

Indicate Lot / Type: ___ Organic Lot ___ ___ Non-Organic Lot ___
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Rent Due: _____
Sec. Deposit: _____
Total Due: _____

Agent: _____
Initials: _____

## AGRICULTURAL LEASE

THIS LEASE is entered into as of \_\_\_\_\_, 2024 (the "Effective Date"), between HELEMANO RANCH & FARMS LLC., a Hawaii limited liability company whose address is 91-1440 Farrington Highway, Kapolei, Hawaii, 96707 ("Owner"), and \_\_\_\_\_, a Hawaii \_\_\_\_\_ ("Tenant"), together with \_\_\_\_\_ ("Guarantor"), together whose mailing address is \_\_\_\_\_, Owner and Tenant are collectively referred to as the "Parties."

Tenants Email: \_\_\_\_\_  
Tenants Cell: \_\_\_\_\_

### RECITALS

- A. Owner owns or controls that certain property located at 64-1320 Kamehameha Highway, Wahiawa, HI 96786) shown on map in Exhibit "A" attached hereto and made a part hereof (the "Land").
- B. Owner desires to lease a portion of the Land, approximately \_\_\_ acres and depicted in the attached Exhibit "A" (the "Farming Parcel") to Tenant for the purpose of planting, maintain, and operating an agricultural business, upon the terms and conditions set forth herein.
- C. Owner may, in Owner's sole discretion choose to further condominiumize ("CPR") Ohana Farms Parcels ("Project") pursuant to Hawaii Revised Statutes Chapter 514B, et seq. which may create a separate and discrete CPR unit(s) out of the Project (the "Farming Parcel CPR").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

- 1. LEASE: Owner hereby leases to Tenant and Tenant hereby leases from Owners the Farming Parcel upon all the terms, covenants and conditions herein contained.
- 2. TERM: The term of the Lease (the "Term") shall commence on the Effective Date shall terminate no later than the fourth (4<sup>th</sup>) year and eleventh (11<sup>th</sup>) month from the Effective Date unless the term is extended by mutual written agreement.
- 3. SECURITY DEPOSIT: Concurrently with the execution and delivery of this Lease, Tenant shall deposit with Landlord the amount of ten thousand dollars (\$10,000.00) per acre prorated (the "Security Deposit") to be held as collateral security for the payment of Rent and for the faithful performance by Tenant of all covenants and conditions herein contained. If at any time during the Term, any of the Rent herein reserved shall be overdue and unpaid, then Owner may, at its option, appropriate and apply all or any

portion of the Security Deposit to the payment of any such overdue Rent. In the event of the failure of Tenant to keep and perform any of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant, then Owner at its option may appropriate and apply all or any portion of the Security Deposit, to compensate Owner for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Owner, then Tenant shall, upon the written demand of Owner, forthwith remit to Owner a sufficient amount to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within THIRTY (30) days after receipt of such demand shall constitute a default under this Lease.

If Tenant fully observes and performs every provision of this Lease to be observed and performed by Tenant, the Security Deposit, or any balance then remaining (less any amount which has been applied as permitted under this Lease, shall be returned to Tenant at Tenant's last known address within SIXTY (60) of days after the later of: (a) the Expiration Date of the Lease; and (b) the date Tenant has fully satisfied Tenant's surrender obligations hereunder.

4. RENT: Tenant shall pay to Owners rent as follows:

- a. Paid from April 1, 2024 or occupancy date. Occupancy date will be within thirty (30) days of signing lease, to February 28, 2029, in the amount of six hundred dollars (\$600 per acre per month prorated) and Real Property Tax plus Hawaii general excise tax;

5. USE OF FARMING PARCELS: The Farming Parcel shall be used solely for agriculture use as defined by Hawaii State Land Use Law. Tenant shall not have the right to erect any residential structures or utilize any structure for such purpose. Locations for concrete pads and other permanent structures must be approved in writing by the Owner.

6. INFRASTRUCTURE USE AND MAINTENANCE: Owner does not provide and shall not be required to provide potable water, power, electricity, and wastewater facilities (including toilets) to Tenant and the Farming Parcel. Owner shall provide, for a charge, irrigation water in reasonable quantities and flow as long as available stubbed to the Farming Parcel, but Tenant shall be responsible for all infrastructure within the parcel. Thereafter, Tenant shall be responsible for the following with regard to the Farming Parcel:

- a. Installation and Maintenance of any fencing except if damage to the same is caused by Owner or Owner's guests or invitees.
- b. Installation and maintenance of irrigation infrastructure necessary for maintaining the Tenant's crops.
- c. All costs relating to Tenant's Production Materials.

