of the repair from its next Rent payment.

18. SIGNS

Tenant shall not post or permit or otherwise allow others to post any temporary or permanent signs or advertisements of any description on the Premises without first receiving the express written approval of Landlord.

19. DAMAGE TO PREMISES

A. In the event of any damage to or destruction of the Premises, any Improvements thereon, or any other State property caused in whole or in part by Tenant, its contractors, agents, servants, employees, or invitees arising in whole or in part from Tenant's failure to implement Sound Farming and Conservation Practices (hereinafter collectively referred to as "Damage"), Tenant shall, at Tenant's sole cost and expense, promptly repair such Damage. All determinations as to whether Tenant has implemented Sound Farming and Conservation practices shall be made by Landlord in consultation with NRCS or the appropriate Soil Conservation District on the basis of Tenant's Farm Conservation Plan. If there is no approved plan, Landlord shall make this determination in consultation with NRCS or the appropriate Soil Conservation District. If Landlord determines that such Damage should not be repaired, Tenant shall be responsible to Landlord for the diminution in value of the Premises. In the event that Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this Paragraph, fails to commence and substantially correct the conditions described in said notice, Landlord may, upon being notified by Landlord that Tenant is in violation of the terms and conditions of the Agreement, terminate this Agreement or, in its sole discretion, enter upon the Premises and perform such work as Landlord determines is necessary to correct said conditions. Tenant shall, after written demand therefor by Landlord, reimburse Landlord for all costs incurred by Landlord in performance of such work. Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any loss occasioned by the damage or destruction of the Premises and/or any Improvements thereon. This Agreement shall not be construed to require or obligate Landlord to cause any Damage to the Premises to be repaired for the benefit of Tenant.

B. All repairs by Tenant of Damage to the Premises and/or any other State property comprising part of the Wildlife Management Area shall be completed in accordance with plans and specifications submitted to and approved by Landlord. The parties shall comply with all the requirements and procedures set forth in Paragraph 10 hereof to the same extent as though the repair is an Improvement.

20. INDEMNIFICATION

A. Tenant shall, for itself, its heirs, executors, administrators, successors, and assigns, assume all risks and liabilities arising out of the improvement and maintenance of the Premises and In-kind Parcel, Tenant's use and occupancy of the Premises and In-kind Parcel, and any failure to

comply with the terms and conditions of this Agreement, except if and to the extent that such liability is the direct result of the negligent act of Landlord, its agents, servants, and/or employees, for which the State would be liable under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each and every of its officers, agents, employees, successors, and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits, claims, demands, or judgments of any nature arising from:

- (i) any injury to or the death of any person in or on or any damage to property which occurs in or on the Premises or In-kind Parcel or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Premises or In-kind Parcel, or any part thereof, and construction or repair of any Improvements on the Premises or In-kind Parcel;
- (ii) violation of any agreement or condition of this Agreement by Tenant, its agents, employees, contractors, invitees, or anyone claiming by or through Tenant; and
- (iii) violation of any federal, State or local law, ordinance, rule or order affecting the Premises or Tenant's use thereof.

B. Tenant agrees to have its contractors and consultants defend, indemnify, protect, and save harmless Landlord and release Tenant and Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of, in whole or in part, any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Premises or In-kind Parcel.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against Landlord or Tenant or any of their agents, servants, and/or employees, they shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of their representative.

D. It is expressly agreed and understood that: (i) any approval by Landlord of the work performed and/or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Agreement; (ii) Tenant's liability under this Paragraph shall continue after the termination or expiration of this Agreement; (iii) this indemnification obligation is not limited by but is in addition to the insurance obligations contained in this Agreement; and (iv) the provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Agreement, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Agreement or at law.

