

CARTER ANNEX LEASE
LEASE TERM JUNE 1, 2025 TO JANUARY 1, 2026

This Lease (hereinafter called “Carter Annex Lease”) made and entered into this 1st. day of JUNE 1, 2025, by and between **Witten Farms, LLC**, a South Dakota limited liability company of 3154 S. Barrington Rd., Tontitown, AR 72762 (“Landlord”) and **Casey McCall** of 27393 297th Ave., Carter, SD 57580, mailing address PO Box 711, Winner, SD. 57580 (collectively “Tenant”).

Section 1. Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth herein, that rural residential property (not including the 2 metal buildings on premises) commonly known as 27393 297th Ave., Carter, SD 57580 together with a small wooden outbuilding next to dwelling located thereon (the “Leased Premises” or “Premises”). The Leased Premises is fully furnished with eight (8) beds, all bedding and linens, bathroom towels, two (2) leather couches, two (2) leather recliners, a 55” television, a six (6) person dining room table with six (6) chairs, refrigerator, microwave, electric oven, kitchen pots and pans, silverware, and hook ups for a washer and dryer set.

Section 2. Term. The initial term of this Lease shall commence June 1, 2025 and be for duration of 7 months, ending on January 1, 2026. At the end of the initial term, Tenant shall have an option to renew the lease month to month on terms and conditions agreeable to the Landlord and Tenant.

Section 3. Rent and Deposit. Landlord requires \$425 deposit and June 1, 2025 rent amount \$425 is required to commence lease. Tenant agrees to pay rent to Landlord every month of Four Hundred Twenty-Five and No/100 Dollars (\$425.00). At end of Lease or tenants moving out, Landlord or agent(s) of Landlord will inspect house, premises and furnishings in house for any damages and account for all furnishings, any damages or missing furnishing will be deducted from return deposit. All rental payments shall be made in advance, not later than the first day month.

Tenant shall make rent payments of the above-mentioned rent to First Interstate Bank c/o Witten Farms, LLC, 101 E. King St., Chamberlain, SD 57325 or VENMO Scott DeMott.

Section 4. Relationship Between Parties. Nothing contained in this Carter Annex Lease shall be deemed or construed as creating the relationship of principal and agent, a partnership, or joint venture between the parties. Nothing herein and no act in the actual practice shall create a relationship between the parties of other than Landlord and Tenant.

Section 5. Permissible Uses. The Premises are leased to Tenant for residential and personal use of the Premises. Tenant shall have the exclusive right to occupy the property for the duration of the lease agreement.

- A. **Tenant agrees NO SMOKING within the residential dwelling at any time on the Leased Premises.**
- B. **Tenant agrees that it shall not allow animals and household pets within the residential dwelling.**
- C. **Tenant agrees that all animals shall not run free and be contained on Landlords property and ANIMALS WILL NOT cause disturbance with hunting birds for Landlords commercial hunting operations.**
- D. **Tenant shall not hunt on any of Landlords property.**

E. Landlord agrees that during the Term herein Tenant may use the small shed located near the entrance door of the residential dwelling.

F. No burning of trash or disposal of trash on Landlords property.

Section 6. Quiet Enjoyment. Landlord agrees that Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all the rights granted herein and by law without interference, and in all respects subject to the terms of this Lease.

Section 7. Hold Harmless. Tenant agrees to hold Landlord, Landlord owner(s), member(s), officer(s) and agents harmless from any and all costs, liability, or claims arising out of Landlord's activities upon neighboring and adjacent properties.

Section 8. Landlord's Right of Entry. Landlord reserves the right for itself, its agents, invitees, employees, or assigns to enter upon the Leased Premises at any reasonable time for the purpose of inspection, consultation with Tenant, making repairs or improvements, posting notices, and for all other lawful purposes or otherwise as agreed to herein.

Section 9. Reservation of Right to Grant Easements. During the Term or any extension or renewal thereof, Landlord reserves the right to negotiate for and to grant easements to utility companies, Qualified Facilities under the Public Utility Regulatory and Policy Act of 1978 as amended, and common carriers for power lines, pipelines, electrical facilities, and appurtenances thereto, on, over, or upon the Leased Premises.

Section 10. Taxes and Assessments. Landlord agrees to pay all real estate taxes assessed upon all or any portion of, or in relation to the Premises. Landlord shall also be solely responsible for the timely payment of any and all special assessments taxed, charged, levied, or imposed during the term of this Carter Annex Lease.

