LEASE AMENDMENT TO
AGRICULTURAL LEASE/PERMIT AGRI-8530-1000-1008
And INTERIM LEASE 2207

This Lease Amendment to Agricultural Lease/Permits ("**Lease Amendment**") is made and entered into by and between the United States Department of the Interior, National Park Service ("**NPS**" or "**Lessor**"), an agency of the United States of America, and Jacqueline Grossi and Joyce Arndt (individually and collectively referred to as "**Lessee**"), as of the Effective Date defined below.

Whereas, the Lessee notified the NPS that Lessee had decided to terminate Lessee's ranching operation on or before the Move Off Date (defined below), and that Lessee had entered into a separate Payment Agreement with The Nature Conservancy ("**TNC**"), subject to its terms and conditions, under which Lessee would receive a settlement payment ("**Settlement Payment**") from TNC in consideration for, among other things, vacating the Premises and terminating any and all claims to lease permit interests including in multigenerational ranching which Lessee may have in relation to the Premises or the Park.

Whereas, Lessee and NPS are parties to certain litigation filed in United States District Court in the Northern District of California as Case 3:22-cv-00145 (the "**Litigation**") and the parties to the Litigation have agreed to a settlement to the Litigation as memorialized in a Settlement Agreement ("**Settlement Agreement**");

Whereas, in connection with the Settlement and in consideration of the Settlement Payment, Lessee has requested additional time to remove personal property and equipment from the Premises and conduct certain cleanup and restoration actions on the Premises (collectively referred to as "**Wind Down Activities**") before Lessee surrenders its tenancy and its lease permit interests for multigenerational ranching and vacates the Premises, as further described in that certain Wind Down Agreement between Lessee, NPS, and TNC, which is effective the last date of signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement (the "**Wind Down Agreement**"); and

Whereas, the NPS desires to provide Lessee with additional time to complete its Wind Down Activities in a manner that is protective of Park resources.

NOW THEREFORE, in consideration of the terms, agreements, covenants, conditions and provisions contained in this Lease Amendment, Lessee and Lessor (the "**Parties**") hereby agree as follows:

1. **PREMISES**: Because Lessee's Wind Down Activities apply to lands and improvements leased under Agricultural Lease/Permit #8530-1000-1008, the term **"Premises"** as used in this Lease Amendment comprise the Premises as modified by Interim Lease 2207.

2. **LEASE AMENDMENT**: This Lease Amendment amends Interim Lease 2207 ("**Interim Lease**") which respectively amended Agricultural Lease/Permit #8530-1000-1008 (the "**Original Lease(s)**," collectively with the Interim Lease(s), the "**Lease**") for the Premises. Except as revised or modified herein, the rents, definitions, terms, and conditions of the Original Leases, as amended by the Interim Leases, are incorporated into this Lease Amendment and continue to apply to the respective lands and improvements leased to Lessee under the Lease. By executing this Lease Amendment, Lessee expressly agrees that it is bound by and will comply with the rents, terms, and conditions of this Lease Amendment. In the event of any conflict between the Lease Amendment and the Lease, the Lease Amendment shall control. Any capitalized terms not defined herein shall have the meanings set forth in the Lease.

3. **EFFECTIVE DATE**: The Effective Date of this Lease Amendment is the date of the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

4. **EXTENSION OF LEASE TERM; MOVE OFF DATE**: In order for Lessee to conduct the Wind Down Activities in an orderly fashion and in a manner that is protective of Park resources, the lease term of Interim Lease 2207 is modified as follows. Lessor and Lessee agree that the Lease of the Premises and all amendments thereto, including this Lease Amendment, will terminate on the Move Off Date identified in the Wind Down Agreement ("**Move Off Date**"), and the Lease and Lease Amendment shall expire and have no further force or effect except for terms that explicitly survive by the terms of the Lease and the Lease Amendment. Lessor and Lessee agree that the Move Off Date may be amended according to the terms of the Wind Down Agreement.

5. **WIND DOWN ACTIVITIES**: As a condition of receiving this Lease Amendment, Lessee agrees to perform the Wind Down Activities and comply with the terms and conditions of the Wind Down Agreement, which is attached hereto as Exhibit A and incorporated herein by reference. Lessee's interests related to the use and occupancy of the Premises are solely and expressly limited to the Wind Down Activities and activities that are necessary to conduct during the Wind Down Activities. For example, a Lessee may continue to graze cattle and produce milk until the cattle are sold in accordance with the Wind Down Agreement.

6. **LESSEE'S OBLIGATION TO RESTORE THE PREMISES**: Lessee's compliance with the requirements of this Lease Amendment, and the separate Wind Down Agreement among Lessee, Lessor and TNC, shall satisfy Lessee's obligations under Article 32 of Agricultural Lease/Permit #8530-1000-1008.

7. **OBLIGATIONS REGARDING SURRENDER AND VACATE**: Lessee agrees to surrender and vacate the Premises and Lessor agrees to accept the surrender of the Premises, as of the Move Off Date.

8. **NO HOLDING OVER**: Any holding over by Lessee after the Move Off Date shall not constitute a renewal of any prior lease or give Lessee any rights in or to the Premises.

9. **FINAL RENT PAYMENT**: The rent shall continue at the rate in the existing Lease through the Move Off Date. If Lessee removes all cattle from the Premises prior to the Move Off Date, no further rent for cattle shall be due. If the number of cows is reduced during the Wind Down Period, then the AUM rental rate shall be prorated and adjusted quarterly accordingly. NPS will provide information about the schedule necessary to make such adjustment. Such schedule shall include commercially reasonable time frames.

