

LEASE OF ORGANIC FARMLAND

This lease, made and entered into at Portland, Oregon, this 4 day of May, 2011, by and between

THE LANDLORD: **Bella Organic LLC**

and

THE TENANT:

The Landlord hereby leases to the Tenant the following Parcel: plot # 1 of farmland at the Bella Organic Farm, located at 16205 NW Gillihan Street, Portland, Oregon 97204, on Sauvie Island in Multnomah County.

Term: This Lease of Organic Farmland is for a term commencing January 1st, 2012, and continuing through December 31, 2012. This Lease of Organic Farmland shall be in effect for twelve months, and new lease must be negotiated and signed by the parties for the Tenant to have any rights on the property beyond December 31, 2011.

If the Tenant fails to advise the Landlord by November 1, 2010, that he wishes to renew this Lease of Organic Farmland, the Landlord may treat this failure as indicating that the Tenant does not wish to renew the Lease of Organic Farmland, and shall be free to seek a new tenant for the Parcel.

Base Rent: The Tenant agrees to pay rent for the Parcel of \$\$ \$hundred dollars, for the term of this Lease of Organic Farmland.

The Tenant agrees to pay rent for the leased property in one or in three installments: at the signing of this Farm Lease, the Tenant will pay one half of the total rent, on or before February 1st, 2012 of the year covered by this lease. On or before June 1, 2012, the Tenant will pay the final half of the total rental amount; The Tenant can also pay in Full on June 1, 2012.

Organic Farm: The Tenant acknowledges that the Farm is a certified organic farm. The Tenant represents that in entering into this Lease of Organic Farmland, he wishes to enjoy and share in the benefits of farming on a certified organic property. The Tenant agrees that any activity that he undertakes on the Parcel must conform in all respects to the terms of that organic certification that the Farm has attained. Accordingly, the Tenant represents that he is familiar with all applicable terms of the organic certification, and that he will conduct himself in strict compliance of these terms, including maintaining in good order any record necessary to show this compliance. The Tenant agrees that he will abide strictly by the terms of the certification of the Farm, and that in all farming activity that he undertakes on the Farm, he will not introduce or cause to be introduced any substance onto the Parcel or any other part of the Farm that would cause the status of the Farm as a certified organic farm to be jeopardized or challenged. Tenant will consult with the farm staff before using any new products on the farm.

Use: The Tenant promises to use the Parcel for organic farming only and for no other purpose without Landlord's

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

Page 1 of 10

written consent. In connection with its use, the Tenant shall carry on organic farming activities so as to comply with all applicable laws, ordinances, rules, and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Farm. The Tenant shall not create any nuisance nor allow any objectionable fumes or noise to be emitted from the Parcel. The Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Farm or that will in any manner degrade or damage the reputation of the Farm. Tenant shall maintain records for all organic seed, plants, materials, and provide the Landlord with appropriate records of crops yield and sales. The Tenant agrees to farm the Parcel, coming to the Parcel at least two times a week during the active farming season.

Equipment: The Tenant shall not install on the Parcel any equipment beyond equipment customary for organic farm use and shall not overload the electrical circuits on the Farm or alter the plumbing or wiring of the Farm. Before modifying any services on the Farm, the Tenant must obtain the Landlord's prior consent.

Signs: No signs, awning, antennas, or other apparatus shall be placed on the Farm so as to be visible from outside the Farm without the Landlord's written approval as to design, size, location, and color. All signs installed by the Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its former state.

Utilities and Services: The Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Parcel. If utilities or services are interrupted through no fault of the Landlord, the interruption shall not be deemed an eviction or disturbance of the Tenant's use and possession of the Parcel, render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under the Lease of Organic Farmland. The Landlord shall take all reasonable steps to correct interruptions in service.

Extra Usage: If the Tenant uses excessive amounts of utilities or services of any kind because of extraordinary or unusual operations, the Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable by the Tenant in conjunction with rent payments, and, for charges imposed after June 1, by the fifth day of the next month.