21. INSURANCE

A. Tenant shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement and require all of its contractors and subcontractors (including, but not limited to, any person providing any service and/or conducting any activity as part of Tenant's occupancy and use of the Premises and In-kind Parcel) to secure and maintain in force at all times during the construction of any project and/or the provision of any service and/or conduct of any activity as part of Tenant's occupancy and use of the Premises and In-kind Parcel, insurance on the Premises and In-kind Parcel for liability for damages imposed by law and assumed under this Agreement of the types and in the amounts hereinafter provided:

- (i) comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage (including coverage for product liability, protection and indemnity, Tenant owned or operated motor vehicles, broad

form contractual liability, completed operations, and broad form property damage endorsements) against claims for bodily injury, death, or property damage occurring on, in, or about the Premises or In-kind Parcel. Limits of liability shall not be less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and for property damage liability combined single limit;

- (ii) property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, loss, theft, and damage on the personal contents of the Premises. Said insurance shall be in an amount not less than the appraised value of those contents. The value of the contents shall be determined by Tenant using whatever procedure Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all rights of subrogation against Landlord in connection with any loss or damage covered by the policy;
- (iii) worker's compensation and employer's liability insurance as required under the Laws of the State of New Jersey; and
- (iv) such other insurance and in such amounts as may from time to time be reasonably required by Landlord against other insurable risks, which at the time are commonly insured against in the case of premises similarly situated, with due regard to the type of improvements and the type of use and operations to be conducted by Tenant under this Agreement.

B. All insurance required to be maintained by Tenant under this Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name Landlord as an additional insured.

C. When Tenant returns this Agreement, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance required under this Agreement. The certificate of insurance and each subsequent certificate shall be attached to and made a part of this Agreement as Exhibit E. The certificate of insurance shall provide for thirty (30) days' notice in writing to Landlord prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. Tenant shall also provide Landlord with valid certificates of renewal of the insurance upon expiration of the policies and, upon request, provide Landlord with copies of each insurance policy certified by the agency or underwriter to be true copies of the policies provided Tenant.

D. If Tenant fails or refuses to renew any of its insurance policies as required by this Agreement or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, Landlord shall immediately direct Tenant to suspend all of Tenant's use of the Premises under Paragraph 25 of this Agreement and/or terminate this Agreement under Paragraph 26 hereof.

E. Any insurance protection required by this Agreement shall in no way be interpreted to modify, limit, or reduce the indemnification herein made by Tenant to Landlord or to limit Tenant's liability hereunder to the proceeds of or premiums due upon the policies of insurance required to be maintained by Tenant under this Agreement. Nor shall insurance requirements preclude Landlord from taking such other actions as are available to it under any provision of this Agreement or otherwise at law.

F. The limits of the insurance policies described herein shall be increased from time to time to meet changed circumstances including, but not limited to, changes in the purchasing power of the dollar as measured by the changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

22. REPORT OF INJURY

Any injury that shall occur to Tenant, its servants, agents, or invitees requiring medical intervention of which Tenant shall be notified shall be reported to Landlord immediately and in writing within twenty-four (24) hours of the incident.

23. ASSIGNMENT OR SUBLEASE OF PREMISES

Tenant shall not sublease the whole or any part of the Premises, nor shall Tenant assign or transfer this Agreement or Tenant's responsibilities under this Agreement or the operations authorized hereunder, without first obtaining Landlord's express written approval thereof and upon such terms and conditions required by Landlord. Tenant shall notify any prospective assignee or sublessee that any assignment or sublease is void and of no effect unless same is first approved by Landlord. Such assignment or subletting shall be in writing, and Tenant shall furnish Landlord with a copy of same and an agreement in writing wherein the assignee or subtenant assumes and agrees to be jointly and severally, directly, and primarily liable with Tenant to keep, observe, and perform all of the covenants, conditions, and obligations to be kept, performed, and observed under this Agreement on the part of Tenant. Any assignment or sublease made without first obtaining Landlord's express written approval thereof shall be null and void and shall, in the discretion of Landlord, constitute grounds for termination of this Agreement.

