

FISH POND OPERATING AND PROFIT-SHARING AGREEMENT

This Fish Pond Operating and Profit-Sharing Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between Family Orchards LLC, a Florida limited liability company with its principal place of business at 9640 U.S. Highway 27, Palmdale, Florida 33944 ("Owner"), and Edward Cobbs, an individual ("Business Operator"). Owner and Business Operator may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE I RECITALS

- (A) Owner owns the real property located at 9640 U.S. Highway 27, Palmdale, Florida 33944, together with ponds, improvements, utilities, roads, buildings, fixtures, and related facilities located on that property.
- (B) Business Operator desires to establish and operate a fish production business known as Fishers of Men using certain ponds and related areas on the Property.
- (C) Owner desires to permit Business Operator to use designated ponds and related areas under the terms of this Agreement, while preserving Owner's exclusive ownership of the Property and all rights not expressly granted herein.
- (D) Owner also agrees to provide Business Operator with reasonable room and board during the term of this Agreement as part of the consideration supporting this Agreement.
- (E) Rather than requiring a fixed lease payment or rent, the Parties desire that Owner receive a percentage of Net Profits generated only by the fish production business conducted upon the Property using the ponds licensed under this Agreement.
- (F) The Parties do not intend to create a partnership, joint venture, employment relationship, agency relationship, leasehold estate, tenancy, easement, or transfer of any ownership interest in real property.
- (G) The Parties desire to set forth their rights and obligations in a written agreement so that any future court, arbitrator, mediator, or other decision maker may understand the business arrangement intended by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

ARTICLE II DEFINITIONS

2.1 Agreement. means this Fish Pond Operating and Profit-Sharing Agreement, including any written amendments signed by both Parties.

2.2 Business. means the fish production business conducted by Business Operator upon the Property using the ponds licensed under this Agreement, including fish stocking, feeding, raising, harvesting, processing, marketing, and sale activities directly related to such operations.

2.3 Business Operator. means Edward Cobbs personally. The term includes an approved successor entity only if that entity assumes this Agreement in writing as provided herein.

2.4 Owner. means Family Orchards LLC and, where the context requires, its members, managers, agents, employees, and authorized representatives.

2.5 Property. means the real property owned by Family Orchards LLC at 9640 U.S. Highway 27, Palmdale, Florida 33944, including ponds, improvements, wells, utilities, buildings, drainage systems, fences, roads, and related facilities located on that property.

2.6 Licensed Area. means the ponds designated by Owner for use by Business Operator and such adjacent areas as Owner reasonably approves as necessary for operation of the Business.

2.7 Net Profits. means gross revenue actually received from the sale of fish or related products produced from operations conducted upon the Property, less reasonable and necessary expenses directly attributable to such operations, as further described in Article VII.

2.8 Permanent Improvements. means improvements affixed to the Property or intended to remain on the Property, including pond alterations, drainage works, buildings, docks, utility extensions, roads, fences, permanent tanks, and other fixed installations.

2.9 Personal Property. means movable property owned by Business Operator that is not permanently affixed to the Property, including personal tools, movable tanks, movable equipment, records, and supplies purchased by Business Operator unless otherwise agreed in writing.

ARTICLE III

PURPOSE AND NATURE OF RELATIONSHIP

3.1 Purpose. The purpose of this Agreement is to permit Business Operator to conduct the Business on the Property under the terms stated herein, to protect Owner's ownership and control of the Property, and to compensate Owner through a share of Net Profits generated from the Business.

3.2 No Partnership or Joint Venture. The Parties expressly agree that this Agreement does not create a partnership, joint venture, employer-employee relationship, agency relationship, landlord-tenant relationship, leasehold estate, easement, or transfer of ownership. Each Party retains its separate legal identity and separate property rights.

3.3 No Authority to Bind Other Party. Neither Party may incur obligations, make representations, borrow money, sign contracts, or otherwise bind the other Party except as expressly authorized in a signed writing.

3.4 Independent Contractor. Business Operator shall conduct the Business as an independent contractor and shall control the ordinary day-to-day operations of the Business, subject to the restrictions, standards, and obligations stated in this Agreement.

