

AGRICULTURAL LEASE

This Agricultural Lease ("Lease") is made and entered into this 22 day of January, 2018 by and between Daniel A. Blake and Janice A. Blake, Trustees of The Daniel A. Blake and Janice A. Blake Living Trust dated July 15, 1986 ("Landlord"), and Diamond West Farming Company, Inc., a California corporation ("Tenant").

RECITALS

A. Landlord is the owner of certain agricultural real property located in the County of San Luis Obispo, State of California, commonly known as Assessor's Parcel Numbers 015-053-003 property address 4374 Union Rd., Paso Robles, Ca 93446 consisting of approximately 26 plus/minus acres improved with wine grapes ("Property").

B. Landlord desires to lease to Tenant a portion of the Property, as defined herein, improved with wine grapes ("Premises"), and Tenant desires to lease the Premises from Landlord, subject to the terms and conditions set forth herein. The Premises is that portion of the Property currently farmed by Landlord as varietal grapes.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the Premises. The legal description for the Property is attached hereto as Exhibit "A" and is incorporated herein by this reference.

2. Term. The initial term of this Lease shall be from January 22, 2018 ("Commencement Date") and ending on December 31, 2022 ("Expiration Date"). If Tenant remains in possession of the Premises or any material part thereof after the expiration or termination of this Lease, such occupancy shall be a tenancy from month to month upon all the applicable provisions of this Lease pertaining to the obligations of Tenant, including without limitation additional rent on prorated basis; and in the event of any such holding over. If Tenant does not surrender the Premises upon expiration or termination of this Lease, Tenant shall indemnify, defend, protect and hold Landlord harmless from any damages resulting to Landlord, including any material claims made by a successor Tenant. If landlord closes any escrow of sale of Property, to an arm -length third party transaction, the new owner/landlord shall take title to this lease and assume and uphold to its Terms and Conditions.

2.1 Landlord is representing that he is fully responsible to engage into the proposed lease with tenant.

3. Rental.

3.1 Rental. Tenant agrees to pay as rental for the use and occupation of the Premises based on the following \$ per acre table on the 26 acres of wine grapes. Actual acreage will be determined by a living vine count.

Year	Rate/Acre
2018	\$900
2019	\$950
2020	\$1,000
2021	\$1,050
2022	\$1,100

All Rent shall be paid in lawful money of the United States, without deduction, setoff, prior notice or demand, with the first ½ rent paid on commencement of lease (date lease signed) or Jan 1st of each year and the second ½ due July 1st of each year.

3.2 Payment of Real Property Taxes. Landlord agrees to pay all property taxes, including any increase in real property taxes levied and assessed against the Premises as a result of this Lease or any improvements made by Tenant to the Premises.

3.3 Payment of Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges levied and assessed against Tenant's trade fixtures, furnishings, equipment, and all other personal property installed or located in or on the Premises.

4. Permitted Uses.

4.1 Use. The Premises shall be used and occupied only for farming wine grapes. Under no circumstance may the Tenant construct a winery, wine or grape processing facility or tasting room upon the Premises. Tenant, at its sole cost and expense, shall comply with all laws, ordinances and regulations relating to industrial hygiene and to the environmental conditions in, on, under or about the Premises, including, but not limited to, soil and groundwater conditions and "Hazardous Materials" (as defined below); provided, however, that Tenant shall not have any responsibility for any Hazardous Materials present on the Premises prior to the date of this Lease (and Landlord represents that after investigation there are none) unless such Hazardous Materials were brought onto the Premises by, or with the consent of, Tenant. Tenant shall not cause or permit any Hazardous Materials to be brought, kept or used in, on, under or about the Premises by Tenant, its agents, employees, contractors, licensees, sub lessees, assignees, concessionaires or invitees, unless: (a) the use of such Hazardous Materials is necessary and incident to Tenant's business on the Premises; and (b) such Hazardous Materials are used, kept, monitored, stored and disposed of in a manner that: (i) comply with all laws relating to such Hazardous Materials; (ii) will not endanger any other persons or property; and (iii) will not invalidate, limit the coverage or increase the premiums of any insurance policy affecting or covering the Premises. If Tenant breaches the obligations stated in the foregoing provisions of this Section 4.1, or if the presence of any Hazardous Materials in, on, under or about the Premises caused or permitted by Tenant or Tenant's agents, employees, contractors, licensees, sublessees, assignees, concessionaires or invitees results in contamination of all or any portion of the Premises, then Tenant shall be solely responsible for and shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government including, without limitation: (a) petroleum or any petroleum product including refined gasoline, motor oil, waste oil and diesel fuel; (b) asbestos; (c) formaldehyde; and (d) poly chlorinated biphenyls. Nothing in the foregoing shall be meant to prevent or reduce the application of any soil amendments and/or pesticides, herbicide and fungicides.

