

REDACTED

021256-WU

Grazing lease from Miami Corporation to Edward Clark dated November 1, 2003. The area is shown by map.

Grazing lease from Miami Corporation to L.W. Jones dated June 1, 2001. The area is shown by map.

Hunting lease from Miami Corporation to Miami Tract Hunt Club Inc., dated April 16, 2001. The area is shown by map.

Hunting lease dated September 1, 2003 from Miami Corporation to a group of hunters relating to land on the "Dawson Tract." The area is described by section, township and range.

Hunting lease dated September 1, 2003 from Miami Corporation to a group of hunters relating to land on the "Hart Tract." The area is described by reference to deeds which are enclosed.

Request for Production No. 1



DOCUMENT NUMBER - DATE

05029 APR 30 8

FPSC-COMMISSION CLERK

HUNTING LEASE

1. In consideration of payment of \$ [REDACTED] /acre) to Lessor on or before September 1, 2003 undersigned Lessees (as defined below) and their guests are hereby extended the hunting privileges on the lands owned by the undersigned Lessor comprising 518 acres, more or less, as described in deeds dated December 31, 1998 and January 15, 1999 from Hart Land and Cattle Co., Inc. to Miami Corporation, and in deed dated January 14, 2002 from Patrick J. Maher Trust to Miami Corporation, in Sections 42, 43, and 44, Township 18 South, Range 34 East, Volusia County, Florida, which lands are known as the "Hart Tract."

2. Lessees' hunting privileges on said lands are to be only during State of Florida authorized hunting seasons, and Lessees are defined as:

[REDACTED]

and your personal, non-paying guests. In addition to hunting privileges for the above period, Lessees may also maintain a camp, including related structures, dogs and dog pens related to the hunting operations for the period September 1, 2003 through August 31, 2004. Lessees and guests will maintain no more than one camp on the subject premises at any given time. Under no circumstances shall any commercial hunting be permitted on the property. Upon a determination by the Lessor that the Lessees, or any one of them, have sold hunting privileges or taken paying guests on the property, this Lease shall immediately terminate as to all Lessees.

3. It is understood and agreed that Lessees and their guests will govern themselves according to the laws of the State of Florida and the current rules and regulations of the Florida Fish and Wildlife Conservation Commission. Lessee agrees to only harvest male deer with a minimum of two points above the ear on one antler. Female deer may be taken per State of Florida rules and with doe permits. A wildlife hunt report shall be provided lessor prior to seven days after the close of general gun season for all animals killed. Information for deer to include age, weight, sex, and rack size (total points).

4. The said lands are being used for tree farming purposes and such use is of paramount importance not only to the parties hereto but to the economy of the area, and in view of this primary use of the land,

Lessees agree to carry on their hunting operations in such manner as shall not be inconsistent with the Lessor's uses of the land as an industrial forest, to avoid any damage to the seedlings and young trees, and to follow any further regulations or restrictions which the Lessor's Tree Farm Director may deem necessary to protect the trees and minimize the danger of fire due to drought, low humidity or any other reason. The Lessor may designate areas of young pine plantations or stands or areas on which personnel employed by the Lessor will be working during the hunting season, on which all hunting will be prohibited and upon which no vehicles shall be permitted. It is further provided that during periods of drought constituting, in the sole judgment of the Lessor, an emergency condition and upon being advised by the Lessor that continued use for hunting would jeopardize timber on said lands, the Lessees shall cease all hunting until said drought emergency has ended.

5. The said hunting privileges are granted on the condition that Lessees will not start or cause to be started any fires on the property except in their own camp, and that such fires as Lessees may start in their camp will be guarded and protected at all times and extinguished when Lessees leave the camp; that Lessees will report and lend assistance to extinguishing any fires that may occur anywhere on the lands covered by this lease; that Lessees will report and assist in preventing trespassing on the property; that Lessees will not destroy or damage the fences or any other property of the Lessor. At such time as this lease is not renewed or it is otherwise terminated, Lessees agree to remove all structures placed upon the Lessor's land by Lessees.

6. It is understood and agreed that Lessor shall not be liable for any property or personal damages that may be incurred by Lessees and their guests, or by any third party as a result of Lessees' activities under this Lease.

7. The attached save harmless and indemnity agreement executed by all Lessees shall become a part hereof and is incorporated herein by reference.

8. Lessees shall provide Lessor (a) with proof of general liability insurance in the amount of \$2,000,000.00 from an insurance company acceptable to Lessor, with Lessor a named insured thereon and (b) with proof of automobile insurance. Any Lessee desiring to operate an unlicensed all-terrain vehicle (or any other unlicensed vehicle) on the property must submit proof of general liability insurance in a minimum amount of \$500,000.00 from an insurance company acceptable to Lessor, with Lessor as an additional insured.

9. It is further understood and agreed that the officers, directors and employees of Lessor and their guests shall have the right to hunt on said premises at any time during the period above mentioned.

10. The parties hereto agree this Lease will not be recorded.

Dated as of this 1st day of September, 2003.

MIAMI CORPORATION (LESSOR)

By: ^{B6} Richard F. Hogan
Richard F. Hogan,
Executive Vice President

LESSEES:

[REDACTED]

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is between the undersigned Lessees and Miami Corporation ("Lessor") under Hunting Lease dated 1st day of September, 2003.

In consideration of the Lessor entering into a lease dated September 1, 2003 for the right to hunt within designated areas of the Lessor's real property, Lessees hereby agree to indemnify and hold harmless the Lessor for any injuries, death, loss, or property damage sustained by the Lessor, its representatives, agents or employees and for any injuries, death, loss or property damage sustained by any other persons including the undersigned Lessees and their guests while on the Lessor's property if the injuries, death, loss or property damage results from or in connection with the acts or omissions of the undersigned Lessees or their guests.

If any injury, death, loss or property damage occurs as a result of the acts of the undersigned Lessees or their guests while on the property, the Lessor must give written notice to the Lessees of a claim under this Agreement within thirty days after the Lessor learns or reasonably should have learned of the occurrence of the act giving rise to a claim.

The Lessees agree to pay the Lessor interest at the annual rate of nine percent (9%) of the amount of any claim for injury, death, loss or property damage indemnified against, from the date of the claim until the full amount of the claim, plus interest, is paid. In addition, the Lessees agree to reimburse the Lessor for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this Hold Harmless and Indemnity Agreement within thirty days after receiving written notice that the Lessor has incurred them.

This Agreement is incorporated by reference in Hunting Lease of this same date between Miami Corporation and Lessees.

Dated this 1st day of September, 2003, in Volusia County,
Florida.

LESSEES:

[REDACTED]

Prepared By: Susy Carder
Professional Title Agency, Inc.
400 Canal Street
New Smyrna Beach, FL 32168
incidental to the issuance of a title insurance policy.
File #: 0463.02*N0885
Parcel ID #: 8443-00-00-0030
Grantee(s) SS #:

Doc stamps 1592.50
(Transfer Amt \$ 227500)
Instrument # 98251431
Book: 4385
Page: 1698
Diane M. Matousek
Volusia County, Clerk of Court

**WARRANTY DEED
(CORPORATE)**

This WARRANTY DEED, dated 12/31/1998

by

HART LAND AND CATTLE CO., INC., A FLORIDA CORPORATION

whose post office address is

138 S. State Road 415, New Smyrna Beach, FL 32168 ,

hereinafter called the GRANTOR, to

MIAMI CORPORATION

whose post office address is

410 N. Michigan Ave., Chicago, IL 60611

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Volusia County, Florida, viz:

That portion of Lots 62 and 167 lying to the West of the I-95 right of way of the Assessor's Subdivision of the Charles Sibbald Grant of Sections 42, 43 and 44, Township 18 South, Range 34 East, as shown on map in Map Book 3, Page 151, Public Records of Volusia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1998 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

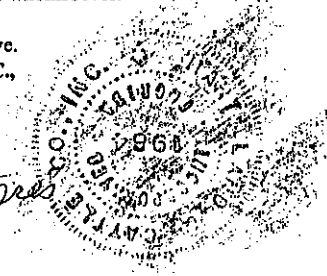
**HART LAND AND CATTLE CO., INC.,
A FLORIDA CORPORATION**

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Handwritten Signature]
Print Name: SUZANNE M. CARDER

By: [Handwritten Signature]
Victoria A. Hart, President

Signature: [Handwritten Signature]
Print Name: ROSEMARIE FRUTELEY



State of Florida
County of Volusia

I am a notary public of the state of Florida, and my commission expires: 11-16-2000

THE FOREGOING INSTRUMENT was acknowledged before me on 12/31/1998 by:

VICTORIA A. HART, President

of **HART LAND AND CATTLE CO., INC., A FLORIDA CORPORATION** on behalf of the corporation.

She is personally known to me or who has produced _____ as identification and who _____ take an oath. (did/did not)

Notary Seal

Signature: [Handwritten Signature]
Print Name: _____

Notary Public



Suzanne M. Carder
MY COMMISSION # CC599113 EXPIRES
November 16, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared By: Susy Carder
Professional Title Agency, Inc.
400 Canal Street
New Smyrna Beach, FL 32168
incidental to the issuance of a title insurance policy.
File #: 0463.02*N0875
Parcel ID #: 8443-01-00-0150
Grantee(s) SS #:

Doc stamps 637.00
(Transfer Amt \$ 91000)
Instrument # 99011397
Book: 4390
Page: 4362
Diane M. Matousek
Volusia County, Clerk of Court

**WARRANTY DEED
(CORPORATE)**

This WARRANTY DEED, dated 01/15/1999

by
HART LAND AND CATTLE COMPANY

whose post office address is
138 S SR 415 , NEW SMYRNA BEACH , FL 32168
hereinafter called the GRANTOR, to
MIAMI CORPORATION
whose post office address is
410 N. MICHIGAN AVE., CHICAGO, ILL., 60611

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Volusia County, Florida, viz:

That part of Lots 13B, 14B, and 15B, lying West of the Interstate I-95 right of way, ASSESSOR'S SUBDIVISION OF THE CHARLES SIBBALD GRANT IN SECTIONS 43 AND 44, TOWNSHIP 18 SOUTH, RANGE 34 EAST, according to the plat thereof, as shown in Map Book 5, Page 86 and Map Book 3, Page 151, of the Public Records of Volusia County, Florida.