ARTICLE IV

GRANT OF LICENSE TO USE PONDS

4.1 Grant of License. Owner grants Business Operator a personal, non-exclusive, non-transferable, and revocable contractual license to use the Licensed Area solely for the operation of the Business during the term of this Agreement.

4.2 No Lease or Property Interest. The license granted under this Agreement is not a lease, tenancy, easement, possessory estate, or other interest in real property. Business Operator receives only the limited contractual permission expressly stated in this Agreement.

4.3 Rights Reserved by Owner. Owner reserves all rights in and to the Property not expressly granted to Business Operator. Owner may access, inspect, maintain, repair, use, improve, sell, mortgage, or otherwise manage the Property, provided Owner does not unreasonably interfere with lawful operations permitted under this Agreement.

4.4 Limits on Use. Business Operator shall use the Licensed Area only for fish production and activities directly related to the Business. Business Operator shall not use the Property for residential occupancy other than the

room and board expressly provided herein, for unrelated commercial activity, for storage unrelated to the Business, or for any unlawful purpose.

4.5 No Assignment or Sublicense. Business Operator shall not assign, transfer, sell, sublicense, share, or delegate the license or any right under this Agreement without Owner's prior written consent.

4.6 Access by Others. Business Operator shall not permit employees, contractors, partners, investors, customers, guests, or other persons to enter or use the Property for Business purposes except as reasonably necessary for lawful Business operations and subject to Owner's reasonable rules concerning safety, access, parking, gates, animals, equipment, and protection of the Property.

ARTICLE V OWNERSHIP OF PROPERTY AND IMPROVEMENTS

5.1 Owner's Property. Owner remains the sole and exclusive owner of the Property, including all land, ponds, water systems, improvements, structures, wells, roads, drainage systems, utilities, fixtures, and assets owned by Family Orchards LLC before the Effective Date.

5.2 No Ownership Interest Created. Nothing in this Agreement conveys to Business Operator any ownership interest in the Property, the ponds, any improvement owned by Owner, or any other asset of Family Orchards LLC. Business Operator acquires no lien, equity interest, tenancy right, leasehold right, easement, or other property interest by reason of labor performed, profits earned, improvements made, or residence on the Property.

5.3 Permanent Improvements. Unless the Parties agree otherwise in writing before construction or installation begins, all Permanent Improvements placed on or affixed to the Property shall become the property of Owner upon installation and shall remain on the Property after termination of this Agreement.

5.4 Approval Required. Business Operator shall not construct, alter, remove, excavate, drain, fill, fence, build, install utilities, place permanent tanks, change pond banks, or materially alter any portion of the Property without Owner's prior written approval.

5.5 Personal Property. Business Operator may remove Personal Property belonging to Business Operator at the end of this Agreement, provided removal occurs within the time allowed under Article XVI, causes no material damage to the Property, and does not include Permanent Improvements or property owned by Owner.

ARTICLE VI ROOM AND BOARD

6.1 Room and Board Provided. During the term of this Agreement, Owner shall provide Business Operator with reasonable room and board upon the Property as part of the consideration supporting this Agreement.

6.2 No Separate Tenancy. The room and board described in this Article do not create a lease, tenancy, rent arrangement, homestead right, independent occupancy agreement, or landlord-tenant relationship. Business Operator's right to remain on the Property arises solely from this Agreement and terminates when this Agreement terminates unless the Parties execute a separate written agreement.

6.3 House Rules and Conduct. Business Operator shall comply with Owner's reasonable rules regarding residence on the Property, including rules concerning safety, guests, parking, quiet hours, sanitation, animals, firearms, alcohol, illegal drugs, use of common areas, utilities, and protection of Owner's household, family, employees, and property.

6.4 Termination of Occupancy. Upon termination of this Agreement, Business Operator shall vacate any room, dwelling, camper, or other residential space provided by Owner within the time stated in Article XVI unless Owner provides written permission for a longer period.

**ARTICLE VII
BUSINESS OPERATIONS AND PROFIT SHARING**

7.1 Business Operations. Business Operator shall be responsible for day-to-day operation and management of the Business, including stocking, feeding, water treatment, harvesting, processing, sales, customer contact, ordinary maintenance, and ordinary labor necessary to conduct the Business.

