

Cash Farm Lease

THIS LEASE made and entered into on this 8th DAY OF JANUARY, 2002, between the County of Macoupin, hereinafter referred to as the LANDLORD, and Richard Lippold, hereinafter referred to as the TENANT.

The landlord hereby rents and leases to the Tenant to use and occupy for agricultural purposes so much of the following described real estate as shall be used by the tenant for the production of rotation crops, consisting of approximately 13 tillable acres and also including such additional area with which to gain access, ingress and egress for the conduct of farming operations:

NE ½ OF THE SE ¼ OF SEC 33, T 10N, R 7W, MACOUPIN COUNTY

The term of this lease shall be for three years, commencing March 1, 2002 and ending on February 28, 2005. This lease shall be automatically renewed unless either party desires to terminate the lease and gives the other party written notice as hereinafter provided.

The Tenant agrees, in consideration of the premises described, to pay to the Landlord as annual cash rent the following amount: \$50.00 per acre for a total of \$650.00 per year, payable on March 1, 2002, of each year of the lease. The Landlord agrees to pay all real estate taxes on land and improvements.

The Tenant agrees to furnish and provide all machinery and equipment required to farm the lands, all labor, fuel and power necessary to farm the premises. The Tenant further agrees to pay for all fertilizer and seed, herbicides and pesticides. The Landlord agrees to pay for all lime and application thereof. The Tenant also agrees that it will cultivate the land faithfully and in a timely manner, to take appropriate measures to prevent noxious weeds, to keep the grass cut, keep ditches and drains open, and prevent unnecessary waste, loss or damage to the property of the Landlord.

The Tenant further agrees that it will not assign this lease or sublet any part of the premises without written consent of Landlord. If the Tenant does not pay the rent due or does not abide by the agreements within this lease all costs and attorney's fees of the Landlord in enforcing collection of rent or performance of the lease agreements will become a part of the obligations payable by the Tenant hereunder.

The terms of this lease are binding on the heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties. If either party desires to terminate this lease the party will notify in writing of its intention to terminate not later than 6 months prior to the beginning of the next lease year.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8TH
Day of January, 2002.

THE COUNTY OF MACOUPIN, LANDLORD

BY:

Don Shubert

TENANT

BY:

Richard Joppold
Richard Joppold