

DRAFT GRAZING LEASE

FOR A PORTION OF THE PROPERTY KNOWN AS THE BODEGA AVENUE PROPERTY

This GRAZING LEASE (“*Lease*”), dated as of [_____, 2019], is by and between [_____, a [California] [_____] [alt. - an individual], (“*Lessee*”) and Juniper Energy LLC, a California limited liability company (“*Lessor*”). Lessor and Lessee are collectively referred to herein as the “*Parties*” or a “*Party*.”

RECITALS

WHEREAS, Lessor owns the property more particularly described in Exhibit A annexed hereto (the “*Property*”).

WHEREAS, Lessor intends to use the Property to graze certain animal livestock and to operate a solar photovoltaic farm to produce electricity for consumption by Sonoma County’s residents;

WHEREAS, Lessee is aware of Lessor’s intention and desires to enter into this Lease under the terms and conditions set forth herein, and acknowledges that the multiple uses of the Property shall be compatible.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Lease of the Premises

1.1 **Description.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, a portion of the Property. The portion of the Property, which comprises the leased real property (the “*Premises*”), consists of approximately 25 acres of pastureland as more fully described in Exhibit B on a non-exclusive basis.

1.2 **Excluded Property.** This Lease excludes the following areas within the Property:

[Insert]

1.3 **Use of Premises.** The Premises is leased to Lessee for the express purpose of feeding and grazing of livestock. Livestock shall consist of sheep only. Human occupancy overnight is not allowed. Commercial wholesale or retail operations are not allowed on the Premises. Lessee shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased. All operations incident to this use of the Premises shall be carried on according to the best course of husbandry practiced in the vicinity including maintaining fencing and providing

firebreaks, as may be required by governmental authority, law, order, rule or regulation, and all additional grazing management practices set forth in Exhibit C.

1.4 **Term**

(a) The initial term of this Lease is for a five year period, beginning upon the beginning of operations of the solar photovoltaic facility (the “**Effective Date**”), which shall occur on or before [_____, 2020], and terminate on the fifth anniversary of the Effective Date. Any extension of this Lease is subject to the discretion and written agreement of the Parties hereto.

(b) Upon termination of this Lease, Lessee covenants and agrees to peacefully and quietly quit and surrender possession of the Premises and all appurtenances to Lessor subject to all the covenants, conditions, terms and agreements of this Lease, and Lessee agrees to pay all monies then due and owing to Lessor at such time, provided for in this Lease, or as a result of operations thereunder by Lessee, or in consequence thereof. Before the expiration of this Lease or the prior termination thereof, Lessee shall, if required to do so by Lessor, restore the Premises to the condition existing at the time of its entrance thereon under this Lease, or to such improved condition as they may have been placed in by Lessor or Lessee during the term of this or any prior Lease, reasonable wear and tear and damaged by the elements or from other causes over which Lessee had no control excepted.

1.5 **Alternative and Compatible Uses.** It is understood that Lessor contemplates the erection and operation of solar photovoltaic electrical generation on the Premises. Lessee hereby acknowledges and agrees that its use of the Premises is on a non-exclusive basis and that its grazing activities will not interfere with the operation and maintenance of the electric generation facility on the Premises.

2. **Rent**

2.1 **Rent Payment.** Lessee shall pay Lessor, [_____] [(\$_____)] for a one-year period upon the Effective Date and thereafter annually on the first day for the next year for each successive one-year period. All required rent payments shall be made payable to Juniper Energy LLC and delivered the address listed in Section 15.4 below.

2.2 **Reduction in Available Land.** In the case of loss of feed due to fire a reduction will be for per acre burned unless said fire was caused by Lessee’s negligence or willful misconduct. (The rate per acre is [\$_____ per year]).

2.3 **Late charges.** Lessee shall pay a late charge equal to 10% of the overdue amount, for any payments due from Lessee to Lessor under this Lease, for each successive 30-day period or portion there of during which the amount due remains unpaid.