LESS AND EXCEPT:

Borrow Pit No. 11 and Haul Road Access.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1999 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
HART LAND AND CATTLE COMPANY

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: *Susy Carder*
Print Name: **SUSYNE M. CARDER**

By: *Victoria A. Hart*
Victoria A. Hart, President

Signature: *Cheryl J. Buttermore*
Print Name: **CHERYL J. BUTTERMORE**

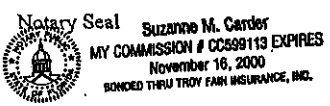


State of Florida
County of Volusia

I am a notary public of the state of Florida, and my commission expires: 11-16-2000

THE FOREGOING INSTRUMENT was acknowledged before me on 01/15/1999 by:
Victoria A. Hart, President
of
HART LAND AND CATTLE COMPANY

, on behalf of the corporation.
He/She is personally known to me or who has produced _____ as identification and who _____ take an oath. (did/did not)



Signature: *Susy Carder*
Print Name: _____
Notary Public

HUNTING LEASE

As of this sixteenth day of April, 2001, MIAMI CORPORATION, a Delaware corporation authorized to do business in the State of Florida ("Lessor") with offices at 1625 Maytown Road, Osteen, Florida 32764, and MIAMI TRACT HUNT CLUB INC., a Florida Corporation ("Lessee"), with offices at 1721 Royal Palm, Edgewater, Florida 32132, in consideration of the mutual covenants and agreements expressed herein, agree as follows:

1. Term of Lease. This lease shall be in full force and effect from the date of execution until May 15, 2006, unless terminated earlier as provided herein; however, the right of entry shall commence May 12, 2001, and this lease shall be known and described as "HUNTING LEASE DATED MAY 12, 2001."

2. Acreage Leased. The land subject to this lease is approximately 52,000 acres located in Volusia and Brevard Counties, Florida, is specifically described as shown in Exhibit A attached hereto and made a part hereof, and shall hereinafter be referred to as the "MIAMI TRACT".

3. Purpose and Uses. This Lease is to provide hunting privileges, during State of Florida authorized hunting seasons only, on the Miami Tract to the fee-paying members of Lessee, their families and guests as described in the Hunt Club Rules attached hereto as Exhibit B and made a part hereof (the "Hunt Club Rules"), subject to all the terms and conditions of this agreement. No access to the Miami Tract will be allowed to Lessee's members during May, June, July and August except (1) during the third weekend of each such months for the sole purpose of filling feeders or (2) at other times with the approval of Lessor.

4. Lease Payments. Lessee agrees to pay Lessor as follows:

Year 1:	May 12, 2001 – May 15, 2002: \$ [REDACTED] on or before July 1, 2001 \$ [REDACTED] on or before September 1, 2001
Year 2:	May 15, 2002 – May 15, 2003: \$ [REDACTED] on or before May 1, 2002 \$ [REDACTED] on or before September 1, 2002
Year 3:	May 15, 2003 – May 15, 2004: \$ [REDACTED] on or before May 1, 2003 \$ [REDACTED] on or before September 1, 2003

Year 4: May 15, 2004 – May 15, 2005:
\$ [REDACTED] on or before May 1, 2004
\$ [REDACTED] on or before September 1, 2004

Year 5: May 15, 2005 – May 15, 2006:
\$ [REDACTED] on or before May 1, 2005
\$ [REDACTED] on or before September 1, 2005

Lessee's failure to make timely lease payments will constitute a default under this lease.

5. Rules and Laws. It is understood and agreed that Lessee's members and their guests will govern themselves according to the laws of the State of Florida, the current rules and regulations of the Florida Fish and Wildlife Conservation Commission, and the Hunt Club rules set forth in Exhibit B. The Hunt Club Rules are at all times subject to the approval of Lessor, which will not be unreasonably withheld. Lessee also agrees that it will not allow guided hunts on the Miami Tract. Lessee agrees to provide Lessor with annual harvest information including at a minimum the number of all animals (and sex of deer) by hunting season, on or before February 1 of each lease year.

6. Tree Farm Lands. The said lands are being used for tree farming purposes and such use is of paramount importance not only to the parties hereto but to the economy of the area, and in view of this primary use of the land, Lessee agrees that members and guests shall carry on their hunting operations in such manner as shall not be inconsistent with the Lessor's uses of the land as an industrial forest, to avoid any damage to the seedlings and young trees, and to follow any further regulations or restrictions which the Lessor's Tree Farm Director may deem necessary to protect the trees and minimize the danger of fire due to drought, low humidity or any other reason. The Lessor may designate areas of young pine plantations or stands or areas on which personnel employed by the Lessor will be working during the hunting season, on which all hunting will be prohibited and upon which no vehicles shall be permitted. Lessor also has discretion to close access roads if wetness conditions so require. It is further provided that during periods of drought constituting, in the sole judgment of the Lessor, an emergency condition and upon being advised by the Lessor that continued use for hunting would jeopardize timber on said lands, the Lessee's members and guests shall cease all hunting until said drought emergency has ended. If such prohibition extends beyond two (2) days in any lease year, Lessor shall refund to Lessee a prorated portion of the lease payment for such lease year.

7. Fire Protection. The said hunting privileges are granted on the condition that Lessee's members and guests will not start or cause to be started any fires on the property except in their own camps, and that such fires as

Lessee's members and guests may start in their camps will be guarded and protected at all times and extinguished upon leaving the camp; that Lessee will report and lend assistance to extinguishing any fires that may occur anywhere on the lands covered by this lease; that Lessee will report and assist in preventing trespassing on the property; that Lessee will not destroy or damage the fences or any other property of the Lessor. At such time as this lease is not renewed or it is otherwise terminated, Lessee agrees to remove all structures placed upon the Lessor's land by Lessee's members and guests.

8. Liability. It is understood and agreed that Lessor shall not be liable for any property or personal damages that may be incurred by Lessee or Lessee's members and their guests, or by any third party as a result of Lessee's activities under this Lease.

and each spouse and qualified adult child of each member

9. Indemnity Agreement. The attached hold harmless and indemnity agreement executed by Lessee shall become a part hereof and is incorporated herein by reference. Each member of Lessee and each guest shall be required to execute the hold harmless and indemnity agreement before entering on the Miami Tract. a in a form approved by Lessor

10. Insurance. Prior to entering on the land, Lessee shall provide Lessor with proof of (1) general liability insurance in the amount of \$5,000,000, (2) non-owned automobile liability insurance in the same amount, both with Lessor a named insured thereon, and (3) workers compensation insurance, with a company or companies acceptable to Miami Corporation, and shall provide updated proof of insurance upon each renewal. Prior to entering the Miami Tract, each member of Lessee shall provide Lessor with a photocopy of a current driver's license for each hunter driving on the Miami Tract and with proof of current automobile insurance for each vehicle to be driven on the Miami Tract.

Any member desiring to operate an unlicensed all-terrain vehicle on the Miami Tract must submit proof of general liability insurance in the minimum amount of \$500,000 from an insurance company acceptable to the Lessor, with Lessor named as an additional insured.

11. Lessor Hunting Privileges. It is further understood and agreed that the officers, directors and employees of Lessor and their guests shall have the right to hunt on said premises at any time during the lease period.

12. No Recording. The parties hereto agree this lease will not be recorded.

13. Termination and Amendment of Lease. Either party may terminate this lease by written notice delivered to the other party on or before March 15 of each lease year and such termination will be effective as of May 15

of the lease year. This lease shall be amended only by a writing signed by both parties.

14. Members. Lessee agrees that it shall limit its members to 261, plus eight non-paying law-enforcement members. Family and guests shall be admitted to the Miami Tract only in accordance with the Hunt Club Rules. Specifically, it is understood that all guests will be non-paying, and that any member found to be accepting payment from guests for hunting privileges will immediately lose his or her membership. Lessor may ask to review a list of current or proposed members at any time and has the right to reject members in its sole discretion.

15. Fencing. Lessee agrees to spend \$15,000 per lease year in construction of a perimeter fence consisting of three-strand barbed wire with a good grade of post.

16. Notices. Notices shall be made in writing by hand delivery or prepaid first class mail as follows:

If to Lessor: Miami Corporation
Attention: Earl M. Underhill
1625 Maytown Road
Osteen, FL 32761

If to Lessee: Miami Tract Hunt Club Inc.
Attention: Mike Thomas
1721 Royal Palm
Edgewater, FL 32132

Signed as of April 16, 2001.

MIAMI CORPORATION (LESSOR)

36 By: Lawson E. Whitesides, Jr.
Lawson E. Whitesides, Jr., President

MIAMI TRACT HUNT CLUB INC. (LESSEE)

By: Mike Thomas
Mike Thomas, President

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is between Miami Tract Hunt Club, Inc. ("Lessee") and Miami Corporation ("Lessor") under Hunting Lease dated May 12, 2001.

In consideration of the Lessor entering into the Hunting Lease dated May 12, 2001 for the right to hunt within designated areas of the Lessor's real property, Lessee hereby agrees to indemnify and hold harmless the Lessor for any injuries, death, loss, or property damage sustained by the Lessor, its representatives, agents or employees and for any injuries, death, loss or property damage sustained by any other persons including the undersigned Lessee, its officers, directors, members, employees and their guests while on the Lessor's property if the injuries, death, loss or property damage results from or in connection with the acts or omissions of the undersigned Lessee, its officers, directors, members, employees or their guests.

If any injury, death, loss or property damage occurs as a result of the acts of the undersigned Lessee, its officers, directors, members, employees or guests while on the property, the Lessor must give written notice to the Lessee of a claim under this Agreement within thirty days after the Lessor learns or reasonably should have learned of the occurrence of the act giving rise to a claim.

The Lessee agrees to pay the Lessor interest at the annual rate of twelve percent (12%) of the amount of any claim for injury, death, loss or property damage indemnified against, from the date of the claim until the full amount of the claim, plus interest, is paid. In addition, the Lessee agrees to reimburse the Lessor for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this Hold Harmless and Indemnity Agreement within thirty days after receiving written notice that the Lessor has incurred them.

This Agreement is incorporated by reference in Hunting Lease dated May 12, 2001 between Miami Corporation and Lessee.

Dated this 12th day of May, 2001, in Volusia County, Florida.

