

LEASE OF REAL PROPERTY

1. APPLICATION CODE 1 — "A" APPLICATION 2 — "I" INCREASE/CROP PERCENTAGE 3 — "P" PARTIAL CANCELLATION		4 — "F" APPLICATION 5 — "D" DELETION/REVERSAL 6 — "C" REVERSAL OF PARTIAL CANCELLATION		7 — "L" Reversal of FULL CANCELLATION 8 — "S" STATISTICAL CHANGE	
2. CASE NUMBER LESSEE ST CO LESSEE ID			3. OK CODE		4. PROPERTY ID NUMBER
5. LESSEE NAME AND ADDRESS			6. LEASE TYPE CODE 01 — LUMP SUM 02 — CROP PERCENTAGE 03 — MONTHLY 04 — PERIODIC PAYMENTS 06 — TRANSITIONAL HOUSING FOR THE HOMELESS (SFH ONLY) 07 — NATURAL DISASTER (SFH ONLY) 21 — LUMP SUM HOMESTEAD PROTECTION (HP) 23 — MONTHLY HP 24 — PERIODIC PAYMENTS HP 31 — LUMP SUM FARM BUY-BACK (FBB) 32 — CROP PERCENTAGE FBB 33 — MONTHLY FBB 34 — PERIODIC PAYMENTS FBB 41 — LUMP SUM WITH OPTION TO PURCHASE (OP) 42 — CROP PERCENTAGE OP 43 — MONTHLY OP 44 — PERIODIC PAYMENT OP		
ZIP CODE			7. NUMBER OF NAME FIELDS	8. NUMBER OF ADDRESS FIELDS	9. DATE LEASE EFFECTIVE MO DA YR
10. DATE LEASE ENDS MO DA YR	11. LEASE NO.	12. LESSEE RACE CODE 1 — WHITE 2 — BLACK (AFRICAN AMERICAN) 3 — AMERICAN INDIAN - ALASKAN NATIVE 4 — HISPANIC 5 — ASIAN - PACIFIC ISLANDER 7 — TAX EXEMPT 8 — NON-TAX EXEMPT	13. LESSEE RELATIONSHIP CODE 01 — IMMEDIATE PREVIOUS BORROWER-OWNER 02 — SPOUSE OF PREVIOUS BORROWER-OWNER ACTIVELY ENGAGED IN FARMING 03 — CHILD OF PREVIOUS BORROWER-OWNER ACTIVELY ENGAGED IN FARMING 04 — STOCKHOLDER OF CORPORATION THAT WAS PREVIOUS BORROWER-OWNER 05 — IMMEDIATE PREVIOUS FAMILY SIZE FARM OPERATOR 06 — OPERATORS OF NOT LARGER THAN FAMILY-SIZE FARM 07 — INDIAN MEMBER OF TRIBE THAT HAS JURISDICTION 08 — INDIAN CORPORATE ENTITY 09 — INDIAN TRIBE ITSELF 10 — UNRELATED		14. LESSEE KIND CODE 00 — ALL OTHERS 05 — SOCIALLY DISADVANTAGED - ETHNIC 06 — SOCIALLY DISADVANTAGED - GENDER
15. LESSEE TYPE CODE 01 — INDIVIDUAL 02 — GENERAL PARTNERSHIP 03 — LIMITED PARTNERSHIP 04 — CORPORATION 05 — PUBLIC BODY 06 — NON-PROFIT 07 — ASSOCIATION OF FARMERS 08 — ORGANIZATION OF FARMERS 09 — BEGINNING FARMER 10 — FARMER 11 — OTHER					
16. AMOUNT OF LEASE CHARGE			17. AMOUNT OF FIRST INSTALLMENT		
18. DATE OF FIRST INSTALLMENT MO DA YR			19. AMOUNT OF SECOND INSTALLMENT		
20. DATE OF SECOND INSTALLMENT MO DA YR			21. AMOUNT OF THIRD INSTALLMENT		
22. DATE OF THIRD INSTALLMENT MO DA YR			23. AMOUNT OF FOURTH INSTALLMENT		
24. DATE OF FOURTH INSTALLMENT MO DA YR			25. AMOUNT OF FIFTH INSTALLMENT		
26. DATE OF FIFTH INSTALLMENT MO DA YR			27. SECURITY DEPOSIT AMOUNT		
28. DATE SECURITY DEPOSIT REMITTED MO DA YR			29. SUBJECT TO REDEMPTION RIGHTS 1 — YES 2 — NO		
30. DATE REDEMPTION RIGHTS EXPIRE MO DA YR					

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31. REMARKS AND SPECIAL STIPULATIONS:

Continuation of Remarks/Special Stipulations is attached.