4.2 Compliance With Laws. Except as otherwise provided herein tenant shall comply with all laws concerning the Premises or Tenant's use thereof, including without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy thereof during the term.

4.3 Waste; Nuisance; Damage. Tenant shall not use the Premises in any way that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties. Tenant shall not do anything on the Premises that will cause damage to the Premises.

5. Acceptance of Premises. Landlord warrants that the Premises is not in any government program such as a Conservation Reserve Program ("CRP") which would preclude Tenant from using the Premises for agricultural purposes, such as growing grapes. Landlord makes no warranty as to the size of the Premises, the number of farmable acres or the zoning of the Premises. Tenant hereby agrees that it will not remove any oak trees from the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant has inspected the Premises and accepts the Premises in its present condition, with knowledge of the condition of the Premises, the vineyard planted thereon, the trellis system, the soil, fences, pipelines and all other improvements located thereon, and upon Landlord's representation as to the absence of any hazardous substance, and functionality of all wells and water facilities.

6. Farming Operations; Maintenance of Premises; Soils.

6.1 Farming Operations. All farming operations on the Premises shall be performed at the sole cost and expense of Tenant and both Tenant and Landlord agree to keep the Premises free and clear of all liens or claims of

any kind including but not limited to, liens for labor or material. Tenant further agrees to use the Premises in good and farmer like manner, in accordance with the best practice of farming within the applicable viticultural areas. Tenant agrees throughout the Term of this Lease to actively maintain the vineyard and all improvements therein, and upon the expiration or earlier termination of this Lease to return the vineyard to Landlord in good condition. Tenant further agrees to render Tenant's best efforts to poison squirrels, gophers and other rodents on the Premises, and that Tenant will keep the Premises reasonably free and clear of all weeds at all times. Tenant will at all times use every effort to keep the soil in good shape and condition and up to its present strength by the use of fertilizer and other chemicals. In the event Tenant's farming of wine grapes upon the Premises does not remain viable as a result of something outside of normal farming practices (resulting from phylloxera or Pierces Disease, for example) Tenant shall be allowed to terminate this Lease following the next harvest or end of Term, whichever comes first, and without liability.

6.2 Maintenance of Premises. Landlord and Tenant shall mutually maintain any roadway now existing on the Premises which are used by both parties, including all access routes to the Premises. Tenant shall keep in good repair all improvements on the leased land, including all fences, irrigation systems and flood control facilities, if any. Nothing in the foregoing shall obligate the Tenant to replace any pumps, pipes or install other items of machinery with a reasonably anticipated life span in excess of two years from the date of instillation.

6.3 Warranties Concerning Condition of Soil. It is agreed that Landlord makes no warranties concerning the quality or condition of the soil of the demised Premises except as to the absence of any hazardous substance. It is expressly understood and agreed that Landlord shall not be liable or obligated in any manner for any damages or claims that may arise because of residual insecticides, chemicals and the like, if any, which the soil may contain.

7. Use of Water.

7.1 Water Wells. Tenant shall have the sole use of the water well identified as "Tenants Well" only, together with pumps, motors, water storage tanks and irrigation lines associated with such well which may be located upon the demised Premise, if any. Tenant agrees to maintain and repair such pumps, motors and lines, and to properly lubricate the same throughout the term of this lease. This is intended to mean Tenant is responsible for "above ground" maintenance of pumps and motors with Landlord responsible for "below ground" maintenance, repair or replacement. In the use of the pumping equipment, pump and motor, Tenant agrees to pay all costs of operating the same, specifically including all charges for electricity and all demand charges.

7.2 Non-Guarantee of Water Supply. Landlord does not guarantee that the water wells and pumping plants on the Premises will furnish any specified amount of water, and it is agreed that Landlord shall not be liable to Tenant nor responsible for any damage whatever to crops planted on the demised Premises, or otherwise, on account of the failure of the water supply for whatever reason.

7.3 Prevention of Escape of Irrigation Water. Tenant agrees to irrigate the Premises in such manner as to prevent water from escaping onto lands of other adjoining landowners or lands owned by Landlord or upon public highways, and in the event of any such escaping of irrigation water, Tenant agrees to pay all damages occasioned thereby.

