## HUNTING LEASE AGREEMENT

## STATE OF ILLINOIS

## COUNTY OF EDWARDS

KNOW ALL MEN BY THESE PRESENTS, that Marilyn Fieber Lifetime Trust, Lakeview Farms, Inc. and Illinois First Mortgage, Inc. (herein called "Lessor"), for and in consideration of the rental herein received by Lessor and of the covenants herein specified and to be kept and performed by JOHN DEGRAW, MATT FINCHER AND PETER SETTINERI(herein called "Lessee"), the receipt whereof is acknowledged, does hereby grant, bargain, sell and convey unto Lessee, subject to the terms and conditions hereinafter set forth, the full, free, and nonexclusive right, license and authority for a term beginning May 1, 2016 and continuing to December 31, 2016, lawfully to hunt, shoot, pursue, take, kill and carry away Whitetail Deer and Eastern Wild Turkey, on the lands located in Edwards County, Illinois, containing 1325 acres, more or less, and specifically described in Exhibit "A" attached hereto and made a part hereof, together with the power to protect game on said premises against trespass of all persons except Lessor and as otherwise provided herein.

## THIS LEASE IS EXECUTED UPON THE FOLLOWING TERMS AND CONDITIONS:

1. For the term on this lease (May 1, 2016 to December 31, 2016) Lessee shall pay as rental for the lands hereby leased the sum of \$6,630.00 by September 1, 2016. Payment of this amount shall be to:

Marilyn Fieber Lifetime Trust \$3,351.00

Lakeview Farms, Inc. \$2,576.00

Illinois First Mortgage, Inc. \$ 703.00

- 2. Lessee agrees to obey all applicable game laws, including but not limited to, all Federal, State and local regulations relating to the seasons during which game may be hunted.
- 3. Lessee agrees to exercise due care and take all necessary precautions to guard against forest fires and other injuries to crops or trees and to avoid damage or injury to any property which Lessor may have or may permit others to have upon the land subject to this lease. Lessee further agrees to use its best efforts to extinguish any fires that may commence or take place on said premises and to report promptly to Lessor and the appropriate state authorities all fires that may take place on said premises or in the vicinity thereof.
- 4. Lessee shall have free ingress and egress over and across said lands as may be necessary for the full enjoyment of rights granted hereunder, provided only that the trees being grown upon the land and the fences and improvements thereon shall not be damaged or destroyed, and Lessee shall be responsible for maintaining established roads in as good or better condition as they were at the beginning of each lease period, except that Lessee shall not be held responsible for damage caused by Lessor.
- 5. Lessee covenants and acknowledges that it is familiar with the condition of said lands and that LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF, WHETHER LATENT OR PATENT, OR THE SUITABILITY THEREOF FOR THE PURPOSE FOR WHICH LET OR OTHERWISE.
- 6. Lessee agrees to exercise due and proper regard for rights of adjoining landowners and people of the community in exercising the privileges granted hereunder, as well as due courtesy and safety precautions toward others in the area.
- 7. Lessee shall keep and maintain throughout the term hereof public liability or owner's, landlord's and tenant's insurance naming Lessor as an insured with respect to the leased premises with limits of not less than \$500,000 for bodily injury to or death of one or more persons and/or property damage arising out of any one occurrence and otherwise in form and substance satisfactory to Lessor, and furnish

Lessor satisfactory evidence thereof within ten (10) days of the execution hereof. In the event Lessee fails to provide to Lessor satisfactory evidence of liability insurance on or before the due date, then all rights under this Lease shall cease and terminate, and this Lease will become of no force and effect. Each policy shall also provide that Lessor shall be provided at least thirty (30) days prior written notice of cancellation or of a material change in the terms of the policy.

- 8. Lessee agrees to indemnify Lessor from any and all liability, damages, causes of actions and expenses (including attorneys' fees) for damage to property or injury to or death of persons which may arise out of or in any way to the condition (whether latent or patent) of the lands hereby leased or from the exercise by Lessee, its invitees, guests, servants, agents, contractors and employees, of the rights granted under and during the term of this Lease.
- 9. Should Lessee violate the applicable game laws or otherwise materially breach any provision of this Lease, Lessor may terminate this Lease by giving ten (10) days written notice at the address given below. In the event this Lease is terminated under this paragraph, Lessor shall retain all rental payments made prior to termination pursuant to this Lease and any unearned part thereof shall be and become liquidated damages for breach of this Lease.
- 10. Lessee has complete control of trespassers. Lessee may post signs at various locations stating that this property is leased property and no hunting and no trespassing allowed.
- 11. Lessee agrees that his use of the land for hunting will not interfere in any way with the farming of the land by the farm tenants.
- 12. The terms and conditions of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Illinois. If any provision or requirement of this Agreement is

declared or found to be unenforceable, the balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement had

never been a part hereof.

IN WITNESS WHEREOF, this Hui	nting Lease Agreement has been
executed by the parties hereto, on the	day of, 2016.
LESSOR:	
LESSEE:	
MARILYN FIEBER LIFETIME TRUST	
 BY	John DeGraw
Mike Anson, Trustee	Matt Fincher
Janet Woolever, Trustee	Peter Settineri
LAKEVIEW FARMS, INC.	
BY	Address of John DeGraw:
Mike Anson, President	94 Oakwood Village, Apt. 1 Flanders, NJ 07836 Telephone: 973-670-8971
Janet Woolever, Secretary	
ILLINOIS FIRST MORTGAGE, INC.	Address of Matt Fincher 43 Saunders Lane
BY	Hackettstown, NJ 07840
Mike Anson, President	_
	Address of Peter Settineri
Janet Woolever, Secretary	95 Stephens State Park Rd. Hackettstown, NY 07840