10. **TERMINATION OF LESSEE'S INTERESTS ON MOVE OFF DATE**:

    a. **REMAINING INTERESTS IN PARK**: Effective on the Move Off Date, Lessee, for itself and its successors and assigns, hereby forever releases, quitclaims, and surrenders to Lessor, its successors and assigns, any and all remaining rights, interests or privileges that Lessee claims in and to the Lease, the Premises and the Park, however acquired or alleged to have been acquired, that have not already been waived or released under the Settlement Agreement, or under Section 5 above. Effective on the Move Off Date, Article 5.3 of Agricultural Lease/Permit #8530-1000-1008 as modified by Interim Lease 2207 will be rescinded and of no further force or effect.

    b. **TERMINATION OF MULTI-GENERATIONAL RANCHING CLAIMS:** Effective on the later of the Move Off Date or TNC providing a certificate stating that either the Payment Agreement has been terminated or ranchers have received the Settlement Payment, Lessee relinquishes, waives, and releases any and all claims for themselves and their successors in interest, known or unknown, to future leases or other agreements for multi-generational ranching, including but not limited to claims under the enabling legislation for Point Reyes National Seashore, 16 U.S.C. Sections 459c et. seq. and any amendments thereto, any policies or regulations issued thereunder, and any other federal laws, regulations, policies, or other congressional documents.

    c. **RELINQUISHMENT OF PERSONAL PROPERTY RIGHTS AFTER MOVE OFF DATE**: NPS shall have the absolute right to remove Lessee personal property after the Move Off Date. Lessee waives any notice requirements and agrees that any such items left on the Premises shall be deemed to have no commercial value.

11. **PAYMENT AGREEMENT**: Lessee and NPS acknowledge and agree that NPS is not a party to the Payment Agreement and has no obligations thereunder whatsoever. NPS acknowledges and agrees that the Payment Agreement is a confidential document between TNC and Lessee and NPS has no rights to view the content of the Payment Agreement.

12. **TAXES AND LIENS**: Lessee warrants that there are no outstanding liens or tax bills against the Premises or any improvements thereon and that Lessee is in compliance with the provisions of the Leases relating to taxes and liens.

13. **NOTICES**: Lessee consents to allowing the NPS to provide information to TNC related to Lessee's implementation of Wind Down Activities.

14. **TNC CONSENT**: The Parties acknowledge that TNC is a third-party beneficiary to this Lease Amendment. This Lease Amendment shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment made without the written consent of TNC.

[Signature page below]

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as Lessor, and Lessee have executed this Lease Amendment by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date 1/7/2025

Anne Altman, Superintendent
"LESSOR"

Date 1-7-2025

(b) (6)

Jacqueline Grossi
"LESSEE"

Date 1-7-2025

(b) (6)

Joyce Arndt
"LESSEE"

EXHIBIT A

WIND DOWN AGREEMENT
FOR THE M RANCH

This Wind Down Agreement ("**Agreement**") is for the Premises (defined below). This Agreement is made and entered as of the Effective Date (defined below) by and among the National Park Service ("**NPS**"), the Lessee (as defined in Section 3 below), and The Nature Conservancy ("**TNC"**).

Whereas, the Premises (commonly known as "M Ranch") as defined in that certain Lease Amendment ("**Lease Amendment**") by and between NPS and Lessee, effective as of even date herewith ("**Premises**"), is located in Point Reyes National Seashore ("**Park**") which is administered by NPS;

Whereas, Lessee and NPS are parties to certain litigation filed in United States District Court in the Northern District of California as Case 3:22-cv-00145 (the "**Litigation**");

Whereas, the Lessee and TNC have entered into a certain Payment Agreement dated as of December 31, 2024 ("**Payment Agreement**") under which TNC would make a Settlement Payment (as defined in the Payment Agreement) to the Lessee for the primary purpose of furthering TNC's conservation mission, in exchange for the Lessee's Termination of Lessee Interests, as defined in the Payment Agreement;

Whereas, NPS is not a party to the Payment Agreement but desires to coordinate with Lessee and TNC regarding certain aspects of such Payment Agreement;

Whereas, as part of effecting the Termination of Lessee Interests including interests in multi-generational ranching in consideration for receiving the Settlement Payment from TNC pursuant to the Payment Agreement, Lessee desires to enter into this Agreement, which provides for the winding down activities and obligations Lessee agrees to and shall complete, such as terminating Lessee's ranching operations, surrendering its lease(s), vacating the Premises, removing personal property and equipment from the Premises, and conducting certain cleanup and restoration actions on the Premises, all of which are further described below (collectively, the "**Wind Down Activities**" and each individually, a "**Wind Down Activity**");

Whereas, except as provided in the Settlement Agreement which is effective as of the date of the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement, to sign the Settlement Agreement (the "**Settlement Effective Date**"), the Parties understand and agree that any obligations not identified herein are the responsibility of NPS or other persons or entities (excluding TNC);

Whereas, TNC desires to ensure that Lessee completes the Wind Down Activities for purposes effecting the Termination of Lessee Interests and TNC of making the Settlement Payment to Lessee, subject to the terms and conditions of the Payment Agreement;

Whereas, NPS desires to ensure that Wind Down Activities conducted by the Lessee are protective of Park resources; and

Whereas, NPS is entering into this Agreement in furtherance of the leasing authority in the Point Reyes National Seashore enabling legislation at 16 U.S.C. § 459c-5.

NOW THEREFORE, the Lessee, NPS, and TNC (collectively, the "**Parties**" and each a "**Party**") hereby agree as follows:

1. **EFFECTIVE DATE:** This Agreement becomes effective on the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

2. **MOVE OFF DATE:** The Lessee's move off date shall be 455 days from the Settlement Effective Date ("**Move Off Date**"). In the event the Parties agree in writing to a revised Move Off Date under Section 7, then such Move Off Date shall be deemed to be the "Move Off Date" for the purposes of Sections 4, 5, and 9 of this Agreement, the Lease Amendment between Lessee and NPS of even date herewith, and the Payment Agreement between TNC and Lessee. In the event Lessee receives an extended cure period to complete Wind Down Activities under Section 7.b. due to a Force Majeure Event, the last date of such cure period shall be deemed to be the "Move Off Date" for the purposes of Sections 4, 5, and 9 of this Agreement, the Lease Amendment entered into between Lessee and NPS of even date herewith, and the Payment Agreement between TNC and Lessee. In the event NPS issues a Final Completion Notice to Lessee prior to the Move Off Date (i.e. NPS agrees that has Lessee completed its Wind Down Activities early), then the date NPS issues such Final Completion Notice shall be deemed to be the "Move Off Date" for the purposes of the Lease Amendment.

