

Prepared by & return to:
Monica Anderson
CGB Agri Financial Services, Inc
2209 River Road
Louisville, KY 40206
502-899-2930

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 066659

2012 SEP 21 PM 12:13

MICHAEL J. SHIMAN
RECORDER



SEVERANCE AGREEMENT/EASEMENT

ORIGINAL

Lease No. 680-C33-011965

THIS AGREEMENT ("Agreement") is made on 8/1/2012 between

Moon Island Farms Partnership

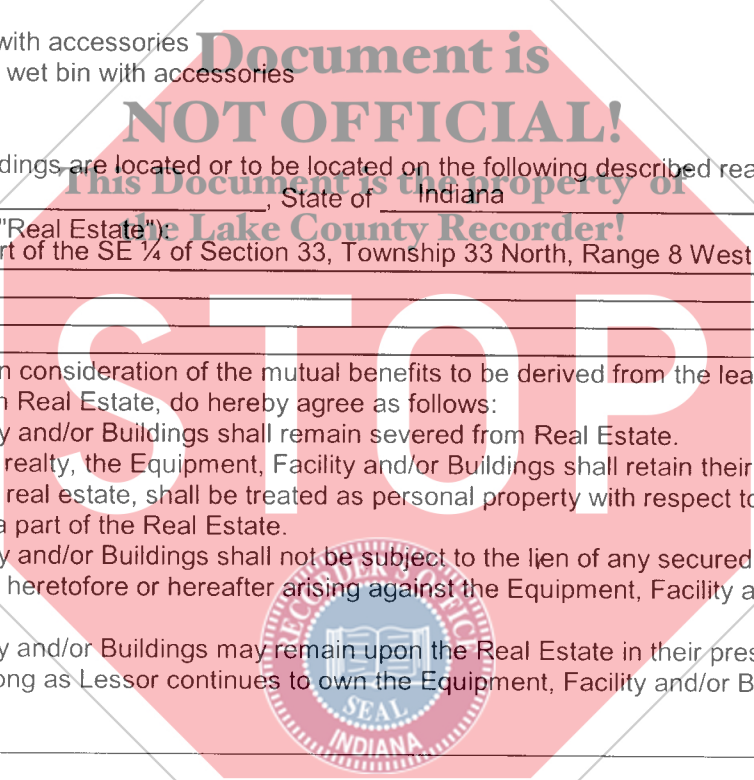
(Lessee(s))

and the undersigned.

WHEREAS, Lessee(s) have applied to CGB Agri Financial Services, Inc
("Lessor") for a lease on Equipment, Facility and/or Buildings described as follows:

- One (1) 10,000 bph grain leg with accessories
- One (1) 42' diameter x 20 ring wet bin with accessories

Equipment, Facility and/or Buildings are located or to be located on the following described real estate in the County of Lake, State of Indiana in which the undersigned have an interest ("Real Estate"): Parcel 1 being 7.1 acres as part of the SE 1/4 of Section 33, Township 33 North, Range 8 West - legal description is attached



NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in Real Estate, do hereby agree as follows:

1. The Equipment, Facility and/or Buildings shall remain severed from Real Estate.
2. Even if attached to the realty, the Equipment, Facility and/or Buildings shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Real Estate.
3. The Equipment, Facility and/or Buildings shall not be subject to the lien of any secured transaction or instrument executed by Lessee(s) heretofore or hereafter arising against the Equipment, Facility and/or Buildings or realty on which they are placed.
4. The Equipment, Facility and/or Buildings may remain upon the Real Estate in their present or future location without charge for as long as Lessor continues to own the Equipment, Facility and/or Buildings.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Monica Anderson (name).

Drafted By: CGB Agri Financial Services, Inc., its Successors and/or Assigns by Alan N. Singleton, its attorney and completed by: Monica Anderson, Employee.

