CASH LEASE AGREEMENT

This lease made in duplicate the _____ day of _____ AD _____

between

____(landlord)_____ of _____(address)_____

in the Province of Saskatchewan hereinafter called the “landlord” being the registered owner or the purchaser under an Agreement for Sale of Land described below, and

_____ of _____

in the Province of Saskatchewan hereinafter called the “tenant.”

1. Lease of Land

Witness that in consideration of the rents, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the Province of Saskatchewan, that is to say:

Land (legal description):

Legal Description	Titled Acres (approximate numbers) For greater certainty, the below numbers are not cultivated acres.
NE 25-26-24 W2	158.45
NW 25-26-24 W2 Ext 8	100.79
SE 25-26-24 W2 Ext	155.44
SW 25-26-24 W2 Ext 9	58.18
NE 30-26-23 W2	157.29
SE 30-26-23 W2	158.04
SE 36-26-24 W2	158.61
SW 36-26-24 W2 Ext 10	112.51
Total	**1,059.31**

hereinafter called “the land.”

The land covered by this lease expressly excludes Parcel C, Section 25, Township 26, Range 24, West of the 2nd Meridian, Supplementary 70 (Sasktel Lot, 852.8 sqft, Assessment ID 250-AR-404009600), including all buildings and improvements situated thereon.

Together with the following portable buildings, namely:

Portable Buildings: None

Excepting and reserving unto the landlord the following lands and buildings, namely:

The Landlord retains access to the farmyard and farmyard entry road and exclusive use of the inner farmyard and all existing farmyard buildings including the Quonset. The Tenant may use (non exclusively) the outer farmyard (the area outside the farmhouse windbreak) and the farmyard entry road to facilitate farming operations and may park and stage machinery in the outer farmyard, provided access to the inner farmyard (farmhouse) and Quonset are not blocked. With the prior written approval of the Landlord, the Tenant may also move grain bins onto the property at the Tenant's expense to locations agreed to by the Landlord. Any grain bins moved onto the property remain the property of the Tenant notwithstanding Section 18, and must be removed at the Tenant's expense, including any ground restoration, prior to the expiry of the lease or upon early termination.

2. Term

This lease shall continue in force on the said land and premises for and during the term of five (5) years, from the 1st day of January AD 2027 to the 31st day of December AD 2031.

Any overholding by the tenant shall be considered a trespass.

3. Rental

The tenant will pay to the landlord the yearly rental of $_____ plus federal Goods and Services Tax (GST) for the use of the said land during the said term.

The annual rental amount is fixed for the duration of the lease and shall not be adjusted according to the number of acres seeded, cultivated or left unseeded in any year.

One-half (1/2) of the rental is to be paid on or before April 1 and the balance paid on or before November 1 for each year of this agreement.

4. Saskatchewan Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Cropping Plans

The tenant shall make all decisions with respect to growing crops on the land unless stated otherwise in this agreement, and as such the tenant shall be responsible for all costs of farming the said land unless stated otherwise in this agreement.

On or before December 1 of each year, the Tenant shall provide the Landlord with a record, by field within each quarter section, of the crops planted and the herbicides, pesticides, and fertilizers applied during the crop year, including product names, application dates and rates, and any resulting restrictions on cropping in subsequent years.

7. Resource Protection

The tenant shall:

a) cultivate, seed, control weeds, insects and disease, harvest crops on the land in a sustainable manner;

b) use pesticides in accordance with labelled directions; and

c) minimize soil loss from erosion with the use of, but not limited to, crop residue management, conservation tillage, grassed waterways, stripcropping, tree planting or other accepted conservation practices.

The tenant shall not:

a) allow livestock on the land for any purpose without the prior written consent of the Landlord;

b) overload nutrient levels on the land or adjacent water bodies;

c) allow pesticide to drift on to non target lands, including adjacent crops, shelterbelts and yardsites;

d) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; or

e) allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.

8. Pesticides

The tenant will make all decisions on which pesticides are to be used on crops grown on the land.

9. Use of the Land

The tenant will use the lands and premises for the purpose of growing crops and the tenant shall not, without the written consent of the landlord:

a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment;

b) change the natural course of any waterways on the said land;

c) cut down trees growing upon the land, nor will he permit any other person to do so;

d) allow the entry of any persons for the purpose of outfitting, ecotourism, picking of berries or flowers or any such plant materials;

e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land; or

f) bring into cultivation any new lands.

Hunting (recreational or commercial) is prohibited on the leased lands at all times, including hunting by the Landlord, the Tenant or any third party.

Camping and Recreational Vehicle Use: The Tenant shall not camp or permit others to camp on the leased lands, except that temporary use of a motorhome or camper for agricultural operations, including seeding and harvest, may be permitted with the prior written consent of the Landlord as to location and duration.