3. **LESSEE:** The term "**Lessee**" means: Jacqueline Grossi and Joyce Arndt.

4. **WIND DOWN PERIOD:** On the Effective Date, Lessee shall begin the Wind Down Activities as set forth in this Agreement and complete the Wind Down Activities by the Move Off Date (such time, the "**Wind Down Period**"). NPS shall be responsible for certification of Lessee's completion of the Wind Down Activities, subject to the processes and the TNC Inspection Option (as defined below) in Sections 6 and 7.

5. **WIND DOWN ACTIVITIES:** Starting at the Effective Date, Lessee agrees to conduct the activities stated in Exhibit 1, which is incorporated herein by reference and establishes Lessee's obligations for winding down Lessee's operations on the Premises and the scope of Lessee's cleanup of the Premises.

6. **MEETINGS, SCHEDULE, AND INTERIM PROGRESS APPROVAL:**

a. Wind Down Period Meetings and Notices. NPS and Lessee agree to meet as necessary during the Wind Down Period, and no less than once every two months, to ensure that Wind Down Activities are progressing according to the schedule set forth in **Exhibit 1** (each a "**Wind Down Meeting**"). NPS and Lessee shall notify TNC with a written summary within 5 business days after each Wind Down Meeting (or in a reasonably timely manner agreed to by all Parties in writing) which briefly details, at minimum, the status of the Wind Down Activities and any outstanding matters that may require attention. The Parties shall meet regarding the progress of the Wind Down Activities within 4 business days of TNC's written request (or in a reasonably timely manner agreed to by all Parties in writing) during the Wind Down Period. The Parties agree that time is of the essence related to Wind Down Activities. However, the Parties recognize that, except for the Move Off Date, the other dates in **Exhibit 1** are target dates that may be adjusted with the written consent of the Parties depending on weather, seasons, contractor availability, livestock relocation, livestock marketing availability and logistics, and employee transition issues, among other things.

b. Individual Wind Down Activity Inspections. Lessee may provide a written request to the Superintendent (at the email address provided in the notice section below) that NPS approve any completion of a Wind Down Activity prior to the Move Off Date. NPS shall make best efforts to inspect the completion of the Wind Down Activity in during the next bi-monthly meeting. NPS shall provide written notice to Lessee of NPS's approval or disapproval of the completion of the Wind Down activity within 5 business days of completion of NPS's inspection of the respective Wind Down Activities. If completion of the Wind Down Activity is not approved, then NPS and Lessee will agree on a revision to **Exhibit 1**, if necessary, (e.g., the activities that would be required for approval of completion of the Wind Down Activity and a revised target date for completion, if necessary). Such revision to **Exhibit 1** shall be in writing and subject to prior written approval by TNC. NPS shall keep a written record of the Lessee's completion of individual Wind Down Activities, and promptly provide a copy to Lessee and TNC within 5 business days of completion of NPS's inspection of the respective Wind Down Activities.

c. Final Approval. All Wind Down Activities that receive interim progress approval under Section 6(b) from NPS will be reviewed by NPS during the final inspection to confirm that there has been no change in status.

d. Damage to Premises During Wind Down Period: In the event of natural occurrences (e.g. wind, fire) that damage existing buildings or structures on the Premises during the Wind Down Period, or damage caused by a third-party non-guest of Lessee, Lessee shall bear no responsibility for rebuilding such building or structure. Repair and clean-up

obligations shall be determined through the meet and confer processes in this Agreement.

7. **NPS FINAL COMPLETION NOTICE:**

a. NPS Initial Inspection After Lessee Notice of Completion. Upon Lessee's completion of all the Wind Down Activities, which shall be completed by the Move Off Date, Lessee shall send a written notice to NPS of Lessee's completion, and that the Premises are ready for NPS' inspection (a "**Lessee Completion Notice**"). NPS shall complete its inspection of the Premises within 10 business days of receipt of Lessee's Completion Notice. NPS may extend this inspection period for 5 additional business days by written notice to Lessee. After completing its inspection, NPS shall provide written confirmation of Lessee's completion or non-completion of the Wind Down Activities to Lessee and TNC. NPS shall provide such written confirmation to Lessee and TNC no later than 10 business days from completion of its inspection.

i. Lessee Completion of Wind Down Activities. If NPS deems that Lessee has completed its Wind Down Activities by the Move Off Date, NPS shall provide a written Final Completion Notice ("**NPS Final Completion Notice**") to Lessee and TNC no later than 10 business days from completion of its inspection (the "**NPS First Notice Deadline**"). If NPS deems that Lessee has satisfactorily completed the Wind Down Activities in sections 4-12 of Exhibit 1 by or before the Move Off Date, NPS shall issue a Final Completion Notice.

ii. Lessee Non-Completion of Wind Down Activities. If NPS determines that Lessee has not satisfactorily completed the Wind Down Activities by the Move Off Date, then NPS will provide a written notice identifying the deficiencies and the actions and timeline required of Lessee to cure the deficiencies ("**NPS Deficiency Notice**"), to the other Parties within 10 business days of completing its inspection.