7.2 Legal Compliance. Business Operator shall obtain and maintain all permits, licenses, registrations, inspections, approvals, and governmental permissions required for lawful operation of the Business. Business Operator shall comply with all applicable federal, state, county, and local laws, rules, ordinances, environmental requirements, agricultural requirements, aquaculture requirements, health requirements, and tax requirements.

7.3 Profit Share. During the term of this Agreement, Business Operator shall pay Owner five percent (5%) of Net Profits generated from the Business conducted upon the Property using the ponds licensed under this Agreement.

7.4 Business Covered. The profit-sharing obligation applies only to fish or related products produced, raised, harvested, processed, or sold from operations conducted upon the Property using the ponds or facilities made available by Owner. Business conducted at any other location is excluded unless the Parties expressly include it by written amendment.

7.5 Gross Revenue. Gross revenue includes all money, checks, electronic payments, barter value, credits, reimbursements, deposits retained, or other consideration actually received from the sale of fish or related products produced from operations conducted upon the Property.

7.6 Deductible Expenses. Deductible expenses for calculating Net Profits include reasonable and necessary costs directly attributable to operations conducted upon the Property, including fingerlings or other stock, feed, water treatment, harvest labor, packaging, processing, transportation, ordinary supplies consumed in operations, sales fees, permits, licenses, inspections, and other ordinary direct operating costs.

7.7 Excluded Expenses. General overhead, personal expenses, unrelated business expenses, expenses from other properties, loans, owner draws, depreciation not agreed to in writing, undocumented expenses, excessive payments to insiders, penalties caused by misconduct, and expenses not directly attributable to operations conducted upon the Property shall not reduce Net Profits unless Owner approves them in writing.

7.8 Quarterly Accounting and Payment. Within thirty (30) days after the end of each calendar quarter, Business Operator shall provide Owner a written accounting showing gross revenue, deductible expenses, Net Profits, and the five percent (5%) payment due to Owner. Payment shall accompany the accounting.

7.9 Records. Business Operator shall maintain complete and accurate records of sales, receipts, expenses, inventory, customer orders, fish purchases, feed purchases, permits, taxes, and other records reasonably necessary to verify Net Profits. Records shall be retained for at least five (5) years.

7.10 Audit Rights. Upon ten (10) business days' written notice, Owner may inspect and audit books and records relating to the Business conducted upon the Property. Owner may not exercise this right more than once per calendar quarter unless fraud, intentional misstatement, or material underpayment is reasonably suspected.

7.11 Underpayment. If an audit reveals an underpayment of more than five percent (5%) for the period examined, Business Operator shall promptly pay the deficiency and reimburse Owner for the reasonable cost of the audit.

7.12 No Diversion. Business Operator shall not divert fish, inventory, customer orders, receipts, accounts, payments, records, or Business opportunities generated from operations conducted upon the Property to another location, person, entity, or accounting system for the purpose of reducing Net Profits payable to Owner.

7.13 No Guarantee of Profitability. Neither Party guarantees that the Business will produce revenue or profits. Failure of the Business to become profitable shall not by itself constitute a breach of this Agreement.

**ARTICLE VIII
INSURANCE, RISK, AND PROPERTY PROTECTION**

8.1 Startup Insurance Acknowledgment. The Parties acknowledge that the Business is a start-up operation. As of the Effective Date, neither Party maintains commercial liability insurance specifically covering the Business, and the Parties acknowledge that the anticipated cost of such insurance would impose an unreasonable burden before the Business becomes financially established.

8.2 Insurance Trigger. If the Business conducted upon the Property generates Net Profits exceeding Ten Thousand Dollars (\$10,000.00) during any calendar year, the Parties shall, within sixty (60) days thereafter, obtain commercially reasonable liability insurance appropriate to the nature and size of the Business. If commercially available at a reasonable cost, Family Orchards LLC shall be named as an additional insured.

8.3 Cooperation on Insurance. The Parties shall cooperate in applying for and maintaining insurance required under this Article. The cost of required insurance shall be treated as a direct operating expense of the Business unless the Parties agree otherwise in writing.

8.4 Protection of Property. Business Operator shall operate the Business in a careful, lawful, and commercially reasonable manner and shall take reasonable precautions to protect the ponds, surrounding land, wells, drainage systems, utilities, buildings, fences, roads, equipment, animals, crops, and other improvements on the Property.