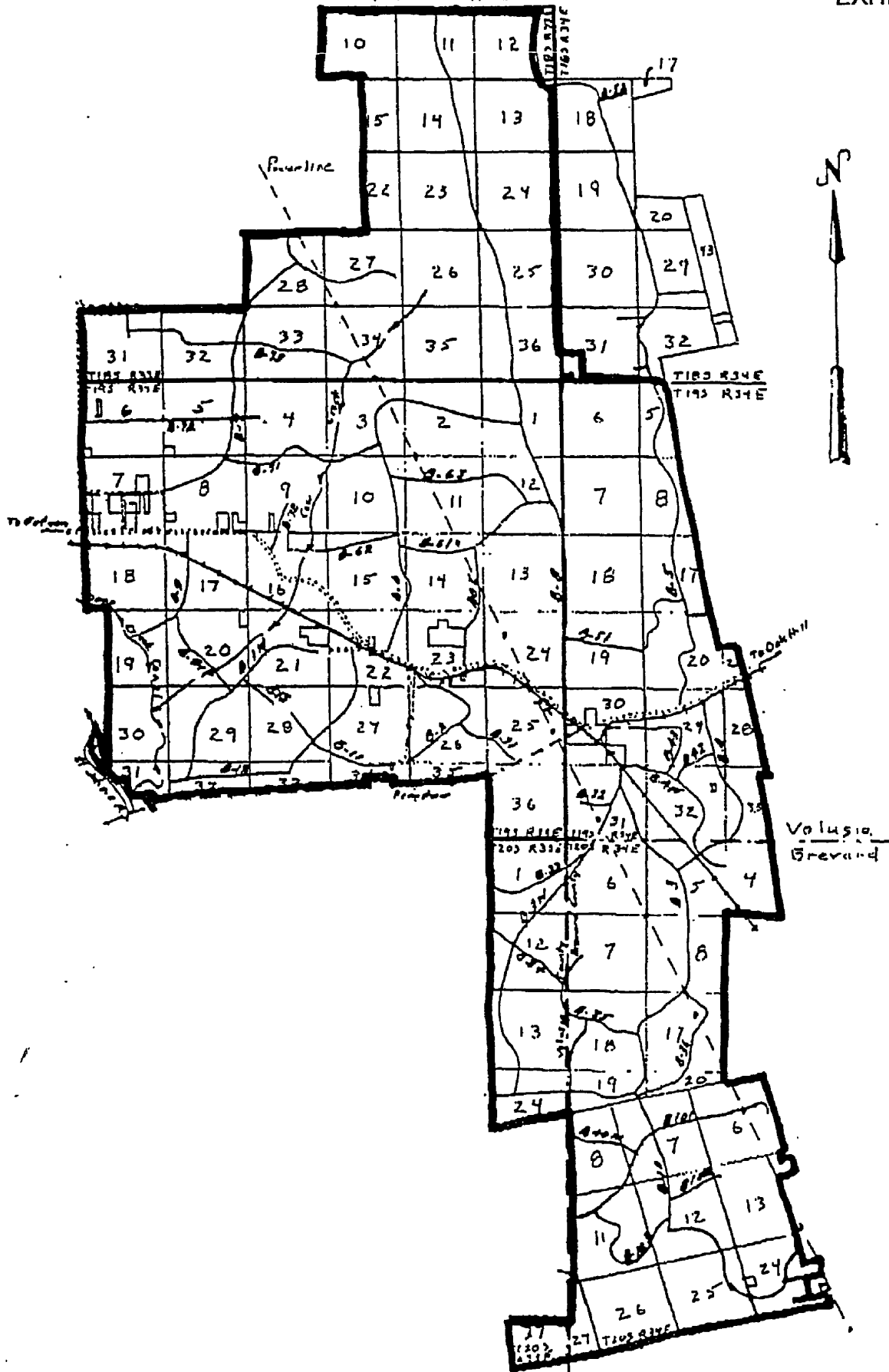
MIAMI TRACT HUNT CLUB, INC.

By: 

Mike Thomas, President

MIAMI CORPORATION ^{7/24/97}
Farmton Tract

EXHIBIT A



MIAMI TRACT HUNT CLUB RULES

The purpose of initiating this private hunt club is to provide members with an area of quality hunting. Only responsible, sportsminded individuals will be invited to join this Club. All memberships are by invitation only and will reviewed annually by the Board of Directors. The lessor, Miami Corporation, has the right to reject members for any reason.

These rules form a part of the Hunt Club's lease with Miami Corporation. Therefore, compliance with the rules is essential.

HUNTING

A five year contract has been granted by the landowner. A game management plan will be immediately initiated to enhance the chance of taking trophy bucks in the future.

Rule # 1. The taking of spike buck is prohibited. Legal bucks will have at least one fork above the ears. (For definition purposes, a button buck will be considered a spike buck.)

The fine for violating Rule # 1 will be \$100.00, payable to the Club General Fund.

Each member will be allowed to harvest one antlerless deer (doe) per season, whether it be during the archery season, the antlerless deer weekend, or by permit. All deer taken must be "checked in" and data recorded.

The above rules are necessary in order to achieve a proper buck/doe ratio.

Rule # 2. Hunting by the use of dogs will be allowed on Thursday through Sunday, on legal holidays, the first nine days and the last nine days of the deer season.

Training of deer dogs will be allowed during the period established for dog training of the deer season.

Rule # 3. Persons participating in a dog hunt must wear a florescent hat or vest.

Rule # 4. Hunting on a Wednesday between the hours of 8:00 am and 4:00 pm is prohibited.

Rule # 5. All State laws must be adhered to, including the rules and regulations of the Florida Fish and Wildlife Conservation Commission.

STANDS AND FEEDERS

Each member will be allowed two automatic feeding stations.

- Rule # 6. Feeding stations shall be identified with the member's name. A number will be assigned each feeder location which will be located on an aerial photograph of the property. Members will not be allowed to place feeding stations closer than one quarter of a mile of another feeding station.
- Rule #7. Hunting from another person's stand or feeding station is prohibited without written permission. Permission to hunt on your stand should include the date you allow that person to hunt from your stand.
- Rule # 8. Members will be allowed to set up and hand feed as many stands as they wish.
- Rule # 9. Stands are to be constructed of metal, plastic, or fiberglass. Stands may not be permanently attached to trees nor may they be placed in a manner to obstruct roads or firelines. Driving of metal objects into trees is prohibited. Destroying trees is prohibited.

MEMBERSHIP & GUESTS

- Rule # 10. Dues must be paid by April 1.
- Rule # 11. Memberships include and allow immediate family members to hunt. Children may continue to hunt as long as they are full time students and under the age of twenty-one. Verification (student ID) is required. (For definition purposes, immediate family means spouse and children living at home.)

Family members must be accompanied by the member while on the property. Only one vehicle is allowed on the property per member. Club decals will be provided.

All members who operate an unlicensed motor vehicle (Jeep, ATV, etc.) will be required to have liability insurance for said vehicle and must prove so to obtain a club decal.

A member is allowed to bring one guest. Should a member chose to invite a guest the following rules are applicable:

- A) The member's family will not hunt.
- B) The guest will sign a release form prior to hunting.
- C) A fifty dollar guest fee is paid to the Club.
- D) The member is responsible for the actions of his guest.
- E) Guests will not be allowed during the first nine days of gun season.

- Rule # 12 Members are allowed to use the property from Sept. 1st through April 30th.
Restricted access during the months May through August will be imposed at the request of the landowner because of the high probability of fire during that time.
If a member needs access the property during that time period, he must request a daily pass that will be issued by Club President, on an as – needed basis.
Members may also enter the property during this restricted time on the third weekend of each month (May, June, July, August) without a pass for the purpose of filling feeders only.

LAND USE

- Rule # 13 Camping is allowed at designated primitive campsites by use of tents, trailers, or self - propelled camping vehicles.
- Rule # 14 FIRE PROTECTION – Fire shall be limited to campfires at designated campsites only.
- Rule # 15. Selected areas containing pine seedlings may be posted closed to hunting.
- Rule # 16. If water condition is area become extreme, some roads may be closed to vehicular traffic.
- Rule # 17. Littering is prohibited. Members are to pick up and carry out trash and keep area clean.
- Rule # 18. Miami Corporation has the right to close any or all areas to hunting in the times of extreme fire danger.

GENERAL

- Rule # 19. All members and guests agree to hold harmless The Miami Corporation, Miami Tract Hunt Club, fellow members and their family or guests, for any accidents or injuries that may occur while on this property. Members will be required to sign the attached Release and Hold Harmless, as well as proof of insurance, before entering the property.
- Rule # 20. Any member found in violation of the club rules is subject to expulsion. Membership dues are not refundable. Remember, members are responsible for their guests and other family members while on the property. *

I agree to abide by the above rules and accept the rulings of the Board of Directors. I have also read and signed the Release and Hold Harmless agreement.

Signed: _____

Date: _____

CONTRACT OF LEASE

THIS AGREEMENT is made and entered into as of the 1st day of June, 2001 between MIAMI CORPORATION, a Delaware corporation, having an office at 410 North Michigan Avenue, Chicago, Illinois 60611, hereinafter called the Lessor, and [REDACTED] hereinafter called the Lessee, and will continue until April 1, 2006 unless earlier terminated under the provisions hereunder and subject to the reservations and exceptions hereinafter set out.

WITNESSETH:

The Lessor for and in consideration of certain covenants and undertakings to be performed by the Lessee as herein provided, hereby demises, lets and leases to the Lessee for the use as pasturage for dry cattle of the bovine genus belonging to the Lessee (the grazing of all other domestic animals and livestock being expressly prohibited) those certain lands situated in the County of Volusia of the State of Florida shown on the attached map marked "EXHIBIT A," made a part hereof and incorporated by reference herein. The boundary fences of the said lands demised hereunder are indicated thereon in red and the small tracts not belonging to Miami Corporation are shown in black, the said sections or portions of sections embraced within the said enclosure comprising 8,668 acres, more or less, are those included within Miami Corporation's Tree Farm Compartments 1, 2 and 9.

The Lessor reserves and excepts from this lease those certain rights and privileges in and to the said lands as hereinafter recited and set forth and to which the granted privilege of pasturage and grazing for dry cattle shall be subject and subordinate.

The Lessor reserves the right during the term of this lease or during the term of any extension thereof, to sell the whole or any part of the demised premises, and in that event, to cancel this lease by written notice to the Lessee given not less than one hundred eighty (180) days prior to the effective date of cancellation.

As consideration for this lease, the Lessee covenants and agrees as follows:

1 To pay to the Lessor as rental the following amounts prior to July 1, 2001 for the first lease year and prior to June 1 of each subsequent lease year for the periods indicated.

<u>Years Ended</u>	<u>Annual Rental</u>
May 31, 2002	\$ [REDACTED]
May 31, 2003	\$ [REDACTED]
May 31, 2004	\$ [REDACTED]
May 31, 2005	\$ [REDACTED]
April 1, 2006	\$ [REDACTED]

Lease payments made after the due date shall bear interest at a rate of 1% per calendar month, or portion thereof, until paid.

2. In the exercise of the grazing privileges granted by this instrument he will not at any one time maintain on said premises cattle in such numbers as to damage or endanger the growths or plantings on said premises and in no event shall he maintain on said premises more than 345 head of cattle at any one time and the said cattle shall not be concentrated within small blocks to cause damage to pine plantations. All feeding stations and cattle concentrations to remain outside of planted pines younger than three years old.

3. To maintain and keep in repair all of the existing fences surrounding the above-described lands and to furnish, at Lessee's expense, all material, labor and supplies necessary in keeping said fences in proper and serviceable repair. The Lessee further agrees to additionally construct and maintain an interior cattle fence and necessary gaps and gates in Compartment 1 as depicted on Exhibit "A".

4. To patrol said leased premises against all fire hazards, and for that purpose to provide all necessary riders and to permit no burning on the lands except such as the Lessor may direct, and to take all available precautions for the protection of the leased premises against damage by fire, and shall cooperate with and aid Lessor in Lessor's control burning.

5. To use diligent efforts in keeping the said lands free from the use of unauthorized hunters and trespassers.

6. To furnish to the Lessor, or its representative duly designated, duplicate keys to any locks on gates, and if any roads or trails through said leased lands shall be closed during the term of this lease, or any extension thereof, the Lessee agrees to maintain gates in the boundary fences and to furnish duplicate keys to the locks thereof.

