

GRAZING LEASE

This grazing lease (Lease) is between Beatrix Oswald Robinson, Richard Robinson, Margaret S. Oswald, William S. Oswald, and Ellen Oswald (Lessors) and Mark Biaggi (Lessee).

Recitals

This agreement is made with reference to the following facts:

A. Lessors collectively own an 88.4% undivided interest in real property located in Mendocino County, California, commonly known as Sugarloaf Ranch (Ranch), consisting of approximately 220 acres. A legal description of the Ranch is attached as Exhibit A. Two minority owners of the Ranch are not parties to this lease. Lessee understands that Lessors are tenants in common, not partners.

B. A partition lawsuit involving the Ranch (Robinson v. Oswald, No. 07-99772, is pending before the Mendocino County Superior Court. An interlocutory judgment was entered in this action on October 4, 2011. Dan Godeke has been appointed referee with instructions to sell the Ranch. The Ranch is currently on the market for sale.

Terms and Conditions

1. Lease and term. For and in consideration of the rents, covenants and conditions set forth in this document, Lessors hereby lease the Ranch to Lessee, and Lessee leases the Ranch from Lessors for a term of five years exclusively for the purpose of grazing livestock, and not for any other purposes commencing on December 15, 2014, and ending at midnight on December 31, 2019, unless terminated by either party in accordance with this Lease. Residential uses of any kind are prohibited under this lease.

2. Exclusive right to graze. Lessee shall have the exclusive right to graze livestock on the Ranch during the term of the Lease. However, Lessors and/or their agents shall retain the right to enter on the ranch to the extent that they do not conflict with Lessee's right to graze, and, in particular, for purposes of showing the Ranch to prospective purchasers.

3. Rents. Lessee agrees to pay Lessors One Dollar (\$1.00) per month as a grazing fee during the term of the Lease.

4. No overgrazing. Lessee shall not permit the Ranch to be overgrazed. Lessee may graze a maximum of 100 animal units at any one time; provided however, that

Lessors retain the right to adjust the number of livestock using the ranch depending on weather and pasture conditions. As used here, "animal unit" means an animal weighing up to 1000 pounds.

5. Termination of Lease. Either party may terminate this lease by giving the other party a minimum of sixty (60) days prior written notice.

6. Lessee's duties. Lessee shall manage the Ranch in a manner intended and designed to enhance agricultural productivity, protect creeks and ponds, maintain fencing and other structures, and improve the general appearance of the Ranch to enhance its marketability.

7. Perimeter fencing. Lessee shall cause the exterior perimeter of the Ranch to be fenced with a substantial livestock fence, similar in style or durability to that shown in Exhibit B, on or before March 31, 2015. Lessee shall cause the fence to be constructed in a workmanlike manner, in accordance with generally accepted practices for construction of substantial livestock fences. Lessee shall be responsible for overseeing and coordinating construction of the fence. Lessor shall pay the reasonable cost of the perimeter fence, based upon time and materials, in an amount not to exceed \$40,000. Lessee shall provide Lessor with detailed written invoices for fencing costs, supported by written receipts and documentation of time and expenses. Lessee shall keep the Ranch free and clear of mechanic's liens relating to the fencing project, and shall indemnify Lessors from any liens.

7A. Internal facilities. Lessee may install temporary internal fencing and facilities for the storage and distribution of water. Lessee must remove all such facilities at his expense immediately on termination of the Lease.

8. Taxes. Lessors are responsible for paying all real property taxes assessed against the Ranch. Lessee shall pay all taxes against any of his personal property situated on the Ranch and shall hold Lessors harmless from any claim or liens as a result of unpaid taxes.

9. Liability. This Lease is made on the express condition that Lessors shall not be liable for any damages, or claims for damages by reason of any injury or death to any person(s) while in, upon or in any way connected with the premises under occupation by Lessee, and Lessee further agrees to indemnify, defend, and hold Lessors harmless from and against all claims, demands, causes of action, liabilities, losses, costs of defense, attorney fees and judgments arising out of his occupation of the Ranch and/or grazing of livestock on the Ranch, including but not limited to claims for personal injury, wrongful death and/or property damage.

10. Lessee's insurance. Lessee, at Lessee's sole expense, shall obtain and keep in force at all times during the Term of this Lease, a commercial general liability insurance policy insuring Lessor against the risks of bodily and personal injury, property damage, and owned and non-owned automobile liability arising out of Lessee's use, occupancy and/or maintenance of the Ranch and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000). Each Lessor shall be named as additional insured. The policy shall contain cross liability endorsements and shall insure performance by Lessee of the indemnity provisions of this Lease and shall be primary, not contributing with, and not in excess of coverage which Lessor may carry. The limits of the insurance shall not be a limit to Lessee's duty to indemnify Lessor.

11. Gates. Lessee and Lessors (and their agents, guests and prospective purchasers) shall keep all perimeter gates closed and locked at all times except while entering or leaving the Ranch or when livestock are in the process of being moved.

12. Assignment. Lessee shall not assign or transfer this Lease or any interest in this Lease, nor sublet the whole or any part of the Ranch, without first having obtained the written consent of Lessors.

13. Binding effect. This Lease is and shall be binding upon the parties, their heirs, executors, administrators, trustees, and assigns (to the extent that assignment is permitted under this Lease).

14. Attorney fees. In any action or proceeding brought to enforce or interpret this Lease, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, both at trial and on appeal, incurred by the prevailing party.

15. Notices. All notices, requests, demands and communications concerning this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on a party, or on the second day after mailing, if notice is given by mail. Mailed notices shall be addressed as follows:

TO LESSORS: Beatrix Oswald Robinson
 Richard Robinson
 701 Talmage Road
 Ukiah, California 95482

 Margaret S. Oswald
 1059 Vallejo Street
 San Francisco, California 94133

 Ellen Oswald
 William S. Oswald
 1125 Amphlett Blvd.
 San Mateo, California 94401

TO LESSEE: Mark Biaggi
 P.O. Box 268
 Manchester, California 95459

16. Entire agreement; modifications. This is the entire agreement of the parties concerning the Lease. It supersedes all prior and contemporaneous agreements, negotiations, and understandings between the parties concerning the Lease. This agreement may be modified only by a writing signed and acknowledged by all the parties.

EXHIBIT A

SUGARLOAF RANCH

All that certain real property situated in the State of California, County of Mendocino, described as follows:

Parcels 131-030-01 and 131-030-05 Section 11, Township 14 North, Range 17 West; Parcels 131-030-03, 131-030-06, 131-030-08, 131-030-23, 131-030-24, and 131-030-25 Section 12, Township 14 North, Range 17 West, M.D.B. & M.

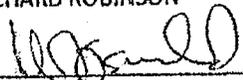
17. Miscellaneous provisions. This Lease may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. This Lease shall not take effect until it has been signed by the Lessee and all of the Lessors named in this document. This Lease shall not be recorded.

IN WITNESS WHEREOF, the parties have executed this Lease on the date(s) set forth next to their signatures.

LESSORS:

BEATRIX OSWALD ROBINSON Dated: _____, 2014

RICHARD ROBINSON Dated: _____, 2014



MARGARET S. OSWALD Dated: 12-05-14, 2014

WILLIAM S. OSWALD Dated: _____, 2014

ELLEN OSWALD Dated: _____, 2014

LESSEE:



MARK BIAGGI Dated: 12/02, 2014