

5. **INJURY TO THIRD PERSONS:** Lessees shall save and hold the Lessors harmless from and against all claims and liability for death or injury to third persons or damage to property occasioned by the premises while Lessees are in actual and exclusive possession of the premises.

6. **UTILITIES:** Lessees shall have the right to utilize Lessor's water and electricity as necessary to irrigate the nursery stock planted.

7. **INSPECTION:** The premises above described and the personal property thereon have been examined and the Lessees are fully familiar with the condition of same, and accept the same in their present condition.

8. **RETURN OF PROPERTY:** The Lessees will, at the expiration of the term of this lease or any extensions thereof, or any sooner termination thereof, quit and deliver up the leased premises in as good a state of repair as the same are now, damages resulting from ordinary wear and from fire and the elements alone excepted.

9. **FAILURE TO PERFORM:** Time is of the essence of this lease, and the failure on the part of the Lessees to pay any installment of rental to the Lessors or to such other party or at such place as they may in writing direct, or to keep and perform each and every obligation on their part herein entered into shall constitute a breach of this lease, for which the Lessors may at their option, after thirty days written notice specifying the default to be cured, elect to declare the same null and void; in which case the Lessees agree to immediately quit and surrender said premises.

So long, however, as the Lessees shall faithfully perform all of the covenants and agreements on their part herein undertaken, they shall be entitled to the peaceful and uninterrupted possession of said premises, except only the right of the Lessors to inspect said premises upon reasonable times and occasions.

In the event legal proceedings are instituted at any time to enforce the terms and provisions of this lease, the prevailing party shall, in addition to such damages and costs of suit incurred, be entitled to reasonable attorney's fees.

10. **BINDING AFFECT:** This lease agreement shall be binding upon the parties thereto, and their heirs, successors and assigns. Lessees will make a considerable investment to plant and cultivate the property leased hereunder, and therefore this lease may not be terminated early. This lease shall be binding upon any person or entity who owns the leased property during the term of the lease, except for breach of lease as set forth above.