

License Agreement

This License Agreement made this 28 day of January, 2016, between the Loudon County Economic Development Agency, Inc. as agent for Loudon County and the City of Loudon, political subdivisions of the State of Tennessee (hereinafter referred to as "Licensor"), and **John D. James**, 2455 Maremont Parkway, Loudon, Tennessee 37774 (hereinafter referred to as "Licensee").

Witnesseth

Whereas, the County of Loudon and the City of Loudon are joint owners of certain parcels of land in the Centre Seventy-Five Business Park; and

Whereas, it is desirable to keep the property maintained in a reasonably good condition and mowed occasionally; and

Whereas, Licensee can derive certain benefits from mowing of hay and grazing of live stock, and Licensee is willing to rent from and maintain for Licensor a portion of the Center Seventy-Five Business Park over an extended period of time;

It is, accordingly, AGREED between the parties as follows, in consideration of Fifty-Three Hundred Ninety-Five Dollars (\$5,395) per year and the mutual covenants contained herein:

1. Licensee is hereby granted a license for agricultural purposes to cut the hay and graze customary livestock on property located in the Center Seventy-Five Business Park.

The licensed areas shall include the property shown on the map attached hereto as Exhibit 1, as labeled Tracts A, B, C, and D.

2. The terms of this agreement are for 60 months, (January 1, 2016 through December 31, 2020) being subject to termination if development of the area is initiated.

3. Licensor, including its agents, reserves the unrestricted right for itself and persons authorized by it to enter upon the premises at any time for the purpose of industrial, residential, commercial, archaeological, and historical explorations without liability to licensee.

4. In addition to an annual lease fee stated above, licensee agrees to mow all fields not designated as public rights of way twice during the year for harvesting; all unused portions not acceptable for harvesting will be mowed annually, provided they can be

safely navigated with tractors. Licensee shall mow road rights of way, including boulevard within the development every six to eight weeks during the mowing season or as needed, provided however the height of grass shall not exceed 12 inches. The farm fence parallel to the roadways shall be treated with roundup for control of vegetative growth annually, or as needed. Licensee shall fertilize and lime said areas in order to maintain a quality stand of grass. Licensee also agrees to periodically weed eat vegetation along the wood farm fence within the property or apply general herbicide as needed.

5. Licensee is authorized to use lime or other types of fertilizer on the property, but it is required to maintain records on the quantity and type of fertilizer used, such records to be submitted to Licensor in April of each year.
6. The permitted clearing of vegetation shall be restricted to the areas highlighted on the attached drawing as part of this Resolution.
7. Prior to clearing of property, parallel to the wet weather conveyance, the Loudon County Economic Development Agency shall identify and mark canopy trees that shall be preserved.
8. Licensee agrees to maintain and keep clear of vegetation the two billboards located on the west side of Centre Park Drive.
9. Licensor reserves the unqualified and unrestricted right to cancel this license as to all or any part of the licensed premises at any time, without regard to payment periods, and without liability to Licensee by giving thirty (30) days written notice to the Licensee. In accepting this license agreement, the Licensee agrees not to make any claims except as herein expressly provided.
10. Sod shall not be sold or removed from any portion of the premises unless specifically permitted by the terms or conditions.
11. Licensees covenant to take no actions, nor to allow any actions, that would cause any environmental or hazardous waste conditions on any of the licensed premises, and no trash or waste of any kind shall be allowed to accumulate, nor shall any other condition be allowed to exist which, in the opinion of Licensor, may cause an aesthetic or other perceptual problem concerning the showing of the property by Licensor for development purposes.

12. Licensee shall not make or permit or suffer any member of his family, employees, agents, guests, or invitees to make any offensive use of the licensed premises, and shall not permit or suffer the commission of waste upon the premises by said parties. Licensee shall refrain from acts, which, in the opinion of Licensor, have a tendency to cause undue soil erosion thereon. Licensee shall make all reasonable efforts to prevent and suppress forest fires and grass fires upon or in the vicinity of the premises, and shall refrain from the cutting or removal of any timber on the premises without proper authorization by Licensor.
13. Licensee shall not sub-lease, rent, nor allow use of property by another party.
14. Licensee shall hold Licensor, including the political subdivisions which agent represents, harmless from any and all liability for personal injuries, property damage, or for loss of his family, or by any other person arising out of or in any way connected with the use or condition of the licensed premises or any means of ingress thereto or egress there from including, without limitation, any and all liability for such injuries, damage, or loss arising out of or any way connected with flooding, siltation, soakage, erosion, or any consequences of said conditions whether or not the result of water control projects or operations undertaken or performed by Licensor.
15. The licensee shall submit the annual lease payment by the first day of January of each year. Payments shall be made to Loudon County Economic Development Agency.

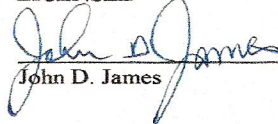
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first above written.

LICENSOR

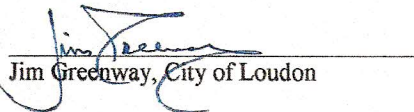


Rollen "Buddy" Bradshaw, Loudon County,
Tennessee

LICENSEE



John D. James



Jim Greenway, City of Loudon

BY:



Patrick Phillips, Executive Director
Loudon County Economic Development Agency

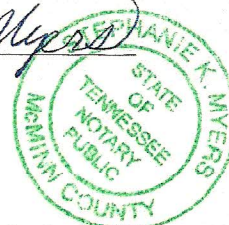
STATE OF TENNESSEE)
COUNTY OF LOUDON)

Personally appeared before me, the undersigned Notary Public, the within named Licensee, **JOHN D. JAMES**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 28th day of January, A.D., 2016.

My commission expires: 2/13/17

Stephanie K. Myers
Notary Public



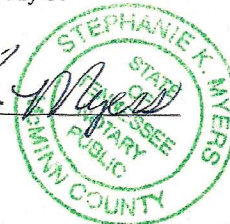
STATE OF TENNESSEE)
COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **ROLLEN "BUDDY" BRADSHAW**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the County Executive of Loudon County, Tennessee, the within named Licensor, a political subdivision of the State of Tennessee, and that he as such County Mayor being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as County Mayor.

Witness my hand and official seal at office this 28th day of February, A.D., 2016.

My commission expires: 2/13/17

Stephanie K. Myers
Notary Public



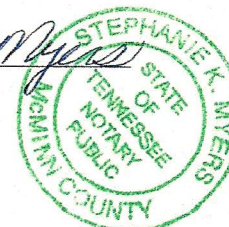
STATE OF TENNESSEE)
COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **JIM GREENWAY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Loudon County, Tennessee, the within named Licensor, a municipal corporation of the State of Tennessee, and that he as such Mayor being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as Mayor.

Witness my hand and official seal at office this 4th day of February, A.D., 2016.

My commission expires: 2/13/17

Stephanie K. Myers
Notary Public



Licensing Agreement Amendment

**Amendment to the licensing agreement between the Loudon County
Economic Development Agency (hereinafter "Licensor" and John D. James
(hereinafter "Licensee") for agriculture operations at
Centre 75 Business Park, Loudon, TN**

Pursuant to the Intergovernmental Agreement by and between the County of Loudon and City of Loudon, the Board of Directors of the Loudon County Economic Development Agency "shall be responsible for the maintenance and administration of the property". As such, the Board has entered into a 3-year licensing agreement with John D. James to conduct agricultural operations on the subject property with the licensing agreement expiring December 31, 2015.

Licensee has requested authorization from the Board of Directors to remove canopy trees and brush within certain areas of the property to expand areas for agricultural crop production, and desires to extend the lease an additional five years to amortize the costs associated with land clearing.

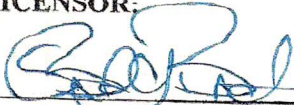
The clearing of the property also has a benefit to the marketing of the site for industrial/commercial businesses improving exposure and access.

The Board of Directors of the Loudon County Economic Development Agency unanimously voted on August 27, 2015 that the terms of the licensing agreement shall be extended an additional five (5) years at the current annual lease payment, expiring on December 31, 2020, to allow the licensee the opportunity to amortize expenses for clearing, subject to the following:

- 1) The permitted clearing of vegetation shall be restricted to the areas highlighted on the attached drawing as part of this Resolution.
- 2) Prior to clearing of property, parallel to the wet weather conveyance, the Loudon County Economic Development Agency shall identify and mark canopy trees that shall be preserved.
- 3) In addition, Licensee agrees to maintain and keep clear of vegetation the two billboards located on the west side of Centre Park Drive.

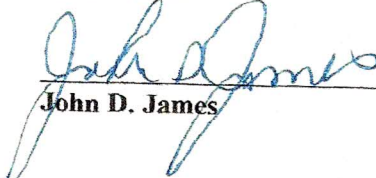
The licensee shall comply with all Federal, State and Local requirements pertaining to agricultural land disturbance activities. All other conditions and provisions of the current lease shall continue in force.

LICENSOR:

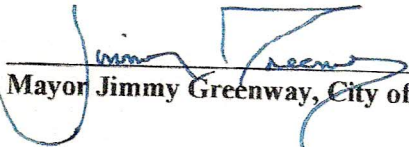


Mayor Buddy Bradshaw, Loudon County, Tennessee

LICENSEE:



John D. James



Mayor Jimmy Greenway, City of Loudon

STATE OF TENNESSEE)

COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **Jim Greenway**, with whom I am personally acquainted, and who, upon oath, acknowledged he himself to be the Mayor of the City of Loudon County, Tennessee, the within named **Licensor**, a municipal corporation of the State of Tennessee, and that he as such **Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the municipal corporation by himself as Mayor.

Witness my hand and official seal at office this 4th day of February, A.D.,

2016.

Stephanie K. Myers
Notary Public



My commission expires: 2/13/2017

BY:

Patrick Phillips

Patrick Phillips, Executive Director
Loudon County Economic Development Agency

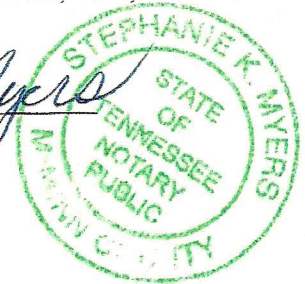
STATE OF TENNESSEE)

COUNTY OF LOUDON)

Personally appeared before me, the undersigned Notary Public, the within named Licensee, **JOHN D. JAMES**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 28th day of January, A.D., 2016.

Stephanie K. Myers
Notary Public



My commission expires: 2/13/17

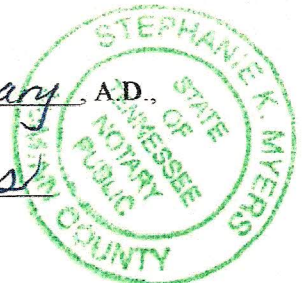
STATE OF TENNESSEE)

COUNTY OF LOUDON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared **Rollen "Buddy" Bradshaw**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the County Executive of Loudon County, Tennessee, the within named **Licenser**, a political subdivision of the State of Tennessee, and that he as such **County Mayor** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the political subdivision by himself as County Mayor.

Witness my hand and official seal at office this 8th day of February, A.D., 2016.

Stephanie K. Myers
Notary Public



My commission expires: 2/13/2017