2.4 **Security Deposit.** In addition to the above rent, to secure the faithful performance of Lessee's obligations hereunder, Lessee shall provide to Lessor a security deposit in the sum of] five hundred dollars (\$500.00)] on the Effective Date. The security deposit will be deposited in a bank or savings institution in a certificate of deposit or similar investment vehicle in the name of Lessor. All interest earned during the time the funds are retained as a security deposit are payable to Lessee. These funds shall be retained during the entire term of this Lease and any extensions. Lessor may use such amounts as are reasonably necessary to remedy Lessee's default in performance under this Lease including defaults in the payment of rent, repair of damages caused by Lessee, and cleaning of the Premises if necessary. Upon this occurrence, Lessee agrees to reinstate the total security deposit of [five hundred dollars (\$500.00)] upon five days written notice to Lessee.

3. **Operations on the Premises and Restrictions**

3.1 **Utilities.** Lessee agrees to pay the cost of all utilities furnished to it in connection with its use and occupation of the Premises. Lessor is not obligated to provide or pay for any utility services, but in the event Lessor by arrangement with Lessee provides or pays for any utility services, Lessee shall pay Lessor for such services or reimburse to Lessor any payment Lessor has made for such services not later than the first business day of the calendar month following Lessee's receipt from Lessor of a billing statement for said services or reimbursement. Any and all other utility services required by Lessee shall be provided by Lessee at its expense.

3.2 **Improvements**

(a) All improvements constructed or installed under the provisions of this Lease shall become the property of Lessor and shall remain in place and intact upon the expiration or earlier termination of this Lease. Lessee shall not make, or permit to be made, alterations of the Premises, without first obtaining Lessor's written consent. Lessee, during the term and at the termination of this Lease, if not in default hereunder, may remove any of its personal property (including identification signs) from the Premises, which can be removed without causing any damage to the Premises. Any personal property to be removed pursuant to this section must be removed from the Premises prior to the last day of this Lease.

(b) Subject to the prior written approval of Lessor, Lessee shall have the right to erect temporary structures on the Premises as may be necessary or incidental to its use under this Lease. Lessee shall pay any and all taxes imposed on such structures. All such structures shall remain the property of Lessee and Lessee shall remove these structures from the Premises prior to the expiration of the term of this Lease. All property not removed shall be deemed abandoned by Lessee and may be used or disposed of by Lessor in manner whatsoever without compensation to Lessee. Such abandonment shall in no way reduce any obligation of Lessee to restore the Premises.

3.3 **Entry by Lessor.** Lessee understands, acknowledges and agrees that Lessor, its employees and agents, may access the Premises at any and all times while

Lessee grazes its sheep. Lessee and Lessor shall take care to minimize and not interfere with the other Party's business dealings on the Premises.

3.4 **Existing Rights.** Lessee leases the Premises subject to all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, telegraph, telephone, electric and other power transmission lines, railroads, pipelines, and other purposes, whether recorded or not.

3.5 **Mineral Rights.** All rights in all minerals, oil, gas, wind, and other hydrocarbons located on, over or under the Premises are particularly reserved to Lessor and are particularly excepted from the property covered by the terms of this Lease. Lessee expressly grants to Lessor, and to lessees of these oil, gas, wind, and mineral rights, and to Lessor's agents and licenses, a right of entry and a right-of-way for ingress and egress in and to, over and on, the Premises during the term of this Lease for the exploration, drilling, and mining of minerals, wind, oil, gas, and other hydrocarbons on the Premises. Lessee leases the Premises subject to the rights of other lessees under any existing or future oil, gas, and mineral lease or leases affecting the entire or any portion of the Premises, whether recorded or not.

3.6 **Retained Rights.** The rights retained by Lessor under this Lease, including but not limited to:

- (a) Lessor's intended purposes related to development, production and distribution of electrical power,
- (b) Exclusive use by Lessor or its tenants of all areas and facilities on the Premises as described in this Lease, Section 1, and Exhibit B;
- (c) The nonexclusive rights of ingress and egress to the Premises by existing roadways to Lessor and its contractors, tenants, visitors, or assigns, in order to gain access to the Premises; and,
- (d) The nonexclusive water rights to all water wells, springs, ponds and their associated equipment.

3.7 **Hunting.** Hunting or shooting on the Premises is expressly prohibited.