7. The Lessee agrees to indemnify and hold harmless Miami Corporation, its employees, agents and other representatives for any injuries, death, loss, or property damage sustained by anyone including the undersigned Lessee, his employees, agents and other representatives while on the property or sustained by third parties, if the injuries, death, loss, or property damage results from the acts or omissions of the undersigned Lessee or his employees, agents and other representatives.

If any injury, death, loss or property damage occurs as a result of or in connection with the acts of the undersigned Lessee or his employees, agents and other representatives while on the property, the Lessee must give written notice to the Lessor of a claim under this agreement within one year after the Lessee learned or reasonably should have learned of the occurrence of the act giving rise to a claim.

The Lessee agrees to pay the Lessor interest at the annual rate of 8% of the amount of the injury, death, loss or property damage indemnified against from the date of the claim until the full amount of the claim plus interest is paid. In addition, the Lessee agrees to reimburse the Lessor for any necessary expenses, attorney's fees or costs incurred in the enforcement of any part of this paragraph within one year after receiving written notice that the Lessor has incurred them

It is further mutually understood and agreed:

8. The Lessee shall not hold the Lessor liable for any loss, damage, injury to or destruction of the fences, cattle or other property of the Lessee as the result of fire or any other cause whatsoever, and further, the Lessor shall not be liable to the said Lessee for any injury, loss and/or damage to person or property on the lands hereby leased.

9. The Lessee shall obtain, from a company or companies satisfactory to Lessor, Comprehensive General Public Liability Insurance covering bodily injury and property damages in the amount of at least \$500,000 per accident or occurrence and \$1,000,000 in the aggregate. Such insurance shall name Lessor as an additional insured and a certificate evidencing such insurance will be furnished to Lessor prior to commencement of any activities on the leased premises.

10. The Lessor reserves all turpentine, naval stores, timber, pulpwood, gas and mineral rights and all rights of oil exploration, mineral development, tree farming, fishing, hunting and trapping, and the right of ingress and egress to, over and upon the demised lands, for any or all of those purposes, and also the right to exercise on and over the said lands any and all rights, powers and control not by this instrument granted to the Lessee, except the right to disturb and interfere with the fences, corrals or buildings occupied by Lessee; and the Lessor, in order that it shall have the full enjoyment of the rights and privileges hereinabove expressly reserved to the Lessor, may grant such rights and privileges to others as Lessees or licensees, but in such case the Lessor herein shall advise the Lessee herein in writing of such granted lease or license.

11. The Lessor hereby reserves the right to negotiate and consummate oil exploration contracts or leases for oil, gas and mineral development on any or all of the lands enumerated in this agreement. Furthermore, it is mutually understood and agreed that any rights granted under such contracts or leases will be superior to grazing privileges hereby granted to Lessee. Should the activities of any person, firm or corporation having such a contract or lease interfere with the use of the lands for grazing purposes, then and in that event, Lessee's occupancy of the lands will be subordinate thereto, and Lessee's continued occupancy of the lands will be at Lessee's personal risk. Should Lessee suffer loss through such activities, or in any other manner whatsoever in the ordinary use and occupancy of the lands under this permit, such loss shall be without recourse upon, or liability or responsibility of, the Lessor.

12. Upon the expiration or termination of this lease at any time or in any manner hereinbefore provided, to surrender up and deliver the lands hereby demised with the fences thereon, in good and serviceable condition, reasonable wear and tear excepted, the Lessor shall have the right immediately to reenter the premises or any part thereof.

13. This lease and the rights and privileges hereunder shall not be assigned by the Lessee or by operation of law or otherwise, nor shall the Lessee sublet the lands as a whole, nor shall he have the right to sublet any part of the demised lands without the consent of the Lessor.

14. It is mutually agreed that this instrument of Lease shall not be recorded and the recording of it shall be grounds for cancellation of the lease by the Lessor after thirty (30) days' written notice to the Lessee.

15. Should the Lessee fail and refuse to meet, do and perform any one or more of his covenants and the conditions herein prescribed and remain in default for a period of thirty (30) days after notice in writing by Lessor requesting Lessee to fulfill his covenants or to comply with and meet the condition or conditions broken by Lessee, then this lease may be terminated by the Lessor at any time before its expiration

16. This instrument may be terminated at any time, for any reason, by either party, by the giving of six months' notice in writing prior to such termination. In such event, rents shall be refunded pro rata for that portion of the lease year following such termination

17 Lessee shall have a right of first refusal for a five-year cattle lease commencing April 2, 2006 on the 3,904 acres delineated on Exhibit "B", if and only if Lessor decides to make the premises available for such purposes, at a rate of \$ [REDACTED] per acre for Year 1 and increasing at an annual rate of 4% thereafter.

IN WITNESS WHEREOF, this instrument is executed in triplicate, the Lessor causing it to be signed by its Vice President and its corporate seal to be affixed and attested by its Secretary, and the Lessee affixing his signature and seal, as of the day and year first above-written.

Signed, sealed and delivered
in the presence of:

Jane Gunn
Witness

MIAMI CORPORATION

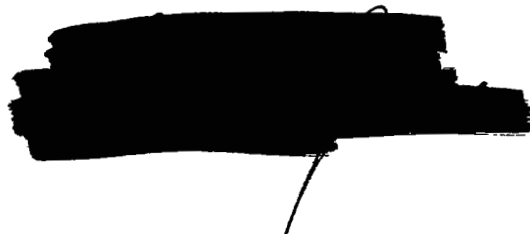
Eleanor E. Bulmer
Witness

By: *Michael J. ...*
Vice President

ATTEST:

By: *Borden Gaerig*
Assistant Secretary

Paul M. ...
Witness



Henry S. ...
Witness

MIAMI CORPORATION Farmton Tract

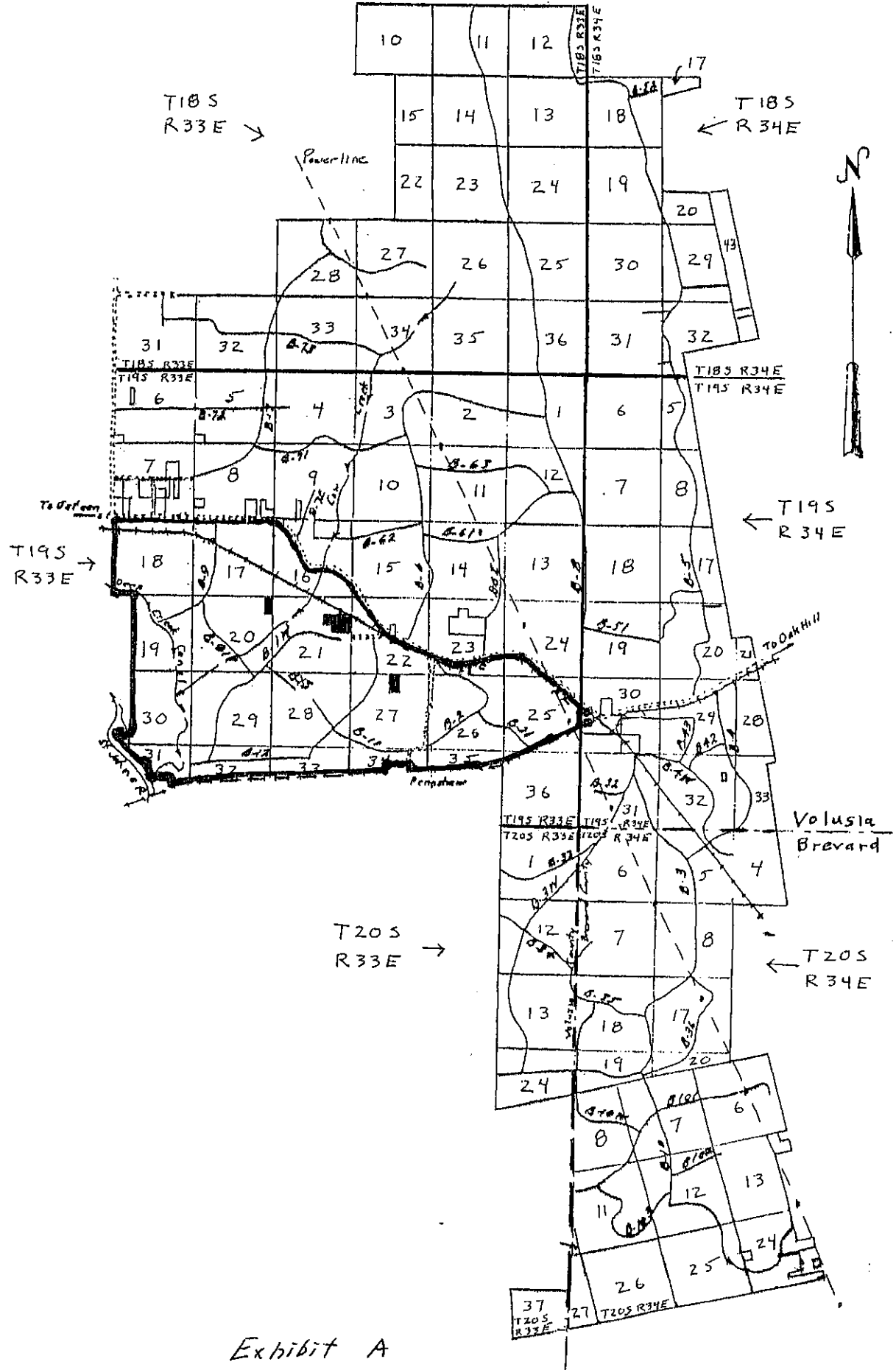


Exhibit A

MIAMI CORPORATION Farmlon Tract

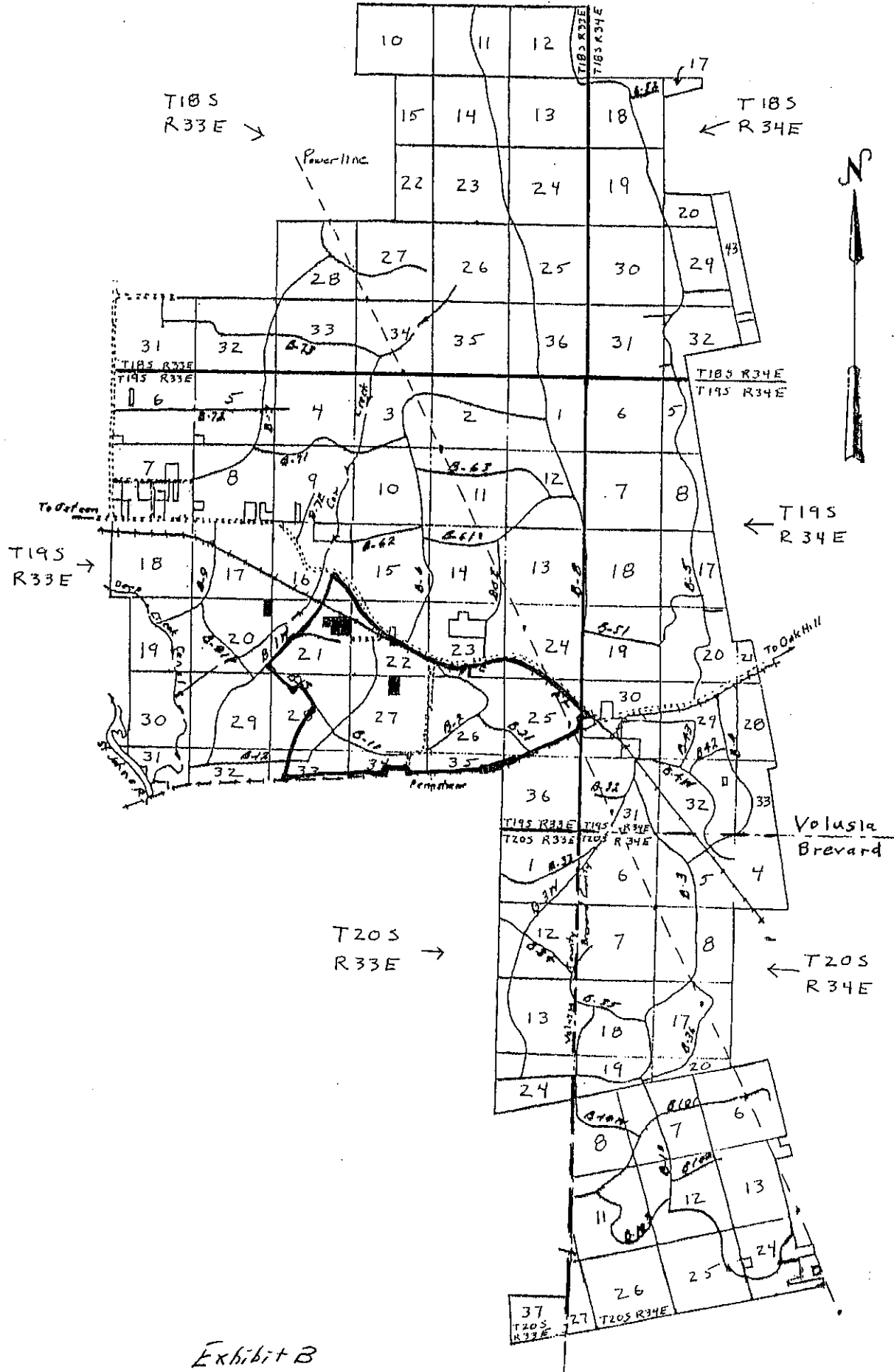


Exhibit B

CONTRACT OF LEASE

THIS AGREEMENT is made and entered into as of the 1st day of November, 2003 between MIAMI CORPORATION, a Delaware corporation, having an office at 410 North Michigan Avenue, Chicago, Illinois 60611, hereinafter called the Lessor, [REDACTED] hereinafter called the Lessee, and will continue until October 31, 2008 unless earlier terminated under the provisions hereunder and subject to the reservations and exceptions hereinafter set out.

WITNESSETH:

The Lessor for and in consideration of certain covenants and undertakings to be performed by the Lessee as herein provided, hereby demises, lets and leases to the Lessee for the use as pasturage for dry cattle of the bovine genus belonging to the Lessee (the grazing of all other domestic animals and livestock being expressly prohibited) those certain lands situated in the County of Volusia of the State of Florida shown on the attached map marked "EXHIBIT A," made a part hereof and incorporated by reference herein. The boundary fences of the said lands demised hereunder are indicated thereon in red and the small tracts not belonging to Miami Corporation are shown in black, the said sections or portions of sections embraced within the said enclosure comprising 10,301 acres, more or less, are those included within Miami Corporation's Tree Farm Compartments 3 and 4.

The Lessor reserves and excepts from this lease those certain rights and privileges in and to the said lands as hereinafter recited and set forth and to which the granted privilege of pasturage and grazing for dry cattle shall be subject and subordinate.

The Lessor reserves the right during the term of this lease or during the term of any extension thereof, to sell the whole or any part of the demised premises, and in that event, to cancel this lease by written notice to the Lessee given not less than one hundred eighty (180) days prior to the effective date of cancellation.

As consideration for this lease, the Lessee covenants and agrees as follows:

1. To pay to the Lessor as rental the following amounts prior to November 1, 2003 for the first lease year and prior to November 1 of each subsequent lease year for the periods indicated:

<u>Years Ended October 31</u>	<u>Annual Rental</u>
2004	\$ [REDACTED]
2005	\$ [REDACTED]
2006	\$ [REDACTED]
2007	\$ [REDACTED]
2008	\$ [REDACTED]

Lease payments made after the due date shall bear interest at a rate of 1% per calendar month, or portion thereof, until paid.

2. In the exercise of the grazing privileges granted by this instrument he will not at any one time maintain on said premises cattle in such numbers as to damage or endanger the growths or plantings on said premises and in no event shall he maintain on said premises more than 257 head of cattle at any one time and the said cattle shall not be concentrated within small blocks to cause damage to pine plantations. All feeding stations and cattle concentrations to remain outside of planted pines younger than three years old.

3. To construct, maintain and keep in repair all of the fences surrounding the above-described lands and to furnish, at Lessee's expense, all material, labor and supplies necessary in keeping said fences in proper and serviceable repair. The Lessee further agrees to additionally construct and maintain an interior cattle fence and necessary gaps and gates adjacent to the abandoned FEC Railroad bed across sections 25 and 36, T19S, R33E, connecting the existing boundary fences (as depicted on Exhibit "A").

4. To patrol said leased premises against all fire hazards, and for that purpose to provide all necessary riders and to permit no burning on the lands except such as the Lessor may direct, and to take all available precautions for the protection of the leased premises against damage by fire, and shall cooperate with and aid Lessor in Lessor's control burning.

5. To use diligent efforts in keeping the said lands free from the use of unauthorized hunters and trespassers.

6. To furnish to the Lessor, or its representative duly designated, duplicate keys to any locks on gates, and if any roads or trails through said leased lands shall be closed during the term of this lease, or any extension thereof, the Lessee agrees to maintain gates in the boundary fences and to furnish duplicate keys to the locks thereof.

7. Lessee assumes all risk of injuries or death to persons or damage to property (including but not limited to Lessor's property) in any manner resulting from or arising out of his operations hereunder. Lessee further agrees to indemnify and hold harmless Lessor, its agents, employees, shareholders, and other representatives and principals from and against any and all liability, damage, loss or expense or claim or demand therefore (including attorneys' fees and court costs) suffered by or asserted against Lessor because of any injury to or death of any person or persons or any property damages, including without limitation property of the parties hereto or for the cleanup or remediation of any release of hazardous material, resulting from or arising out of performance or nonperformance of this Lease, whether before or after completion, by any person including but not limited to Lessee, his agents, employees, subcontractors or suppliers, except where such liability, damage loss or expense is caused by the sole negligence of Lessor. As a part of such indemnification, Lessee agrees, if requested by Lessor, to assume, without expense to Lessor, the defense of any such claim, demand, action or cause of action, or at Lessor's option, to promptly reimburse Lessor for any such costs and for Lessor's attorney's fees and costs incurred in enforcing any part of this paragraph.

It is further mutually understood and agreed:

8. The Lessee shall not hold the Lessor liable for any loss, damage, injury to or destruction of the fences, cattle or other property of the Lessee as the result of fire or any other cause whatsoever.

9. The Lessee shall obtain, from a company or companies satisfactory to Lessor, Comprehensive General Public Liability Insurance covering bodily injury and property damages in the amount of at least \$500,000 per accident or occurrence and \$1,000,000 in the aggregate. Such insurance shall name Lessor as an additional insured and a certificate evidencing such insurance will be furnished to Lessor prior to commencement of any activities on the leased premises.

10. The Lessor reserves all turpentine, naval stores, timber, pulpwood, gas and mineral rights and all rights of oil exploration, mineral development, tree farming, fishing, hunting and trapping, and the right of ingress and egress to, over and upon the demised lands, for any or all of those purposes, and also the right to exercise on and over the said lands any and all rights, powers and control not by this instrument granted to the Lessee, except the right to disturb and interfere with the fences, corrals or buildings occupied by Lessee; and the Lessor, in order that it shall have the full enjoyment of the rights and privileges hereinabove expressly reserved to the Lessor, may grant such rights and privileges to others as Lessees or licensees, but in such case the Lessor herein shall advise the Lessee herein in writing of such granted lease or license.

11. The Lessor hereby reserves the right to negotiate and consummate oil exploration contracts or leases for oil, gas and mineral development on any or all of the lands enumerated in this agreement. Furthermore, it is mutually understood and agreed that any rights granted under such contracts or leases will be superior to grazing privileges hereby granted to Lessee. Should the activities of any person, firm or corporation having such a contract or lease interfere with the use of the lands for grazing purposes, then and in that event, Lessee's occupancy of the lands will be subordinate thereto, and Lessee's continued occupancy of the lands will be at Lessee's personal risk. Should Lessee suffer loss through such activities, or in any other manner whatsoever in the ordinary use and occupancy of the lands under this permit, such loss shall be without recourse upon, or liability or responsibility of, the Lessor.

12. Upon the expiration or termination of this lease at any time or in any manner hereinbefore provided, to surrender up and deliver the lands hereby demised with the fences thereon, in good and serviceable condition, reasonable wear and tear excepted, the Lessor shall have the right immediately to reenter the premises or any part thereof.

13. This lease and the rights and privileges hereunder shall not be assigned by the Lessee or by operation of law or otherwise, nor shall the Lessee sublet the lands as a whole, nor shall he have the right to sublet any part of the demised lands without the consent of the Lessor.

14. It is mutually agreed that this instrument of Lease shall not be recorded and the recording of it by the Lessee shall be grounds for cancellation of the lease by the Lessor after thirty (30) days' written notice to the Lessee.

15. Should the Lessee fail and refuse to meet, do and perform any one or more of his covenants and the conditions herein prescribed and remain in default for a period of thirty (30) days after notice in writing by Lessor requesting Lessee to fulfill his covenants or to comply with and meet the condition or conditions broken by Lessee, then this lease may be terminated by the Lessor at any time before its expiration.

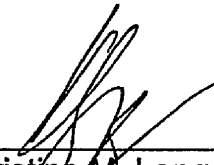
16. This instrument may be terminated at any time, for any reason, by either party, by the giving of six months' notice in writing prior to such termination. In such event, rents shall be refunded pro rata for that portion of the lease year following such termination.