1. Parties Agree with NPS Deficiency Notice. If Lessee and TNC agree with the NPS Deficiency Notice, Lessee and TNC shall provide written notice to NPS of their agreement, and Lessee shall perform the actions in the NPS Deficiency Notice to cure the deficiencies within the timeline identified in the NPS Deficiency Notice by the adjusted Move Off date as agreed by the Parties. Upon Lessee's cure of the deficiencies according to the NPS Deficiency Notice, Lessee shall send a written notice to NPS and TNC of Lessee's completion ("**Cure Notice**") and that the Premises are ready for NPS' inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Cure Notice.

a. Lessee Cures. If NPS deems that Lessee has satisfactorily cured the deficiencies set forth in the NPS Deficiency Notice, NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

b. Lessee Does Not Cure. If NPS deems that Lessee has not cured the deficiencies in the NPS Deficiency Notice, NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Cure Deficiency Notice**"). NPS shall provide such Cure Deficiency Notice to Lessee and TNC no later than 2 business days from completion of its inspection. In the event NPS provides a Cure Deficiency Notice, the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement

2. Parties Do Not Agree with NPS Deficiency Notice. If all the Parties agree that the deficiencies are due to a Force Majeure Event (as defined below), then Section 7.b. shall apply. If Lessee disagrees with the NPS Deficiency Notice or the Parties disagree whether the deficiencies are due to a Force Majeure Event (as defined below), then the Parties agree to meet within 10 business days of receipt of the NPS Deficiency Notice to attempt to resolve the matter. If the Parties agree on a written resolution, which shall include a revised schedule (the "**Revised Schedule**") and identify the activities and the timeline for Lessee to complete the Wind Down Activities, within 15 business days of their meeting (the "**Resolution Deadline**"), then Section 7.a.ii.2.a shall apply. The Revised Schedule may include a revised Move Off Date if the cure period set forth in the Revised Schedule extends beyond the Move Off Date. If the Parties cannot agree on a written resolution by the Resolution Deadline, then NPS shall provide a new deficiency notice that is revised as appropriate to reflect the outcome, if any, of the resolution process ("**Revised Deficiency Notice**"), and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

a. Inspection for Revised Schedule. Upon Lessee's cure of the deficiencies according to the Revised Schedule, Lessee shall send a written notice to NPS and TNC of Lessee's completion ("**Second Completion Notice**"), and that the Premises are ready for NPS' inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Second Completion Notice.

i. Lessee Cures. If NPS deems that Lessee has satisfactorily cured the deficiencies set forth in the Revised Schedule, NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

ii. Lessee Does Not Cure. If NPS deems that Lessee has not cured the deficiencies in the NPS Deficiency Notice or Revised Schedule, as applicable, NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Second Deficiency Notice**"). NPS shall provide such Second Deficiency Notice to Lessee and TNC no later than 2 business days from completion of its inspection. In the event NPS provides a Second Deficiency Notice, then the Parties shall initiate the meet and confer process set forth in the Settlement Agreement.

b. Lessee Force Majeure Event. In the event NPS has issued a NPS Deficiency Notice or the Wind Down Activities are otherwise not resolved by the Move Off Date and Lessee's failure to complete the Lessee's Wind Down Activities prior to the Move Off Date is due to unforeseen circumstances that make Lessee's performance illegal, extraordinarily difficult, or impossible, such as extreme weather, or health or safety operation restrictions such that Lessee is reasonably rendered unable wholly or in part to complete Lessee's Wind Down Activities through no fault of its own (each a "**Force Majeure Event**"), then Lessee may request that the Parties, by mutual agreement, extend the Move Off Date by a reasonable amount of time (not to exceed an additional 90 days from the Move Off Date unless otherwise agreed to by the Parties).

i. Force Majeure Meet and Confer. The Parties agree to meet within 10 business days of receipt of such a written request from Lessee to consider whether the period for remedy or cure and the Move Off Date will be extended to up to 90 days. If the Parties do not agree on a resolution at the meeting. NPS shall issue a Revised Deficiency Notice and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

ii. If the Parties Agree on a Resolution at the Meeting. If the Parties agree on a resolution at the meeting, within 15 days of their meeting, the resolution shall identify the deficiencies that Lessee must cure and include a revised schedule (the "**Force Majeure Schedule**"). The Force Majeure Schedule may include a revised Move Off Date if the cure period set forth in the

Force Majeure Schedule extends beyond the Move Off Date (the "**Force Majeure Deadline**"). Lessee shall use best efforts to mitigate the effects of such Force Majeure Event, remedy its inability to perform, and complete Lessee's Wind Down Obligations as soon as practicable.

iii. Force Majeure Completion. Upon Lessee's completion of all the Wind Down Activities, Lessee shall send a written notice to NPS and TNC of Lessee's completion ("**Force Majeure Completion Notice**"), and that the Premises are ready for NPS inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Force Majeure Completion Notice.

1. If NPS Deems that Lessee has Completed its Wind Down Activities. If NPS deems that Lessee has completed its Wind Down Activities, then NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

2. If NPS Deems that Lessee has not Completed its Wind Down Activities. If NPS deems that Lessee has not completed its Wind Down Activities, then NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Force Majeure Deficiency Notice**") no later than 2 business days from completion of its inspection. In the event NPS provides a Force Majeure Deficiency Notice, then the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

iv. Lack of Lessee Notices. In the event Lessee fails to provide the Lessee Completion Notice, Cure Notice, Second Completion Notice, Force Majeure Completion Notice, or any other notices from Lessee which trigger NPS inspection obligations, the NPS shall have the right, but not the obligation, to waive the absent notices and conduct NPS's inspections to determine whether Lessee's Wind Down Activities have been completed. If NPS opts to make such inspections, then NPS's inspections and notices shall be governed by the timelines for NPS performance under the Section in this Agreement that is applicable to the current stage of the inspection process.

v. Agency Delays. In the event Lessee is unable to complete a Wind Down Activity due to an unreasonable delay of an approving government agency (excluding NPS), the Parties shall meet and confer to determine a solution. If the Parties cannot agree on a written resolution by the Resolution Deadline, then NPS shall provide a Revised Deficiency Notice that details the agency caused delay and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

vi. Government Shutdown. Any time constraints or deadlines on NPS in Sections 6 and 7 will be tolled by the number of days of the government shut down in the event of a government shutdown. NPS agrees to make reasonable efforts to have members of NPS staff that are responsible for carrying out this Agreement be designated as essential staff that are permitted to work during a government shutdown. If such NPS staff are able to work during a government shutdown, then there shall be no tolling of NPS time constraints or deadlines.