7. WATER FOR FARMING PARCELS USE: Tenants understand that risers are not located on each property but are located nearby. Therefore, it is possible that a property may have more than one riser and a neighbor has none. This will require Owner running a temporary line from riser to the adjoining

parcel, preferably at the front or back boundary of the property, if possible. All Tenants understand that this is allowed and should not materially affect the use of their property. Water shall be drawn from the Owner's existing water sources servicing the Farming Parcel, which is agricultural (non-potable (R-1)) water only. Tenant understands and agrees that the Farming Parcel may be condominiumized or a subdivided parcel of land and the water source may be shared with other condominiums, lots, or users. Tenant shall be responsible for its pro-rata share of water usage regardless of the nature of said use as between Tenant and other users. As and when demanded by Owner, Tenant shall pay for its water usage either directly to any utility or private operator providing water, or to Owner for payment of water fees assessed. Owner may, but is not required, to assess Tenant a pro-rata share of costs for ongoing maintenance or repair of the infrastructure providing water to the Farming Parcel. There will be a \$115 per acre prorated per month delivery service charge for water, paid to Alakai Ranch and Farm LLC.

8. MAINTENANCE OF PREMISES AND FARMING PRACTICES: Tenant, at its expense, shall diligently manage the Farming Parcel for the purpose set forth herein in a proper and farm like manner in accordance with good business and the best practices of the farming community in which the Farming Parcel is located. Tenant shall keep and maintain all buildings, fences, ditches, irrigation systems, and other improvements on the farming parcel in good condition and repair. Tenant shall protect the farming parcel and the crops or Production Materials thereon from noxious grasses, weeds, and plants, and from animal and insect pests. Tenant shall not commit or suffer to be committed any waste or nuisance upon the farming parcel. Tenant accepts the Farming Parcel and the improvements and facilities located thereon in their present condition and is leasing the Farming Parcel as a result of its own investigation and inspection and not as a result of any representation made by Owner, or any agent of Owner.

9. FERTILIZERS AND CHEMICALS: Tenant shall be responsible for the cost of all fertilizers, herbicides, fungicides, insecticides, probiotics, and other required sprays and chemicals necessary for crop production on the Farming Parcel during the lease term. Such fertilizers, herbicides, fungicides, insecticides, sprays, probiotics, and chemicals, and any diesel fuel, hydrocarbon, or petroleum products shall be used in accordance with applicable laws, statutes, ordinances, and regulations of all federal, state, county, and city authorities having jurisdiction in such matters. Tenant shall use its best efforts to prevent the contamination of the soil when using any potentially hazardous materials and will clean up any contamination caused by any such substance during the term of the lease. Tenant shall indemnify, protect, defend Owners against and hold Owner free and harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses (including without limitation, diminution in the value of the Farming Parcel, damages for the loss or restriction on the use of the Farming Parcel or of any amenity of the Farming Parcel, settlement of claims, cleanup costs, attorney's fees, consultant fees, and expert fees) arising directly or indirectly from tenant's failure during the term of the lease it to comply with any of the foregoing obligations.

10. ORGANIC LOTS: If Organic Lot is checked at the top of this lease, Tenant shall ensure that the production, handling, processing, labeling and marketing of organic products with respect to any items produced from or on an Organic Designated Ag Lot complies with all applicable laws relating to the relevant organic certification, including but not limited to any regulations promulgated by the United States Department of Agriculture, as well as any rules, policies, and procedures now or hereafter issued by Owner with respect to the Organic Designated Ag Lots and shall be solely responsible for determining whether Tenant's agricultural operations qualify for organic certification under all applicable laws. Owner makes no

representation or warranty with respect to the Property or any individual agricultural lot with regards to the suitability of the agricultural lot for organic farming practices.

11. TAXES AND UTILITIES: No utilities are provided at this time except water. Tenant shall promptly pay any and all taxes and assessments levied against any personal property of tenant located on the Farming Parcel. Tenant will also be responsible for his/her proportionate share of real property tax. Tenant shall promptly pay all his for electricity and other utility services furnished to the Farming Parcel.

