



GEORGIA

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Suite 1840
Atlanta, Georgia
30308
t: 404.876.7306

tpl.org

August 3, 2018

Mr. Kevin Holsomback
P.O. Box 143
Sugar Valley, GA 30746

RE: Agricultural Lease (the "Lease Agreement") by and between Kevin Holsomback ("Tenant"), and The Trust for Public Land, a California nonprofit corporation d/b/a The Trust for Public Land (Inc.) ("Landlord" or "TPL"),

Dear Mr. Holsomback:

REINSTATEMENT AND LETTER MODIFICATION

The purpose of this letter is to constitute a Reinstatement and Letter Modification of the Lease made by and between Kevin Holsomback ("Tenant"), and The Trust for Public Land, a California nonprofit corporation d/b/a The Trust for Public Land (Inc.) ("Landlord" or "TPL"), with an effective date of February 1, 2011, as modified and reinstated, for the lease of land in Gordon County, Georgia, for agricultural purposes as described in the Lease Agreement. The lease expired by its terms and the parties agree to reinstate. All capitalized terms used in this Letter Modification have the same meanings as set forth in the Lease Agreement, unless otherwise defined herein.

In consideration of the continued work toward conservation of the property by The Trust for Public Land and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to reinstate and modify the Lease Agreement as follows:

1. Term. Section 1 of the Lease Agreement is hereby deleted in its entirety, and the following inserted in lieu thereof: The term of the Lease ("Term") shall commence as of the date set forth above and shall terminate at 11:59 p.m. on December 31, 2018, provided, however, so long as Tenant is not then in default hereunder or the Landlord has not provided a notice of termination as provided for in this paragraph, this Lease will automatically renew for an additional year effective as of 12:00 a.m., on January 1, 2019 so long as Tenant notified the Landlord in writing on or before December 31, 2018 that the Tenant desired to extend the Lease for the following calendar year. Tenant shall be permitted to terminate this Lease by giving written notice at least thirty (30) days prior to the end of the Term. Landlord shall have the right to terminate the lease if i) the Landlord has entered into a contract for the sale of the fee interest in the property and ii) the buyer of the property does not want to continue the Lease. The Landlord shall terminate the Lease after providing the Tenant sixty (60) days written notice. If the Landlord exercises its right to terminate this Lease, the Landlord shall re-pay to the Tenant a pro-rated portion of the Rent based on a three hundred and sixty day term."

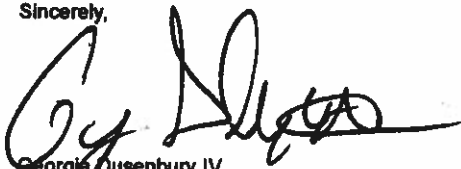
2. Rent. Section 3 of the Lease Agreement is hereby deleted in its entirety, and the following inserted in

lieu thereof: "Tenant shall pay Landlord a total of One Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,850.00) to lease the Property for a one-year term ending December 31, 2018 of which the Landlord has previously received payment of Nine Hundred Twenty-Five and No/100 Dollars (\$925.00). The Tenant owes the Landlord Nine Hundred Twenty-Five and No/100 Dollars (\$925.00) upon execution of this Amendment and Reinstatement for the remainder of the 2018 term. If the lease is extended for calendar year 2019, the rent shall be paid in advance, and is due by February 1, 2019. Payments are to be made to The Trust for Public Land and mailed to The Trust for Public Land, Attn: George Dusenbury, 600 West Peachtree Street, Suite 1840, Atlanta, Georgia 30308, or in such other name or at such other address as directed by Landlord. Tenant understands and agrees that except for the payment of real estate taxes on the Property which shall remain Landlord's responsibility, this Lease shall be deemed and construed to be a "absolute net" lease agreement, and Landlord shall receive all reimbursements or other payments hereunder to be made by Tenant to Landlord free from any charges, taxes, assessments, fees, impositions, expenses or deductions of any kind or nature whatsoever, and free of all obligation on the part of Landlord to repair or maintain the Property."

3. The parties agree that this Lease Agreement is for 48 acres, more or less, which has been farmed by the Lessee for the past many years.
4. The parties agree the Lease Agreement is in full force and effect without default by either party.
5. The signatories to this Letter Modification certify to the other that he has full power and authority to sign this Letter Modification and that in so doing binds his client to the terms of the Lease Agreement as modified herein.
6. In the event of a conflict between the terms of this Letter Modification and the Lease Agreement, the terms of this Letter Modification shall prevail.

If these terms are agreeable to you, please sign a copy of this letter where indicated below, send a facsimile of the letter to me (850-222-8909) or a pdf copy via email to alex.ghio@tpl.org, and dispatch the original, signed copy to me by U.S. Mail.

Sincerely,



Georgia Dusenbury IV
Georgia State Director

cc: J. Alex Ghio, Senior Counsel

By my signature below, I hereby accept the terms of this Reinstatement and Letter Modification, and the Lease Agreement is hereby modified to conform to this Reinstatement and Letter Modification.

By: 
Name: Kevin Holsomback

Date: 11-6-18