8.5 Prohibited Conduct. Business Operator shall not intentionally or negligently contaminate or pollute ponds, groundwater, soil, or drainage systems; dispose of chemicals, fuel, fish waste, feed, medicine, or other materials unlawfully; materially damage ponds or improvements; interfere with agricultural use of the Property; or conduct operations in a manner that materially impairs the future agricultural or commercial use of the Property.

8.6 Notice of Damage. Business Operator shall promptly notify Owner of any significant damage, contamination, disease outbreak, fish kill, injury, governmental inspection, threatened claim, utility failure, flooding, erosion, drainage issue, or other condition that may materially affect the Property or the Business.

8.7 Ordinary Wear. Ordinary wear, reasonable alterations resulting from normal fish production, and losses caused by weather or other events not caused by breach of this Agreement shall not constitute a breach, provided Business Operator gives required notice and acts reasonably to prevent avoidable damage.

8.8 Indemnification After Insurance Trigger. Beginning on the date insurance becomes required under Section 8.2, Business Operator shall defend, indemnify, and hold harmless Owner and its members, managers, employees, and agents from claims, liabilities, damages, judgments, and reasonable attorney's fees arising from operation of the Business, except to the extent caused by Owner's negligence, willful misconduct, or breach of this Agreement.

8.9 No Waiver of Claims. The delayed insurance requirement does not waive any claim either Party may have for intentional misconduct, fraud, theft, gross negligence, unlawful conduct, or material breach of this Agreement.

**ARTICLE IX
BUSINESS ENTITY, PARTNERS, AND ASSIGNMENT**

9.1 Personal Nature of Agreement. This Agreement is personal to Edward Cobbs. Owner is entering this Agreement because of Owner's trust in Edward Cobbs personally, his labor, and his proposed management of the Business.

9.2 Formation of Entity. Business Operator may organize Fishers of Men as a limited liability company, corporation, or other lawful business entity. Formation of such entity shall not alter Business Operator's obligations under this Agreement unless Owner agrees in writing.

9.3 Assumption by Entity. Before any entity conducts operations upon the Property, that entity must sign a written assumption agreement accepting all obligations of Business Operator under this Agreement. Unless

Owner expressly releases Edward Cobbs in writing, Edward Cobbs shall remain personally responsible for performance under this Agreement even after an entity is formed.

9.4 Additional Partners or Investors. Business Operator shall not admit any partner, member, shareholder, investor, co-owner, manager, lender with control rights, or other person acquiring an ownership, management, or control interest in the Business conducted upon the Property without Owner's prior written consent.

9.5 Consent Discretion. Owner may grant or withhold consent under this Article in Owner's sole discretion. Any approved additional owner, member, partner, investor, or manager must agree in writing to comply with this Agreement before participating in operations upon the Property.

9.6 No Assignment. Business Operator shall not assign, sell, pledge, transfer, delegate, encumber, or otherwise dispose of any right or obligation under this Agreement without Owner's prior written consent. Any attempted assignment without consent is void.

9.7 Death or Incapacity. Upon the death or permanent incapacity of Edward Cobbs, this Agreement shall terminate unless Owner elects in writing to enter into a new agreement with a successor, estate, heir, representative, or approved business entity. No heir, estate, representative, buyer, creditor, or successor obtains a right to continue operations on the Property without Owner's written consent.

ARTICLE X EXPANSION, OTHER LOCATIONS, AND BUYOUT

10.1 Additional Ponds on Property. Additional ponds or facilities located on the Property may be included under this Agreement only by written amendment signed by both Parties. The amendment should identify the additional area, any changed responsibilities, and whether revenue and expenses from the additional area are included in Net Profits.

10.2 Other Locations. Fish production or related business activity conducted at any location not owned by Family Orchards LLC is not subject to this Agreement and shall not be included in Net Profits, unless the Parties expressly agree otherwise in writing.

10.3 No Owner Claim to Separate Business. Owner shall have no claim to revenue, profits, customers, assets, or goodwill from Business Operator's operations at other locations except to the extent fish, inventory, sales, or revenue originated from operations conducted upon the Property.

10.4 No Operator Claim to Owner Property. Business Operator shall have no claim to ownership of the Property, ponds, improvements, or Owner's business assets by reason of success or growth of the Business.