12. INDEMNITY: Tenant shall indemnify, protect, and send Owner against and hold Owner free and harmless from any and all claims for injury to persons or damage to property on or about the Farming Parcel from whatsoever because, by whomsoever asserted, or howsoever arising during the term of the lease as a result of Tenant's negligence, willful misconduct, or breach of this lease. Tenant does also agree to indemnify, protect, and defend Owner against and hold Owner free and harmless from all claims for damage arising out of Tenants use or occupation of the Farming Parcel, including any that might arise as the result of drifting sprays, dust, seepage of overflow, or irrigation water used in connection with the growing of crops or production materials during the term of this lease.

13. INSURANCE: At all times during the Term, "Tenant shall keep in force, at its own expense, such policies of insurance, with coverages and amounts of coverage reasonably required by Owner from time to time. At a minimum (but without limiting Owner's right to establish additional coverages and higher amounts of coverage as Owner may reasonably require from time to time), Tenant shall maintain (a) commercial general liability insurance covering personal injury, bodily injury, and products and completed operations liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) automobile liability coverage with a combined single limit for bodily injury and property damage not less than \$1,000,000; and (c) worker's compensation as required by applicable law and employer's liability coverage of not less than \$1,000,000 (bodily injury each accident), \$500,000 (bodily injury by disease for each employee), and \$500,000 (bodily injury/disease aggregate). All policies required to be maintained by Tenant pursuant to this Lease shall be issued in a form acceptable to Owner by insurance companies having and maintaining at least an A-VI rating in the most current available "Best's Rating Guide" and qualified to do business in the State of Hawaii. Prior to taking possession of the Ag Lot, Tenant shall furnish Owner with certificates of insurance evidencing the policies required hereunder in form and content reasonably acceptable to Owner. Such certificates shall name as additional insureds Owner and all persons who may be reasonably required by Owner from time to time. At least ten (10) days prior to the expiration date of any such policy of insurance, Tenant shall deposit with Owner renewal certificates of insurance. If requested by Owner, Tenant shall deliver to Owner true and complete copies of any or all insurance policies required by this Lease. Tenant shall notify Owner in writing at least thirty (30) days prior to the cancellation or reduction of any insurance required hereunder.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND AGREEMENTS: Tenant shall use the Farming Parcel in strict compliance with all laws, statutes, ordinances, rules, restrictions, and orders of federal, state, or county governments, or of any agency thereof, including the Condominium Rules & Regulations Association of Unit Owner ("AOUO") of Ohana Farm Parcels, attached as Exhibit

“B”, -which may be applicable to the Farming Parcel or the use or occupancy thereof.

15. RIGHT OF ENTRY: Owner, its agents or representatives shall have the right, at all times to entering upon the Farming parcel, to inspect the same or any crops growing or harvested thereon or Production Material are being removed therefrom or pursuant to any of the rights reserved to owner hereunder or the protection of owner’s interest in the Farming Parcel, the improvements thereon, appurtenance there is thereto, crops, Production Materials, produce, or equipment located thereon. Tenant shall supply Owner and its representatives or agents with keys or other instruments necessary to affect entry on the Farming Parcel.

16. RIGHT TO CURE TENANT'S DEFAULTS: If Tenant should fail to pay any charges, tax, or other amounts herein required to be paid by it when due, or in the event that Tenant fails to pay any sums required to be paid hereunder to protect Owners interest herein, the same may be paid by Owner and all sums so expended by Owner shall immediately become due and payable from Tenant to Owner and shall bear interest until paid at the lesser of ten percent (10%) per annum or the highest rate allowed by law.

17. EMINENT DOMAIN: In the event that all or any portion of the Farming Parcel is condemned for public or quasi-public use, Owner shall have the right upon thirty (30) day’s written notice to Tenant to terminate this Lease and any other rights set forth herein as to all or such portion so condemned. If this lease is so terminated as to all or any portion of the Farming Parcel, Owner shall be entitled to all damages or monies awarded for such condemnation. Tenant shall be entitled to any compensation attributed to its interest in the vending growing crop for the Farming Parcel. Owner shall have the sole right to defend or settle any such condemnation action with respect to all interests in the Farming Parcel, except Tenant’s interest in crops or Production Materials.