vii. Payment Agreement and TNC Inspection Option. If NPS fails to conduct any inspections under Section 7 after receiving a notice of Default under Section 11, the Parties agree that TNC shall have the right, but not the obligation, to rely on TNC's own inspection to determine whether Lessee's obligations to TNC have been met under this Payment Agreement (the "**TNC Inspection Option**"). If TNC exercises the TNC Inspection Option, then TNC shall provide written notice to NPS and Lessee and TNC shall make reasonable efforts to complete its inspection of the Premises within 15 business days of sending notice of TNC's exercise of its TNC Inspection Option. After completing its inspection, TNC shall provide written confirmation to Lessee and NPS of Lessee's completion or non-completion of the Lessee's obligations to TNC under this Agreement. TNC shall provide such written confirmation to Lessee and NPS no later than 10 business days from completion of its inspection.

8. **SETTLEMENT PAYMENT:** Lessee and TNC acknowledge and agree that NPS is not a party to the Payment Agreement and has no obligations thereunder whatsoever. NPS acknowledges and agrees that the Payment Agreement is a confidential document between TNC and Lessee and NPS has no rights to view the content of the Payment Agreement.

9. **LESSEE'S REPRESENTATIONS AND WARRANTIES ON MOVE OFF DATE:** As a condition of obtaining the Settlement Payment from TNC and obtaining the waivers in the Settlement Agreement from the NPS, Lessee agrees to execute the certificate attached hereto as **Exhibit 2** on the Move Off Date and deliver the certificate to NPS and TNC.

10. **ENVIRONMENTAL LIABILITIES REPRESENTATIONS AND WARRANTIES:**

a. To facilitate the allocation of environmental liabilities related to the Premises, NPS agreed to contract for a Phase 1 Environmental Assessment ("**Repor**t") for the Premises. As part of the Phase 1 process, Lessee was interviewed by and provided documentation to NPS's contractor related to actual or potential releases, discharges or disposals of Hazardous Materials (as defined in Exhibit 2) in, on, under, or from the Premises.

b. The Parties received a copy of the Report dated May 31, 2024. The Report identified three (3) Recognized Environmental Conditions ("**RECs**") and one (1) Historic Recognized Environmental Condition ("**HREC**") on the Premises.

c. Lessee represents and warrants that, during the interview for the Phase 1 Report and through any follow-up communications with NPS or NPS's contractor, Lessee disclosed all information known to Lessee regarding the presence of Hazardous Materials in, on, or under the Premises; that Lessee reviewed and commented on the draft Phase 1 Report; and that the portions of the Phase 1 Report that relate to Lessee's activities on the Premises are fair and accurate to the best of Lessee's knowledge.

d. NPS represents and warrants that it reviewed and commented on the draft Phase 1 Report.

e. NPS and Lessee each had the opportunity to conduct further investigations on the Premises, and each decided not to conduct such testing prior to entering into this Agreement.

f. NPS and Lessee have reached an agreement on the allocation of responsibilities for the RECs and the HREC. Any cleanup and remediation tasks assigned to Lessee are identified in **Exhibit 1**.

g. The Parties agree that TNC does not assume any liability for a REC, HREC, or other environmental liability under this Agreement. The Parties further agree that TNC makes no representation or warranty regarding a REC, HREC, or other environmental liability under this Agreement.

11. **DEFAULT:** It shall be a default hereunder if any Party fails to perform any of its obligations hereunder and such failure continues for a period of 5 days after written notice from a non-defaulting Party specifying in reasonable detail the nature of the failure, provided that if there is a longer cure period that is expressly allowed by this Agreement then that longer cure period shall control. A Party shall not be in default hereunder if the Parties have not completed an applicable meet and confer process under this Agreement (including, where applicable, the process provided under Section 25 of the Settlement Agreement), or if a Party is in compliance with a mutually agreed a revision of such Party's obligation deadline (e.g. the Revised Schedule). If a Party does not cure within the applicable cure period and all applicable meet and confer obligations have been completed (including those meet and confer obligations under the Settlement Agreement), then a Party shall have the right to file an action to enforce its rights under this Agreement in a court of competent jurisdiction. In such action, the Parties may seek all available remedies, including without limitation specific performance, but excepting damages. In addition, if Lessee does not cure within the applicable cure period and meet and confer obligations have been completed (including those meet and confer obligations under the Settlement Agreement), then TNC may elect to terminate TNC's participation and obligations under this Agreement without penalty. The Parties' remedies under this Agreement shall be in

addition to, and not exclusive of, any remedies they may have under any other agreement, including without limitation the Settlement Agreement, the Payment Agreement, and the Lease Amendment.

12. **NOTICE:** Any certificate, notice, demand, request, consent or approval that any Party desires or is required to give to another Party under this Agreement will be in writing and will be sent to the following relevant addresses by the means included in this section:

If to TNC:

The Nature Conservancy
California Regional Office
830 S Street
Sacramento, CA 95811
Attn: Legal Department
Email: Notice_CALegal@tnc.org
Telephone: 916-449-2850
for courier purposes only

with a copy to:

The Nature Conservancy
California Regional Office
830 S Street
Sacramento, CA 95811
Attn: Michael Bell
Email: mbell@tnc.org
Telephone: 916-449-2850
for courier purposes only

If to NPS

Superintendent
Point Reyes National Seashore
1 Bear Valley Road
Point Reyes Station, CA 94956
(415) 464-5101
pore_superintendent@nps.gov

If to the Lessee:

Jacqueline Grossi
(b) (6)

Joyce Arndt
(b) (6)

Email notice shall be required for every notice, request, or confirmation required under this Agreement. Written notices, requests, or confirmations may be sent by any of the following means, provided that an email copy is also sent contemporaneously: (i) by delivery in person, (ii) by certified U.S. mail, return receipt requested, postage prepaid, and (iii) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. Where email notice is expressly required under this Agreement and email services are not available due to technology or utility system outages, then any other means provided under this Section may be used. Telephone numbers are provided above for use in connection with "overnight" deliveries, not for giving notice by telephone. Notices delivered in person will be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed given on the date deposited with the U.S. Postal Service. Notices sent by Federal Express or other reputable "overnight" delivery service will be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by email will be effective on the date sent. Any party may, from time to time, by written notice to the other Parties, designate a different address or email address, which will be substituted for the relevant one(s) above specified.