10.5 Voluntary Buyout. If either Party desires to end the relationship through purchase of the other Party's contractual rights, the Parties shall first attempt in good faith to negotiate a voluntary written buyout agreement. Neither Party has a unilateral right to compel a buyout unless a later written agreement grants that right.

ARTICLE XI TAXES, EXPENSES, AND NO DEBT

11.1 Taxes. Each Party shall be responsible for its own federal, state, and local tax obligations arising from this Agreement, including income taxes, employment taxes, self-employment taxes, sales taxes, tangible personal property taxes, and any reporting obligations applicable to that Party.

11.2 No Borrowing Authority. Neither Party may borrow money, incur debt, grant a security interest, sign a note, guarantee debt, or pledge property in the name of the other Party. Business Operator may not pledge, mortgage, encumber, or grant any lien on the Property or any asset owned by Owner.

11.3 Operating Expenses. Business Operator shall bear ordinary operating expenses of the Business except as expressly provided otherwise in this Agreement. Approved direct expenses shall be included in the calculation of Net Profits only to the extent permitted by Article VII.

11.4 No Wages or Employment Benefits. Business Operator shall not receive wages, salary, employee benefits, unemployment benefits, workers' compensation coverage, retirement benefits, or other employment benefits from Owner under this Agreement.

ARTICLE XII CONFIDENTIALITY AND RECORDS

12.1 Confidential Information. Each Party shall treat non-public financial records, customer lists, supplier information, pricing information, business plans, production records, and other confidential business information received from the other Party as confidential and shall not disclose such information except as necessary to perform this Agreement, comply with law, obtain professional advice, secure insurance, obtain permits, or resolve disputes.

12.2 Return of Records. Upon termination, Business Operator shall provide Owner with copies of all records necessary to verify revenue, expenses, inventory, Net Profits, property condition, permits, licenses, and obligations arising from operations conducted upon the Property.

12.3 Permitted Disclosure. A Party may disclose confidential information to attorneys, accountants, insurance agents, lenders, governmental authorities, mediators, arbitrators, courts, or other persons reasonably necessary to protect that Party's rights or comply with law, provided the disclosure is limited to the extent reasonably necessary.

ARTICLE XIII TERM, DEFAULT, AND TERMINATION

13.1 Term. This Agreement shall begin on the Effective Date and shall remain in effect for five (5) years unless sooner terminated under this Article.

13.2 Termination Without Cause. Either Party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other Party.

13.3 Default by Business Operator. Business Operator shall be in default if Business Operator materially breaches this Agreement, fails to make a required payment, fails to provide required records, falsifies records, diverts revenue, materially damages the Property, abandons the Business for more than thirty (30) consecutive days without Owner's consent, engages in illegal activity on the Property, refuses Owner reasonable access to the Property or records, admits an unauthorized partner or investor, assigns this Agreement without consent, or materially violates applicable law in connection with the Business.

13.4 Default by Owner. Owner shall be in default if Owner materially breaches this Agreement, intentionally prevents Business Operator from conducting lawful operations permitted by this Agreement without justification, refuses to provide agreed room and board without cause, or fails to pay amounts owed to Business Operator under a later written amendment.

13.5 Notice and Cure. Except for defaults allowing immediate termination under Section 13.6, the non-defaulting Party shall give written notice describing the default. The defaulting Party shall have fifteen (15) days after receipt of notice to cure the default, or such longer period as the non-defaulting Party may approve in writing if the default cannot reasonably be cured within fifteen (15) days and the defaulting Party begins cure promptly.

13.6 Immediate Termination. Owner may terminate this Agreement immediately upon written notice if Business Operator commits fraud, intentionally falsifies records, diverts revenue, engages in illegal activity on the Property, materially damages or contaminates the Property, threatens the safety of persons or property, refuses to leave after termination, or attempts to assign this Agreement or transfer operations to an unauthorized person or entity.

13.7 Effect of Termination. Upon termination, Business Operator shall cease operations except as necessary to wind down in a safe and lawful manner, provide a final accounting, pay all amounts owed to Owner, remove Personal Property as allowed by this Agreement, vacate any residential space, surrender the Licensed Area, and return Owner's property, keys, records, and access devices.