24. SUBCONTRACTING FOR PERFORMANCE OF IN-KIND SERVICES

Tenant shall not enter into subcontractor agreements with outside entities to fulfill Tenant's In-kind Services obligations under this Agreement without the prior written approval of Landlord. Before Tenant allows a subcontractor to perform any work or services on the In-kind Parcel, both the Tenant and the subcontractor shall sign a subcontracting agreement, which shall be subject to Landlord's written approval prior to Tenant's execution. In no event shall the Landlord and any subcontractor have any contractual relationship by virtue of the subcontractor's relationship to Tenant. During the Term of this Agreement, Tenant shall indemnify the Landlord and assume all responsibility for all acts and/or omissions of any subcontractor and for its compliance with the respective subcontracting agreement. The subcontract shall include the identical insurance requirements that are set forth in Paragraph 21 of this Agreement. Any subcontract made without first obtaining Landlord's express written approval thereof shall be null and void and shall, in the discretion of Landlord, constitute grounds for termination of this Agreement. Regardless of whether Tenant enters into a subcontracting agreement for performance of In-kind Services, Tenant shall remain solely responsible for fulfilling all obligations, including In-kind Services.

25. SUSPENSION OF OPERATIONS

Tenant shall, at the direction of Landlord, immediately suspend, delay, or interrupt all or any part of its use and occupancy of the Premises as Landlord determines to be appropriate to protect property and public health, safety, and welfare. The primary reasons for issuance of such an order will be: (i) the occurrence of hazardous work conditions; (ii) emergency conditions; (iii) the failure of Tenant to adhere to this Agreement; or (iv) any other reason where the continuation of operations may detrimentally affect the health, safety, and welfare of persons on site, the public, or may detrimentally affect the Premises or neighboring properties. Tenant hereby waives any claim for damages or compensation as a result of Landlord's actions under this Paragraph and the Agreement.

26. TERMINATION

A. Tenant shall comply with the terms and conditions of this Agreement. Failure to comply and/or the existence of any condition which Landlord determines to be in violation of the terms and conditions hereof shall be considered to be a material breach, in which event Landlord may, in addition to any other right or remedy provided for by law or in equity, terminate this Agreement as follows:

- (i) In the event of Tenant's failure to: (a) maintain any of the insurance policies to the extent required under this Agreement or provide Landlord with valid certificates of renewal of insurance upon expiration of the policies; (b) pay when due any Rent, Additional Rent, taxes, or other sums required to be paid by Tenant hereunder; or (c) perform the In-kind Services set forth herein, and the continuation of such failure under either (a), (b), or (c) continues for a period of ten (10) days after Tenant's

receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall in the discretion of Landlord, become effective at the conclusion thereof; and

- (ii) Tenant's failure to perform and/or comply with any of the other covenants, agreements, and/or conditions herein contained. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Tenant shall have thirty (30) days to begin to cure such violation as Landlord shall describe therein and an additional thirty (30) days to substantially cure such violation. If such violation is not substantially cured within said sixty (60) day period, termination shall, in the discretion of Landlord, be effective at the conclusion thereof. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the notice period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to remedy the default as soon as is reasonably possible within the notice period and continues diligently to take all steps necessary to complete such remedy within a reasonable period of time.

B. If Landlord fails to cure any material default of Landlord of which it has been notified by Tenant in writing within the time reasonably required to cure such default, Tenant shall have the right to terminate this Agreement, upon sixty (60) days' written notice of Tenant's intention to terminate hereunder, which right shall be in addition to any and all other remedies available to Tenant.

C. Tenant shall have the right to terminate this Agreement upon ninety (90) days' written notice served upon Landlord by Certified Mail, Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Agreement. Within forty-five (45) days of receipt of Tenant's notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Landlord and Tenant determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Department's receipt of the notice.

D. Expiration of this Agreement or termination hereof by either party shall not release or discharge any payment, obligation, or liability owed to the other party or any third party under this Agreement as of the date of such expiration or termination.

E. If Landlord exercises its right to terminate this Agreement without breach of covenant on the part of Tenant, Landlord shall refund to Tenant any Rent paid in advance for the unexpired Term. If Landlord exercises its right to terminate due to breach by Tenant, or if Tenant exercises its right to terminate this Agreement under Paragraph 26C above, Tenant shall be liable for all Rents due for the Term of the Agreement, subject to any duty to mitigate on behalf of Landlord. In the event that Tenant exercises its right to terminate this Agreement under Paragraph 26C herein, Landlord shall refund to Tenant any Rent paid in advance for the unexpired Term.