IN WITNESS WHEREOF, this instrument is executed in triplicate,^{*} the Lessor causing it to be signed by its President and its corporate seal to be

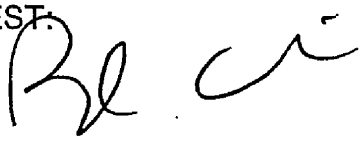
affixed and attested by its Secretary, and the Lessee affixing his signature and seal, as of the day and year first above-written.

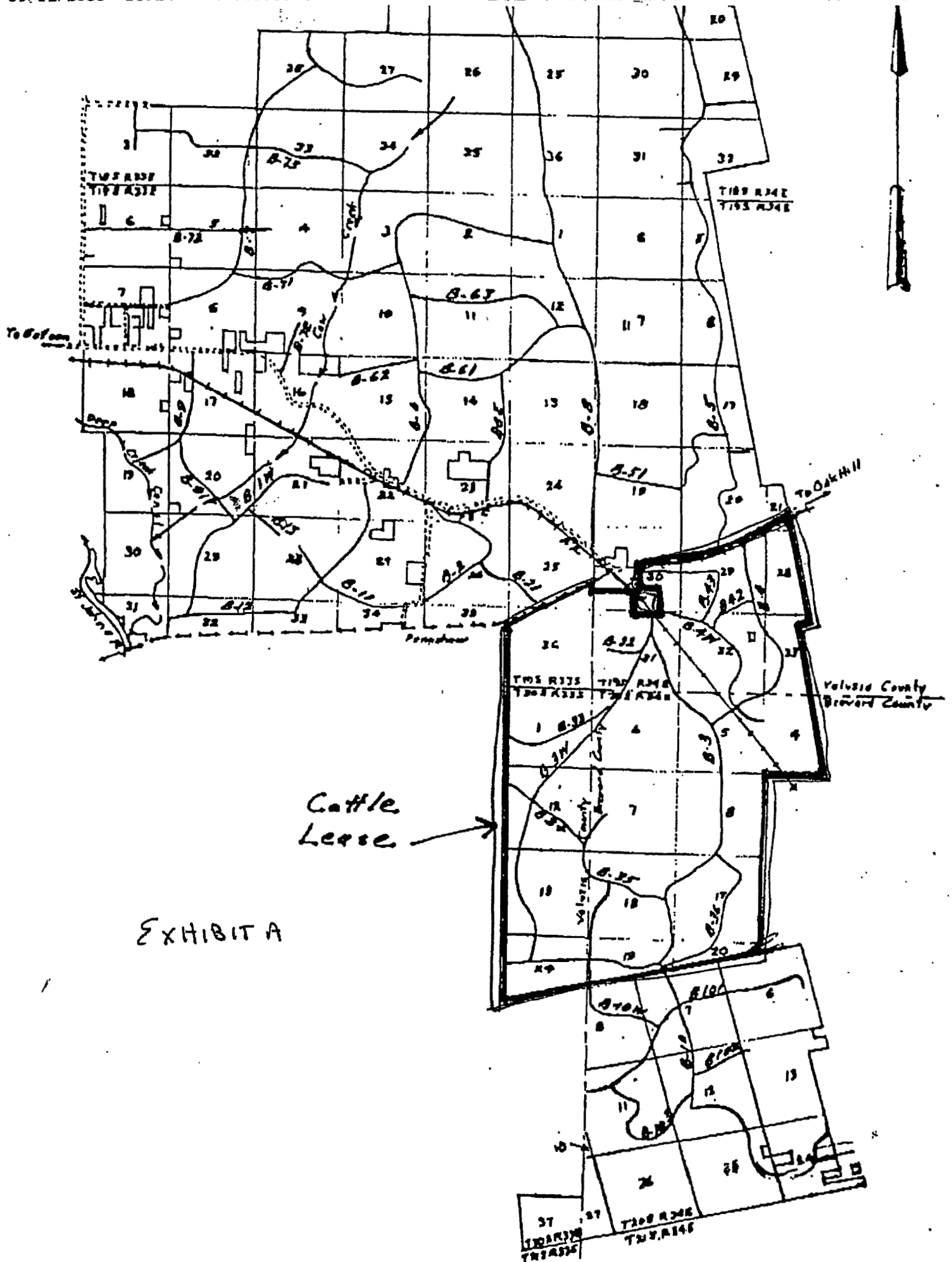
MIAMI CORPORATION

 (Seal)

36
By: 
Christine M. Long
Executive Vice President


Witness to 

ATTEST:

By: _____
Barbra Goering, Assistant Secretary



Cattle Lease →

EXHIBIT A

HUNTING LEASE

1. In consideration of payment of \$ [REDACTED] to Miami Corporation, 1625 Maytown Road, Osteen, FL 32764, hereinafter referred to as Lessor, on or before September 1, 2003 undersigned Lessees (as defined below) and their guests are hereby extended the hunting privileges on the lands owned by the undersigned Lessor comprising 4,225 acres, more or less, in Sections 12, 17, 18, 19, 20, 29, 30, 31 and 32, Township 18 South, Range 34 East, Volusia County, Florida, which lands are completely fenced and are known as the "Dawson Tract" as follows:

2. Lessees' hunting privileges on said lands are to be only during State of Florida authorized hunting seasons as they fall in the period from September 1, 2003 through August 31, 2004. Lessees are defined as: [REDACTED]

[REDACTED] (also known as the "[REDACTED]") and your personal, non-paying guests. In addition to hunting privileges for the above period, Lessees may also maintain a camp, including related structures, dogs and dog pens related to the hunting operations for the period September 1, 2003 through August 31, 2004. Lessees and guests will maintain no more than 10 camp buildings on the subject premises at any given time. Under no circumstances shall any commercial hunting be permitted on the property. Upon a determination by the Lessor that the Lessees, or any one of them, have sold hunting privileges or taken paying guests on the property, this Lease shall immediately terminate as to all Lessees.

3. It is understood and agreed that Lessees and their guests will govern themselves according to the laws of the State of Florida and the current rules and regulations of the Florida Game and Fresh Water Fish Commission. Lessee agrees to only harvest male deer with a minimum of two points above the ear on one antler. Female deer may be taken per State of Florida rules and with doe permits. A wildlife

hunt report shall be provided lessor prior to seven days after the close of general gun season for all animals killed. Information for deer to include age, weight, sex, and rack size (total points). All leased lands, including roads and the campsite, are to remain free from litter which shall either be physically removed or burned in containers with appropriate covers, but not buried.

4. The parties acknowledge that said lands are being used for tree farming purposes and such use is of paramount importance not only to the parties hereto but to the economy of the area. In view of this primary use of the land, Lessees agree to carry on their hunting operations in such manner as shall not be inconsistent with the Lessor's uses of the land as an industrial forest, to avoid any damage to the seedlings and young trees, and to follow any further regulations or restrictions which the Lessor's Tree Farm Director may deem necessary to protect the trees and minimize the danger of fire due to drought, low humidity or any other reason. The Lessor may designate areas of young pine plantations or stands or areas on which personnel employed by the Lessor will be working during the hunting season, on which all hunting will be prohibited and upon which no vehicles shall be permitted. It is further provided that during periods of drought constituting, in the sole judgment of the Lessor, an emergency condition and upon being advised by the Lessor that continued use for hunting would jeopardize timber on said lands, the Lessees shall cease all hunting until said drought emergency has ended, as determined by the Lessor.

5. The said hunting privileges are granted on the condition that Lessees will not start or cause to be started any fires on the property except in their own camp, and that such fires as Lessees may start in their camp will be guarded and protected at all times and extinguished when Lessees leave the camp; that Lessees will report and lend assistance to extinguishing any fires that may occur anywhere on the lands covered by this lease; that Lessees will report and assist in preventing trespassing on the property; that Lessees will not destroy or damage the fences or any other property of the Lessor. At such time as this lease is not renewed or is otherwise terminated, Lessees agree to remove all structures placed upon the Lessor's land by Lessees

within sixty (60) days of termination; otherwise such structures shall become the property of Lessor.

6. It is understood and agreed that Lessor shall not be liable for any property or personal damages that may be incurred by Lessees and their guests, or by any third party as a result of Lessees' activities under this Lease.

7. The attached save harmless and indemnity agreement executed by all Lessees shall become a part hereof and is incorporated herein by reference.

8. Lessees shall provide Lessor (a) with proof of general liability insurance in the amount of \$2,000,000 from an insurance company acceptable to Lessor, with Lessor a named insured thereon and (b) with proof of automobile insurance. Any Lessee desiring to operate an unlicensed all-terrain vehicle (or any other unlicensed vehicle) on the property must submit proof of general liability insurance in a minimum amount of \$500,000 from an insurance company acceptable to Lessor, with Lessor as an additional insured.

9. All guests of Lessees shall provide a hold harmless and indemnity agreement in the form attached hereto as Schedule A, and, if operating vehicles, proof of automobile insurance, which Lessees shall provide Lessors in such manner as Lessor directs.

10. It is further understood and agreed that the officers, directors and employees of Lessor and their guests shall have the right to hunt on said premises at any time during the period above mentioned.

11. The parties hereto agree this Lease will not be recorded.

Dated as of this 1st day of September, 2003.

MIAMI CORPORATION (LESSOR)

BS

By:

R. F. Hogan

Richard F. Hogan, Executive Vice President

7. Lessee assumes all risk of injuries or death to persons or damage to property (including but not limited to Lessor's property) in any manner resulting from or arising out of his operations hereunder. Lessee further agrees to indemnify and hold harmless Lessor, its agents, employees, shareholders, and other representatives and principals from and against any and all liability, damage, loss or expense or claim or demand therefore (including attorneys' fees and court costs) suffered by or asserted against Lessor because of any injury to or death of any person or persons or any property damages, including without limitation property of the parties hereto or for the cleanup or remediation of any release of hazardous material, resulting from or arising out of performance or nonperformance of this Lease, whether before or after completion, by any person including but not limited to Lessee, his agents, employees, subcontractors or suppliers, except where such liability, damage loss or expense is caused by the sole negligence of Lessor. As a part of such indemnification, Lessee agrees, if requested by Lessor, to assume, without expense to Lessor, the defense of any such claim, demand, action or cause of action, or at Lessor's option, to promptly reimburse Lessor for any such costs and for Lessor's attorney's fees and costs incurred in enforcing any part of this paragraph.

It is further mutually understood and agreed:

8. The Lessee shall not hold the Lessor liable for any loss, damage, injury to or destruction of the fences, cattle or other property of the Lessee as the result of fire or any other cause whatsoever.

9. The Lessee shall obtain, from a company or companies satisfactory to Lessor, Comprehensive General Public Liability Insurance covering bodily injury and property damages in the amount of at least \$500,000 per accident or occurrence and \$1,000,000 in the aggregate. Such insurance shall name Lessor as an additional insured and a certificate evidencing such insurance will be furnished to Lessor prior to commencement of any activities on the leased premises.