3.8 **Timber Rights.** All timber rights, of every kind and character, in the Premises are reserved to Lessor, which has the right to cut and remove the timber, or otherwise exercise all timber rights, at all times during the term of this Lease. Lessee shall not cut down, destroy, or remove, any trees, or shrubs, known or hereafter standing or growing upon the Premises without the written consent of Lessor.

3.9 **Compliance with Laws.** Lessee shall observe and comply with the requirements of all applicable federal, state and local statutes, ordinances and regulations regarding the Premises. Lessee shall, at its sole expense and cost, procure and keep in force, during the entire term of this Lease and any extension thereof, all permits and licenses required by such statutes, ordinances or regulations. □

4. Representations

4.1 **Premises' Condition.** Lessee has examined the Premises and accepts possession of the Premises in its "AS IS" condition as of the Effective Date. Except as otherwise expressly provided in this Lease, (a) Lessor has no obligation whatsoever to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises, or to incur any expenses with respect to the Premises, and (b) Lessor has no responsibility with respect to the condition of the Premises (including any latent defects). Lessee expressly acknowledges and agrees that Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. Without limiting the generality of the preceding provisions, Lessee, by taking possession of the Premises or any portion thereof, shall conclusively be deemed to have agreed that the Premises were in satisfactory condition as of the Effective Date.

4.2 **Authority.** Each Party represents and warrants (a) that this Lease has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, (b) that there are no actions, suits or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or in equity or before any Governmental Authority which would impair such Party's ability to perform its obligations under this Lease, and (c) that the consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement. If Lessee is not an individual, Lessee shall provide to Lessor, upon Lessor's request, evidence that the execution and delivery of this Lease have been duly authorized by Lessee and that the Person or Persons executing and delivering this Lease on behalf of Lessee have been duly authorized to do so, together with a certified copy of Lessee's articles of incorporation, partnership agreement or operating agreement, as applicable, and all amendments thereto.

5. Liens

Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Project by Lessee and shall keep the Premises and Lessee's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

6. Damage to Lessor Property

In the event of the destruction of or damage to any Lessor property located on or adjacent to the Premises by Lessee, or any of its officers, agents, servants, employees, subtenants, licensees or invitees, Lessee shall promptly repair or replace such property to the satisfaction of Lessor, or pay to Lessor an amount of money sufficient to compensate it for the loss or damage sustained, as Lessor shall elect.

7. Condemnation

7.1 **Partial Condemnation.** If a part of the Premises is condemned for a public use, and the remaining part not condemned is retained by Lessee, this Lease shall terminate, as to the part taken, on the date that a certified copy of the final order of condemnation is filed in the office of the County Recorder. The semiannual rent payable under this Lease shall be adjusted in proportion to the number of acres remaining in the Premises following condemnation. Lessor may, at its option, restore fences and replace access roads lost by the condemnation or Lessor may terminate this Lease in accordance with Section 13 of this Lease. In the event that the Premises is reduced by more than fifty percent (50%), and the remaining acreage is less than that which is acceptable to Lessee, Lessee has the option, upon sixty (60) days written notice to Lessor, to terminate this Lease.

7.2 **Total Taking.** If the entire or a part of the Premises is taken or condemned, all compensation awarded on condemnation shall go to Lessor, with Lessee having no claim to compensation. Lessee irrevocably assigns and transfers to Lessor and right to compensation or damages to which Lessee may become entitled during the term of this Lease by the condemnation of the entire or a part of the Premises.

8. Waste

Lessee shall not commit, or permit others to commit, on the Premises, waste, or a nuisance, or any other act that could disturb the quiet enjoyment of Lessor or any other tenant of Lessor on reserved or adjacent property. Lessee understands and agrees that the storage and/or disposal of the Premises of any hazardous material that is unacceptable to any appropriate agency, whether local, county, state, or national is not permitted in or on the ground or into any drains, wash basins, toilets or the like, including storm drains. Lessee agrees to have any such liquid and/or material removed from the Premises including, if necessary, the hiring of a commercial disposal service, all at Lessee's expense and to the satisfaction of Lessor.