13. **MISCELLANEOUS**:

a. Entire Agreement; Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties. It is further understood and agreed that no Party is relying upon any statement or representation, oral or written, not expressly embodied in this Agreement.

b. Headings. The headings of the various paragraphs of this Agreement are intended solely for reference purposes and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

c. Successors and Assigns. The terms and conditions of this Agreement will apply to and bind the heirs, executors, administrators, successors, related entities, and assigns of Lessee and will inure to the benefit of the successors and assigns of TNC. If two or more persons are named as Lessee, their obligations shall be joint and several.

d. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument. Signed signature pages of this Agreement may be transmitted by fax, by email, or by any other electronic means, and any such signature will have the same legal effect as an original signature.

e. Survival. Any portions of this Agreement which by the nature of their terms shall survive the expiration or termination, including but not limited to the covenants, indemnifications,

representations, warranties, default provisions, limits on liability, and remedies set forth in this Agreement.

f. Validity. If any provision of this Agreement is held invalid, the other provisions will not be affected by such invalidity. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party will be employed in the interpretation of this Agreement.

g. Calendar Day. Unless otherwise specified in this Agreement, all reference to "days" in this Agreement shall be to calendar days, and all references to "business days" shall mean days other than a Saturday, Sunday, legal holiday or other day on which national banks are not open for general business in the State of California. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

[Signature page follows]

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as NPS, Lessee, and TNC, have executed this Agreement by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date: 1-7-2025

Anne Altman, Superintendent
"LESSOR"

Date: 1-7-2025

(b) (6)

Jacqueline Grossi
"LESSEE"

Date: 1-7-2025

(b) (6)

Joyce Arndt
"LESSEE"

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

Date: _____

Scott Morrison
Interim Director, California Business Unit

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as NPS, Lessee, and TNC, have executed this Agreement by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date: _____

_____
Anne Altman, Superintendent
"LESSOR"

Date: _____

_____
Jacqueline Grossi
"LESSEE"

Date: _____

_____
Joyce Arndt
"LESSEE"

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

Date: 1/6/25

_____
Scott Morrison
Interim Director, California Business Unit

Exhibit 1 to Wind Down Agreement for M Ranch

Lessee's Wind Down Tasks

1. MOVE OFF DATE
    a. The Move Off Date for M Ranch is 455 days from the Effective Date of the Wind Down Agreement.

2. EFFECTIVE DATE
    a. The Effective Date of the Wind Down Agreement is the date of last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

3. GENERAL CONDITIONS
    a. All capitalized terms in this Exhibit have the same meanings as in the Wind Down Agreement and Lease Amendment.
    b. This Exhibit identifies performance milestones and interim dates to encourage and support an orderly wind down of Lessee's operations in accordance with the Wind Down Agreement. Interim dates included in this Exhibit are targets agreed to by the Parties to show diligent progress toward completion of all actions by the Move Off Date.
    c. Lessee and NPS will meet within 30 days of the Effective Date of the Wind Down Agreement to discuss and agree upon the target dates for all actions listed below where a date has not already been included in this Exhibit.

4. REMOVAL OF LIVESTOCK AND OTHER ANIMALS

    a. Cattle: Dates for Lessee to remove all cattle from the Premises are:
        i. Target date for grazing cattle to be relocated from the Premises is the Move Off Date.
        ii. Lessee shall remove all cattle from the Premises by the Move Off Date.
    b. Other livestock:
        i. The Interim Lease authorizes a small herd of sheep on the Premises. Lessee shall remove all sheep from the Premises by _____ but no later than the Move Off Date.
        ii. There are no other livestock authorized at M Ranch.
    c. Other animals:
        i. Lessee shall remove all pets and other domestic animals from the Premises concurrent with move off from residential units.

ii. Lessee shall remove Guardian Animals from the Premises by the date on which sheep are removed.

5. REMOVAL OF PERSONAL PROPERTY FROM RESIDENTIAL BUILDINGS

a. Residential Structures: Lessee shall remove all furniture and Personal Property (including appliances) from the residential structures and shall leave all residential structures in a broom clean condition. Notwithstanding the foregoing, built in appliances (e.g. under-counter dishwashers, wall ovens, etc.) may remain in place at Lessee's option.
    i. 1962 Residence: 1 Stories, 3,781 SF
        1. Target date to vacate is _____.
    ii. 1965 Residence: 1 story, 2,518 SF
        1. Target date to vacate is_____
    iii. Residence: 1 Story, 300 SF
        1. Target date to vacate is _____
    iv. Employee Residence and Garage: 1 story, 1100 SF VACANT
        1. This residence is unoccupied. Lessee agrees to maintain this residence in an unoccupied state.
        2. Lessee notes that a former tenant still has personal property in the unit and garage. Lessee is responsible for ensuring that the residence and garage are cleaned out in accordance with subparagraph (a) above.

b. Septic System:
    i. Lessee shall have all septic tanks pumped by the Move Off Date, Lessee shall maintain septic services for tenant-occupied structures for up to 6 months after the Move Off Date and pump them at that time.