8. Alterations.

Tenant shall make no alterations, improvements, or additions ("Alterations") to the Premises without Landlord's prior written consent. Tenant may, with Landlord's prior written consent, which shall not be unreasonably withheld, plant and replant grape vines, install stakes, end posts, trellis systems and irrigation systems. Before granting such consent, Landlord may require Tenant to prepare and submit for Landlord's approval detailed written plans. Any such consent shall be deemed conditioned upon Tenant obtaining any required permits from appropriate governmental agencies, and upon Tenant's compliance with all conditions of such permits. Before and during the time such alterations are underway, Landlord shall have the right to post and maintain on the Premises such notices as Landlord deems necessary to protect the Premises and Landlord from liens. If Tenant makes any Alterations without the consent of Landlord, Landlord may, at any time during the term of this Lease, require Tenant to remove them. Any Alterations made hereunder shall be the property of Landlord upon the expiration or termination of the Lease and remain on and be surrendered with the Premises upon expiration or termination of this Lease.

9. Insurance; Indemnification.

9.1 Liability Insurance. Tenant, at its cost, shall obtain and keep in force during the term of this Lease a policy of public liability and property damage insurance with a single combined liability limit of not less than \$3,000,000.00 (if available at a reasonable cost to Tenant, from a California admitted carrier), insuring against all liability of Tenant arising out of and in connection with Tenant's use or occupancy of the Premises. The policy shall insure performance by Tenant of the indemnity provisions of Section 9.4 and shall be deemed to satisfy such indemnity provisions ("Indemnification"). Landlord shall be named as an additional insured, and the policy shall contain cross-liability endorsements.

9.2 Property Insurance - Tenant's Property. Tenant at its cost shall maintain on Tenant's Alteration, fixtures, and equipment, in, on, or about the Premises, and its personal property in, on, or about the Premises, a policy of insurance providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and special extended perils ("all risk", as such term is used in the insurance industry), to the extent of at least one hundred percent (100%) of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of its personal property or the restoration of Tenant's Alterations, fixtures, and equipment.

9.3 Policy Form, Content, Insurer. All insurance required under this Lease shall be issued by responsible insurance companies qualified to do business in California and reasonably acceptable to Landlord and Landlord's lender, if any. All such insurance shall be issued as primary, not blanket, policies. No later than the Commencement Date, Tenant shall deliver to Landlord and Landlord shall deliver to Tenant, copies of the policies of insurance required under Sections 9.1 and 9.2 or certificates evidencing the existence and amounts of such policies. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least ten (10) days prior to the expiration of any such policy, provide Landlord with renewals or "binders" thereof, or Landlord may order insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant on demand.

9.4 Indemnification. Except as otherwise provided herein Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere. Tenant shall further indemnify, defend, protect and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, employees and or invitees. Tenant shall further indemnify, defend, protect and hold Landlord harmless from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In the event of any action or proceeding brought against Landlord by reason of any claim specified herein, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. As to any claim, arising in part or whole out of any act or omission by any person, firm or entity prior to occupancy of Premises, Landlord shall have the exact same duties as Tenant hereunder. Nothing in the foregoing shall require Tenant to indemnify or defend Landlord as to any claim of Title by any person, firm or entity. Landlord represents and warrants it has the sole right to enter into this Lease.

9.5 Worker's Compensation Insurance. Tenant shall maintain during the Lease Term, at Tenant's sole cost and expense, proper and adequate Worker's Compensation Insurance.

9.6 Crop Insurance. Tenant shall, at Tenant's sole expense and discretion, maintain crop insurance in relation to the premises. Tenant shall equally have the discretion with whom, under what circumstances, regarding obtaining of the same. Notwithstanding anything set forth in section 9.3 hereof, which shall not apply.

10. Assignment and Subletting. Tenant shall not be permitted to assign this Lease without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Prior to consent, Landlord shall be provided with financial and business records on the potential subtenant.

11. Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any prior breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such prior breach at the time of acceptance of such rent.

12. Condemnation. In the event all or a major portion of the Premises be taken by condemnation proceedings by public authority for public purposes or conveyed by Landlord to such public authority under threat of condemnation, such condemnation or conveyance shall end the Lease unless the portion remaining is capable of being economically farmed, in which event this Lease shall continue and Tenant shall be entitled to a pro rata reduction of rental for the balance of the term of this Lease in the event of any such condemnation or conveyance, such pro rata reduction to be computed on the basis of the rent per acre then being paid for such land condemned or conveyed. In no event shall Landlord be liable or responsible in damages, or otherwise, for any loss thereby suffered by Tenant. If a part or all of the demised Premises be taken or condemned, all of the compensation awarded shall go to Landlord, and Tenant shall have no claim thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation or damages to which Tenant may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises, excepting, however, any damage or loss to growing crops or personal property located upon the Premises owned by Tenant.