32. The United States of America acting through the Rural Development as the Lessor agrees to lease to the above-named Lessee, and the Lessee hereby leases to occupy and/or use; subject to redemption rights, if any, and the general provisions set forth on the reverse, Special Stipulations above, and in any attachments, the property located at _____ .
In the County of _____ , State of _____ .

33. RURAL DEVELOPMENT, Lessor

Lessee

BY: _____

TITLE:

DATE:

DATE:

GENERAL PROVISIONS

1. **PAYMENTS.** – The Lessee will pay to the Lessor the rent set forth in cash, certified check, cashier's check, money order or personal check payable to the order of the Farmers Home Administration at the address given or to such other party as designated in writing by Lessor.

2. **SECURITY DEPOSIT.** – If the security deposit block on the face of this lease is marked "yes", then receipt of the sum following is hereby acknowledged by the Lessor. This deposit is to be held by Lessor as security for the full and faithful performance of all of the terms and conditions of this lease. Upon termination or expiration of this lease the surrender of all keys to the Lessor and the vacating of the property by the Lessee, the Lessee shall be entitled to the return of the above security deposit providing the property is vacated in as good condition as it was at the time it was first occupied by the Lessee, reasonable wear and tear excepted. Deductions may be made from this security deposit by the Lessor to reimburse Lessor for the cost of repairing or replacing property that may be broken, damaged, lost or missing. This security deposit is not an advance on the rental payment and Lessee may not deduct any portion of it from rent due the Lessor. The security deposit, less any deductions, will be refunded to the Lessee six weeks after the property has been vacated by the Lessee and inspected by the Lessor. It is understood that no interest shall accrue to the security deposit.

3. **UTILITY COSTS.** – Utilities and operating expenses are not included in the rent and are the responsibility of the Lessee.

4. **DELAY IN OCCUPANCY.** – Should the property not be ready for occupancy on the beginning date as indicated above, this lease shall not be affected thereby but Lessee shall owe rent commencing with the date on which the Lessee can occupy the property or the property is ready for occupancy, as determined by the Lessor.

5. **INTERRUPTED OCCUPANCY.** – Should the property be destroyed or materially damaged during the period of this lease so as to render it wholly unfit for occupancy by unforeseen event not due to any fault or neglect of Lessee, the lease shall be terminated and the Lessee shall be entitled to a credit or refund for the unexpired term of the lease for which payment has been made

6. **POSTING OF PROPERTY BY LESSOR.** – Lessor reserves the right to post the property with "For Sale," "For Rent," or other appropriate signs during the period of this lease, and Lessee will allow parties authorized by Lessor to visit and inspect the premises during reasonable hours by appointment in view of purchasing or renting during the entire term of this lease.

7. **PROPERTY FOR SALE.** – Lessee understands that the premises may be offered for sale and that in the event of a sale, the lease may be transferred to the purchaser.

8. **RIGHT OF INGRESS AND EGRESS BY LESSOR.** – The Lessor shall have the right of ingress and egress at all reasonable times over, across, and upon the property for the prevention of soil erosion and pollution and control or the improvement of the property for farming and residential or other purposes, and for those purposes, the right to construct upon, repair, alter, or improve the property, and to drain, terrace, and ditch the land; and the Lessee hereby waives and releases any and all claims against the Lessor for any damages arising from any entry, operation, activity or inactivity by the Lessor on the property in the reasonable exercise of any of its rights hereunder.

9. **USE OF RESIDENTIAL PROPERTY.** – Lessee agrees that the premises, if residential, shall be occupied only by the Lessee and the Lessee's family for residential purposes only. No business of any kind shall be carried on, in or from the premises without the prior written consent of the Lessor.