6. REMOVAL OF PERSONAL PROPERTY AND EQUIPMENT FROM NON-RESIDENTIAL BUILDINGS AND OUTSIDE AREAS

a. As outlined below, Lessee agrees to remove all equipment, materials, supplies, Personal Property and debris (collectively "Items") from the following buildings and from outside areas. The NPS and Lessee have agreed that these Items will be removed from the Premises by Lessee as part of Lessee's cleanup responsibilities.
b. Historic Buildings
    i. Grade A Dairy: ~2,914 SF.
        1. The target date for Lessee to remove all Items from the Grade A Dairy is _____.
    ii. Horse Barn ~2,880 SF.

1. The target date for Lessee to remove all Items from the Horse Barn is _____.
2. NPS notes that this building includes stored materials outside of the structure as well as in areas below the floor on the downslope side of the building.

iii. Old Milking Barn ~7,280 SF
1. The target date for Lessee to remove all Items from the Old Milking Barn is _____.

iv. Feed Barn ~5,626 SF
1. The target date for Lessee to remove all Items from the Feed Barn is _____.

c. Non-Historic Buildings

i. Field Barn ~3,700 SF
1. The target date for Lessee to removal all Items from the Field Barn is _____.

ii. Shop and other outbuildings adjacent to 1965 Residence.
1. The target date for Lessee to remove all Items from the shop and other outbuildings is _____.

iii. Wood Shed ~1,640 SF
1. The target date for Lessee to remove all Items from the Wood Shed is _____.

iv. Garage 1: ~597 SF –
1. The target date for Lessee to remove all Items from the Garage 1 is _____.
2. An old generator is housed adjacent to Garage 1. The target date for Lessee to remove and dispose of the generator is _____.

v. Shed 1: ~321 SF –
1. The target date for Lessee to remove all Items from the Shed 1 is _____.

vi. Garage 2: ~285 SF –
1. Adjacent to RV Storage.
2. The target date for Lessee to remove all Items from Garage 2 is _____.

d. Removal of Other Property from the Premises

i. Lessee shall remove the shipping container adjacent to the Grade A Dairy.

ii. Lessee shall remove all exterior equipment and debris from the Premises identified at various locations, including the boneyard away from the ranch core.

iii. Lessee shall remove all dog runs and associated fencing once pets are removed from the Premises by the Move Off Date.
iv. All stanchions, corrals, pipe fencing outside of existing structures within the Ranch core may be removed from the Premises for salvage or sale.

7. REMOVAL OF RESIDENTIAL TRAILERS/MOBILE HOMES

a. There are a number of Travel-Trailer RVs that are Lessee's Personal Property that will be removed from the Premises by the Move Off Date.

8. REMOVAL OF OIL AND PETROLEUM PRODUCTS, HAZARDOUS MATERIALS AND CHEMICALS, USED OIL AND ALL STORAGE CONTAINERS

a. The Ranch is a registered chemical storage facility according to the CalEPA Regulated Sites Portal. The facility reports storing the following chemicals:
    i. Gasoline (120-599 gallons)
    ii. Diesel Fuel No. 2 (120-599 gallons)

b. Lessee will remove all oil and waste oil, and gasoline storage and dispensing tanks on the Premises by the Move Off Date. Items to be removed under this condition include all non-affixed items as well as above ground storage tanks and drums which were identified during the 2022 EBS survey.
    i. Three (3) aboveground petroleum fuel storage tanks. According to Ranch personnel, these tanks are used for fueling agricultural equipment.
        1. One (1) empty diesel storage tank with an estimated 500-gallons capacity located in the Horse Barn;
        2. One (1) diesel storage tank with an estimated 350-gallons capacity located outside in a secondary containment basin;
        3. One (1) gasoline storage tank with an estimated 200-gallons capacity located outside in a secondary containment basin;

c. Lessee will remove all containerized (intact or not intact) Hazardous Materials on the Premises. The 2022 EBS Survey identified that the primary locations where such Items were stored is the Horse Barn and Grade A Dairy.

9. REMOVAL OF USED TIRES/NON-STRUCTURAL DEBRIS

a. Not applicable. The NPS is not aware of any waste tires on M Ranch.

b. The Phase I Environmental Site Assessment identified the presence of a ranch bone yard (storing various items associated with ranch activities) as REC 1, approximately ½ mile northeast of the ranch core and adjacent to one of the ranch ponds.
    i. All materials at that location shall be removed by the Move Off Date.
c. In July 2024, NPS was notified of a potential household waste dump in a riparian corridor northeast of the ranch core that likely includes structural and non-structural debris.
    i. Lessee shall patrol and remove all non-structural materials that are accessible and can be removed by hand.
    ii. Lessee shall notify NPS when cleanup is complete so that NPS can conduct a confirmation survey. This action may be completed at any time after Effective Date, but no later than the Move Off Date.

10. RESTORATION OF THE PREMISES: Lessee's obligations to restore the Premises are as follows:

a. Livestock and Potable Water Systems:
    i. Lessee shall identify to the NPS in writing the location of all elements associated with the Livestock and Potable water systems within 30 days of the Effective Date.
    ii. Livestock water systems may be left in place at Lessee's option. Lessee shall identify components of the systems that they consider Personal Property and plan to remove. Systems that are left in place shall be left in a condition where they will not cause runoff or leak (e.g. valves to troughs turned off). How the water system is bypassed (e.g. at spring or other overflow points) must be documented to the NPS with item (i) above.
    iii. If the Lessee plans to remove the pumps or components associated with the water system, Lessee shall notify the NPS and cap incoming and outgoing lines to prevent contamination.
    iv. If the Lessee chooses to remove components of these systems, Lessee shall coordinate with the NPS regarding planned removal to ensure avoidance of sensitive resource areas.
b. Pasture Fences:
    i. Loose wire or broken wire (smooth and barbed wire) that is on the ground or disconnected from existing fence lines shall be removed from fenced areas of the Premises by Lessee.
    ii. If Lessee desires to remove fences (electric or non-electric fencing) that were installed with approval of the NPS, Lessee shall contact the NPS in writing and identify the fencing to be removed for NPS consideration. The NPS must approve in writing any fence removals before the removal may happen.