18. LEGAL EFFECT: Each and every covenant of lease contained herein is expressly made a condition hereof.

19. DEFAULT: The occurrence of any of the following shall constitute default by Tenant:

- a. Default in the performance of any covenant or agreement herein contained with reference to the payment of money and such default continues for ten (10) days after written notice hereof, or should Tenant default in the performance of any covenant or agreement therein other than the payment of money and such default continues, without diligent effort to cure it, for thirty (30) days after written notice thereof;
- b. The appointment of a receiver to take possession of the Farming Parcel, or any portion thereof, or of all, substantially all, of the assets of Tenant;
- c. A general assignment by Tenant for the benefit of creditors;
- d. the levy of any lien, writ of attachment, garnishment, or execution on all or any portion of Tenant’s rights or interests under this lease; or
- e. Any action taken or suffered by Tenant under any insolvency or bankruptcy act

which shall in any way hinder or prevent the prompt and continuous payment of rental due hereunder, or which shall in any way disable tenant from so paying said rental or applying its assets to such payment.

20. REMEDIES:

- a. CONTINUATION OF LEASE. Upon default of this lease by Tenant, Owner may, without notice to Tenant, elect to allow this lease to continue in full force and effect and to enforce all of Owner's rights and remedies hereunder including without limitation, the right to collect rent as it becomes due, so long as Owner does not terminate Tenant's right to possession of the Farming Parcel. The following acts by the Owner shall not constitute a termination of Tenants right to possession:
  - i. Acts of maintenance or preservation or efforts to relet the Farming Parcel; or
  - ii. The appointment of a receiver on initiative of Owner to protect their interest under this Lease.
- b. TERMINATION OF LEASE. Upon default of this lease by Tenant, or at some later date if a default has occurred and is continuing and Owner has not elected to terminate Tenant's right to possession, Owner may terminate this lease and may take possession of all crops, harvested or unharvested, Production Materials, and may remove all persons and property from the Farming Parcel. Owner may store property removed in any public warehouse or elsewhere at Tenant's expense and for his account. Owner, at its sole election, shall become the owner of all crops or Production Materials of which it has so taken possession, without being obligated to compensate Tenant for them.
- c. If Owner so elects to terminate Tenant's right to possession, this lease shall thereupon terminate, and Tenant shall pay to Owner:
  - i. All amounts, including but not limited to unpaid rent, owing under the lease at the time of such termination, and the amount by which such rent and other sums due between such time of termination and the time paid or a court award, whichever is earlier, exceed the amount of such loss the Tenant proves could have been reasonably avoided by Owner, plus interest on all such amounts at the lesser of ten% (10%) per annum or the highest rate allowed by law from the date due;
  - ii. The present value of the amount by which the rent attributable to the next harvest and other sums payable under this lease exceed the amount of such loss that Tenant proves could be reasonably avoided by Owner. Such present value shall be computed by discounting such amount at the rate of one percent (1%) plus the discount rate of the Federal Reserve Bank of San Francisco at the time of payment or award, whichever is earlier;

- iii. Any and all costs or expenses which Owner may incur as a result of Tenant's breach including costs and expenses in attempting to relet, including, but not limited to, reasonable expenses in retaking possession of the Farming Parcel, reasonable legal expenses, attorneys' fees and brokerage fees and reasonable costs of alteration of the Farming Parcels in connection with re-letting; and
- iv. Any other amounts necessary to compensate Owner fully for all detriment proximately caused by Tenants failure to perform its obligations hereunder or which in the ordinary course of things would likely result therefrom.

Efforts by Owner to mitigate the damages caused by Tenant's default of this lease shall not waive Owner's right to recover damages hereunder.

The forgoing rights and remedies shall be concurrent and cumulative, and in addition to, and not in derogation of; all other rights and remedies available to Owner.

21. SURRENDER AND HOLDING OVER: Upon expiration of the term hereof or the sooner termination of this lease, the Tenant shall surrender and deliver possession of the Farming Parcel in good condition, reasonable wear and tear excepted. Any holding over by Tenant after the expiration of the terms hereof shall be deemed to be upon a month-to-month tenancy at the monthly rental of 1/12 of the amount equal to 150% of the highest amount paid by Tenant as annual rent hereunder during the last of 4 full years and 11 months prior to expiration or termination of this lease. Tenant hereby waives any right it may have to challenge said amount.

22. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this lease or any part thereof; or sublet the Farming Parcel, without the prior written consent of Owner; nor shall Tenant's interest be assignable by operation of law without such prior written consent; provided that such consent shall not be unreasonably withheld but Tenant shall remain liable hereunder notwithstanding any such assignment or subletting. Any such assignment or subletting without Owner's consent shall be void and, at the option of Owner, shall forthwith terminate this lease. For purposes of this lease, any change in ownership that results in a change of control of Tenant, or a change in control of Tenant shall be deemed an assignment.

23. ATTORNEY'S FEES; GOVERNING LAW: In any action to enforce this lease or any of the provision hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This lease shall be governed by and construed in accordance with the laws of the State of Hawaii.

24. WAIVER: No express or implied waiver by Owner of any default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent default of Tenant or a waiver of any of the rights of Owner under the terms hereof.

25. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery if hand-delivered, one (1) day after delivery to any overnight carrier

service (fee for next day delivery pre-paid), or three (3) days after deposit in the United States mail, first class postage prepaid, and addressed to the appropriate party as follows:

To Owner: At the Address stated in the recitals above.

With Copy to: Horovitz Tilley LLLC  
Attn: Peter A. Horovitz, Esq.  
2073 Wells Street, Suite 101  
Wailuku, HI 96793  
Email: [pah@mhmaui.com](mailto:pah@mhmaui.com)

To Rental Property Manager:  
Jameson Dahl  
Savio Asset Management  
1088 Bishop Street, Suite 4100  
Honolulu, HI 96813  
Email: [jamesond@savio.com](mailto:jamesond@savio.com)

To Tenant: At the address stated in the recitals above.

Either party may change its address for the purposes of this paragraph by giving written notice of the change to the other party in the manner provided herein.

26. **TIME:** Time is of the essence hereof.

27. **COUNTERPARTS/ELECTRONIC EXECUTION:** This lease may be executed in counterparts, may be electronically signed, or otherwise acknowledged, and may be delivered by facsimile, e-mail, or other electronic means. All such manner of execution, acknowledgement, or delivery shall be deemed original and valid for all purposes.

28. **BINDING ON SUCCESSORS:** This lease and each of its provisions shall be binding on and shall inure to the benefit of the parties' respective heirs, personal representatives, trustees, successors, and assigns.

29. **FINANCING & SUBORDINATION:** Tenant acknowledges and agrees that Owner has the right to mortgage or otherwise encumber its interest in the Farming Parcel. Tenant further agrees that upon written notice from Owner, Tenant will subordinate its interest under this lease to the lien of any mortgage or deed of trust, provided that at the same time the beneficiary of the deed of trust or mortgage, as the case may be, executes in writing in recordable form, an agreement to the effect that the rights of Tenant will not be terminated or in any way affected by the default under the mortgage, or deed of trust, or on account of the foreclosure thereof, or in the exercise of the power of sale under any such encumbrance, notwithstanding the occurrence of any of the aforementioned events Tenant shall not be disturbed in its possession and use of the Farming Parcel as long as it complies with the terms and provisions of this lease. Tenant agrees that in the event this lease is subordinated to a future encumbrance, Tenant will agree to return to the purchaser upon the subject foreclosure or other sale under the encumbrance.



30. NO EXTENSION OPTION: There is no right to an extension of this lease without the express written consent of both parties.

31. RECORDING: Unless otherwise required by law, neither this lease nor any memorandum thereof shall be recorded. If the law requires recordation, a short form of the Lease shall be recorded and Tenant shall pay, as additional rent, the cost of recordation and any conveyance taxes required upon recordation. Upon termination of this Lease, Tenant irrevocably appoints Owner as its agent as may be necessary to allow Owner to unilaterally execute and record a termination and release of any recorded short form of this Lease.

32. CONSTRUCTION. The parties acknowledge that each party and its counsel have reviewed this Lease. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

33. GUARANTY: By signing below, the Guarantor (if any) guarantees unconditionally to Owner the punctual payment, performance, and observance of all monetary (including the payment of all rent, additional rent, and any other payments due and payable under the Lease) and non-monetary obligations, covenants, conditions, and agreements required to be observed and performed or paid or reimbursed by Tenant pursuant to the Lease (collectively, the "**Obligations**"). This Guaranty is unconditional and may be acted upon by Owner without notice to Guarantor. The Obligations, and this Guaranty, will remain in full force and effect without regard to any circumstances or conditions, including:

