

LEASE AGREEMENT
BETWEEN
THE PREBLE COUNTY PORK FESTIVAL, INC., PREBLE COUNTY, OHIO
AND
THE PREBLE COUNTY AGRICULTURAL SOCIETY, PREBLE COUNTY, OHIO
AND
THE PREBLE COUNTY BOARD OF COUNTY COMMISSIONERS,
PREBLE COUNTY, OHIO

PARTIES

This lease agreement is entered into between the Preble County Pork Festival, Inc., Preble County, Ohio ("Pork Festival"), the Preble County Agricultural Society ("PCAS"), and the Preble County Board of County Commissioners ("Preble County").

EMPOWERING LEGISLATION

Pursuant to Section 307.09 of the Ohio Revised Code, the Board of County Commissioners of Preble County, Ohio has the authority to rent and/or lease premises for county recreational purposes. Moreover, pursuant to Section 1711.31 of the Ohio Revised Code, the Preble County Agricultural Society of Preble County, Ohio has the vested authority to control and manage lands occupied and used by it for the holding of agricultural fairs. Furthermore, the Board of County Commissioners, through Resolution #427-04-110 approved the present lease agreement. Similarly, the Preble County Pork Festival, Inc. is authorized to execute this lease agreement.

SUBJECT PREMISES

Preble County and PCAS hereby lease to the Pork Festival and the Pork Festival hereby leases from Preble County and PCAS the following real property described as follows: A section of the Preble County Fairgrounds shall be utilized by the Preble County Pork Festival, Inc. for various Pork Festival activities. The leased premises, which is subject to all easements, highways, and property interests of record, shall include a total acreage of 1.483 acres and shall be situated in the Southeast Quarter of Section Two (2), Township Seven (7) North, Range Two (2) East, Washington Township, Preble County, Ohio, as being the North part of an 8.0 acre tract of land as described in Deed Book Volume 286, Page 688, and part of Out Lot 189 as shown in Plat Book Volume 13, Page 87.

The approximate boundaries of the leased premises shall be described more particularly as follows:

Commencing at a concrete monument found for the Northwest corner of said Southeast Quarter, said corner being the Northwest corner of said 8.0 acre tract and the Northwest corner of said Eaton City Out Lot #189; thence North 85° 30' 00" East, along the North line of said Quarter and said tract and said Out Lot for a distance of 135.34 feet

to a point; thence South 04° 30' 00" East, across said tract, for a distance of 28.33 feet to a point, being the TRUE POINT OF BEGINNING of the lease area herein described; thence across said tract the following four (4) courses:

1. North 87° 53' 22" East for distance of 339.97 feet to a point;
2. South 02° 04' 26" East for distance of 190.07 feet to a point;
3. South 87° 53' 22" West for distance of 339.97 feet to a point;
4. North 02° 04' 26" West for distance of 190.07 feet to the point of beginning, containing 1.483 acres of land more or less and being subject to all easements and highways of record. Basis of bearing was taken from the North line of said Southeast Quarter as described in said Deed Record Volume 286, Page 688.

A temporary right of ingress and egress shall be provided with the leased premises that shall continue until the expiration of this lease.

In addition to this general right of ingress and egress the Pork Festival shall also have the following specific right of ingress and egress:

Situated in the Southwest and Southeast Quarters of Section Two (2), Township Seven (7) North, Range Two (2) East, Washington Township, Preble County, Ohio and being a 40 foot wide access easement across the South part of Eaton City Out Lot #137 as shown in Plat Book Volume 8, Page 35 and as described in Deed Record Volume 58, Page 54 and across the West part of Out Lot #189 as shown in Plat Book Volume 13, Page 87 and described in part as a 8.0 acre tract of land in Deed Record Volume 286, Page 688 in the Office of the Preble County Recorder, the centerline of said access easement being more particularly described as follows:

Commencing at a concrete monument found for the Northwest corner of said Southeast Quarter and said Out Lot #189; thence North 85° 30' 00" East, along the North line of said Quarter and said Out Lot, for a distance of 135.34 feet to a point; thence South 04° 30' 00" East, for a distance of 28.33 feet to a point, said point being the Northwest corner of a 1.483 acre Building Lease Area; thence South 02° 04' 26" East, along the West line of said Lease Area, for a distance of 95.03 feet to a point, being the True Point of Beginning of the Access Easement centerline herein described;

Thence along the centerline of said easement, the following four (4) courses:

1. South 87° 55' 34" West, for a distance of 83.28 feet to an angle point;
2. South 03° 44' 44" East, for a distance of 547.67 feet to an angle point;
3. South 86° 21' 42" West, passing the East line of said Out Lot #137 at 50.60 feet, for a total distance of 707.52 feet to an angle point;
4. South 67° 26' 53" West, for a distance of 87.49 feet to a point on the centerline of South Franklin Street, said point being the Southwest corner of said Out Lot #137 and

being the terminus of this 40 foot wide access easement, containing 1.301 acres of land more or less and being subject to all legal easements and highways of record. Side lines of said easement are to be extended or shortened to meet property lines. Basis of bearing was taken from the North line of said Southeast Quarter as described in said Deed Record Volume 286, Page 688. The description written above is the result of a field survey made in February of 2005 by Stephen A. Pope, Ohio Registered Land Surveyor #6761.