13. Access. Tenant shall have full and unimpaired access to the Premises at all times. Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same. Landlord may at any time place on or about the Premises notices of non-responsibility and Landlord may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises "For Lease" signs, all without rebate of rent or liability to Tenant. Landlord shall not be liable for any inconvenience, disturbance, to Tenant arising out of Landlord's entry on the Premises hereunder. In no event shall Tenant allow any hunting and/or fishing on Property.

14. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable costs, expenses, and attorneys' fees, as determined by the Court. If either party becomes a party to any litigation concerning this Lease or the Premises by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation. The cost of collection, including but not limited to reasonable attorney's fees, of any sums owed pursuant to this Lease, whether or not a suit or claim is filed in relation to such sums, shall be recoverable against the party owing such sums.

15. Notices. Any notice required or permitted to be given under this Lease must be in writing and may be given by personal delivery, certified mail, or Express Mail, Federal Express or other such express delivery service. Notices shall be deemed communicated immediately if personally delivered. Notices shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed by certified mail, and within twenty-four (24) hours if mailed by express delivery service, excluding Sundays and holidays. Any such notice shall be deemed sufficiently given if addressed to Landlord or Tenant at the address specified below the signature of the respective party, as the case may be. Either party may specify a different address for notice purposes, or specify that a copy of any notice given to such party be concurrently given to another person, by giving appropriate notice to the other party.

16. Miscellaneous Matters.

16.1 Whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

16.2 If Tenant is a corporation, limited liability company, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. If Tenant is a corporation, Limited Liability Company, trust or partnership, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

16.3 This Lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Section entitled "Assignment and Subletting".

16.4 This Lease shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action brought to interpret or enforce any provision of this Lease shall be initiated and completed in San Luis Obispo County, California.

16.5 This Lease contains all the agreement of the parties with respect to the Premises and cannot be amended or modified except by a subsequent written agreement for "fresh" consideration as required by California law.

16.6 "party" shall mean Landlord or Tenant, and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

16.7 The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

16.8 This Lease shall not be recorded, except that if either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form.

~~16.9 If Landlord elects to sell all or any portion of the Premises during the Lease Term, Tenant shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer, and on failure to meet such bona fide offer within fifteen (15) days after written notice thereof from Landlord, Landlord shall be free to sell the Premises or portion thereof to such third person in accordance with the terms and conditions of his offer. If, prior to COE any term, condition or price is changed; Tenant shall have a new 15 day time to meet said proposed agreement. The right of first refusal may not be transferred or assigned, except for purposes of financial and estate planning; Tenant shall have the right to purchase the property through a related entity or Sran Family Trust. SEE ADDENDUM dated 1/23/18~~

16.10 Landlord shall have the right to purchase the remaining life of the lease at price to be determined by both parties. In the event of a sale of all or any portion of the Premises during the Lease Term, Tenant shall retain ownership of all vines, stakes, end posts and wire and other improvements allowed to be installed by Tenant pursuant to the terms of this Lease, and the terms, conditions and obligations under this Lease shall apply to the new owner unless otherwise agreed to in writing between Landlord and Tenant. If Tenant does not exercise its first right of refusal, and the Premise is sold to a third party, the third party (new owner) will assume this lease and all of its responsibilities to the end of the lease term.

16.11 Landlord understands, and acknowledges, that Tenant may spend up to an estimate of \$150,000 (including G & A) prior to receipt of any sum for the sale of crops grown and harvested on Premises.

16.12 Remedies. Parties acknowledge that the rights and duties other than monetary payments set forth herein are unique and not capable of ascertainment at the time of the making of this Agreement. Consequently, each party permits to the other, the unrestricted right to obtain specific Performance and/or injunction, or any other equitable remedy without limitation, and without posting a bond or assertion of lack of monetary recovery.

16.13 Exhibits. The attachments hereto are hereby made part of this Agreement.

16.14 This Lease constitutes the entire agreement between Landlord and Tenant relating to the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force and effect. Any amendment to this Lease will be of no force and effect unless it is in writing and signed by Landlord and Tenant or their respective successors or assigns.

16.15 Tenant shall honor the terms of Landlord's grape sale agreements in force at Commencement Date. This Lease will be effect upon the date of execution.