9. Insurance

9.1 **Insurance Requirements.** During the term of this Lease, and for any time period set forth in Exhibit D, Lessee shall provide and maintain in full force and effect, at no cost to Lessor insurance policies with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit D.

9.2 **Insurance Hazards.** Lessee shall not use the Premises nor permit others to use them, nor do or permit acts that will increase the existing rates of insurance on the structures, trees or crops on the Premises, or cause a cancellation of any insurance policy covering, in whole or in part, the structures, trees, and crops; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any articles that are prohibited by the standard form of fire insurance policies. Lessee shall comply with all requirements, applying to the Premises, of any insurance organization or company,

necessary for the maintenance of reasonable fire and public liability insurance covering the structures, trees and crops.

10. Assignment or Subletting

Lessee may not assign this Lease, or any rights under it, and shall not sublet the entire or any part of the Premises, or any right or privilege appurtenant to the Premises, or permit any other person (with the exception of the agents of Lessee) to occupy or use the entire or any portion of the Premises, without first obtaining Lessor's written consent. Lessor shall not unreasonably withhold consent to assignment, sublease, or other transfer of use or possession of the Premises. Consent to one assignment, subletting, occupancy or use by another person is not a consent to a future assignment, subletting, occupancy or use by another person. An assignment or a subletting without Lessor's consent shall be void, and shall, at Lessor's option, terminate this Lease. No interest of Lessee in this Lease shall be assignable by operation of law without Lessor's written consent. No assignment, subletting, or encumbrance by Lessee shall release it from any obligations hereunder.

11. Subordination

This Lease shall be subordinate to any mortgages or deeds of trust by Lessor that may subsequently be placed on the Premises, to all advances made under them, to the interest on all obligations secured by them, and to all renewals, replacements, and extensions of them. Provided, however, the mortgagee or beneficiary in those mortgages or deeds of trust shall recognize this Lease in the event of foreclosure if Lessee is not in default under the terms of this Lease.

12. Hold Harmless; Indemnification

To the extent permitted by law, Lessee agrees to protect, defend, hold harmless and indemnify Lessor, its directors, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Lessor shall become liable arising from Lessee's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected to this Lease.

13. Default; Remedies

13.1 *Events of Default.* Any one or more of the following events shall constitute an "*Event of Default*":

(a) Lessee fails to pay Rent to Lessor when the same is due and payable under the terms of this Lease and such failure continues for a period of ten (10) days after written notice thereof is given to Lessee; or

(b) Lessee abandons and ceases to graze sheep on the Premises for a period of six (6) months or more except when use of the Premises is prevented by fire, earthquake, war, strike or other calamity beyond its control; or

(c) Lessee, whether by action or inaction, fails to timely perform or observe any of the other terms, covenants or conditions of this Lease and such default is not remedied within twenty (20) days after written notice thereof is given to Lessee, provided that if such default cannot, with reasonable diligence, be fully remedied within such 20-day period, Lessee shall have as long as is reasonably necessary to cure such default, but in no event longer than three (3) months after the date such default notice is given to Lessee, provided Lessee commences compliance within such 20-day period (or as promptly as reasonably possible in an emergency) and thereafter pursues compliance to completion with reasonable diligence; or

(d) Lessee fails to discharge any mechanic's or other lien that is its obligation to discharge under the terms of this Lease within the applicable time period provided in this Lease; or

(e) The filing of a voluntary petition by Lessee, or the filing of an involuntary petition by any of Lessee's creditors, seeking the rehabilitation, liquidation or reorganization of Lessee under any Law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Lessee shall have ninety (90) days to cause such petition to be withdrawn or dismissed; or

(f) A receiver is appointed for Lessee or any property of Lessee in any action, suit, or proceeding by or against Lessee and such appointment is not vacated or annulled within ninety (90) days; or

(g) Attachment, execution or other judicial seizure of substantially all of Lessee's assets or this leasehold, which is not dismissed, bonded, or stayed within ninety (90) days; or

(h) The interest of Lessee in this Lease or the rents from the Premises is sold or otherwise transferred under execution or other legal process.

