

LEASE

THIS LEASE, Made and entered into this 10th day of February
 A. D. 1970, by and between the County of Macoupin, State of Illinois,
 acting by and through the Macoupin County Nursing Home Committee of the
 Macoupin County Board of Supervisors, as authorized by the County Board
 of Supervisors, pursuant to the provisions of Illinois Revised Statutes,
 Chapter 34, Section 5362, as amended, hereinafter referred to as Lessor,
 and Central Illinois Steel Company, of Carlinville, Illinois, an Illinois
 Corporation, hereinafter referred to as Lessee for and in consideration of
 the mutual covenants and agreements to be performed by each of the
 respective parties, hereto,

WITNESSETH:

1. That for and in consideration of the rents herein to be paid,
 and the agreements to be performed by the Lessee, the Lessor does hereby
 lease and demise unto the Lessee, its successors and assigns, a certain
 parcel of real estate described as follows:

Twenty-six and Twenty-six hundredths (26.26) acres off the South end of the
 West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Sixteen(16)
 in Township Ten (10) North, Range Seven (7), West of the Third Principal
 Meridian, Macoupin County Illinois, (extending the full width east and west),
 according to the attached survey marked Exhibit "A" and incorporated herein,
 said parcel being presently owned by the County of Macoupin, State of Illinois,
 as shown on a certain deed recorded in Volume A. V., at Page 398, in the
 Recorder's Office of Macoupin County,

for a period of ninety-nine (99) years, commencing with the date of execution
 of this Lease.

2. Lessee, in consideration of the leasing of the above-described
 premises and the covenants and agreements herein to be performed by each of
 the respective parties, hereby covenants and agrees with Lessor to pay as rent
 therefor, the sum of Twenty Six Hundred (\$2600.00) Dollars

per year for the term of ninety-nine (99) years, commencing with the date of execution of this Lease, payable in the following manner and form, to-wit:

Twenty Six Hundred (\$2600.00) Dollars payable on or before the Thirtieth Day of January, A. D. 1970, and a like sum shall be payable on or before the Thirtieth Day of January of each successive year during the term of this Lease. The County Clerk shall bill Lessee for said sum on or about January 2nd, 1970, and on the Second Day of January of each successive year during the Term of this Lease.

3. Possession of the above described premises has been obtained by and granted to Lessee.

4. It is mutually understood and agreed by and between the respective parties hereto that Lessee plans to use the above described premises for one or more of the following purposes:

To buy, sell store, import, export, rent, fabricate, manufacture and deal generally in realty, goods, wares and merchandise of every kind, nature and description, including, particularly, fabricating, processing, renting and dealing generally in iron, steel and metal, and iron, steel and metal products of every kind, nature and description, raw, manufactured and semi-manufactured and all kindred lines and products, and to do and perform any and all acts and things necessary and incidental to any of the businesses set forth above.

5. Lessee covenants and agrees with Lessor to furnish its own water and other utilities to above described premises at its own cost, and, Lessor covenants and agrees to furnish to Lessee, without further cost, any additional easements which are necessary in order to cross any land owned by Lessor for the purpose of adding to or expanding existing water facilities at the above described premises.

6. It is mutually understood and agreed by and between the respective parties hereto that Lessee will construct buildings and other structures

and improvements on the above-described premises and Lessee shall have the right to mortgage, sell, assign or otherwise encumber its said interest in said buildings, or other structures to be constructed on said premises, provided, however, that nothing herein contained shall relieve any subsequent mortgagee, purchaser or assignee of the obligation for rent herein provided.

7. Lessee shall have the right to sub-lease the above described premises for a similar business, provided, however that any said sub-lessee shall become responsible and be liable for the rents herein provided.

8. It is mutually understood and agreed by and between the respective parties hereto that the Lessee shall have an exclusive option to extend this lease under the same terms and conditions with the exception of the amount of the cash rent to be paid herein for a further term of ninety-nine (99) years from the date of termination provided for herein, provided, however, that the Lessee shall give a written notice to the County Clerk of Macoupin County by registered mail, return receipt requested, of its election to so extend this Lease at least six (6) months prior to the date of termination herein, and provided further that at the time said written notice is given, the parties hereto shall enter into a negotiation concerning the amount of rent to be paid for said subsequent ninety-nine (99) year term. In the event that the parties hereto, or their successors or assigns, cannot agree upon the rent to be paid for said additional ninety-nine (99) year term, the dispute shall be conclusively settled by the then presiding Judge of the Circuit Court of Macoupin County, and his decision shall be based upon the then fair, cash market value of like leasehold premises in Macoupin County.

9. Lessee shall pay all taxes and special assessments levied upon its buildings, structure, improvements and equipment during the term of this Lease.