13.8 Final Accounting. Within thirty (30) days after termination, Business Operator shall provide a final written accounting through the termination date and shall pay any profit-sharing amount due to Owner. Owner's audit rights survive termination for five (5) years.

13.9 Removal of Personal Property. Unless the Parties agree otherwise in writing, Business Operator shall remove Personal Property within thirty (30) days after termination. Property not removed within that time may be treated as abandoned to the fullest extent permitted by law after reasonable written notice.

13.10 Survival. Provisions concerning ownership, records, accounting, audit rights, confidentiality, indemnification, dispute resolution, taxes, no assignment, no property interest, and obligations accrued before termination shall survive termination.

ARTICLE XIV DISPUTE RESOLUTION

14.1 Good-Faith Discussion. Before filing any legal action or arbitration, the Parties shall attempt in good faith to resolve disputes through direct discussion, unless immediate action is reasonably necessary to prevent irreparable harm, protect persons or property, stop unlawful conduct, or preserve rights.

14.2 Mediation. If direct discussion does not resolve the dispute, either Party may require mediation in Florida before a mutually acceptable mediator. Unless otherwise agreed, the Parties shall share mediator fees equally, while each Party shall bear its own attorney's fees and preparation costs.

14.3 Arbitration. Any dispute not resolved by mediation shall be submitted to binding arbitration in Florida. The arbitrator shall apply Florida law and may award damages, declaratory relief, injunctive relief, specific performance, attorney's fees if authorized by law or this Agreement, and any other remedy permitted by law and consistent with this Agreement.

14.4 Court Relief. Notwithstanding the arbitration requirement, Owner may seek immediate court relief for unlawful detainer, trespass, injunction, protection of real property, prevention of waste, protection against contamination, or enforcement of an arbitration award. Seeking such relief does not waive arbitration of other disputes.

14.5 Attorney's Fees. In any arbitration or court proceeding arising from this Agreement, the prevailing Party may recover reasonable attorney's fees and costs to the extent permitted by Florida law and awarded by the arbitrator or court.

ARTICLE XV NOTICES

15.1 Written Notices. All notices required under this Agreement must be in writing and delivered personally, by certified mail, return receipt requested, by nationally recognized overnight delivery service, or by any other method the receiving Party acknowledges in writing.

15.2 Notice Addresses. Notices to Owner shall be sent to Family Orchards LLC, 9640 U.S. Highway 27, Palmdale, Florida 33944, or to any other address Owner later designates in writing. Notices to Business Operator shall be delivered to Business Operator at the Property while Business Operator resides there, or to any other address Business Operator later designates in writing.

15.3 Effective Date of Notice. Notice is effective upon personal delivery, upon confirmed delivery by overnight service, upon the date shown on a signed return receipt, or upon refusal of delivery.

**ARTICLE XVI
MISCELLANEOUS**

16.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to conflict-of-law rules.

16.2 Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written discussions, proposals, drafts, understandings, or agreements concerning the same subject matter.

16.3 Amendments. No amendment, modification, waiver, or supplement to this Agreement shall be effective unless in writing and signed by both Parties.

16.4 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or a waiver of the right to enforce the same or any other provision later.

16.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

16.6 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts. Signatures transmitted electronically, by scanned copy, or by similar reliable method shall be treated as originals to the fullest extent permitted by law.

16.7 Headings. Article and section headings are for convenience only and shall not affect interpretation of this Agreement.

16.8 Interpretation. This Agreement shall be interpreted according to its fair meaning and not strictly for or against either Party. The Parties acknowledge that this Agreement was prepared to reflect their mutual understanding and may be reviewed by counsel before signing.

16.9 Further Assurances. The Parties shall sign and deliver such additional documents and take such reasonable actions as may be necessary to carry out the intent of this Agreement.

16.10 Good Faith. Each Party shall act in good faith and shall make reasonable efforts to communicate promptly regarding material matters affecting the Business, the Property, or performance under this Agreement.

SIGNATURES

The Parties have executed this Fish Pond Operating and Profit-Sharing Agreement as of the dates set forth below.

FAMILY ORCHARDS LLC

BUSINESS OPERATOR

By: _____

William Wettler

Title: Managing Member

Date: _____

Edward Cobbs

Date: _____

Optional Witnesses / Notary (if desired):

Witness 1: _____ Date: _____

Witness 2: _____ Date: _____