13.2 **Remedies.** Lessor shall have the right to terminate this Lease, in whole or in part, at any time, upon an Event of Default by Lessee. In the event that Lessor terminates this Lease on account of an Event of Default by Lessee of any of the terms and conditions of this Lease, no adjustment in advance rentals paid by Lessee shall be made. Additionally, Lessor shall be entitled to recover, and Lessee shall pay to Lessor, all of the following amounts:

(a) The cost incurred in resuming possession of the Premises;

(b) The costs incurred in performing any obligation on behalf of Lessee which is required to be performed under this Lease; and

(c) An amount equal to the aggregate of all rents and charges assumed hereunder and not theretofore paid, less the net rentals, if any, collected by Lessor on the reletting of the Premises. Such amounts shall be due and payable at the time when the rent under this Lease would become due and payable.

(d) In any and all cases in which provision is made herein for the termination of this Lease, Lessee hereby irrevocably appoints Lessor the agent of Lessee to enter the Premises and remove any and all persons and/or property whatsoever situated into or upon the Premises, and place all or any portion of said property, except such property as may be forfeited to Lessor, in storage for account of and at expense of Lessee; and in such case Lessor may relet the Premises upon such terms as it may deem fit, and if a sufficient sum shall not thus be realized after paying expenses of such reletting and collecting to satisfy the rent and other sums herein agreed to be paid, Lessee agrees to satisfy and pay any deficiency, and to pay expenses of such reletting and collecting. Lessee hereby exempts and agrees to save harmless Lessor from any cost, loss or damage arising out of or caused by any such entry or re-entry into and upon the Premises and/or property and storage of such property by Lessor or its agents. □

14. End of Term

14.1 **End of Term.** At the end of the Term or such earlier date that this Lease terminates or expires Lessee shall peaceably and quietly surrender to Lessor in good order, condition and repair excepting reasonable wear and tear and damage that is not Lessee's obligation to repair, free and clear of all liens, and other encumbrances (except for liens and encumbrances caused or expressly consented to by Lessor), the Premises and all Improvements, which shall be deemed to be and shall automatically become property of Lessor.

14.2 **Personal Property.** Any personal property of Lessee, which shall remain on the Premises after the end of the Term or such earlier date that this Lease terminates or expires, may, at the option of Lessor, be deemed to have been abandoned and either may be retained by Lessor as its property or be disposed of, without accountability, in such manner as Lessor may see fit. Lessee shall reimburse Lessor, as Additional Rent, for all costs and expenses incurred by Lessor in connection with disposing of such property.

14.3 **Holdover.** Lessee expressly waives the benefits conferred by California Code of Civil Procedure § 1161, which relates to the holding over upon grazing land after the termination of a Lease.

15. Miscellaneous

15.1 **Entire Agreement.** This Lease embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

15.2 **Amendment.** This Lease may be amended only with the written consent of both Parties.

15.3 **Independent Contractor.** It is agreed that Lessee shall act and be an independent contractor and not an agent nor employee of Lessor.

15.4 **Notices.** Any and all notices provided under this Lease shall be treated as having been received (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by commercial expedited delivery service providing a receipt for delivery or by telecopy or e-mail by a machine providing automatic, printed confirmation of successful transmission (if the telecopy number or e-mail address, as the case may be, of the Person or Persons to whom the notice is addressed is set forth as part of such Person's address for purposes of this Lease) or by United States Postal Service express mail. All such notices in order to be effective shall be addressed as follows:

If to Lessor:

Juniper Energy LLC
[Address]
[Address 2]
[City], [State] [Zip Code]
Attn: [Name]
Telephone: [Number]
Facsimile: [Number]
Email: [address]

If to Lessee:

[Company]
[Address]
[Address 2]
[City], [State] [Zip Code]
Attn: [Name]
Telephone: [Number]
Facsimile: [Number]
Email: [address]

15.5 **Severability of Provisions.** Each provision of this Lease shall be considered severable and, if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future Law.

15.6 **Non-Waiver.** No consent or waiver, expressed or implied, to or of any obligation hereunder, shall constitute a consent or waiver to the performance of the same or any other obligation hereunder.