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TERMS

(1) This lease agreement shall be for a specified term of 15 years.

(2) This lease agreement may be renewed only upon written agreement by Preble County, the Preble County Agricultural Society, and the Pork Festival.

(3) The rental payment to be paid by the Pork Festival, Inc., to the Preble County Agricultural Society shall be \$1.00 per month or \$12.00 per year. The Pork Festival shall have the right to pay this rent in advance by cash, check, or money order, made payable to Preble County Agricultural Society, without penalty.

(3.1) This lease agreement shall run from February 1, 2005, until January 31, 2019.

(3.2) In addition, both Preble County, the Preble County Agricultural Society, and the Pork Festival, Inc. shall have the right to terminate its responsibilities under the present lease for any and all breaches of the terms of this lease, subject to the rights of any mortgagee.

(4) The Pork Festival, Inc. agrees to the following terms and conditions:

(a) Each month's rental payment shall be due on the first day of each month and shall be delivered into the possession of Preble County Agricultural Society on or before the first day of each month.

(b) The monthly rental payments shall be made payable to "The Preble County Agricultural Society, and mailed to the following address:

Preble County Agricultural Society
Preble County Courthouse
101 East Main Street
Eaton, OH 45320

(c) The Pork Festival, Inc. has constructed a building 150 feet by 300 feet on the leased premises and will use and occupy the leased premises for the purposes of conducting the Pork Festival Exhibition in September of each year, including normally incidental uses thereto, and will so operate said activities in a careful, safe, and lawful manner. The premises shall not be used for any other purpose without a written

amendment to the present lease, except for the right of any mortgagee to use the premises for any legal activity if the Pork Festival defaults on any mortgage on the leased premises.

(d) The Pork Festival, Inc. shall allow for the reasonable and/or customary use of the leased premises by the Preble County Agricultural Society during all other periods, other than the two week period in September of each year when the Pork Festival is held, in conducting their customary activities. However, neither the Pork Festival, Inc. nor Preble County shall be liable for claims due to injuries or death arising from said usage.

(e) Prior to making any alterations, improvements, additions, or changes to the leased premises, the Pork Festival, Inc. shall obtain the permission of the Preble County Commissioners. Such consent, however, shall not be unreasonably withheld. All such alterations, improvements, additions, or changes to the leased premises shall remain for the benefit of Preble County except for Pork Festival's equipment and supplies, including but not limited to the following: cooking equipment and/or supplies, cleaning supplies, tables, chairs, booths, etc.

(f) The Pork Festival, Inc. shall fully comply with all laws, ordinances, rules, regulations, and requirements applicable to the premises at issue.

(g) The Pork Festival, Inc. shall indemnify and hold Preble County and the Preble County Agricultural Society harmless for injury or death, occasioned by the use of the leased premises by Pork Festival, Inc., its agents, employees, or any person upon the premises by invitation or license of the Pork Festival, Inc., as well as from and against any expense or cost, including attorney fees, incurred in connection therewith. The Pork Festival, Inc. shall carry adequate insurance against the hazards of public liability. This insurance shall also include property damage coverage during the term of this lease. The Pork Festival, Inc. shall name both Preble County and Pork Festival, Inc. as insureds and/or assureds under the above referenced insurance coverage. All Pork Festival, Inc. property housed at the leased premises shall be at the sole risk of Pork Festival, Inc. If the insurance is inadequate based on any claims of injury or death, Pork Festival, Inc. shall pay for the remaining expenses itself.

(h) The Preble County Agricultural Society shall indemnify and hold Preble County and/or the Preble County Pork Festival, Inc. harmless for injury or death, occasioned by the use of the leased premises by the Preble County Agricultural Society, its agents, employees, or any person upon the premises by invitation or license of the Preble County Agricultural Society, as well as from and against any expense or cost, including attorney fees, incurred in connection therewith. The Preble County Agricultural Society shall carry adequate insurance against the hazards of public liability. This insurance shall also include property damage coverage during the term of this lease, except upon agreement to terminate any and all future usage of the leased premises. The Preble County Agricultural Society shall name both Preble County and Pork Festival, Inc. as insureds and/or assureds under the above referenced insurance coverage. All Preble County Agricultural Society property housed at the leased premises shall be at the sole

risk of the Preble County Agricultural Society. If the insurance is inadequate based on any claims of injury or death, the Preble County Agricultural Society shall pay for the remaining expenses itself.

(5) Pork Festival, Inc. states that its representative has examined the leased premises, and said representative is familiar with the conditions thereof.

(6) Pork Festival, Inc. agrees to surrender the premises at the end of the term of this lease, in good condition, with the effects of natural wear and tear excepted.

(7) In the event the leased premises is destroyed or substantially damaged by acts of God or by other causes beyond the parties' control, so as to render the premises unfit for use as intended in this lease, then Preble County and/or Pork Festival, Inc. shall have the right to terminate this lease immediately. Upon such termination, the Pork Festival, Inc. shall not be liable for any rental payments beyond the date of notification.