Security: Landlord may provide security services or adopt security measures regarding the Farm, and the Tenant shall cooperate with all reasonable security measures adopted by the Landlord.

Maintenance and Repair: The Landlord shall have no liability for failure to perform maintenance and repair of equipment or improvement on the Farm. The Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and the Landlord shall have no liability for incidental interference with the Tenant's use because of repairs and

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

installations. The Tenant shall have no claim against the Landlord for any interruption or reduction of services or interference with the Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of the Tenant. If the Tenant damages any equipment or improvement on the Farm, the Tenant will pay for any necessary repairs.

Alterations: The Tenant shall not affix any improvements to the Parcel without the Landlord's prior written consent which may be withheld at the Landlord's sole discretion. All such improvements shall become part of the Parcel and belong to the Landlord unless otherwise agreed. The Landlord may require that the Tenant remove any improvements and restore the Premises to its original condition upon termination of this Lease of Organic Farmland.

Indemnity: The Tenant shall not allow any liens to attach to the Farm as a result of his activities. The Tenant shall indemnify and defend the Landlord from any claim, liability, damage, or loss occurring on the Farm, arising out of any activity by the Tenant or its agents, or resulting from the Tenant's failure to comply with any term of this Lease of Organic Farmland or any law. The Landlord shall have no liability to the Tenant because of loss or damage to the Tenant's property or for death or bodily injury caused by the acts or omissions of other Tenants of the Building, or by third parties (including criminal acts).

Insurance: The Tenant shall carry liability insurance with limits of not less than five hundred thousand Dollars (\$500,000) combined single limit bodily injury and property damage. This insurance shall have an endorsement naming the Landlord as an additional insured. Prior to the beginning of the term of this Lease of Organic Farmland, the Tenant shall furnish a certificate evidencing this insurance. This certificate shall state that the coverage will not be canceled or materially changed without 10 days advance notice to the Landlord. The Tenant shall furnish a renewal certificate at least 10 days prior to expiration of any policy.

Response to Major Damage to the Farm: "Major Damage" means damage by fire or other casualty to the Farm or to farm buildings which makes the conducting of normal farming operations impossible, economically prohibitive, or unreasonably difficult. If the Farm suffers major damage, the Landlord may elect to terminate this Lease of Organic Farmland by notice in writing to the Tenant within 30 days after the Major Damage is incurred. If this Lease of Organic Farmland is not terminated following Major Damage, or if damage occurs which is not Major Damage, the Landlord shall promptly restore the Farm and farm operations to the condition existing prior to the damage. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Parcel not useable by the Tenant.

Waiver of Subrogation: The Tenant shall be responsible for insuring any personal property brought onto the Farm. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any loss to the Tenant's personal property. This waiver is binding only if it does not invalidate the insurance coverage of either party hereto.

Eminent Domain: If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Farm or a portion sufficient to render the Parcel unsuitable for the Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Parcel caused by the taking. All condemnation proceeds shall belong to the Landlord; the Tenant shall have no claim against the Landlord or the condemnation award because of the taking.

Government Programs: Before the Tenant participates in any government program regarding his farming activities on the Parcel, he shall obtain the consent of the Landlord, which consent will not be unreasonable withheld.

No partnership intended: The Tenant understands and agrees that this Lease of Organic Farmland is not intended to give rise to and does not give rise to a partnership relation with the Landlord.

Assignment and Subletting: The Tenant shall not assign any interest under this Lease of Organic Farmland or sublet all or any portion of the Parcel unless the Tenant first obtains the Landlord's written consent. No assignment shall relieve the Tenant of his obligation to pay rent or perform all other obligations required by this Lease of Organic Farmland. The Landlord shall not unreasonably withhold its consent to any assignment or subletting. If Tenant proposes a subletting or assignment of any interest existing under this Lease of Organic Farmland, the Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. The Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees. Upon application by the Tenant to assign or sublease, the Tenant shall pay to Landlord a non-refundable fee of TWO HUNDRED DOLLARS (\$200.00).

