

FIFTH AMENDMENT TO GROUND LEASE
AND DEFINITIVE AGREEMENT
REGARDING PORT FACILITIES

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THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

FEDERAL BUREAU OF
CORRECTIONS
OFFICE OF THE SHERIFF

This FIFTH AMENDMENT TO GROUND LEASE AND DEFINITIVE AGREEMENT REGARDING PORT FACILITIES (herein called the "Fifth Amendment") made and entered into as of the 1st day of October, 1988, by and between BRAZOS RIVER HARBOR NAVIGATION DISTRICT of Brazoria County, Texas, a conservation and reclamation district, a body politic, and a corporate and governmental agency of the State of Texas (herein called "Lessor") and AMERICAN RICE, INC., a Texas corporation (herein called "Lessee");

W I T N E S S E T H:

WHEREAS, Lessor, as lessor and American Rice, Inc., an agricultural marketing association organized under the laws of the State of Texas (predecessor-in-interest to Lessee), as lessee (herein called the "Original Lessee"), made and entered into that certain GROUND LEASE AND DEFINITIVE AGREEMENT REGARDING PORT FACILITIES dated as of the 6th day of June, 1985, a Memorandum of which is recorded in Volume 154, Page 298, of the Official Public Records of Real Property of Brazoria County, Texas, which Ground Lease covers, among other properties described therein, that certain tract or parcel of land containing 20.000 acres, more or less, located in Brazoria County, Texas, which tract constitutes a portion of the "Leased Land" as defined in said Ground Lease; and

WHEREAS, said Ground Lease was amended by that certain First Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities dated as of June 6, 1985, by and between Lessor and the Original Lessee, a Memorandum of which is recorded in Volume 221, Page 41 of the Official Public Records of Real Property of Brazoria County, Texas; and

WHEREAS, said Ground Lease was amended by that certain Second Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities, dated as of December 24, 1986, by and between Lessor and the Original Lessee, a Memorandum of which is recorded in Volume 363, Page 356 of the Official Public Records of Real Property of Brazoria County, Texas; and

WHEREAS, said Ground Lease was amended by that certain Third Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities, dated as of January 14, 1988 (herein called the "Third Amendment") by and between Lessor and the Original Lessee, a Memorandum of which is recorded in Volume 533, Page 233 of the Official Public Records of Real Property of Brazoria County, Texas; and

WHEREAS, said Ground Lease was amended by that certain Assignment and Assumption of and Fourth Amendment to Ground Lease, dated as of April 29, 1988, by and among Lessor, the Original Lessee and Lessee, recorded in Volume 540, Page 852 of the Official Public Records of Real Property of Brazoria County, Texas; and

WHEREAS, Lessor and Lessee desire further to amend said Ground Lease to evidence (a) the termination of the temporary lease of Warehouse Transit Shed A and Warehouse Transit Shed 1 as described in the Third Amendment and (b) the resumption and reinstatement of Lessee's right to preferential use of Warehouse Transit Shed Nos. 1A and 2 as provided in said Third Amendment, all as more particularly hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits accruing and to accrue to each of them, Lessor and Lessee hereby covenant and agree that the Lease shall be and is hereby amended in the following respects:

1. The temporary lease of Warehouse Transit Shed A and Warehouse Transit Shed 1 as described in the Third Amendment shall be and is hereby terminated effective as

of October 1, 1988, and, effective as of such date, Lessor and Lessee shall each be and are hereby fully relieved and released from any further liabilities or obligations accruing under or by virtue of the Third Amendment insofar as the same covers Warehouse Transit Shed A and Warehouse Transit Shed 1.

2. Lessee's right to preferential use of Warehouse Transit Shed Nos. 1A and 2 as provided in said Ground Lease shall be and is hereby resumed and reinstated effective as of October 1, 1988, as fully and to the same extent and with the same effect as if the Third Amendment had never been executed. In furtherance of the foregoing, Lessor hereby grants to Lessee, effective as of October 1, 1988, the right of preferential use of said Transit Shed Nos. 1A and 2 upon the same terms and conditions set forth in said Ground Lease.

Except as amended hereby, said GROUND LEASE AND DEFINITIVE AGREEMENT REGARDING PORT FACILITIES, as heretofore amended, shall continue in full force and effect, and Lessor and Lessee RATIFY and CONFIRM said Ground Lease as heretofore amended and as amended hereby.

IN WITNESS WHEREOF, the parties have executed this FIFTH AMENDMENT in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute but one and same instrument, as of the date and year first above written.

ATTEST:


E. Z. Turner, Secretary,
Board of Navigation and
Canal Commission

BRAZOS RIVER HARBOR NAVIGATION
DISTRICT OF BRAZORIA COUNTY, TEXAS

By: 
Robert W. McAda, Jr., Chairman,
Board of Navigation and Canal
Commission

"LESSOR"

[SIGNATURES CONTINUED
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