17. **MEDIATION.** BOTH PARTIES AGREE TO MEDIATE ANY DISPUTE OR CLAIM (EXCEPT FOR UNLAWFUL DETAINER ACTIONS) ARISING BETWEEN THEM UNDER THIS AGREEMENT AT ADR, CENTURY CITY (UNDER THE RULES ESTABLISHED BY THAT ORGANIZATION FOR THE CONDUCT OF THEIR MEDIATIONS) BEFORE RESORTING TO ARBITRATION OR COURT ACTION AS PROVIDED IN ARBITRATION PARAGRAPH BELOW. MEDIATION FEES, IF ANY, SHALL BE DIVIDED EQUALLY AMONG THE PARTIES INVOLVED IN THE MEDIATION. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, OR REFUSES TO MEDIATE AFTER A REQUEST HAS BEEN MADE FOR MEDIATION, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES, EVEN IF THAT PARTY WOULD OTHERWISE BE THE PREVAILING PARTY IN SUCH ARBITRATION OR COURT ACTION. EXCLUDED FROM THE OBLIGATION TO MEDIATE ARE (I) ANY LAWSUIT WHICH QUALIFIES AS A LIMITED CIVIL CASE (I.E., AS SET FORTH IN CODE OF CIVIL PROCEDURE SECTION 86 - I.E., SEEKING LESS THAN \$25,000 IN DAMAGES) (II) ANY MATTER THAT IS SET OUT IN THE ARBITRATION CLAUSE (BUT ONLY IF) THAT CLAUSE IS INITIALED BY THE PARTIES TO THIS AGREEMENT.

ARBITRATION OF DISPUTES. *(THIS PARAGRAPH IS APPLICABLE ONLY IF INITIALED BELOW BY THE PARTIES).* BOTH PARTIES AGREE TO SUBMIT ALL DISPUTES THEY HAVE WITH EACH OTHER TO ARBITRATION. SAID ARBITRATION SHALL BE SUBJECT TO THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ) AS IS SET FORTH IN "CHOICE OF LAW" BELOW. THE FOLLOWING SHALL BE SUBJECT TO ARBITRATION: (A) ANY DISPUTE BETWEEN THE PARTIES IN LAW OR EQUITY ARISING OUT OF TENANTS'S OCCUPANCY AT THE PREMISES; (B) ANY DISPUTE AS TO WHETHER ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE; (C) ANY DISPUTE AS TO WHETHER THE ACTUAL DISPUTE BETWEEN THE PARTIES IS SUBJECT TO ARBITRATION; (D) ANY DISPUTE ARISING OUT OF ANY ALLEGED BREACH OF THE TERMS OF THIS AGREEMENT, INCLUDING THE REFUND OF ANY SECURITY DEPOSIT OR THE PAYMENT OF ANY RENT; (E) ANY DISPUTE ARISING OUT OF OR CONNECTED TO TENANT'S POSSESSION OF THE PREMISES; OR (F) ANY DISPUTE ARISING OUT OF LANDLOR'S CONDUCT OR STATEMENTS MADE, WHILE TENANT IS IN OCCUPANCY OF THE PREMISES.

THE ARBITRATION SHALL BE DECIDED BY A NEUTRAL RETIRED JUDGE, IN A BINDING ARBITRATION CONDUCTED AT ADR, SERVICES, INC., CENTURY CITY UNDER THEIR STANDARD ARBITRATION RULES, ESTABLISHED BY THAT ORGANIZATION FOR THE CONDUCT OF THEIR ARBITRATION, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF THE ARBITRATION DECISION. IN THE EVENT THAT ADR CANNOT CONDUCT THE ARBITRATION FOR ANY REASON, THEN THE COURT SHALL APPOINT J.A.M.S. INC TO CONDUCT THE ARBITRATION AND THAT ORGANIZATION SHALL APPOINT A RETIRED JUDGE TO CONDUCT THE ARBITRATION. IF J.A.M.S., CANNOT CONDUCT THE ARBITRATION THEN THE COURT SHALL APPOINT ANOTHER RECOGNIZED ARBITRATION ORGANIZATION.

THIS CLAUSE COVERS ANY AND ALL DISPUTES, WHETHER CHARACTERIZED AS TORTIOUS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY RIGHTS, OR FRAUD. THIS CLAUSE COVERS ALLEGATIONS OF ALLEGED VIOLATIONS OF CITY, STATE AND FEDERAL LAWS.

JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES SHALL HAVE THE RIGHT TO DISCOVERY IN ACCORDANCE WITH THE RULES OF ADR, SERVICES, INC., OR OF THE RULES OF THE

ORGANIZATION WHICH HEARS THE ARBITRATION IF ADR, DOES NOT CONDUCT THE ARBITRATION.

THE FOLLOWING MATTERS ARE EXCLUDED FROM MEDIATION AND ARBITRATION HEREUNDER:

ANY LAWSUIT WHICH QUALIFIES AS A LIMITED CIVIL CASE (I.E., AS SET FORTH IN CODE OF CIVIL PROCEDURE SECTION 86 -- I.E., SEEKING LESS THAN \$25,000 IN DAMAGES), BUT ONLY IF THE PARTY HERETO WHICH INITIATES THE FILING OF THE CIVIL ACTION, ALLEGES AND ACKNOWLEDGES IN THEIR COMPLAINT OR OTHER PLEADING SEEKING RELIEF, THAT THAT PARTY WAIVES THAT AMOUNT OF ANY ATTORNEYS FEES AND COURT COSTS AWARDED, WHICH WHEN ADDED TO THE TOTAL JUDGMENT AWARDED WOULD EXCEED A TOTAL AMOUNT OF \$25,000. IN SUCH AN ACTION WITH THE ABOVE REQUIRED PLEADING SET FORTH, NEITHER PARTY MAY REQUIRE THE OTHER TO MEDIATE OR ARBITRATE UNLESS BOTH PARTIES MUTUALLY AGREE TO DO SO IN A LATER EXECUTED WRITING. ALSO EXCLUDED FROM MEDIATION AND ARBITRATION ARE: (I) A JUDICIAL OR NON-JUDICIAL FORECLOSURE OR OTHER ACTION OR PROCEEDING TO ENFORCE A DEED OF TRUST, MORTGAGE, OR INSTALLMENT LAND SALE CONTRACT AS DEFINED IN CIVIL CODE SECTION 2985; (II) AN UNLAWFUL DETAINER ACTION; (III) THE FILING OR ENFORCEMENT OF A MECHANIC'S LIEN; AND (IV) ANY MATTER THAT IS WITHIN THE JURISDICTION OF A PROBATE, SMALL CLAIMS, OR BANKRUPTCY COURT. THE FILING OF A COURT ACTION TO ENABLE THE RECORDING OF A NOTICE OF PENDING ACTION, FOR ORDER TO ATTACHMENT, RECEIVERSHIP, INJUNCTION, OR OTHER PROVISIONAL REMEDIES, SHALL CONSTITUTE A VIOLATION OF THE MEDIATION AND ARBITRATION PROVISIONS.

CHOICE OF LAW:

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION PARAGRAPH (A) THROUGH (F) ABOVE, DECIDED BY NEUTRAL ARBITRATION. FURTHERMORE, ALL QUESTIONS CONCERNING WHETHER THIS ARBITRATION CLAUSE APPLIES TO THE PARTIES' DISPUTES, SHALL BE DECIDED PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1 ET SEQ --HEREINAFTER REFERRED TO AS "FEDERAL LAW") AND NOT PURSUANT TO CALIFORNIA LAW. IT IS THE INTENT OF THE PARTIES THAT FEDERAL LAW AND NOT CALIFORNIA LAW CONTROLS ALL MATTERS OF FACT AND LAW DEALING WITH THE APPLICABILITY AND ENFORCEABILITY OF THIS ARBITRATION CLAUSE.

FURTHERMORE, IT IS AGREED THAT THE ARBITRATOR (AND NOT A COURT OF LAW) SHALL DECIDE (APPLYING FEDERAL LAW) ALL DISPUTED FACTUAL AND LEGAL ISSUES DEALING WITH THE ENFORCEABILITY, VALIDITY, INTERPRETATION, AND OR APPLICATION OF THIS "ARBITRATION OF DISPUTES" CLAUSE (AND ALL OTHER CLAUSES OF THIS RENTAL AGREEMENT WHICH RELATED TO THE ENFORCEABILITY OF THIS ARBITRATION CLAUSE), INCLUDING, BUT NOT LIMITED TO, ALL DISPUTES CONCERNING ISSUES SUCH AS ANY ALLEGED FRAUD, DURESS, OR UNCONSCIONABILITY OF THIS ARBITRATION CLAUSE, OR ANY OTHER PART OF THIS RENTAL AGREEMENT.