Default: Any of the following shall constitute a default by the Tenant under this lease:

(a) The Tenant's failure to pay rent or any other charge under this lease within five (5) days after it is due, or failure to comply with any other term or condition within 10 days following written notice from the Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 10-day period, this provision shall be satisfied if the Tenant commences correction within that period and proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Assignment or subletting by Tenant in violation of this Lease of Organic Farmland.

(c) Vacation or abandonment of the Parcel without the written consent of the Landlord or failure to address farming matter at the Parcel a minimum of three times a week during the growing season, or allowing weeds to get out of control .

(d) Engaging in any seriously disruptive or negative behavior, whether verbal or non-verbal, directed towards any party that may be associated with the Landlord or the Farm.

(e) Failure to keep and provide records as required to maintain the status of the Farm as a certified organic

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

farming facility.

(f) Using any no-organic material without prior review and approval by the Landlord.

(g) In the event that two or more customers complain of failure to deliver promised product, or of other activity indicative of a lack of good faith behavior, if the Tenant fails to correct any such failures within five days.

Remedies for Default: If the Tenant defaults in a manner described in this Lease of Organic Farmland, the Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies available under applicable law:

(a) The Landlord may at its option terminate the Lease of Organic Farmland by giving the Tenant notice of termination because of default.

(b) The Landlord may recover all damages caused by the Tenant's default, including an amount equal to rentals lost because of the default, and the unamortized cost of any tenant improvements installed by the Landlord to meet the Tenant's special requirements. The Landlord may sue periodically to recover damages as they accrue throughout the term of this Lease of Organic Farmland, and no action for accrued damages shall bar a later action for damages subsequently accruing. The Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of this Lease of Organic Farmland.

(c) The Landlord may make any payment or perform any obligation which the Tenant has failed to perform, in which case the Landlord shall be entitled to recover from the Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by the Landlord shall not waive the Tenant's default.

Surrender: On expiration or early termination of this lease Tenant shall the Parcel free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. The Tenant shall remove all of personal property and repair all damage resulting from such removal. Failure to remove personal property shall be an abandonment of the personal property, and the Landlord may dispose of it in any manner without liability. If the Tenant fails to vacate the Premises when required, including failure to remove all its personal property, the Landlord may elect either: (a) to treat the Tenant as a tenant from month to month, subject to the provisions of this Lease of Organic Farmland except that rent shall be one-and-one-half times the monthly rent under this Lease of Organic Farmland; or (b) to eject the Tenant from the Premises and recover damages caused by wrongful holdover.

Policies: The Landlord shall have the right to make, revise, and enforce policies consistent with this Lease of Organic Farmland in order to promote safety, health, order, economy, cleanliness, and good service to all tenants of the Farm. The Tenant agrees to comply with these policies as if they were set forth in this Lease of Organic Farmland.

Access; Right of entry: The Landlord reserves the right to enter the Parcel at reasonable times to consult with the Tenant; to

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

inspect the Tenant's compliance with this Lease of Organic Farmland; to make repairs, improvements, and inspections; or to show the Farm to prospective tenants or purchasers; or do other work necessary to facilitate the overall operation of the Farm. The Landlord will make reasonable efforts to ensure that any entrance onto the Parcel does not interfere with the Tenant in carrying out farming operations.

Automobiles: The Tenant may drive a vehicle to and from his Parcel, using established farm work lanes, for loading and unloading only. The Tenant agrees that beyond loading and unloading, he will not park any vehicle beyond in the established general parking areas.

Noxious Weeds: The Tenant agrees to make diligent efforts to prevent noxious weeds from going to seed on the Parcel. The Tenant agrees that if he discovers any noxious weed infestation on the Parcel, he will promptly report this to the Landlord.