iii. Any electric fencing that remains must be disconnected from the grid by Lessee.
iv. For fencing that is removed, all components of those fences, including posts and H Braces, t-posts and wire, shall be removed by Lessee.

c. Corrals:
   i. Lessees may remove all steel-pipe corral fencing and gates for salvage or reuse.
   ii. If removed, the steel pipes shall be cut at the concrete level to minimize potential for injury.
   iii. The NPS agrees to take on responsibility for removal of concrete associated with corrals.

d. Wells:
   i. Lessee shall provide well location and operations information to NPS in writing within 30 days of the Effective Date.
   ii. While well abandonment is not a requirement of the Wind Down Agreement, if Lessee wishes to remove the well pump, Lessee shall notify and coordinate with the NPS to ensure that the well is capped in a manner that it can be mothballed until the NPS makes final determination for use or disposal of the facility.

e. Removal of buildings.
   i. Lessee will remove the Field Barn (3,700 SF) from the Premises. The target date to remove the Field Barn is _____.
   ii. For structures that will be removed by the Lessee:
      1. The NPS agrees to assume responsibility for removal of concrete pads, foundations and footings.
      2. The Lessee must salvage and remove from the park all above-ground building components and materials. All building members must be cut at the interface with concrete foundation or floor.
   iii. The Lessee may not remove the 1962 Residence, 1965 Residence or the historic Residence.

11. UTILITIES

a. Electric
   i. Lessee shall provide the NPS with meter numbers and locations within 30 days of the Effective Date.
   ii. NPS and Lessee will coordinate and determine which meters are discontinued and which meters will be transferred to NPS.
   iii. For all meters that Lessee is to shut down, Lessee shall notify and coordinate power shut off by PG&E on or before the Move Off Date.

b. Propane

i. Lessee shall identify the location of all propane tanks within 30 days of the Effective Date.
ii. Lessee shall make arrangements with their 3rd party contractor to close out accounts and complete the removal of propane tanks for all unoccupied structures on the Move Off Date, Lessee shall ensure that all tank lines are capped in a manner that will prevent hazards.

c. Water
   i. M Ranch is on ranch supplied water. Measures to address water are identified above.

d. Trash – NPS provides utility service for trash.
   i. Lessee shall not exceed regular capacity for trash pickup for the duration of the Wind Down Agreement.
   ii. Lessee is responsible for procuring larger debris bins for accumulation and disposal of materials from the Premises.
   iii. NPS billing for garbage service is typically conducted quarterly in arrears. A final bill for services through the Move Off Date will be issued on the Move Off Date.

e. Locks, combinations and keys
   i. Lessee shall identify the location of all locks and security devices on the Premises within 30 days of the Effective Date.
   ii. On or by the Move Off Date, Lessee shall provide NPS with keys (or codes as appropriate) to all locks remaining on the Premises so that the NPS may access buildings and structures.

12. ENVIRONMENTAL LIABILITIES AND ASSIGNMENT OF RESPONSIBILITY

a. The Parties have reached the following agreement regarding the RECs identified in the May 31, 2024, Phase 1 Environmental Site Assessment (Report) for M Ranch. Lessee shall implement and complete the remediation tasks assigned to Lessee below on or before the Move Off Date.
   i. REC 1 - Site of active and historic boneyard ½ mile northeast of ranch core.
      1. As identified in Section 9b, Lessee will remove all materials and debris from this storage location and then notify the NPS so that NPS can confirm that all materials have been removed.
      2. Upon NPS review and approval, no further action would be required by the Lessee for REC 1.
   ii. REC 2- Concrete staining observed within the southeast quadrant of the Horse Barn that may also extend to surrounding soil.
      1. On August 8, 2024, NPS conducted a site visit to the location. NPS determined that there was no indication of soil staining beyond the concrete pad.

2. Based on these findings, no further action by Lessee is required for REC 2.

iii. REC3 – Concrete staining observed in the Grade A Dairy that may also extend to surrounding soil.
    1. On August 8, 2024, NPS conducted a site visit to the location. NPS determined that there was no indication of soil staining beyond the concrete pad.
    2. Based on these findings, no further action by Lessee is required for REC 3.

iv. Historic REC 4 – Consistent with the determination in the Phase I Report, no further action by Lessee is required.

LESSEE'S REPRESENTATIONS AND WARRANTIES ON MOVE OFF DATE

(Exhibit 2 to Wind Down Agreement for M Ranch)

1. Lessee, in connection with that certain Wind Down Agreement dated _____, entered into by Lessee, the National Park Service (NPS) and The Nature Conservancy (TNC), and in accordance with the terms of the Wind Down Agreement, does hereby represent and warrant to NPS and TNC the following as of _____ (the "**Move Off Date**"):

    a. Lessee has not become aware of any previously unknown or new information about any actual or potential release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    b. Since May 31, 2024, Lessee has not conducted any activities or caused any conditions that have resulted in a release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    c. Since May 31, 2024, there are no claims, actions, proceedings or investigations pending or, to Lessee's knowledge, threatened against Lessee by any governmental agency or governmental entity alleging that there is or has been a release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    d. Since May 31, 2024, Lessee is not aware of any changes in the condition or status of the Recognized Environmental Conditions or Historic Recognized Environmental Conditions identified in the Phase 1 Environmental Assessment report for the Premises, except for the remedial work that Lessee conducted under the Wind Down Agreement for Recognized Environmental Condition one (1).

2. As used herein, the terms "Premises" and "Lessee" shall have the same meaning as in the Lease Amendment for the Premises. The term "Hazardous Materials" shall have the same meaning as in Agricultural Lease/Permit AGRI-8530-1000-1008.

IN WITNESS WHEREOF, Lessee has executed this document effective as of this ____ day of _____, (the “Effective Date”).

Lessee:

Name: _____ Date of Execution:_____

Name: _____ Date of Execution:_____

Name: _____ Date of Execution:_____