- a. Any defense or set-off, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of the Lease or otherwise or the failure of Owner to assert any claim or demand, or to enforce the Lease or any right or remedy available to Owner under the Lease, against Tenant under the Lease or any other agreement.
- b. Any extension or renewal of the Lease or any other agreement.
- c. Any rescission, waiver, amendment, or modification of the Lease or any other agreement.
- d. The release of any security held by Owner under the Lease.
- e. Any transfer by Owner or Tenant in respect of the Lease or any interest in the Premises, including without limitation any assignment of the Lease by Tenant or any sublease of all, or a portion of, the Premises whether or not Guarantor receives notice and or has consented to such assignment or sublet.
- f. Any transfer by Guarantor of any interest in or control of Tenant.
- g. Any bankruptcy or similar proceeding involving Owner or Tenant.
- h. Failure of Owner to exercise any right or remedy against any other guarantor of the Lease.

34. **EXISTING CONDOMINIUM PROPERTY REGIME REDEVELOPMENT:** The Farming Parcel is a part of the Project, which is an existing condominium property regime (“CPR”) currently consisting of forty (40) CPR units. Owner may re-develop the Project to, among other things, (i) consolidate and subdivide some of the existing CPR units to create additional, reconfigured CPR units, including a CPR unit roughly approximating the location and boundaries of the Farming Parcel (the “Converted CPR Unit”); and (ii) convert certain CPR units (or portions thereof) to common elements of the Project or certain common elements of the Project to CPR units (or portions thereof). To the extent that Tenant’s execution of any document or application is required or requested by Owner in connection with such re-development, Tenant agrees to cooperate with Owner in complying with such requirements or request, provided that as a result of such cooperation, Tenant shall not be materially adversely affected in the exercise of its rights as Tenant hereunder.
35. **CONFLICT:** In the event of a conflict between the terms and conditions of this Lease and any other instrument governing or affecting the Farming Parcel, including but not limited to any reasonable policies and procedures adopted by Owner and the CPR Documents, the most restrictive term or condition shall govern.
36. **ENCROACHMENTS:** Any trees, crops, plantings or improvements located on the Farming Parcel that exceed three (3) feet in height shall be set back from all common boundaries shared by the Farming Parcel and another lot within the Project a minimum of one foot for every foot that such tree or crop exceeds three (3) feet in height (the “Setback Area”). As of the Commencement Date, there may be trees, branches, or other vegetation (such as bushes, shrubs, etc.) located in the Setback Area or which overhang or encroach into the common areas of the Project (e.g., roads) or other lots in the Project. Tenant shall be responsible for trimming or removing any trees, branches or other vegetation (or any portion thereof) that are impermissibly located within the Setback Area or otherwise encroach from the Farming Parcel into another lot or any common area and thereafter shall maintain all vegetation and improvements on the Farming Parcel so that they do not violate the Setback Area restriction or encroach into adjoining lots or common areas. Owner shall not be liable to Tenant or any other person for (and Tenant hereby waives any and all claims, causes of action or other liability arising from or in connection with) maintenance of or any damage caused by any trees, branches or other vegetation impermissibly located within the Setback Area or encroaching on to the Farming Parcel, or from the Farming Parcel into another lot or any common area. If Tenant fails to trim or remove any trees, branches or other vegetation impermissibly located within the Setback Area or encroaching from the Farming Parcel into another lot or any common area, Owner, upon ten (10) days’ prior written notice to Tenant, may trim or remove such trees, branches or other vegetation and Tenant shall reimburse Owner for the cost of such work promptly upon written demand.