10. The Lessor reserves all turpentine, naval stores, timber, pulpwood, gas and mineral rights and all rights of oil exploration, mineral development, tree farming, fishing, hunting and trapping, and the right of ingress and egress to, over and upon the demised lands, for any or all of those purposes, and also the right to exercise on and over the said lands any and all rights, powers and control not by this instrument granted to the Lessee, except the right to disturb and interfere with the fences, corrals or buildings occupied by Lessee; and the Lessor, in order that it shall have the full enjoyment of the rights and privileges hereinabove expressly reserved to the Lessor, may grant such rights and privileges to others as Lessees or licensees, but in such case the Lessor herein shall advise the Lessee herein in writing of such granted lease or license.

11. The Lessor hereby reserves the right to negotiate and consummate oil exploration contracts or leases for oil, gas and mineral development on any or all of the lands enumerated in this agreement. Furthermore, it is mutually understood and agreed that any rights granted under such contracts or leases will be superior to grazing privileges hereby granted to Lessee. Should the activities of any person, firm or corporation having such a contract or lease interfere with the use of the lands for grazing purposes, then and in that event, Lessee's occupancy of the lands will be subordinate thereto, and Lessee's continued occupancy of the lands will be at Lessee's personal risk. Should Lessee suffer loss through such activities, or in any other manner whatsoever in the ordinary use and occupancy of the lands under this permit, such loss shall be without recourse upon, or liability or responsibility of, the Lessor.

12. Upon the expiration or termination of this lease at any time or in any manner hereinbefore provided, to surrender up and deliver the lands hereby demised with the fences thereon, in good and serviceable condition, reasonable wear and tear excepted, the Lessor shall have the right immediately to reenter the premises or any part thereof.

13. This lease and the rights and privileges hereunder shall not be assigned by the Lessee or by operation of law or otherwise, nor shall the Lessee sublet the lands as a whole, nor shall he have the right to sublet any part of the demised lands without the consent of the Lessor.

14. It is mutually agreed that this instrument of Lease shall not be recorded and the recording of it by the Lessee shall be grounds for cancellation of the lease by the Lessor after thirty (30) days' written notice to the Lessee.

15. Should the Lessee fail and refuse to meet, do and perform any one or more of his covenants and the conditions herein prescribed and remain in default for a period of thirty (30) days after notice in writing by Lessor requesting Lessee to fulfill his covenants or to comply with and meet the condition or conditions broken by Lessee, then this lease may be terminated by the Lessor at any time before its expiration.

16. This instrument may be terminated at any time, for any reason, by either party, by the giving of six months' notice in writing prior to such termination. In such event, rents shall be refunded pro rata for that portion of the lease year following such termination.

IN WITNESS WHEREOF, this instrument is executed in triplicate,ⁿ the Lessor causing it to be signed by its President and its corporate seal to be

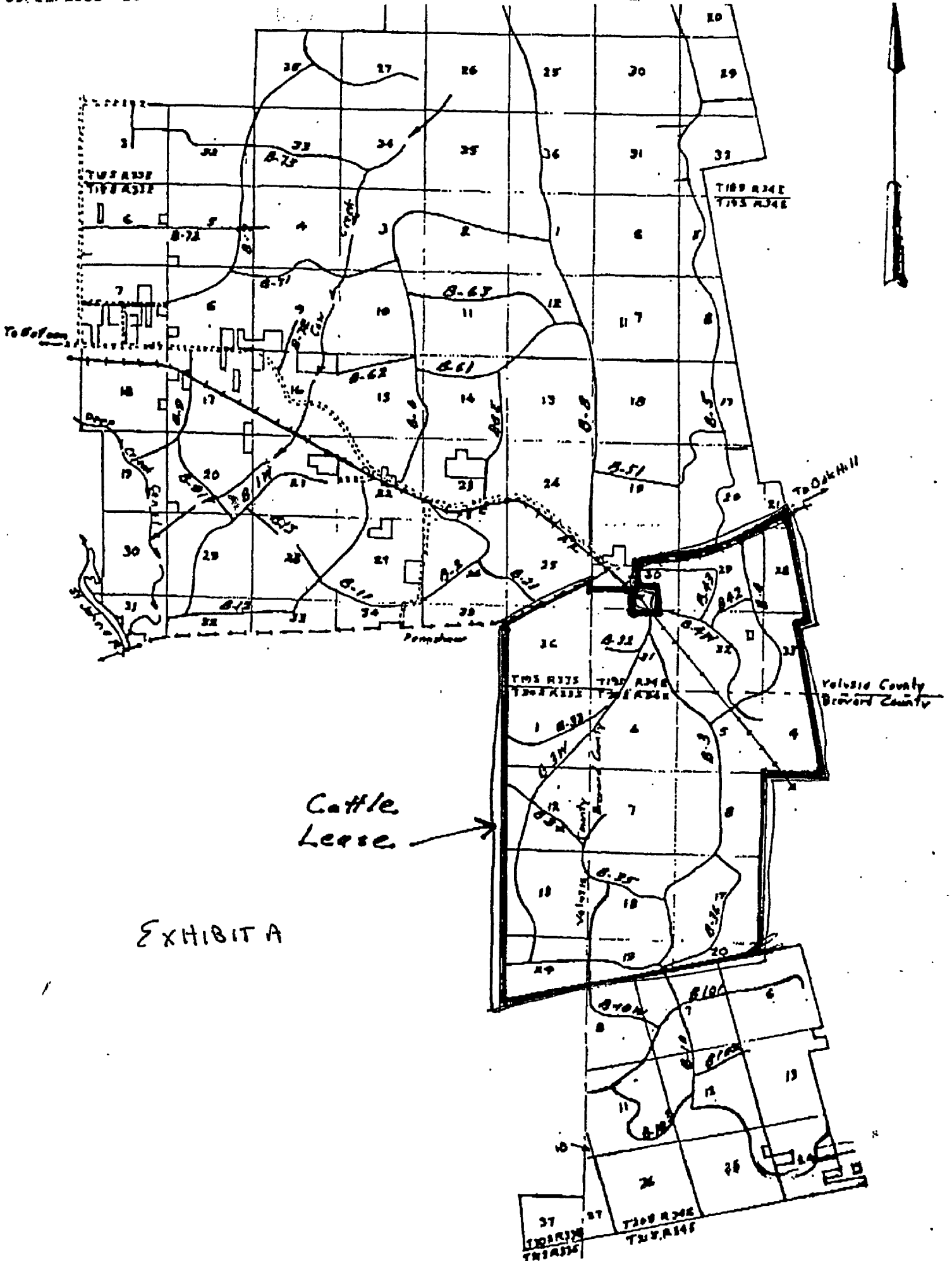


EXHIBIT A

HUNTING LEASE

1. In consideration of payment of \$ [REDACTED] to Miami Corporation, 1625 Maytown Road, Osteen, FL 32764, hereinafter referred to as Lessor, on or before September 1, 2003 undersigned Lessees (as defined below) and their guests are hereby extended the hunting privileges on the lands owned by the undersigned Lessor comprising 4,225 acres, more or less, in Sections 12, 17, 18, 19, 20, 29, 30, 31 and 32, Township 18 South, Range 34 East, Volusia County, Florida, which lands are completely fenced and are known as the "Dawson Tract" as follows:

2. Lessees' hunting privileges on said lands are to be only during State of Florida authorized hunting seasons as they fall in the period from September 1, 2003 through August 31, 2004. Lessees are defined as: [REDACTED]

[REDACTED]

[REDACTED] (also known as the "[REDACTED]") and your personal, non-paying guests. In addition to hunting privileges for the above period, Lessees may also maintain a camp, including related structures, dogs and dog pens related to the hunting operations for the period September 1, 2003 through August 31, 2004. Lessees and guests will maintain no more than 10 camp buildings on the subject premises at any given time. Under no circumstances shall any commercial hunting be permitted on the property. Upon a determination by the Lessor that the Lessees, or any one of them, have sold hunting privileges or taken paying guests on the property, this Lease shall immediately terminate as to all Lessees.

3. It is understood and agreed that Lessees and their guests will govern themselves according to the laws of the State of Florida and the current rules and regulations of the Florida Game and Fresh Water Fish Commission. Lessee agrees to only harvest male deer with a minimum of two points above the ear on one antler. Female deer may be taken per State of Florida rules and with doe permits. A wildlife

hunt report shall be provided lessor prior to seven days after the close of general gun season for all animals killed. Information for deer to include age, weight, sex, and rack size (total points). All leased lands, including roads and the campsite, are to remain free from litter which shall either be physically removed or burned in containers with appropriate covers, but not buried.

4. The parties acknowledge that said lands are being used for tree farming purposes and such use is of paramount importance not only to the parties hereto but to the economy of the area. In view of this primary use of the land, Lessees agree to carry on their hunting operations in such manner as shall not be inconsistent with the Lessor's uses of the land as an industrial forest, to avoid any damage to the seedlings and young trees, and to follow any further regulations or restrictions which the Lessor's Tree Farm Director may deem necessary to protect the trees and minimize the danger of fire due to drought, low humidity or any other reason. The Lessor may designate areas of young pine plantations or stands or areas on which personnel employed by the Lessor will be working during the hunting season, on which all hunting will be prohibited and upon which no vehicles shall be permitted. It is further provided that during periods of drought constituting, in the sole judgment of the Lessor, an emergency condition and upon being advised by the Lessor that continued use for hunting would jeopardize timber on said lands, the Lessees shall cease all hunting until said drought emergency has ended, as determined by the Lessor.

5. The said hunting privileges are granted on the condition that Lessees will not start or cause to be started any fires on the property except in their own camp, and that such fires as Lessees may start in their camp will be guarded and protected at all times and extinguished when Lessees leave the camp; that Lessees will report and lend assistance to extinguishing any fires that may occur anywhere on the lands covered by this lease; that Lessees will report and assist in preventing trespassing on the property; that Lessees will not destroy or damage the fences or any other property of the Lessor. At such time as this lease is not renewed or is otherwise terminated, Lessees agree to remove all structures placed upon the Lessor's land by Lessees

within sixty (60) days of termination; otherwise such structures shall become the property of Lessor.

6. It is understood and agreed that Lessor shall not be liable for any property or personal damages that may be incurred by Lessees and their guests, or by any third party as a result of Lessees' activities under this Lease.

7. The attached save harmless and indemnity agreement executed by all Lessees shall become a part hereof and is incorporated herein by reference.

8. Lessees shall provide Lessor (a) with proof of general liability insurance in the amount of \$2,000,000 from an insurance company acceptable to Lessor, with Lessor a named insured thereon and (b) with proof of automobile insurance. Any Lessee desiring to operate an unlicensed all-terrain vehicle (or any other unlicensed vehicle) on the property must submit proof of general liability insurance in a minimum amount of \$500,000 from an insurance company acceptable to Lessor, with Lessor as an additional insured.

9. All guests of Lessees shall provide a hold harmless and indemnity agreement in the form attached hereto as Schedule A, and, if operating vehicles, proof of automobile insurance, which Lessees shall provide Lessors in such manner as Lessor directs.

