

## FARM LEASE

THIS AGREEMENT of Lease (this "Lease") is made and entered into by and between [REDACTED] a Georgia corporation ("Lessor") and [REDACTED] ("Lessee").

In Consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, and subject to the terms and provisions hereof, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises ("Premises") situated in Travis County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes.

1. **Purpose.** Said Premises shall be used only for livestock grazing and for no other purpose. Lessee shall not cultivate any portion of the Premises not presently being used for the cultivation of crops without the prior written consent of Lessor.
2. **Term.** The term of this Lease shall be from May 15, 2002 to December 15, 2002, both dates inclusive, unless sooner terminated as herein provided. The Lease may, at Lessor's option, be terminated in the event Lessee fails to pay Lessor the rent in advance on or before the date on which it is due. It is further understood and agreed by Lessee that Lessor may at its option cancel and terminate this Lease, with respect to all of the Premises or any portion thereof, by giving Lessee sixty (60) days written notice of such termination. In the event of such a cancellation and termination of this Lease or partial termination of this Lease by Lessor, Lessor shall prorate the rental payments and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease, in whole or in part.
3. **Rent.** Lessee agrees to pay Lessor without any prior demand therefor and without any deduction or setoff whatsoever as a fixed rent, the sum of in advance, payable on or before May 15, 2002, One Hundred and No/100 Dollars (\$100).
4. **Holdover.** In the event Lessee remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month at a monthly rental equal to one-twelfth of the annual rental provided in Paragraph 3 hereof plus fifty percent (50%) of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease. During such month-to-month tenancy, either Lessor or Lessee may terminate this Lease by giving the other party thirty (30) days written notice of such termination. The provisions of this Paragraph 4 shall not be construed to waive any of Lessor's remedies under this Lease.
5. **No Assignment or Sublease.** Lessee may not assign this Lease or sublease any portion of the Premises leased hereunder without the prior written consent of Lessor.
6. **No Partnership.** This Lease shall not give rise to a partnership or joint venture relationship between the parties hereto. Neither party shall have the authority to bind the other without its prior written consent.

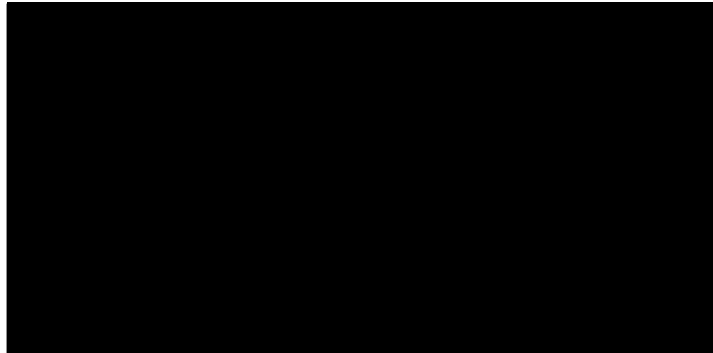
7. Maintenance. Lessee agrees and covenants to keep and maintain in good repair all fences and other improvements on the Premises for the term of this Lease, at Lessee's sole cost and expense. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without the prior written consent of the Lessor. Lessee shall not permit weeds or noxious plants or grasses to grow where the same may be kept down or eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pasture land and dormant cultivation land herein leased and the property between the fences and roads at least annually and to mow at such other times as needed. Lessee agrees to keep the Premises including the property between the fences and roads free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide by Lessor's decision in this matter.
8. Compliance with Law. Lessee shall, at Lessee's cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including, without limitation, Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises harmless from all liens, claims, demands, penalties, costs, expenses (including without limitation reasonable attorneys fees) or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others. Lessee must comply with U. S. Department of Agriculture, Commodity Credit Corporation, Production Flexibility Contract (CCC-478) provisions, attached hereto and made a part hereof for all purposes. Failure to do so will allow Lessor to terminate this agreement at its sole discretion. Any application for federal funds under the above-referenced Production Flexibility Program must include Lessor's approval.
9. Improvements and Major Repairs. Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. All alterations, additions, or improvements made by Lessee shall, at Lessor's option, become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.
10. Water Supply. Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the Premises shall be destroyed or damaged by fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of Lessee.
11. Utility Charges. Lessee shall pay all utility charges for electricity, heat, water, gas, and power used in and about the Premises, to be paid before the same becomes delinquent.

12. Indemnification. Lessee agrees to indemnify, defend and hold harmless Lessor and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, damages, including punitive damages, losses, injuries to person or property, or responsibility arising therefrom, costs and expenses, including reasonable attorney's fees for the defense thereof, arising, directly or indirectly, from Lessee's use of the Premises, or from any act or omission of Lessee, its agents, servants, employees, contractors, guests or invitees on or about the Premises during the term of this Lease or prior to or after the term of this Lease, it being the intent of the parties that Lessee's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive, including gross negligence. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage from any source to property belonging to Lessee, or under Lessee's control, in, upon, or about the Premises or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against any such claims by others. Lessee agrees that this indemnification of Lessor is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The foregoing indemnification shall survive any termination of this Lease.
13. Right to Enter. Lessor or its authorized representatives, agents or prospective purchasers, shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purposes of hunting wild game, birds, and for fishing. However, Lessor advises Lessee that hunting of any wild game, birds, or fishing is prohibited by Lessee or any individual known or unknown to Lessee.
14. Taxes. Lessee is responsible for all taxes on equipment, personal, or other property located on the Premises. Lessor is responsible for taxes on the land itself.
15. Breach. If Lessor or Lessee fails to carry out any provision of this Lease, the other party shall have the right to terminate this Lease on thirty (30) days written notice of such termination to the defaulting party. Nothing contained herein constitutes a waiver of the right of Lessor to damages occasioned by breach of this Lease by Lessee. Nothing contained herein shall be deemed to limit or waive any other rights or remedies available to Lessor under applicable law or otherwise.
16. Post Termination Responsibilities. Following any termination of this Lease, or any renewal term hereafter, Lessee shall immediately vacate the Premises and remove all of Lessee's property from the Premises at Lessee's sole risk and expense.

17. ~~Entire Agreement-Amendment.~~ This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
  
18. General. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. This Lease shall be binding upon Lessor and Lessee and their respective heirs, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto have executed this Lease effective on the 24 day of May, 2002.

**LESSOR:**



**LESSEE:**