F. This Agreement shall not be terminated without providing sufficient time for Tenant to harvest its way going crops except where there has been a material breach by Tenant.

G. If Landlord exercises its right to terminate this Agreement, with or without breach by Tenant, Landlord shall not be liable to Tenant or any other person claiming by or through Tenant for any losses, damages, costs, or expenses (including reasonable attorney's fees) or other claims occasioned by such termination.

H. In the event that Tenant has enrolled the Premises in a subsidized program pursuant to Paragraph 7 herein, and this Agreement is terminated prior to fulfilling the terms of enrollment in the subsidized program, Tenant shall be solely liable for all costs and repayment of funds associated with early withdrawal from the subsidized program. If the Agreement was terminated by Landlord pursuant to Paragraph 16B herein, Tenant shall not be liable for such costs or the repayment of funds associated with early withdrawal from a subsidized program.

I. If Landlord terminates this Agreement due to breach of covenant by Tenant, Landlord reserves the right not to enter into another lease with Tenant on land owned by the Department of

Environmental Protection and reserves the right not to allow Tenant to sublease, or be a subcontractor on, land owned by the Department of Environmental Protection.

27. END OF TERM

In the event of any termination of or upon the expiration of this Agreement, Tenant shall immediately cease all operations on the Premises and deliver up peaceable possession and use of the Premises to Landlord in at least as good condition as it was delivered at the commencement of this Agreement. Landlord may at once re-enter and remove any and all persons occupying the Premises.

If Tenant shall fail to remove any personal property lawfully belonging to and removable by Tenant within the time prescribed by any notice of termination or before the stated expiration of this Agreement, Landlord may appropriate the same to its own use without allowing any compensation therefore, or may remove the same at the expense of Tenant. In the event that Tenant removes any personal property, Tenant hereby covenants to pay any and all damages which may be caused to the property of Landlord by said removal.

28. BANKRUPTCY

If, during the Term of this Agreement, Tenant shall make any assignment for the benefit of creditors, be decreed insolvent or bankrupt, admit in writing Tenant's inability to pay its debts, or if a receiver be appointed for Tenant, then Landlord may, at Landlord's option, terminate this Agreement by serving a notice thereof upon the assignee, receiver, trustee, or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of Rent or liability then accrued and owing to Landlord.

29. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Prior to the commencement of work by any contractor involving construction, alterations, additions, repair, or any other improvement of the Premises, Tenant shall obtain from such contractor, in writing, the contractor's agreement that it will not file liens or assert charges against the Premises or any part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alteration, additions, repair, or improvement of any part of the Premises. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished by Tenant or to anyone using the Premises through or under Tenant and that no mechanic's or other such lien for any such labor or materials shall attach to or affect the interest of Landlord in and to the Premises.

B. Tenant shall not permit to remain and shall promptly discharge, at its own cost and expense, all liens and charges upon the Premises or part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alterations, additions, or repair of any part of the Premises. Upon completion of any work, Tenant shall provide Landlord with a signed copy of any and all lien(s), with said statement indicating that all contractors have been paid and all lien(s) have been discharged.

30. NO DISCRIMINATION

Tenant shall not discriminate against any employee or applicant for employment because of age, national origin, race, creed, color, sexual preference, or sex. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

31. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 and that N.J.S.A. 52:34-19, relating to the procurement and performance of this Agreement, has not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

32. HOLDOVER TENANCY

If Landlord permits Tenant to remain in possession of the Premises after expiration of this Agreement without executing a new Agreement, Tenant shall occupy the Premises subject to all the terms, covenants, and conditions contained in this Agreement unless modified by a subsequent Agreement amendment and/or extension. Such holding over by Tenant shall not constitute a renewal or extension of this Agreement. Landlord may elect to treat Tenant as one who has not removed at the end of its Term and shall thereupon be entitled to all the remedies against Tenant as provided by law.