*[The Remainder of This Page Intentionally Left Blank – Signature Page Follows]*

**IN WITNESS WHEREOF**, Owner and Tenant have signed this Agricultural Leaseas of the Effective Date.

**OWNER:**

HELEMANO RANCH & FARMS LLC

By: \_\_\_\_\_  
Date

Name: Alec Sou

Title: Manager

**TENANT:**

By: \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GUARANTOR:**

By: \_\_\_\_\_  
Date

**PROPERTY MANAGER:**

By: \_\_\_\_\_  
Date

Name: Jameson Dahl

Title: Director of Savio Asset Management

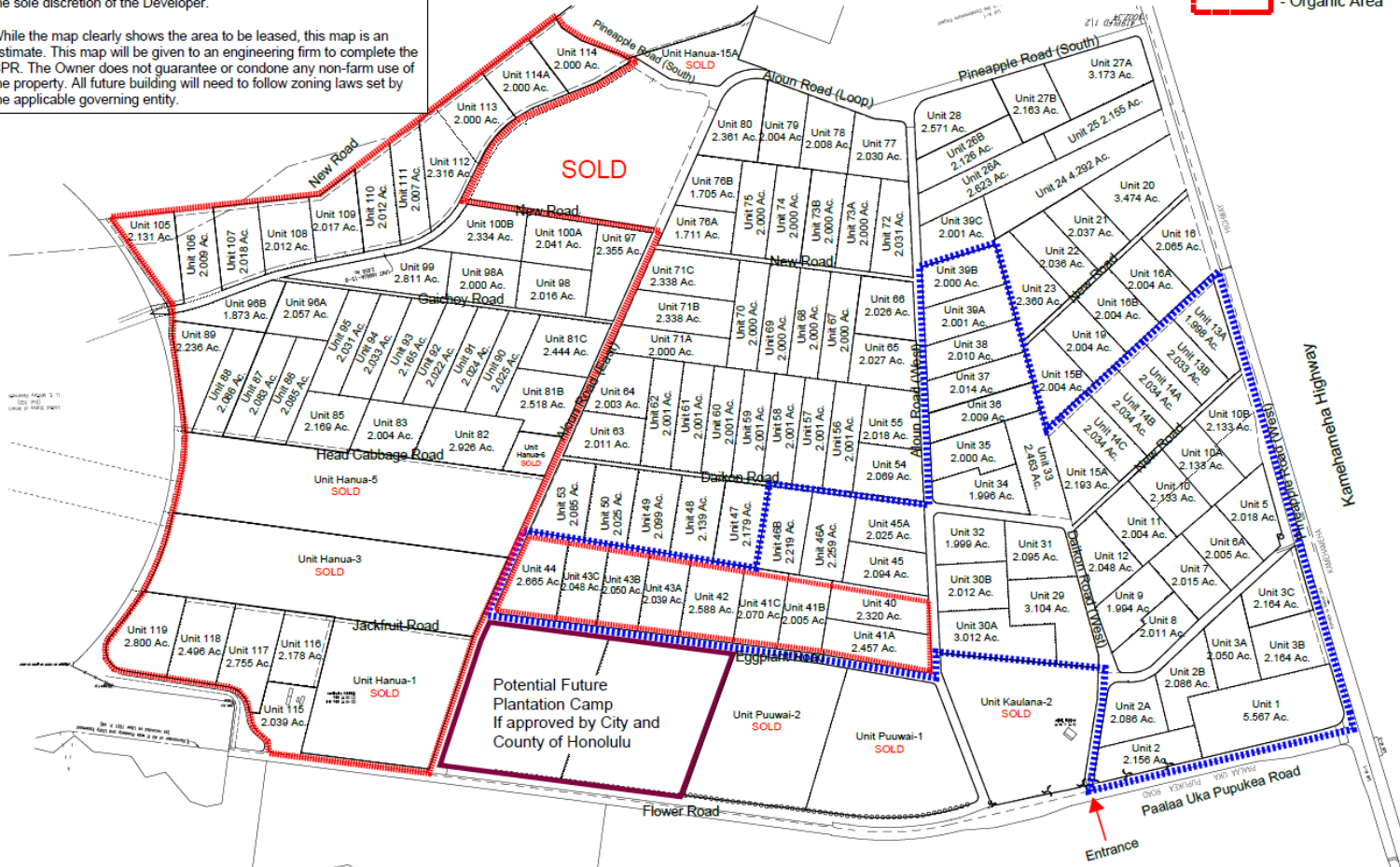
[Signature Page to Agricultural Lease]

EXHIBIT A

(MAP OF FARMING PARCEL: OHANA FARM PARCEL)\*\*

**Ohana Farm Parcel (03/23/24)**  
 Disclosure: The Savio Growth Ohana Farm LLC Sales Program may be changed, modified, amended, or canceled any time without notice at the sole discretion of the Developer.  
 While the map clearly shows the area to be leased, this map is an estimate. This map will be given to an engineering firm to complete the CPR. The Owner does not guarantee or condone any non-farm use of the property. All future building will need to follow zoning laws set by the applicable governing entity.

 - Phase I Area  
 - Organic Area



\*\*while the map clearly shows the area to be leased, this map is an estimate. This map will be given to an engineering firm to complete the CPR. The Owner does not guarantee or condone any non-farm use of the property. All future building will need to follow zoning laws set by the applicable governing entity.