The Tenant shall not use, or permit others to use, the leased lands for the recreational operation of all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), side-by-sides, dirt bikes, snowmobiles, or other motorized off-road vehicles. Such vehicles may be operated solely as reasonably necessary for legitimate agricultural activities associated with the leased lands.

10. Crop Residues and Fire

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall not be burned, baled or otherwise removed, used or disposed of without the consent of the landlord.

11. Weed Control

The tenant shall control all noxious weeds on the subject lands and maintain all summerfallow in a reasonably weed-free condition. The tenant shall summerfallow not less than 0 acres of the said land each year during the term of this lease. In the final year of this lease agreement the tenant shall summerfallow, in a proper manner, 0 acres of the said land.

At the termination of this lease, if the amount of summerfallow on the land exceeds the sum of 0 acres, the landlord will pay to the tenant an amount equal to $0 per acre for every such acre in excess and in the event the amount of summerfallow does not exceed the sum of 0 acres the tenant will pay the landlord an amount equal to $0 per acre for every acre so deficient.

12. Crop Insurance

With respect to the Saskatchewan Crop Insurance program, the tenant has the option to take a Crop Insurance contract and in so doing shall absorb the total cost of coverage and receive all the benefits.

13. Other Insurance

The landlord and tenant are free to make their own arrangements regarding other production and all risk insurance and in so doing shall absorb the total cost of coverage and receive all the benefits.

14. Storage of Grain

The landlord will provide 0 bushels of grain storage. The tenant will provide any additional grain storage.

15. Government Income Support Payments and Subsidies

In the event that any payment, subsidy or other reimbursement is made under any government agency or any marketing agency in connection with income support to the actual producer of crops grown on the leased lands during the term of this lease, the payments identified with the leased land shall be paid to the tenant unless otherwise agreed upon.

Where contributions are required for entitlement to any payment, subsidy or reimbursement the landlord and tenant shall mutually agree as to the sharing of the costs and income. The following are included and shared as set out:

None

16. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows:

a) where the compensation is for crop damage, the compensation will be paid to the tenant.

b) where the compensation is for work completed by the tenant such as, but not limited to, fence re-construction, grass reseeding or top soil levelling, the compensation will be paid to the tenant.

c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates being left open, dust or noise, the compensation will be paid to the tenant.

d) where the compensation is for a decrease in the land's value such as, but not limited to, loss of acres from the development, severing a parcel of land or top soil disturbance, the payment shall be made to the landlord.

17. Taxes

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

18. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include: water development, erosion control, fencing and building construction, clearing, breaking and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

19. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows:

Tenant's Responsibility: All fences and improvements on the land

Landlord's Responsibility: None

Tenant's maintenance responsibilities exclude the inner farmyard and all existing farmyard buildings, except for any damage(s) caused by the Tenant or persons permitted onto the property by the Tenant.

20. Grain Stored on Land at Commencement of Lease

In the event that marketing facilities prevent the landlord from delivering the grain previously grown and stored on the said leased premises at the commencement of this lease, it is agreed that such undelivered grain may be stored on the said land for a period not exceeding 0 months after the commencement of this lease without charge for storage or interference from the tenant. However, the landlord must not deliver any other grain in priority to the grain stored on the leased premises. During this period, the landlord has the right to entry to obtain any grain or fodder which he has stored on the said property.

21. Grain Stored on Land at Termination of Lease

In the event that the harvesting and marketing conditions prevent the tenant from delivering the grain grown and stored on the leased land during the term of this lease, such grain may be harvested and removed from the landlord's property according to The Agricultural Leaseholds Act.

22. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

23. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of OR incidental to this indenture or use or occupancy of the said lands and premises.

24. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

25. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

26. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up unto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

27. If the tenant fulfils the terms and conditions of this agreement the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

28. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

29. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

30. Renewal

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

31. Incoming Tenant

An incoming tenant, purchaser or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

32. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease to arbitration in accordance with The Arbitration Act.

33. Termination

The landlord and tenant may mutually agree to terminate this lease at any time.

34. Additional Terms

Notwithstanding clause 9, the land is leased as grain land and shall be used for the production of annual field crops only. The tenant shall not seed the land to forages or use the land for the pasturing of livestock or any other purpose without the written consent of the landlord.

Acceptance

I, _____, do hereby accept this lease of the above described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

In Witness whereof the parties have set their hands and seals this _____ day of _____ AD _____.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____

Witness (as to the execution by landlord) Brian Miller
(Signature of Landlord)

AND IN THE PRESENCE OF:

_____ _____

Witness (as to the execution by tenant) Tenant
(Signature of Tenant)