15.7 **Titles.** Article and paragraph titles are for descriptive purposes only and shall not control or alter the meaning of the Lease as set forth in the text. As used herein, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

15.8 **Binding Effect.** The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Lessor and the permitted successors and assigns of Lessee.

15.9 **No Merger.** There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises.

15.10 **Applicable Law and Venue.** This Lease and the rights and obligations of the Parties hereunder shall be governed by and interpreted and enforced in accordance with the Laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of San Mateo, or if appropriate, in the United States District Court, Northern District of California, San Francisco, California.

15.11 **Dispute Resolution.**

(a) Unless otherwise mutually agreed to by the Parties, any controversies between Lessee and Lessor regarding the construction or application of this Lease, and claims arising out of this Lease or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

(b) The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of San Mateo County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Lease.

(c) The costs of mediation shall be borne by the Parties equally.

(d) For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Lease, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

15.12 **Authority.** Each Party represents and warrants (a) that this Lease has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, (b) that there are no actions, suits or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or in equity or before any Governmental Authority which would impair such Party's ability to perform its obligations under this Lease, and (c) that the consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement. If Lessee is not an individual, Lessee shall provide to Lessor, upon Lessor's request, evidence that the execution and delivery of this Lease have been duly authorized

by Lessee and that the Person or Persons executing and delivering this Lease on behalf of Lessee have been duly authorized to do so, together with a certified copy of Lessee's articles of incorporation, partnership agreement or operating agreement, as applicable, and all amendments thereto.

15.13 **Counterparts.** This Lease may be executed in any number of counterparts, all of which together shall for all purposes constitute one Lease, binding on all Parties notwithstanding that all Parties have not signed the same counterpart.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument as of the day and year first above written.

LESSOR

Juniper Energy LLC, a California limited liability company

By: _____

Name: _____

Title: _____

LESSEE

[COMPANY], a _____

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE GRANT DEED BETWEEN ROBERT A. ROUMIGUIERE AND BARBARA N. ROUMIGUIERE TO HAROLD B. WATKIN RECORDED FEBRUARY 28, 1975 IN [BOOK 2937 OFFICIAL RECORDS, PAGE 13](#), SONOMA COUNTY RECORDS, SAID POINT DEFINED BY THE INTERSECTION OF COURSES SOUTH 37° 56' 40" WEST 403.96 FEET AND NORTH 77° 20' 30" WEST, 2022.69 FEET; THENCE NORTH 77° 20' 30" WEST FOR 800 FEET; THENCE NORTH 06° 33' 20" EAST, FOR 756.414 FEET; THENCE NORTH 81° 40' 50" EAST, FOR 693.088 FEET; THENCE NORTH 06° 33' 20" EAST FOR 360 FEET; THENCE SOUTH 49° 30' 00" EAST FOR 342.37 FEET; THENCE SOUTH 06° 33' 20" WEST FOR 428.37 FEET TO A POST; THENCE SOUTH 07° 33' 10" WEST FOR 399.24 FEET; THENCE NORTH 84° 19' 20" EAST FOR 41.95 FEET; THENCE SOUTH 12° 59' 10" WEST FOR 61.68 FEET; THENCE SOUTH 37° 56' 40" WEST FOR 403.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
DESCRIPTION OF THE LEASED PREMISES

The entire Property described in Exhibit A.

DRAFT

**EXHIBIT C
GRAZING MANAGEMENT**

[Insert]

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EXHIBIT D INSURANCE REQUIREMENTS

During the term of this Lease, Lessee shall provide and maintain the following insurance policies with the indicated policy limits and endorsements:

A. Commercial General Liability (CGL), with policy limits not less than \$1,000,000 for each occurrence covering bodily injury and property damage;

1. CGL Primary Insurance Endorsement; and

2. This CGL policy shall include an endorsement which adds Juniper Energy LLC, its employees, directors and officers as additional insureds.

B. Business Automotive Liability (BAL), with policy limits not less than \$1,000,000; and

C. Workers' Compensation and Employers' Liability with policy limits of California statutory limits.

All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Lease shall be mailed directly to Lessor