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5. Lessor or its agents may have unlimited access to the Real Estate for the purpose of inspecting or removing the Equipment, Facility and/or Buildings in the event of Lessee's default or failure to exercise the purchase option at the termination of the lease.
6. FURTHERMORE, for valuable consideration, the undersigned, Owner(s) of the Real Estate, hereby grant Lessor or its agents an easement over said Real Estate. The easements created herein are for the benefit, continued use, possession and enjoyment of Equipment, Facility and/or Buildings located on the Real Estate. This shall include easements for:
 - a. **Ingress/Egress.** Ingress and egress for any purpose relating to the use or operation of the Equipment, Facility and/or Buildings.
 - b. **Utilities.** Utility lines to provide electricity to the Real Estate.
 - c. **Well.** Use of the well and water pipes utilized on the Real Estate.

The easements and interest in property created herein shall run with the land and be binding on the personal representatives, heirs, successors, tenants and assigns of the Owner(s) and shall benefit the personal representatives.

The term of this easement shall be for 10 years from the date hereof.

(This space intentionally left blank.)



IN WITNESS WHEREOF, this Agreement has been executed in counterpart by the parties on the dates indicated below. By execution below, the undersigned do hereby accept and agree to be bound by all the terms, provisions & conditions of the above Agreement.

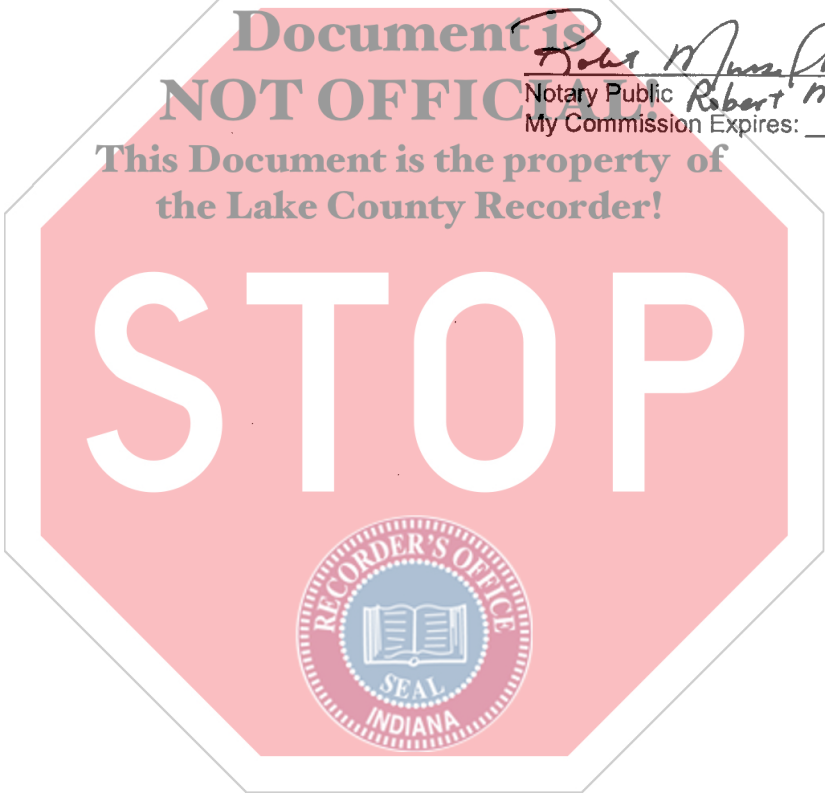
Dated: 8/1/2012

LESSEE(S): Moon Island Farms Partnership

Michael Kalvaitis
Michael Kalvaitis, LLC
Partner

STATE OF Indiana)
COUNTY OF Hamilton) ss.

On August 7, 2012, before me personally appeared Michael Kalvaitis
and _____, to me known to be the person(s) described in and who
executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Attached to and made a part of the Agreement. By execution below, the undersigned Owner(s) of Real Estate do (es) hereby accept and agree to be bound by all of the terms, provisions, covenants, conditions and agreements of the Agreement. This signature page is incorporated into the Agreement by reference.

