

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Clinton Industrial Authority of Custer County, Oklahoma, hereinafter referred to as "Lessor", and Crop Production Services, hereinafter referred to as "Lessee", this ____ day of _____, 2009.

For the consideration of \$1,500.00 payable monthly, Tenant does hereby rent the property owned by Clinton Industrial Authority at 213 East Hayes and described more particularly as:

SURFACE AND SURFACE RIGHTS ONLY TO:

A tract of land lying in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 14, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of said NE/4 SE/4; thence North 00°33'53" East along the East line of said NE/4 SE/4 a distance of 341.30 feet to a point; thence North 79°51'59" West a distance of 249.56 feet to the point of beginning; thence North 09°21'56" East a distance of 342.96 feet to a point on the South line of Frisco Avenue; thence North 89°27'41" West along the South line of said Frisco Avenue a distance of 241.97 feet to a point; thence South 10°08'41" West Parallel with the main track of the former ST.L. & S.F. Railway Co. a distance of 146.09 feet to a point; thence South 79°51'19" East a distance 32.56 feet to a point; thence South 10°12'32" West a distance of 156.50 feet to a point; thence south 79°51'59" East a distance of 210.86 foot to the point of beginning. Containing 1.67 acres more or less and being subject to easements and conveyances of record.

The terms and conditions of the lease between the parties shall be as follows:

Term.

1. This lease shall commence on the date executed and continue for five (5) years terminating on December 31, 2013, unless sooner terminated or extended pursuant to the terms hereof (the "Term"). Tenant shall have the option to renew

the lease for four (4) additional Terms of five (5) years upon the same terms and conditions as set forth herein, excluding Rent which will be reviewed on an annual basis. Such options must be exercised by notice to Lessor in writing at least sixty (60) days prior to the end of the initial term.

General.

2. Lessee agrees to pay all real estate taxes or assessments if any are levied against the leased premises before the same become delinquent. In the event Lessee fails to pay such taxes, Lessor may, at its option, pay any such taxes and assessments that may be levied against the premises, and add such amounts to the following month's rent.
3. Lessee agrees to indemnify Lessor against liability on all claims for damages and injuries to persons on the property, which result from the activities or omission of Lessee or its agents or its employees upon the demised premises during the term thereof.
4. Nothing in this lease shall be construed to prevent the Lessor from making such use of the leased premises as they may see fit, so long as such use in no way restricts, limits, or interferes with the operations of, and the use of the premises by Lessee.
5. All improvements and equipment placed on the leased premises by Lessee shall remain the property of the Lessee, and Lessee shall have the right to remove such property prior to the expiration of this lease, provided that the removal will not cause injury to the subject property.

6. This agreement shall inure to the benefit of and shall be binding upon the heirs, legal representative, successors and assigns of the parties, provided that Lessee may not assign this lease without the permission of Lessor unless said assignment be with an entity controlling, controlled by, or in common control of Crop Production Services.
7. Tenant shall not commit waste or damage the property, ordinary wear and tear accepted.
8. Tenant shall not make any alterations or additions or improvements in or to said premises without written consent of the Lessor.
9. Tenant is responsible for all utility services at the subject premises.

Default.

10. Upon default, Lessor shall have the right to terminate this lease and immediately reenter the property.

Witness the hands of the parties the day and date first above written.

CLINTON INDUSTRIAL AUTHORITY

CROP PRODUCTION SERVICES

Allen Bryson, Chairman

T.E. Warner, President

ATTEST

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Lisa Anders, Secretary

MUTUAL TERMINATION OF LEASE AGREEMENT

The parties mutually agree to terminate the agreement entered into on _____,
2009, attached hereto as Exhibit A.

CLINTON INDUSTRIAL AUTHORITY

Allen Bryson, Chairman

ATTEST

Lisa Anders, Secretary

CROP PRODUCTION SERVICES

T.E. Warner, President

ATTEST