Section 11. Utilities. Tenant shall pay or cause to be paid all charges for satellite Direct TV service, internet, water, gas, sewer, electricity, light, heat, air conditioning, power, janitorial, telephone, trash disposal, snow and ice removal, and all other service of any kind whatsoever submitted, rendered or supplied in connection with the Premises, and shall contract for the same in Tenant's own name. Tenant shall place all utilities in Tenant's name or personal representatives for the Term of this Carter Annex Lease.

Section 12. Premises Accepted "AS IS." Landlord and Tenant hereby expressly agree that Tenant takes and accepts the Leased Premises in its "AS IS" basis. Tenant acknowledges that Tenant has examined the Leased Premises to the extent Tenant deems necessary or desirable to determine the condition of the Leased Premises, including all fixtures. Tenant acknowledges that no representations to alter, remodel, or improve the Leased Premises have been made by Landlord.

Section 13. Maintenance and Repairs. Tenant agrees to properly maintain hot water, heating and other HVAC equipment, make reasonable repairs of dwelling. Tenant shall have no obligation to make capital improvements to the property. Tenant shall regularly clean the Premises and not willfully commit waste on the Premises. Tenant shall be responsible for any damage to or destruction of improvements on the Leased Premises caused by Tenant, its employees, contractors, agents, invitees, subtenants, assignees, and livestock whether or not such damage is covered by insurance. Tenant shall promptly repair or replace any such damaged improvement.

Section 14. Alteration and Improvements. With the exception of a small shed located near the entrance door of the residential dwelling, Tenant shall not make additions or improvements to the Premises without Landlord's prior written consent. Any such alteration, addition, or improvement made by Tenant or fixtures installed as a part thereof shall be at Tenant's sole cost and expense and, at the Landlord's option, become the property of the Landlord upon installation thereof. Improvements of a temporary or removable nature may be made by Tenant at Tenant's own expense. Tenant may at any time during the Term remove such improvements provided Tenant leaves that part of the Leased Premises from which they are removed in good condition and repairs all damage occasioned by such removal. Landlord reserves the right to make improvements or modifications to all storage buildings on the Leased Premises at any time. Tenant will, if reasonably required to accommodate such improvements or modifications, temporarily remove equipment from the storage facilities on the Leased Premises, without claim for rent reduction.

Section 15. Hazardous Waste. Tenant shall not install, use, generate, store, or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or in any South Dakota statute, rule, or regulation or any similar law or regulation (including without limitation any material containing asbestos or PCB) without Landlord's written approval of each such substance.

Section 16. Fire and Extended Coverage/Liability Insurance on Premises. Tenant shall at Tenant's sole cost and expense insure furnishings/contents in minimum amount \$7,500 that is owned by Landlord, keep the Premises insured for the benefit of Tenant and Landlord against loss or damage by fire and those perils included from time-to-time in the standard form of coverage. Such insurance shall also cover Tenant and Landlord from all claims for property damage, injury, or death sustained by one or more persons as a result of any one occurrence with combined single limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000). **All such policies shall name Landlord as an additional insured by endorsement and Loss payee for contents,** and not be subject to material change or cancellation upon not less than thirty (30) days' notice to Landlord. All such insurance shall otherwise be in a form and contain such terms as is acceptable to Landlord. Landlord, if it so notifies Tenant, may obtain the foregoing insurance, in which case Tenant shall from time-to-time reimburse Landlord for the costs of such insurance within ten (10) days of Landlord's request.

Section 17. Partial or Total Destruction. In the event of a total or partial destruction that renders the Premises uninhabitable by any cause or risk including those covered by any policy of insurance, Tenant shall have the option to terminate this Carter Annex Lease. Tenant shall give Landlord prompt notice thereof. In the event any of the buildings or improvements on the Leased Premises are damaged or destroyed by wind, rain, hail, lightening, or other act of God, or by fire or other cause beyond the control of either Landlord or Tenant, to the extent the damages are covered by valid and collectible insurance, Landlord shall undertake repair or replacement thereof, but only to the extent of available insurance proceeds. During the period of repair or replacement, Tenant shall not be entitled to any rent reduction nor shall Tenant have any claim against Landlord for loss of use. If the loss is not covered by valid and collectible insurance, Landlord shall not have any obligation to repair or replace damaged or destroyed facilities.

Section 18. Assignment and Subletting. Tenant may not assign or sublet the whole or part of the Premises either voluntarily or by operation of law without the prior written consent of

Landlord. Landlord may assign this Lease to any person who purchases the Premises from Landlord.

