

**Grain Bin Access License Agreement  
(Cordova Farm - Auction Tract 7)**

This Grain Bin Access License Agreement (this "**Agreement**") is entered into this 1st day of March, 2012 (the "**Effective Date**") by and between Farmland Management Services, a California limited liability company ("**Licensor**"), and Rodney L. Schmidt, Cindy L. Schmidt, Michael R. Schmidt, and Schmidt Farms ("**Licensee**").

A. Licensor is the "Lessor" under that certain Agricultural Lease dated January 31, 2008 (the "**Cordova 1 Agricultural Lease**") relating to the property commonly known as the Cordova 1 Farm located in Whiteside County, Illinois (the "**Cordova 1 Farm**"). Licensor is the "Lessor" under that certain Agricultural Lease dated March 10, 2008 (the "**Cordova 2 Agricultural Lease**") relating to the property commonly known as the Cordova 2 Farm located in Whiteside County, Illinois (the "**Cordova 2 Farm**").

B. Licensee is the "Lessee" under the Cordova 1 and Cordova 2 Agricultural Leases.

C. Licensor has requested that Licensee terminate its rights as "Lessee" under the Cordova 1 and Cordova 2 Agricultural Leases effective as of March 1, 2012, and Licensee has agreed to terminate its rights as "Lessee" under the Cordova 1 and Cordova 2 Agricultural Leases effective as of March 1, 2012.

D. In consideration for Licensee's early termination of the Cordova 1 and 2 Agricultural Leases, Licensor has agreed to grant to Licensee, upon and subject to the terms and conditions herein provided, a temporary non-exclusive license to continue to use the grain storage building(s) located on a portion of the Cordova 2 Farm until July 1, 2012.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

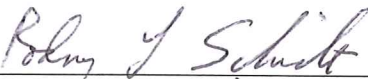
1. Termination of Agricultural Leases. Licensee acknowledges and agrees that its rights as "Lessee" under the Cordova 1 and Cordova 2 Agricultural Leases are hereby terminated effective as of March 1, 2012.
2. Grant of License. Subject to the terms and conditions of this Agreement and to all matters and conditions of record, Licensor hereby grants to Licensee, for the sole and exclusive use of the Licensee, a temporary non-exclusive license to continue to use the grain storage bin(s) (the "**License**") located on the portion of the Cordova 2 Farm depicted on Exhibit A attached hereto (the "**Licensed Premises**"). Licensee shall have no right to access or occupy any other portions of the Cordova 2 Farm, and Licensee's use of the Licensed Premises shall not interfere with the farming operations on the Cordova 2 Farm.
3. License Fee: There shall be no license fee due and owing by Licensee to Licensor.


4. Term of License. The term of the License shall commence on March 1, 2012 and shall expire upon the earlier of the following: (i) July 1, 2012; or (ii) upon the delivery of written notice by Licensor to Licensee immediately terminating the License due to Licensee's breach of this Agreement.
5. Reservation of Rights. The rights granted to Licensee in this Agreement are subordinate to the rights of Licensor and its contractors, agents, employees, successors, and assigns.
6. Transfer of License. The rights granted to Licensee in this Agreement may not be assigned, sold, transferred, leased, subleased, pledged, or mortgaged by Licensee. However, the rights granted to Licensor in this Agreement may be assigned, sold, transferred, leased, subleased, pledged, or mortgaged by Licensor without the consent of Licensee. The rights, privileges, and benefits of this Agreement shall automatically inure to any successor or assign of Licensor. For purposes of this Agreement, any future owner of the Licensed Premises shall automatically be a successor of Licensor.
7. CRP Contracts. Licensee agrees to cooperate with Licensor (or any successor or assign of Licensor) to transfer any existing CRP Contracts pertaining to the Cordova 2 Farm to Licensor (or any successor or assign of Licensor). Licensee further agrees that Licensor (or any successor or assign of Licensor) shall be entitled to the 2012 contract payment under the CRP Contract.
8. Restoration. Upon the expiration or termination of this Agreement, Licensee shall, at its sole cost and expense, cause the grain bin(s) to be left in a clean condition and any mechanical parts shall be left in working condition.
9. Insurance. If requested by Licensor, prior to access to the Licensed Premises, Licensee shall provide to Licensor a certificate of insurance naming Licensor, Proventus II LLC, and Hancock Natural Resource Group, Inc. and all of their subsidiaries, successors, and assigns as additional insureds under Licensee's insurance policy, such insurance policy shall be in form and substance and in such amount as is reasonably satisfactory to Licensor. Licensee shall maintain such insurance policy for the duration of this Agreement. Licensee shall provide Licensor with a copy of its insurance certificate, containing an endorsement which states that such insurance may not be cancelled until Licensor has been given thirty (30) calendar days' written notice of the intention of said insurer to cancel any such policy. If Licensor receives a cancellation notice, without renewal coverage from the same or a new insurer, or insurance coverage is otherwise cancelled or terminated, Licensee's rights under this Agreement are suspended until Licensor receives a copy of a new or renewed certificate of insurance acceptable to Licensor.
10. Indemnification and Hold Harmless. Licensee hereby assumes all liability for injuries or damages to persons or property caused by it or its employees, agents, representatives, or contractors and hereby releases, holds harmless and


indemnifies Licensor, Proventus, Proventus II LLC, and Hancock Natural Resource Group, Inc., their employees, agents, representatives, contractors, successors, and assigns against any and all claims, demands, suits, causes of action, fines, damages, losses, costs and expenses of every kind, nature and description, whatsoever, including, but not limited to, personal injury, death, property damage, attorneys fees, expenses and costs, arising out of or in any way connected with the exercise of Licensee's rights under this Agreement.


11. License Only Granted. This Agreement grants only a license under the terms and conditions stated in this Agreement. Nothing in this Agreement shall be construed to convey to the Licensee any legal or equitable interest in the Cordova 2 Farm or the Licensed Premises.
12. No Recording. This Agreement shall not be recorded.

**LICENSEE:**

  
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Rodney L. Schmidt

  
\_\_\_\_\_  
Cindy L. Schmidt


  
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Mike Schmidt

  
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Schmidt Farms

  
By Rodney L. Schmidt Pres.

**LICENSOR:**

Farmland Management Services, a California corporation

By:   
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Name: Michael D. Caucher  
Title: Vice President

# EXHIBIT A

DEPICTION OF LICENSED PREMISES  
ON AUCTION TRACT 7