10. It is further understood and agreed that the officers, directors and employees of Lessor and their guests shall have the right to hunt on said premises at any time during the period above mentioned.

11. The parties hereto agree this Lease will not be recorded.

Dated as of this 1st day of September, 2003.

MIAMI CORPORATION (LESSOR)

BB

By:

R. F. Hogan

Richard F. Hogan, Executive Vice President

LESSEES:

[REDACTED]

[REDACTED]

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is between the undersigned Lessees and Miami Corporation ("Lessor") under Hunting Lease dated 1st day of September, 2003.

In consideration of the Lessor entering into a lease dated September 1, 2003 for the right to hunt within designated areas of the Lessor's real property known as the Farmton Wildlife Management Area, Lessees hereby agree to indemnify and hold harmless the Lessor for any injuries, death, loss, or property damage sustained by the Lessor, its representatives, agents or employees and for any injuries, death, loss or property damage sustained by any other persons including the undersigned Lessees and their guests while on the Lessor's property if the injuries, death, loss or property damage results from or in connection with the acts or omissions of the undersigned Lessees or their guests.

If any injury, death, loss or property damage occurs as a result of the acts of the undersigned Lessees or their guests while on the property, the Lessor must give written notice to the Lessees of a claim under this Agreement within thirty days after the Lessor learns or reasonably should have learned of the occurrence of the act giving rise to a claim.

The Lessees agree to pay the Lessor interest at the annual rate of nine percent (9%) of the amount of any claim for injury, death, loss or property damage indemnified against, from the date of the claim until the full amount of the claim, plus interest, is paid. In addition, the Lessees agree to reimburse the Lessor for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this Hold Harmless and Indemnity Agreement within thirty days after receiving written notice that the Lessor has incurred them.

This Agreement is incorporated by reference in Hunting Lease of this same date between Miami Corporation and Lessees.

Dated this 1st day of September, 2003, in Volusia County, Florida.

LESSEES:

[Redacted signature area]

LEASE AGREEMENT

THIS LEASE is made and entered into this ___ day of _____, 2002, by and between "Miami Corporation", a Delaware corporation (hereinafter referred to as ("Owner")), and "Farmton Water Resources LLC", a Delaware limited liability corporation (hereinafter referred to as ("Service Company")).

Owner hereby leases to Service Company, and Service Company hereby hires from Owner, the real property and Well Site Production Facilities described below, upon terms and subject to the conditions set forth herein.

1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Well Site Production Facilities" - All well casings, pumps, and water supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities.
- B. "Point of Delivery" - The point where the water leaves the meter connected to customer's piping.
- C. "Property" - The land described in Exhibit "A".
- D. "Well Sites" - The sites upon which Well Site Production Facilities are currently located as shown on Exhibit "B" attached hereto, and such additional Well Sites permitted pursuant to this Lease.

2. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

3. ROYALTY PAYMENTS.

Service Company shall pay to Owner a monthly royalty of \$_____ per thousand gallons of water withdrawn from each well site and \$5,000 per year for maintenance building site, plus sales tax, all as compensation for the Service Company's right to utilize owners property and the impact of Service Company's right to utilize and withdraw water from Owner's property and the impact of such uses on Owner's other properties. Royalty payments shall be paid on or before the first of each month. At least ninety (90) days but not earlier

than one hundred twenty (120) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the periodic royalty to be paid over the next 3-year period. The purpose of renegotiating the periodic royalty is to reflect the increase in the fair value of the property, the rights to withdraw water, and Well Site Production Facilities over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the periodic royalty to be paid over the subject 3-year period, then at least forty-five (45) days but not earlier than ninety (90) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the periodic royalty to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used; then Service Company and Owner shall select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least fifteen (15) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the periodic royalty below the amount of the periodic royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing periodic royalty plus inflation using the compounded index percentage approved for regulated water and wastewater utilities by the Florida Public Service Commission for each intervening year since that last royalty amount was set.

In addition to renegotiating the periodic royalty every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Property or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall renegotiate the periodic royalty. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Property or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the periodic royalty to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated periodic royalty, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the ___ non-potable and ___ potable Well Sites as outlined on Exhibit "B". Each Well Site shall be approximately 2,500 square feet or other size as needed, in a square configuration, with the Well Site Production Facilities approximately in the center of the sites. In addition, the proposed maintenance building site shall consist of approximately 2-3 acres. All portions of said Well Sites heretofore and currently used for residential or commercial facilities or purposes shall be excluded from said 2,500 square foot sites and shall not be included in the premises subject to this Lease. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than 2,500 square feet, all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, and/or Well Production Facilities pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites, and any Well Production Facilities will be included in the Lease and the Agreement at that time.

5. ADDITIONAL WELL SITES & SURFACE WATER WITHDRAWAL SITES.

In the event that Service Company shall need additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of the Property for use as additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites. Upon such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, or Water Storage Sites the same shall become subject to this Lease and Service Company and Owner shall each respectively have rights and privileges set forth herein upon execution by Service Company and Owner of an appropriate Addendum to Lease so providing. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operatives.

6. WARRANTY OF TITLE.

Owner represents that it has good and marketable title to the Well Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses. Service Company may at any time undertake to examine title to any of the Well Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within said time. In the event that Owner shall be unable to remove or cure

such title defects within the specified time; Service Company shall have the option of either waiving said title defects or canceling this Lease as to the Well Site to which title defects are applicable and receiving a prorata refund of any royalties paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall be entitled to cancel this Lease and receive a prorata refund of any advance royalties paid on any of the Well Sites.

7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of the Agreement or third party agreements.

8. UNPRODUCTIVE WELL SITES.

If any Well Site becomes unproductive, upon written notice of the same to Owner, the unproductive Well Site shall no longer be subject to the terms of this Lease, and the periodic royalty shall be reduced prorata accordingly. In such event, the well shall be plugged at Service Company's expense in accordance with applicable Water Management District requirements and other applicable statutes, ordinances, or regulations. If Owner and Service Company cannot agree upon the amount of the reductions of the periodic royalty, the amount of the reductions shall be determined by a qualified appraiser selected by agreement of the parties. If the parties cannot agree on an appraiser, Owner and Service Company, at their own expense, shall each select an appraiser of its choice to calculate the reductions, and the average of the two calculations shall be binding upon the parties.

If Owner shall reasonably determine that for Owner's beneficial use of the Property and Well Site (whether an existing Well Site or on a Well Site hereafter leased) must be relocated, Owner will provide a substitute Well Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of plugging. The periodic royalty shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site, Service Company shall clean up the Well Site and leave the same in neat and presentable condition.

9. PERMITS.

Prior to constructing or operating any Well Site Production Facility or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in the Agreement, all necessary permits, certificates, and approvals necessary to construct and operate Well Site Production Facilities, withdraw water from Well Sites, transmit water to the Property and collect Tariffs for water supplied to customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department of Environmental Protection. The owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application.

10. INSTALLATION OF WELL SITE PRODUCTION FACILITIES.

If any Well Site, whether initially subject to this Lease or hereafter leased, does not have complete and operable Well Site Production Facilities in place at the time of execution of this Lease or at the time such Well Site becomes subject to this Lease, then Service Company, at Service Company's expense, shall install the Well Site Production Facilities or replace the missing or defective parts necessary to eliminate the deficiency as soon as reasonably possible after the date of this Lease or after the date of acquisition in the case of a Well Site hereafter acquired.

11. MAINTENANCE AND REPAIR.

As of the effective date of this Lease (in case of existing Well Sites and Well Site Production Facilities), and after the initial installation as set forth in Section 10 above (in the case of those facilities covered by Section 10), Service Company shall be responsible for the continuous operation and maintenance of the Well Sites and Well Site Production Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities when such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition. Owner agrees to assign any and all warranties and/or maintenance bonds and the right to enforce the same to Service Company and to provide Service Company with any existing operation/maintenance and parts manuals with respect to the Well Site Production Facilities. Customer's pipes, apparatus and equipment on customer's side of the Point of Delivery shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall, at all reasonable times and hours, have the right to inspect Customer's internal lines and facilities. Customer shall bear the responsibility for the maintenance and replacement of any pipes or related transmission equipment on Customer's side of the Point of Delivery.

12. ELECTRICAL POWER.

Service Company represents that electrical power for the proposed operations on all Well Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites or, if not, acquiring electric power from such companies or alternative source shall be the responsibility of Service Company. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well Site, including additional Well Sites hereafter acquired, so as to service the operations of Service Company at each Well Site. Owner shall have the right to approve the location of poles, transistors, electrical lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company or other source of electric power. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well Site, including but not limited to the placement of poles, transistors, electrical lines and other necessary installations.

13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well Sites to Service Company, Owner shall grant to Service Company such additional easements as may be necessary to provide ingress and egress to such additional Well Sites.

14. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees.

Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company or observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner.

Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands, nor shall the Service Company take, remove, disturb, or otherwise molest any standing timber on owner's lands without the prior consent of owner. Service Company covenants that Service Company will hold Owner harmless from all damage caused by Service Company or its agents or employees to such livestock, wildlife, or timber and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this paragraph, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder.

16. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well Site to view the condition thereof and to observe Service Company's operations thereon.

17. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well Sites and Well Production Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well Sites (which in order to do, Service Company shall first obtain the written consent of Owner, except for those installations expressly permitted by Owner under this Lease or in the Agreement), whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Property and/or Well Production Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

18. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

19. INSURANCE.

Service Company shall obtain insurance for both liability and property and Well Production Facilities at all times during the term of this Lease, and in amounts sufficient to cover all reasonable damage or claims to the property or by third persons and shall specifically name the Owner as co-insured with Service Company. Service Company shall obtain such insurance at its sole cost and expense and shall be fully responsible for all payments and renewals related to such policies.

20. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's negligence in the use or

occupancy or operation of any Well Site, Well Site Production Facility, or any Service Company's activities on or about any Well Site. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well Site or Service Company's activities on or about any Well Site, or other of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well Site, Well Site Production Facility, or Owner's activities on or about any Well Site. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well Site or Owner's activities on or about any Well Site.

C. "Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

21. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 15 shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not

restored to Service Company; Service Company's interest in the Well Sites and Well Site Production Facilities, or under this Lease or the Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Property; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default. Any default of Owner under the Agreement shall be deemed a default hereunder.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

22. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder. Any assignment, pledge or encumbrance of Service Company's stock shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease.

23. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld.

24. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by manual delivery, telegraph, or mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner:

Service Company:

Notice given by telegraph shall be deemed received when filed for transmission with an authorized dispatching office of the telegraph company in the United States, charges

prepaid. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

25. BINDING EFFECT OF LEASE.

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

26. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

27. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

28. EFFECTIVE DATE.

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

29. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

30. CONFLICT WITH THE AGREEMENT.

In the event of any conflict between the terms of this Lease and terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered
in the Presence of:

Miami Corporation

By: _____
"Owner"

Farmton Water Resources LLC

By: _____
"Service Company"

miami\3lease.agr