THE ARBITRATOR SHALL HAVE EXCLUSIVE JURISDICTION TO RESOLVE ANY DISPUTE AS TO WHETHER ALL OR ANY PART OF THIS RENTAL AGREEMENT IS VOID OR VOIDABLE. THE ARBITRATOR SHALL APPLY APPLICABLE FEDERAL, STATE AND CITY LAWS TO DECIDE THE

SUBSTANTIVE CLAIMS OF THE PARTIES, EXCEPT FOR THE APPLICABILITY OF WAIVER OF PUNITIVE DAMAGES AS SET FORTH NEXT BELOW.

WAIVER OF PUNITIVE DAMAGES:

IT IS RECOGNIZED THAT NORMALLY NEITHER THE LANDLORD'S NOR THE TENANT'S INSURANCE COMPANY PAYS FOR AN AWARD OF PUNITIVE DAMAGES. THUS IT IS NOT POSSIBLE FOR EITHER PARTY TO INSURE AGAINST SUCH A LOSS. BOTH PARTIES FEEL IT IS IN THEIR BEST INTEREST TO MUTUALLY WAIVE THE RIGHT TO COLLECT PUNITIVE DAMAGES AGAINST EACH OTHER AND HEREBY ELECT TO DO SO.

THEREFORE, IT IS AGREED THAT THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES IN ANY DISPUTE BETWEEN THE PARTIES, AGAINST EITHER PARTY. FOR PURPOSES OF ESTABLISHING THE ENFORCEABILITY OF THIS WAIVER OF PUNITIVE DAMAGES, THE PARTIES HAVE ELECTED TO HAVE FEDERAL LAW, INCLUDING BUT NOT LIMITED TO THE FEDERAL ARBITRATION ACT, APPLY AS A CHOICE OF LAW. THUS THE LEGALITY OF THIS WAIVER WILL BE JUDGED UNDER FEDERAL LAW AND NOT STATE OR CITY LAWS. IN THE EVENT THAT FOR ANY REASON THIS MUTUAL WAIVER OF PUNITIVE DAMAGES IS NOT UPHELD, THEN BOTH PARTIES AGREE THAT THERE SHOULD BE A REASONABLE LIMIT ON THE AMOUNT THAT EITHER PARTY SHALL RECOVER AGAINST THE OTHER. SUCH LIMIT SHALL BE ONE (1) TIMES THE AMOUNT OF ACTUAL DAMAGES AWARDED.

WAIVER OF COURT AND JURY TRIAL:

YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

ELECTION OF THIS ARBITRATION PARAGRAPH

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOUR ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION."




LANDLORD

TENANT

IN WITNESS WHEREOF, the undersigned parties to the Lease have executed this Lease the day and year first above written.

LANDLORD:

Date: 1-23-18

By: 

Title: Owners Daniel Blake

Address:

4374 Union Rd

Paso Robles, Ca 93446

APN: 015-053-003

TENANT:

Date: 1-23-18

By: 

Title: General Manager: Sukhy Sran

Address:

Diamond West Farming Co., Inc.

P.O. Box 722

Paso Robles, CA 93447

Addendum to Agricultural Lease

The following revisions and additional terms are made to that certain Agricultural Lease dated 1-23-18 by and between Daniel A. Blake and Janice A. Blake, Trustees of The Daniel A. Blake and Janice A. Blake Living Trust dated July 15, 1986 ("Landlord") and Diamond West Farming Company, Inc., a California corporation ("Tenant"). To the extent there is any conflict between the terms of the foregoing Lease and this Addendum, the terms of this Addendum shall govern.

The parties hereby agree as follows:

1. Holdover. If Tenant remains in possession of the Premises, or any material part thereof, after the expiration or termination of this Lease, such occupancy shall be a tenancy from month to month, at 125% of the rental rate in place immediately prior to the expiration or termination of the Lease, and otherwise upon all the applicable provisions of this Lease pertaining to the obligations of Tenant, including without limitation additional rent on a prorated basis.
2. Williamson Act. Tenant acknowledges that the property of which the Premises is a part is subject to a Williamson Act Contract/Ag Preserve, and agrees that the Premises shall be used and maintained so as to not violate the terms of that contract.
3. Use of Tenant Well for Domestic Use. In the event water levels are too low in the existing domestic well to provide service to the residences on the property of which the Premises is a part, Tenant shall allow use of the Tenant's Well to provide water to those residences for domestic purposes until such time as the domestic well is again able to provide sufficient service to the residences.
4. Right of First Refusal/Right of First Offer. Section 16.9 of the Lease is hereby deleted in its entirety and replaced with the following:
 - a. Right of First Offer. If Landlord decides to list the property of which the Premises is a part for sale, Landlord shall first offer it to Tenant on the following terms:
 - i. Landlord shall provide Tenant with written notice of the listing price, including any other material terms of the listing (the "Listing Notice").
 - ii. Tenant shall have ten (10) days after receipt of the Listing Notice to exercise its right to purchase the property. If Tenant does not respond within said 10-day period, Tenant shall be deemed to have waived their right of first offer.
 - iii. If Tenant notifies Landlord within said 10-day period that they wish to purchase the property on the listing terms, then the parties shall enter into an industry standard purchase agreement, with a 30-day escrow.
 - iv. If Tenant replies with a counteroffer of any kind, Landlord may, but has no obligation to, respond to that counteroffer and continue to negotiate with Tenant. Landlord may also reject the counteroffer and it shall be