10. **PARKING AND AUTOMOTIVE REPAIRS.** – Lessee agrees that Lessee and Lessee's guests shall use only the parking space(s) specifically designated by the Lessor. Lessee agrees, except for emergency towing or starting repairs, that no repairs or maintenance of vehicles will be performed in the parking area or elsewhere on or about the premises.

11. **NOISE.** – Lessee agrees that Lessee and Lessee's family and guests will refrain from causing or permitting any unnecessary loud noise from any source including human voices to emit from the premises and at all time, a reasonable degree of quiet shall be maintained.

17. **LAUNDRY FACILITIES.** – Lessee agrees that any laundry facilities provided shall not be used for any purpose other than normal washing and drying of clothing and domestic linen.

13. **MAINTAINING PROPERTY.** – The Lessee shall maintain the premises in a clean, sanitary, safe and satisfactory condition as at occupancy, reasonable wear and tear excepted. The Lessee shall ensure that tenant(s) will not commit waste or permit waste to be committed on leased premises and that the premises will not be used for any purposes which are violative of local ordinances or federal or state regulations or statutes.

14. **REMOVAL OR CONSTRUCTION BY LESSEE.** – The Lessee shall not without the consent of the Lessor, demolish, alter, add to, or remove any buildings or structures on the property. No holes shall be drilled in the walls, woodwork or floors, no antenna shall be installed, and no painting or wall papering is permitted unless authorized in writing by Lessor.

15. **DEDUCTIONS FOR REPAIRS.** – The Lessee waives all rights to make deductions and off-sets from the rent for repair and improvements unless the prior written approval for the Lessor is obtained. Any repairs, alterations or improvements for leased premises, undertaken by the Lessee without such prior written approval shall be deemed the voluntary acts of the Lessee.

16. **PAYMENT FOR DAMAGES.** – Lessee agrees to pay Lessor the cost for repair of any damage to the property inflicted intentionally or inadvertently by Lessee or Lessee's guests.

17. **INSURANCE.** – Lessee understands that Lessor does not and has no obligation to carry insurance on the property or its contents.

18. **ASSIGNMENT AND SUBLETTING.** – The leased premises may not be sublet, in whole or in part, nor the lease assigned, voluntarily or otherwise, except that in the case of the death or incompetency of the Lessee the lease may be assigned to and assigned by the spouse of the Lessee. The leased premises may not be sublet in whole or in part nor the lease assigned without the prior written consent of the Lessor.

19. **TERMINATION OF LEASE.** – Except as provided in Special Stipulations on the face or attached, this lease may be terminated by either party upon 30 days written notice to the other party at that party's address set forth in this lease. If the premises are sold, subject to the lease, the new owner thereof may terminate this lease by giving 30 days notice to Lessee in the same manner, but in any event, the Lessee shall retain the right to harvest any existing crops.

20. **VACATING THE PROPERTY.** – Upon the expiration of termination of this lease, and without further notice, the Lessee shall forthwith peaceably vacate and surrender possession of the property in as good condition as the property is now or shall be put during the term of this lease, reasonable wear and tear excepted. Upon failure of the Lessee forthwith to vacate and surrender possession of the property, the Lessee shall remain in possession thereof only as a tenant at the sufferance of the Lessor who may immediately, or at any time thereafter, re-enter the property and remove all persons and property therefrom, either by summary dispossession proceedings or by any other suitable action or proceeding at law, or otherwise, without being liable to damage therefor.

21. **REMOVAL OF PERSONAL PROPERTY.** – Any personal property belonging to the Lessee and left on the leased premises after termination or expiration of the lease may be disposed of by Lessor in any manner deemed proper and Lessor is hereby relieved of all liability for doing so.

22. **RELEASE FROM CLAIMS AND LIABILITY.** – Lessee hereby agrees to relieve and hold harmless Lessor and any of the Lessor's employees for any and all claims for damage to the Lessee's property and any and all liability that may occur in connection with this lease.

23. **MEMBERS OF OR DELEGATES TO CONGRESS.** – No member of or delegate to congress shall be admitted to any share or part of the agreement or any benefit that may arise therefrom.