33. NOTICES

All submissions, approvals, and notices required under this Agreement shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LANDLORD: State of New Jersey
Department of Environmental Protection
Division of Fish and Wildlife
501 East State Street
P. O. Box 400
Trenton, New Jersey 08625

Copy to: State of New Jersey
Department of Environmental Protection
Office of Leases
501 East State Street
P.O. Box 404
Trenton, New Jersey 08625

TO TENANT: Producer Name
Address 1
Address 2

Either party may change such address by mailing to the address above a notice of change at least ten (10) days prior to such change.

34. SUPERSEDES - ENTIRE AGREEMENT - AMENDMENTS

This Agreement supersedes and cancels all previous leases, permits, or agreements covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein. This Agreement may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

35. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to this Agreement to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Agreement with knowledge of any breach thereof by the other party shall not be

deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

36. PEACEFUL ENJOYMENT

Landlord agrees that Tenant, upon paying the Rent and performing the In-kind Services and other covenants contained herein, shall peaceably and quietly have, hold, and enjoy the Premises for the above stated Term.

37. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Agreement, and no person, firm, or entity not a party to this Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Agreement.

38. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

39. SUCCESSION AND BINDING EFFECT

Except as otherwise set forth herein, all of the terms and provisions of this Agreement shall be binding upon and shall benefit Landlord's successors and assigns and Tenant's heirs, executors, administrators, successors, and assigns.

40. PAY TO PLAY (IF APPLICABLE)

A. This Agreement is subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and compliance with said statute shall be a material term and condition of this Agreement.

B. Tenant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

41. PREVAILING WAGE ACT

A. Without limiting the scope of any other provision of this Lease Agreement, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Tenant also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), the Tenant must comply with the federal requirements.

B. Tenant's signature on this Agreement is a guarantee that neither Tenant nor any contractors Tenant may employ to perform work required under this Agreement has been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

42. CORPORATE STATUS AND RESOLUTION (IF APPLICABLE)

When Tenant returns this Agreement, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary. Annually on the anniversary

of the Effective Date, Tenant shall submit to Landlord a current certificate of standing issued by the Secretary and a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Agreement by Tenant for the purposes and subject to the terms and conditions set forth herein, which shall become part of and is attached to this Agreement as Exhibit F.

43. ATTACHMENTS

The following are attached to and made a part of this Agreement:

- Exhibit A - Map of the Premises;
- Exhibit B - Pre-existing Conditions;
- Exhibit C - In-kind Services and Parcel for First Lease Year
- Exhibit D - List of permissible crops (if applicable)
- Exhibit E - Certificate of Insurance;
- Exhibit F - Certified copy of Resolution (if applicable).

44. HEADINGS

The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

45. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term and provisions of this Agreement, shall be valid and enforced to the fullest extent permitted by law.

46. STATE HOUSE COMMISSION APPROVAL

This Agreement shall not be effective unless Landlord obtains from the State House Commission evidence that the State House Commission has approved the execution of this Agreement for the purposes and subject to the terms and conditions herein provided.

47. FISH AND GAME COUNCIL

This Agreement shall not be effective unless Landlord obtains from the New Jersey Fish and Game Council evidence that the Fish and Game Council has approved the execution of this Agreement for the purposes and subject to the terms and conditions herein provided.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Agreement on the date herein below set forth.

**LANDLORD
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: _____
Amy Cradic, Assistant Commissioner

Date: _____

WITNESS:

TENANT: Producer Name

By: _____

This Agreement has been reviewed and approved as to form by:

Attorney General
State of New Jersey

Deputy Attorney General

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on _____, this Agreement between the Department of Environmental Protection, Division of Fish and Wildlife, as Landlord, and _____ as Tenant, was approved by the State House Commission pursuant to N.J.S.A. 52:31-1.1 et seq. and N.J.S.A. 52:31-1.3(a).

Date: _____

By: _____

Secretary

NEW JERSEY FISH AND GAME COUNCIL

I HEREBY CERTIFY that, on _____, this Agreement between the Department of Environmental Protection, Division of Fish and Wildlife, as Landlord, and _____ as Tenant, was approved by the New Jersey Fish and Game Council pursuant to _____.

Date: _____

By: _____