10. It is mutually understood and agreed by the respective parties hereto that in the event Lessee, or its successors or assigns, shall neglect or fail to pay the rent herein provided on or before the Thirtieth Day of January of any year during the term of this Lease, then Lessor shall send a notice by registered letter, return receipt requested, to the then president of Lessee, notifying him of Lessee's failure to pay the rent herein provided and if Lessee, after receipt of said written notice shall persist in its failure to pay the rents herein provided for a period of time of sixty (60) days, then Lessor shall have the right to terminate this Lease and accelerate all of the yet unpaid rent as and for liquidated damages for breach of the provisions of this Lease.

11. It is mutually understood and agreed by the respective parties hereto that in the event the Lessee, its successors or assigns, shall neglect or fail to perform and observe any covenant or agreement herein contained, then and in any such case the Lessor lawfully may, immediately, and without notice or demand, enter upon the leased premises or any part thereof, and repossess the whole as of its former estate and thereupon this Lease shall be null and void and without prejudice to the rights and remedies of the Lessor.

12. It is mutually understood and agreed by the respective parties hereto that all legal requirements have been complied with and that upon the execution of this Lease, the prior Lease, entered into on the 21st Day of February, A. D. 1967, by and between the parties hereto, and concerning the South Fifteen (15) acres of the parcel of real estate hereinabove described, shall be null and void.

13. It is further mutually understood by and between the parties that at the expiration of the term provided for in this lease, Lessee will restore the premises described herein in the same condition as they were at the commencement of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 10th day of February, A. D. 19 70.

COUNTY OF MACOUPIN OF THE STATE OF ILLINOIS

BY: Russell Somell
President of the County Board of Supervisors
John Matusek
Dewey Howard Winkler
Kathleen Stadler

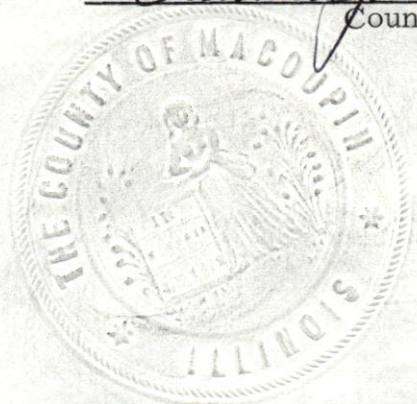
MACOUPIN COUNTY NURSING HOME COMMITTEE

LESSOR

ATTEST:

Edward Young
County Clerk

(SEAL)



CENTRAL ILLINOIS STEEL COMPANY, AN ILLINOIS CORPORATION

BY: Daniel M. Millard
Daniel M. Millard, President

LESSEE

ATTEST:

Carl S. Fletcher
Secretary

(SEAL)