(8) Neither party shall assign its responsibilities and/or privileges under the present lease without written consent of the other party. For purposes of this paragraph, the written consent of the President, Vice-President, or Chief Executive Officer of the Preble County Pork Festival, Inc. shall be sufficient. Likewise, the written consent of the Preble County Commissioners shall bind Preble County and the written consent of the President of the Preble County Agricultural Society shall bind the Preble County Agricultural Society.

(9) The terms and conditions of this lease agreement shall only be modified by a written document signed on behalf of Pork Festival, Inc., the Preble County Agricultural Society, and Preble County as expressed and provided herein.

(10) This lease agreement and all its terms, conditions, and covenants shall inure to the benefit of and be binding upon the successors in interests to, and assigns of the parties.

(11) The Preble County Pork Festival, Inc. shall use the premises so as not to unreasonably interfere with business operations of the Preble County Board of County Commissioners.

(12) All notices and correspondence to Pork Festival, Inc. concerning this lease agreement shall be mailed to:

Preble County Pork Festival, Inc.
P.O. Box 818
Eaton, OH 45320

All notices to Preble County shall be mailed to:

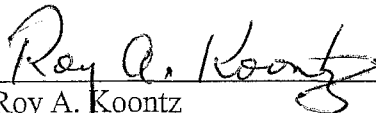
Preble County Board of Commissioners
101 East Main Street
Eaton, OH 45320

All notices to the Preble County Agricultural Society shall be mailed to:

Preble County Agricultural Society
722 South Franklin Street
Eaton, OH 45320

(13) It is the understanding of the parties hereto that the Pork Festival will be borrowing funds to pay for the construction of a building on the Subject Premises and executing a note or notes to accomplish same, to be secured by a mortgage on its leasehold interest in the Subject Premises. The parties hereto do hereby agree to execute such documents as may be reasonably required by any lender or financial institution in order to permit the Pork Festival to obtain such mortgage financing, including, but not limited to the right of such lender or financial institution or their assignee to assume any rights of the Pork Festival under this Lease Agreement in the event of default, providing nonetheless that the other parties to this agreement shall assume no obligation for the payment of any such obligation, which will be the sole liability of the Pork Festival.

Representatives of Preble County, Pork Festival, Inc., and the Preble County Agricultural Society execute this lease agreement as indicated below.



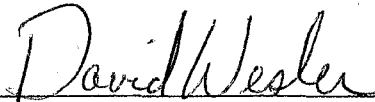
Roy A. Koontz
President, Preble County Pork Festival, Inc.

Dated: February 23, 2005



Walter Kreitzer
President, Preble County Agricultural Society

Dated February 23, 2005



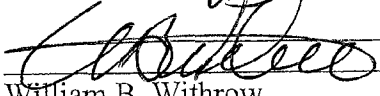
David Wesler
Preble County Commissioner

Dated February 23, 2005



Jane Marshall
Preble County Commissioner

Dated February 23, 2005



William B. Withrow
Preble County Commissioner

Dated February 23, 2005

State of Ohio, Preble County, SS:

On this 2nd day of February, 2005, before me, a Notary Public in and for said County and State, personally appeared Roy A. Koontz, as President of the Preble County Pork Festival, Inc., who acknowledged before me to be said person and who signed the foregoing instrument and acknowledged the same as his voluntary act and deed individually and on behalf of said Preble County Pork Festival, Inc.

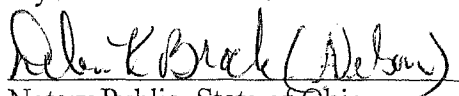
Witness my official signature and seal on the day last above mentioned.


Notary Public, State of Ohio

State of Ohio, Preble County, SS:

On this 3rd day of February, 2005, before me, a Notary Public in and for said County and State, personally appeared Walter Kreitzer, as President of the Preble County Agricultural Society, who acknowledged before me to be said person and who signed the foregoing instrument and acknowledged the same as his voluntary act and deed individually and on behalf of said Preble County Agricultural Society.

Witness my official signature and seal on the day last above mentioned.


Notary Public, State of Ohio

State of Ohio, Preble County, SS:

On this 3rd day of February, 2005, before me, a Notary Public in and for said County and State, personally appeared David Wesler, Jane Marshall, and William B. Withrow, who acknowledged before me to be said persons and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed individually and on behalf of Preble County.

Witness my official signature and seal on the day last above mentioned.

Delva K. Biele (Notary)
Notary Public, State of Ohio

This lease prepared by:
George J. Earley, Earley & Earley
Attorneys at Law
Eaton, Ohio G6jb: Pork Festival lease

Approved as to form:

Kathryn M. Worthington
Kathryn M. Worthington, Asst.
Pros. Attorney for Preble County, Ohio

George J. Earley
Legal Counsel
for Preble County Pork Festival, Inc.

W. Wayne Stetson
Legal Counsel for
The Preble County Agricultural Society