

LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this ____ day of _____, 20____, by and between _____ (hereinafter called "Lessor") and _____ (hereinafter called "Lessee"). Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land and any improvements thereon:

(hereafter "the leased property").

2. The term of this lease shall be for a primary term of ____ years, commencing on _____, 20____, and expiring at midnight on _____, _____, unless extended as provided for herein. This lease can be extended at the end of the primary term for an additional term of ____ years by Lessee giving Lessor notice of his intent to extend the lease thirty (30) days prior to the expiration of the primary term.

3. During the primary term, Lessee shall pay to Lessor, as rental, the sum of _____ Dollars (\$_____.00) per year, in advance, on or before _____ of each year. During any extended term, Lessee shall pay to Lessor, as rental, the sum of _____ Dollars (\$_____.00) per year, in advance, on or before _____ of each year.

4. The leased property may be used for cattle and other livestock operations.

5. The Lessor shall pay all ad valorem taxes assessed against the leased property. Lessee shall pay all taxes assessed against all personal property located on the premises and shall also pay all privilege, excise and other taxes duly assessed. Lessee shall pay said taxes when due so as to prevent the assessment of any late fees or penalties.

6. Lessee shall pay for all water, electricity, and other utilities used on the premises.

7. Lessee shall be responsible for all maintenance of any improvements on the leased property.

8. Lessee will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations.

9. If Lessee shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any

of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at his election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the said premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 30 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid.

WITNESS the signatures of the parties, this the ____ day of _____, 20____.

LESSOR:

LESSEE:

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, _____, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and in the year therein shown as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, _____, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and in the year therein shown as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