Notices: Notices between the parties relating to this Lease of Organic Farmland shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. The Landlord shall always provide courtesy copy of notices to the Tenant by facsimile.

Time is of the Essence: Time is of the essence of this lease.

Subordination: This lease shall be subject to and subordinate to any mortgages, deeds of trust, or land sale contracts (collectively "encumbrances") now existing against the Farm. At the Landlord's option this Lease of Organic Farmland shall be subject and subordinate to any future encumbrance hereafter placed against the Farm or any modifications of existing encumbrances, and the Tenant shall execute any documents that may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to the Tenant a written agreement to recognize the Tenant's lease, the Tenant shall recognize the purchaser as owner and this Lease of Organic Farmland shall continue in force.

Not to obligate other party: Neither party to this Lease of Organic Farmland shall pledge the credit of the other party without the express consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

Transfer of Property: If the Farm is sold or otherwise transferred by the Landlord or any successor, the Tenant shall recognize the purchaser as the lessor under this lease, and, provided the purchaser or transferee assumes all obligations hereunder, the Landlord shall have no further liability under this Lease of Organic Farmland.

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

Page 6 of 10

Binding on Heirs: The provisions of this Lease of Organic Farmland are binding on the heirs, executors, administrators, and successors of both parties.

Attorneys' Fees: In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal. If the Landlord incurs attorneys' fees because of a default by the Tenant, the Tenant shall pay all such fees whether or not litigation is filed.

Quiet Enjoyment: The Landlord warrants that so long as the Tenant complies with all terms of this Lease of Organic Farmland, the Tenant shall be entitled to peaceable and undisturbed possession of the Parcel free from any eviction or disturbance by the Landlord. The Landlord shall have no liability to the Tenant for loss or damages arising out of the acts, including criminal acts, of other tenants of the Farm or third parties, nor any liability for any reason which exceeds the value of its interest in the Farm.

Waiver of Right to Trial By Jury: If either the Landlord or the Tenant brings any civil action to enforce any right or obligation under this Lease of Organic Farmland, both the Landlord and the Tenant hereby expressly waive any right to trial by jury of any claim, demand, action, or cause of action.

Complete Agreement; No Implied Covenants: This Lease of Organic Farmland and any attached Exhibits and Schedules constitute the entire agreement of the parties, superseding all prior written and oral agreements and representations. There are no implied covenants or agreements between the parties except as set forth in this Lease of Organic Farmland. Neither the Landlord nor the Tenant relies on any representations other than those set forth in this Lease of Organic Farmland.

Amendments and Alterations: To be binding, any amendment or alteration to this Lease of Organic Farmland must be in writing and must be signed by both the Landlord and the Tenant.

Parcel Leased AS IS: Unless otherwise stated in this Lease of Organic Farmland, the Parcel is leased as is in the condition now existing with no alterations or other work to be performed by the Landlord.

Landlord's Lien for Rent and Performance: The Landlord shall have a lien as provided by law on crops grown or growing as security for the faithful performance of the terms of the Lease of Organic Farmland. If the Tenant fails to keep the agreements set forth in this Lease of Organic Farmland, any costs that the Landlord incurs in enforcing performance of this Lease of Organic Farmland, or collection of any moneys owing under this Lease of Organic Farmland, including attorney fees, shall be added to and become a part of the obligations owing and payable by the Tenant.

LEASE OF ORGANIC FARMLAND: BELLA ORGANIC FARMS LLC

Page 7 of 10

Nonwaiver: If the Landlord does not promptly enforce any remedy or right kind under this Lease of Organic Farmland, this inaction does not constitute a waiver of that right or remedy, which the Landlord may assert at any time notwithstanding delay in enforcement.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first written above.

THE LANDLORD:

By: _____

Title: _____

Address for notices:

Po Box 1587
Clackamas, OR 97015

THE TENANT:

By: _____

Address for notices: