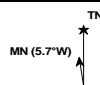


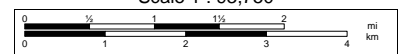
Data use subject to license.

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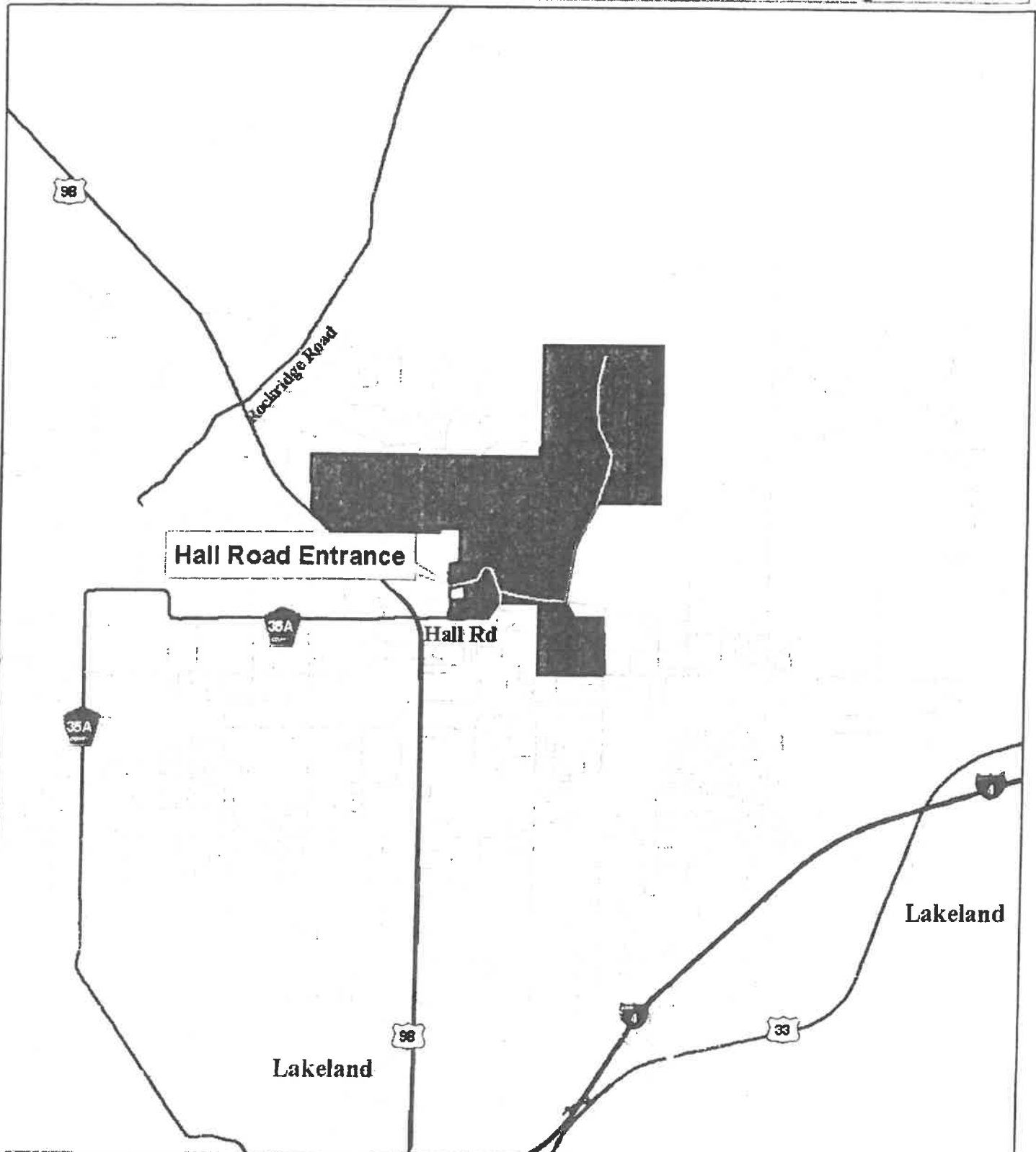
Scale 1 : 93,750



1" = 1.48 mi

Data Zoom 11-1

Gator Creek Reserve - Location Map



Gator Creek Reserve

City Limits

Roads

Legend



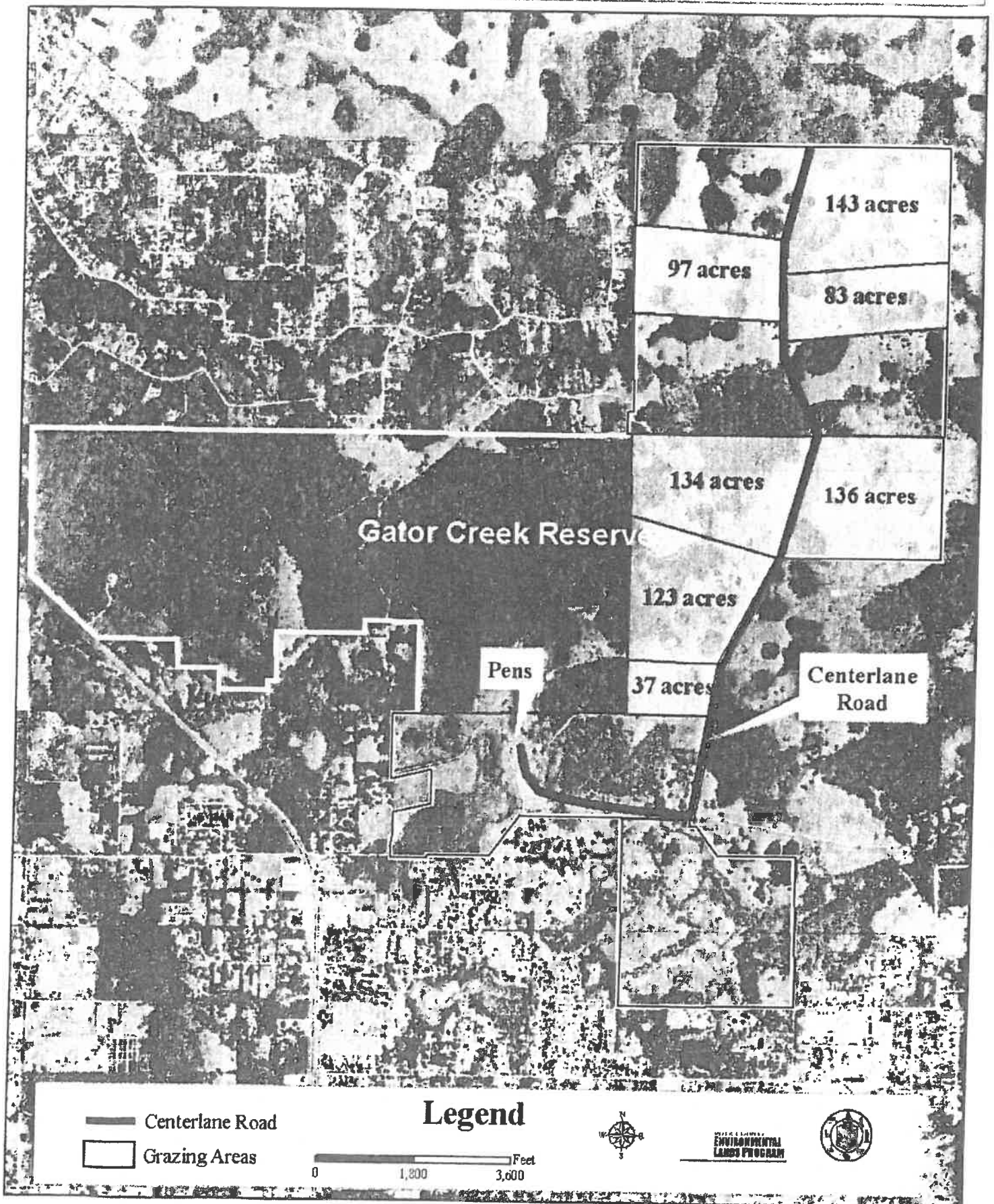
0 0.45 0.9 Miles

POLK COUNTY
ENVIRONMENTAL
LANDS PROGRAM



Map Created April 2006

Gator Creek Reserve Grazing Map



AMENDMENT #4 TO LEASE NO. 270
GRAZING LEASE

THIS AMENDMENT (the “Amendment”) is made and entered into effective as of the Effective Date, as defined in Section 5 below, by and between Polk County, a political subdivision of the State of Florida, (the “Landlord”) and ADK Cattle LLC, a Florida limited liability company (the “Tenant”).

RECITALS

WHEREAS, on March 21, 2007, the Landlord and Tenant entered into that certain Lease Agreement (the “Agreement”), commencing on March 21, 2007 with an expiration date of March 21, 2012, whereby the County, as Lessor, leased to ADK Cattle LLC, as Lessee, that certain land located within the Gator Creek Reserve in Lakeland, Polk County, Florida, as further set forth and described in the Agreement; and

WHEREAS, the Landlord and Tenant previously agreed, via Amendments #1, #2 and #3 to the Agreement, collectively, to extend the Agreement Term through March 21, 2023; and

WHEREAS, due to unforeseen circumstances, including a third-party land management policy review, the Landlord requires additional time to solicit and procure a new lease for the Property; and

WHEREAS, accordingly, the Landlord and Tenant have mutually agreed to further extend the Agreement Term as further specified below.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

1. The Recitals set forth above are true, correct and incorporated herein by this reference.
2. Section 1 of the Agreement is hereby amended to extend the Agreement Term for an additional six (6) months, commencing on March 22, 2023 and having an expiration date of September 22, 2023.
3. Section 2 of the Agreement is hereby amended to allow for monthly prorated payments of the annual rent beginning March 22, 2023 and on the 22nd of each month thereafter until the expiration or earlier termination of the Agreement.
4. Neither party is in default of the Agreement and each party is presently unaware of any fact or circumstance that would constitute a default by the other party under the Agreement.

5. The Effective Date of this Amendment shall be March 21, 2023. The later party to execute this Amendment shall provide the other party a fully executed copy or counterpart, as applicable, of this Amendment.


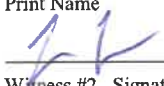
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. The Agreement, as amended by this Amendment #4, remains in full force and effect.

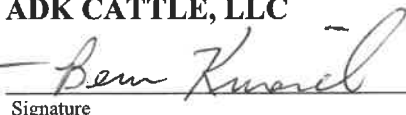
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment effective date.

TENANT:

Witnesses:


Witness #1 Signature
Jason Woodard
Print Name

Witness #2 Signature
Ceroy Tawes Jr
Print Name

ADK CATTLE, LLC


Signature
BERN KINARD
Print Name
Pres
Title
Date: March 9, 2023

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

Reviewed as to Form and Legal Sufficiency:

By: _____
Polk County Attorney's Office

LANDLORD:

POLK COUNTY,

a political subdivision of the State of Florida

By: _____
George Lindsey, III, Chairman
Board of County Commissioners

Date: _____