Plat Showing
PROPERTY SURVEY IN
W 1/2 SE 1/4 OF SECTION 16
T 10 N, R 7 W OF 3RD. P. M.
MACOUPIN COUNTY, ILLINOIS

FEBRUARY 21, 1969

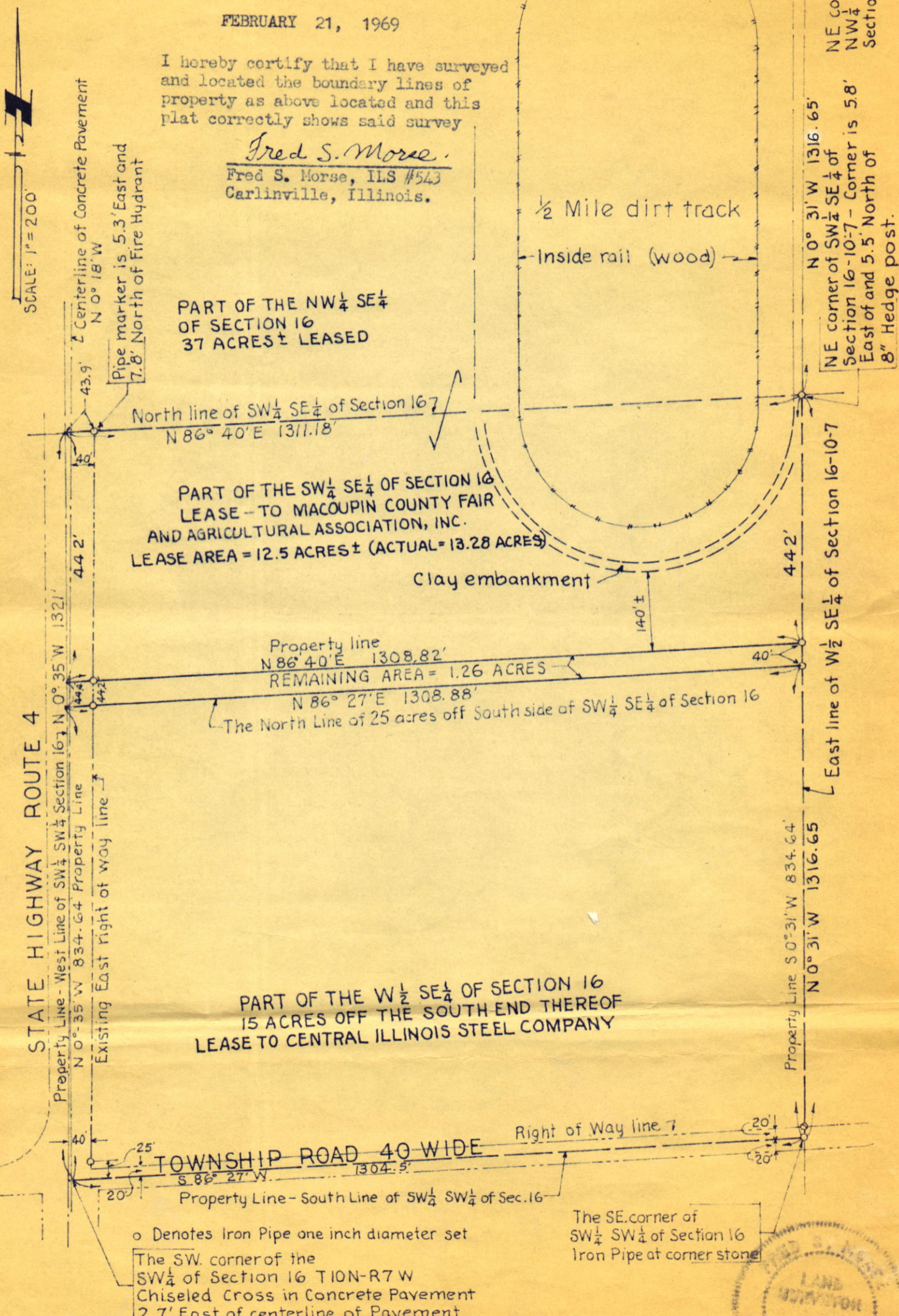
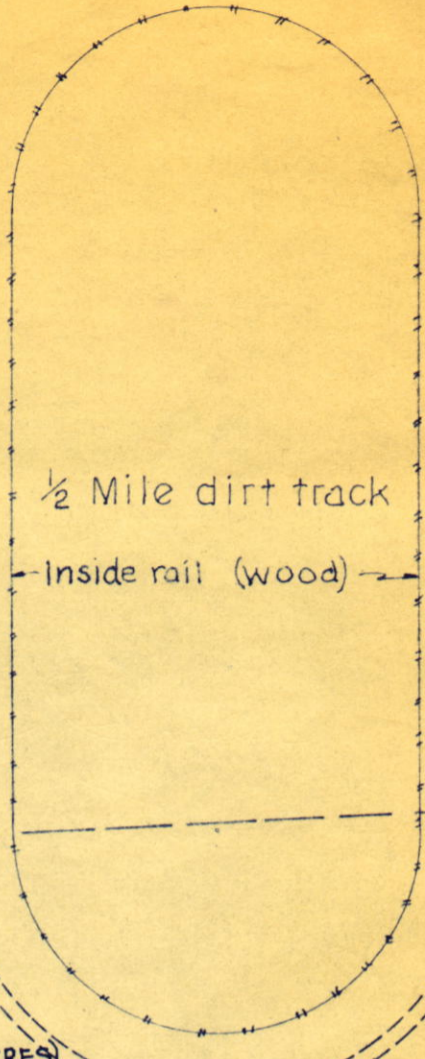
I hereby certify that I have surveyed
and located the boundary lines of
property as above located and this
plat correctly shows said survey

Fred S. Morse.
Fred S. Morse, ILS #543
Carlinville, Illinois.

PART OF THE NW 1/4 SE 1/4
OF SECTION 16
37 ACRES ± LEASED

PART OF THE SW 1/4 SE 1/4 OF SECTION 16
LEASE - TO MACOUPIN COUNTY FAIR
AND AGRICULTURAL ASSOCIATION, INC.
LEASE AREA = 12.5 ACRES ± (ACTUAL = 13.28 ACRES)

PART OF THE W 1/2 SE 1/4 OF SECTION 16
15 ACRES OFF THE SOUTH END THEREOF
LEASE TO CENTRAL ILLINOIS STEEL COMPANY



o Denotes Iron Pipe one inch diameter set
The SW. corner of the
SW 1/4 of Section 16 T10N-R7W
Chiseled Cross in Concrete Pavement
2.7' East of centerline of Pavement

The SE. corner of
SW 1/4 SW 1/4 of Section 16
Iron Pipe at corner stone