Dated: 8/1/2012

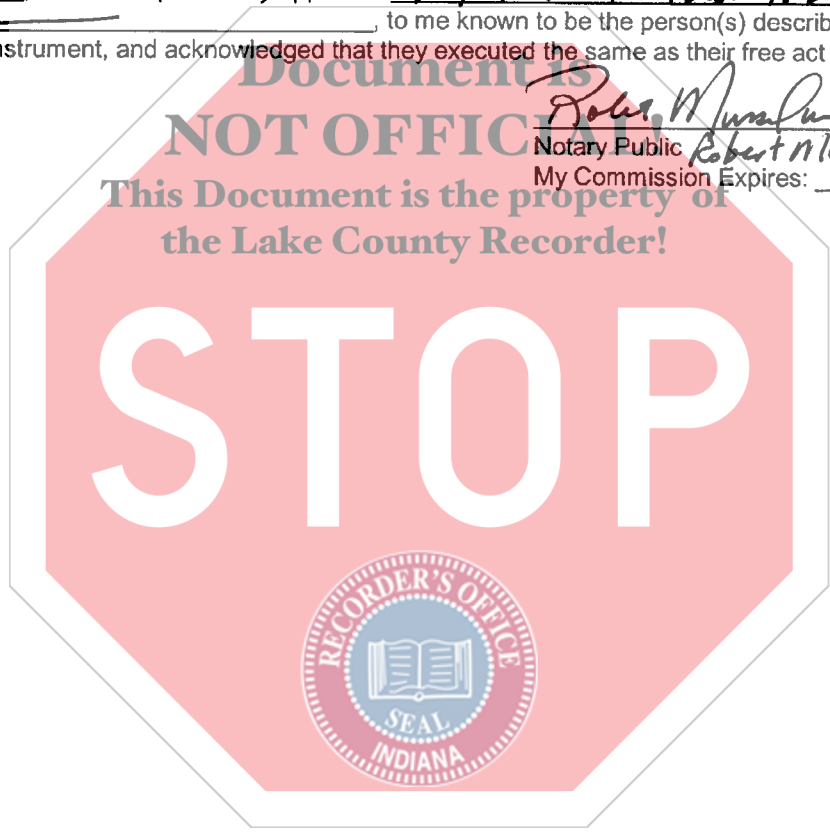
OWNER(S) OF REAL ESTATE: Moon Island Farms Inc

Michael Kalvaitis
Michael Kalvaitis
Vice President

STATE OF Indiana)
COUNTY OF Hamilton) ss.

On Aug. 7, 2012, before me personally appeared Michael Kalvaitis
and _____, to me known to be the person(s) described in and who
executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Robert Musselman
Notary Public Robert Musselman
My Commission Expires: 5.12.16



Parcel 1:

Part of the Southeast Quarter of Section 33, Township 33 North, Range 6 West of the Second Principal Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section 33; thence South 88 degrees 39 minutes 51 seconds East along the North line of the Southeast Quarter of said Section 33 a distance of 1,541.98 feet; thence South 00 degrees 32 minutes 39 seconds East, 360.26 feet; thence South 89 degrees 25 minutes 12 seconds West, 354.09 feet; thence North 38 degrees 59 minutes 28 seconds West, 91.7 feet; thence North 89 degrees 11 minutes 17 seconds West, 124.77 feet; thence North 01 degree 17 minutes 10 seconds East, 55.54 feet; thence North 81 degrees 42 minutes 22 seconds West, 253.56 feet; thence North 02 degrees 25 minutes 33 seconds East, 172.67 feet; thence North 88 degrees 18 minutes 16 seconds West 726.48 feet to a point 30 feet East of the West line and 40 feet South of the North line of the Southeast Quarter of said Section 33; thence North 88 degrees 39 minutes 51 seconds West, 30 feet; thence North 00 degrees 04 minutes 54 seconds West, 40.00 feet to the point of beginning, in Lake County, Indiana.