- deemed a rejection of the Listing Notice and Landlord shall be free to proceed with the listing.
- v. If Tenant does not opt to purchase the property after receipt of the Listing Notice, and the listing proceeds, the right of first offer shall be deemed waived. If Landlord drops the listing price, or wants to accept a third party offer, that is less than 10% below the listing price, Landlord agrees to re-offer the property to Tenant with a second Listing Notice, which Tenant would then again have ten (10) days to respond to.
- b. Right of First Refusal. Tenant shall also have a right of first refusal to purchase the property on the same terms and conditions offered by a third party buyer who brings an offer when the property is not listed for sale. If Landlord receives such an offer, Landlord shall present the offer (the "Offer Notice") to Tenant for review and Tenant shall have ten (10) days to elect whether to exercise the right of first refusal. If Tenant elects to exercise their right of first refusal, closing shall be within the time set forth in the Offer Notice. If Tenant replies with a counteroffer of any kind, Landlord may, but has no obligation to, respond to that counteroffer and continue to negotiate with Tenant. Landlord may also reject the counteroffer, in which case the counteroffer shall constitute a rejection of the Offer Notice, and Landlord shall be free to proceed with the sale.
- c. Exempt Transfers. In any event, the foregoing right of first offer and right of first refusal shall specifically *not* apply to: 1) any transfer by Landlord to an entity in which Landlord holds an interest; 2) any transfer by Landlord to a family member; 3) any transfer pursuant to the terms of Landlord's estate planning; and/or 4) the grant of security interest in the real property to secure a loan or other obligation of Landlord.
5. Mediation & Arbitration. Section 17, including all subheadings thereunder, is hereby deleted in its entirety and replaced with the following:
- a. Mediation. The parties agree to mediate any dispute or claim between them arising out of this Agreement. The mediation shall be in San Luis Obispo County, before a mutually agreed upon mediator. Before resorting to arbitration or court action, mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties shall sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with California Evidence Code Section 1119. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph

applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such arbitration or court action. However, the filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not in itself constitute a loss of the right to recover attorneys' fees under this provision. The following matters are excluded from the requirement of mediation hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment real property sales contract as defined in California Civil Code Section 2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; and (d) any matter which is within the jurisdiction of a probate court.

Landlord Initials: ABJ

Tenant Initials: SSS

- b. Waiver of Jury Trial. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.
- c. Waiver of Punitive Damages. IT IS RECOGNIZED THAT NORMALLY NEITHER THE LANDLORD'S NOR THE TENANT'S INSURANCE COMPANY PAYS FOR AN AWARD OF PUNITIVE DAMAGES. THUS IT IS NOT POSSIBLE FOR EITHER PARTY TO INSURE AGAINST SUCH A LOSS. BOTH PARTIES FEEL IT IS IN THEIR BEST INTEREST OT MUTUALLY WAIVE THE RIGHT TO COLLECT PUNITIVE DAMAGES AGAINST EACH OTHER AND HEREBY ELECT TO DO SO.


Landlord Initials: ABJ

Tenant Initials: SSS

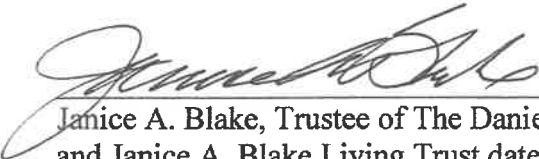
Signatures on following page

Signature page to addendum to Agricultural Lease

LANDLORD



Daniel A. Blake, Trustee of The Daniel A. Blake
and Janice A. Blake Living Trust dated July 15,
1986



Janice A. Blake, Trustee of The Daniel A. Blake
and Janice A. Blake Living Trust dated July 15,
1986

TENANT

Diamond West Farming Company, Inc.,
a California corporation

By: 

Print Name: Sukhy Srani

Title: Owner