

2003.4

LEASE AGREEMENT

THIS AGREEMENT made this 14 day of JANUARY, 2003, between COUNTY OF MACOUPIN, ILLINOIS, hereinafter referred to as "Lessor" and MACOUPIN COUNTY FAIR AND AGRICULTURAL ASSOCIATION, INC., hereinafter referred to as "Lessee", WITNESSETH:

1. Lessor hereby leases to Lessee the premises located at Carlinville, Macoupin County, Illinois, described as follows:

The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Sixteen (16), except that part thereof lying North and West of Hurrican Creek and containing thirty-seven (37) acres more or less; and also approximately twelve and one-half (12½) acres off the North end of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16), more particularly described as follows, to-wit: Beginning at the Northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) and running thence South along the existing right of way line of Illinois State Route 4 a distance of 442 feet to a point; thence running in an easterly direction parallel with the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) to the East line of said quarter quarter section to a point; thence running due North a distance of 442 feet to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) to a point; and running thence in a Westly direction to the point of beginning, the latter described tract being otherwise described as 442 feet of even width off the North end of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16), all being in Township Ten (10) North, Range Seven (7) West of the Third Principal Meridian, situated in the County of Macoupin and State of Illinois.

The term of this lease is twenty-five (25) years beginning January 1, 2003, and running through January 1, 2028.

2. The Lessee agrees to pay as rent for the said premises the sum of \$900.00 per year. Said yearly rental shall be due and payable in advance on the 1st day of January and every year

during the term of the Lease, said payments to begin on January 1, 2003. However, said lease payment shall incur an increase based upon cost-of-living adjustment every five (5) years.

3. The Lessee agrees that at the expiration of the term of this Lease it will yield up the premises to the Lessor without further notice in as good condition and repair as the same were as of the date hereof, loss by ordinary wear excepted.

4. Lessee shall pay for all utilities furnished to the leased premises.

5. The Lessor reserves the right to enter on the said premises at reasonable times to inspect the same and to perform required maintenance and repair which said Lessor may see fit to make, and the Lessee agrees to permit Lessor to do so.

6. Lessee agrees at its own expense to maintain the leased premises and the appurtenances thereto in good repair and in at least as good condition as that in which they were delivered, ordinary wear and tear, damage by fire or other casualty excepted.

7. Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at its expense, liability insurance adequate to protect against liability for damage claims through public use of, or arising out of accidents occurring in or around, the leased premises in a minimum amount of \$2,000,000 aggregate and \$1,000,000 per occurrence, and shall name Lessor as a co-insured on said policy or policies.

Lessee agrees to indemnify Lessor from and against any and all claims, demands, causes of action, liability, damages, judgments, decrees, fines, penalties, expenses, costs and fees of whatever nature arising out of, or in any way connected with, any act or omission of Lessee regarding the leased premises, and further agrees to indemnify the Lessor for any loss suffered by the Lessor as a result of injury to person or property who or

which may enter into or upon said premises, or who or which may be injured as a result of the use of said premises by the Lessee provided such injury is not the proximate result of the negligence of contributory negligence of the Lessor or its agents or employees.

8. The Lessee shall not assign or sublease the leased premises or any part thereof or any right or privilege connected therewith or allow any other person, except Lessee's agents and employees, to occupy the said premises or any part thereof without first obtaining Lessor's written consent, but should the Lessor give its consent under this paragraph, the Lessee shall take such steps as are necessary to insure that the Lessor is named as a co-insured concerning such activities as are being consented to herein.

9. Lessee shall be allowed, at its own expense, to make alterations, improvements, amendments or additions to the leased premises upon obtaining the consent of the Lessor, however, same shall be considered the property of the Lessee upon expiration of this Lease. Lessee shall remove same within six (6) months of the termination of this Lease. Other than the mutual termination of this Lease, said alterations, improvements, amendments or additions shall immediately be considered the property of the Lessor.

10. If Lessor files an action to enforce any covenants of this Lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorney fees and court costs.

11. Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others or of subsequent breach of the one waived.

12. This Lease and the covenants and conditions hereof apply to, and are binding on, the heirs, successors, legal representatives and assigns of the parties.

13. The parties agree that this lease is not a renewal or extension of any prior lease, and all other terms of any previous lease are hereby considered as being extinguished and are upon the signing hereof null and void and neither party is bound by any previous terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LESSOR:

LESSEE:

*Alan Shelby J.*  
COUNTY OF MACOUPIN, ILLINOIS  
*Co. Bd. Ch.*

*Ronald Amett*  
MACOUPIN COUNTY FAIR AND  
AGRICULTURAL ASSOCIATION, INC.

NOTARY PUBLIC:

*Charlene J. Taylor*

DATE: JANUARY 17, 2003

CHARLENE J. TAYLOR