Section 19. Tenant Default. If Tenant or Guarantor defaults in the performance of any of the terms, covenants, or conditions of this Carter Annex Lease, including the timely payment of rent, or in any other manner breaches the terms and covenants contained herein, Landlord shall have every remedy now or hereafter available to it at law or in equity. Landlord shall have the right to re-enter the Leased Premises, directly or through an agent, and take immediate possession thereof, and, at Landlord's election, declare this Lease Agreement terminated. Landlord's election to re-enter the Leased Premises and retake possession thereof and/or terminate this Carter Annex Lease shall not serve to reduce or cancel Landlord's claims against Tenant and Guarantor for damages arising from Tenant's breach of this Carter Annex Lease, and shall not be exclusive of any other remedy available to it, at law or in equity, all of which Landlord reserves.

Section 20. Surrender of Premises. The Tenant shall, upon the expiration or earlier termination of this Lease, peaceably vacate and surrender the Premises to Landlord, in the same condition as the beginning of the Term, fair wear and tear excepted.

Section 21. Loss of Use. If the Premises is destroyed or damaged to a degree that it cannot be beneficially used for the remainder of the Term as intended by Tenant under this Carter Annex Lease, then Tenant may terminate this Lease without further liability or obligation to Landlord, without claim for damages from Tenant.

Section 22. Successors and Assigns. This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 23. Severability. If any term, covenant, condition, or provision of this Carter Annex Lease is held by a court of competent jurisdiction to be invalid, void, or unreasonable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Section 24. Time of Essence. Time is of the essence as to all provisions of this Carter Annex Lease.

Section 25. Law Governing. This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota.

Section 26. Entire Agreement. This Lease, together with any written modifications or amendments hereto, hereinafter entered into, shall constitute the entire agreement between the parties relative to the subject matter hereof and shall supersede any prior agreements or understandings, if any, whether written or oral, which the parties or Tenant and Landlord's predecessor may have had relating to the subject matter hereof.

Section 27. Cumulative Remedies and Non-waiver. Landlord's various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more consents or waivers of any covenant, term, or condition

of this Carter Annex Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 28. Notices. All notices or demands which shall be required or permitted by law or any provisions of this Carter Annex Lease shall be sent by United States registered mail, postage prepaid, to the addresses set forth above for Landlord and the Tenant, with an additional copy to Guarantor at the address below, and such notices shall be properly given if directed to those addresses until notice is given in the manner described above to change such address.

Section 29. Counterparts. This Carter Annex Lease is valid if signed in any number of counterparts. A copy of this Carter Annex Lease bearing a facsimile of a party's signature may serve as an original counterpart.

Section 30. Recording and Confidentiality. Parties shall not record this Carter Annex Lease in the public records of the registrar of deeds for the South Dakota County in which the Leased Premises are located, the parties acknowledging that the terms of the agreement between them are confidential to the extent reasonably practicable. If Landlord or Tenant wishes to give the public notice of this Carter Annex Lease, they will cooperate with each other in the preparation of a recordable memorandum of notice of this Carter Annex Lease for recording purposes.

Section 31. Signatures. By signing below, each of the undersigned hereby represent and warrant that they have read this Carter Annex Lease in its entirety and they know and understand the terms used herein which fully and accurately reflect their true intentions; that they have had ample opportunity to consult with legal counsel of their own choosing; that they are duly and legally authorized to execute this Carter Annex Lease on behalf of the named entity and individuals which are in good standing and authorized to conduct business within the state of South Dakota; and that they have executed this agreement of their own free will and accord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

LANDLORD:
Witten Farms, LLC

Signed by:
By: Scott DeMott
Scott DeMott
Its: Manager
DATE 6-2-25 6/3/2025

TENANT:

Signed by:
Casey McCall
38CE70C22BFB4D8...
Casey McCall
DATE: 6/2/2025

GUARANTY

The undersigned, for himself, his heirs, personal representatives, successors, and assigns, personally guarantees the prompt payment of all monetary obligations of the Tenant, when due, or whenever payment may become due, under the terms of the Lease, and the complete and timely

performance, satisfaction, and observation of the terms and conditions of the Lease, rules and regulations, and related obligations arising by reason of the Lease, required to be performed, satisfied, or observed by the Tenant.

Dated this 2 day of June, 2025.

Signed by:

Casey McCall

6/2/2025

38CE70C22BF84D8
Casey McCall

Address:

PO Box 711

Winner, SD. 57580