

STATE OF TEXAS

#14,864

FILED FOR RECORD
at 10:00 o'clock 27 M

COUNTY OF HUNT

OCT 25 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

LEASE AGREEMENT

THIS LEASE AND AGREEMENT is made and entered in to this 24th day of October, 2017, by and between the county of Hunt, a legal subdivision of the State of Texas, through the Hunt County Commissioners, referred to in this lease as Lessor, and Hunt County Fair Association, Inc., a Texas Non-Profit Corporation, referred to in this lease as Lessee.

Article I.

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises known as the Hunt County Fairgrounds, in Hunt County, Texas, and more particularly described in the area plat and legal description shown in Attachment "A" to this lease. These Premises are referred to in this lease as "the Premises" or "the Leased Premises."

Lessee is TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements, appurtenance, and immunities belonging to or in any way appertaining to the Leased Premises, including, but not limited to, any and all easements, rights, title, and privileges of Lessor, existing now or in existence at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Leased Premises and reversions which may latter accrue to Lessor as owner of the Leased Premises of the closing of any street, sidewalk, or alley.

Article II.

This lease shall have the following terms:

1. The initial term of this lease shall begin on the date of the execution hereof this 24th day of October, 2017, and last for a period of fifty (50) years, ending 23rd day of October, 2067.
2. Thereafter, and without demand for renewal or other notice of any kind or character for extension, the term shall be renewed and extended automatically upon all the same conditions, covenants and terms herein established, and for like dates thereafter annually for a period of ten (10) years, subject however, to the earlier termination privileges provided in paragraph (3) below or as otherwise set forth in this lease.
3. This lease may be terminated by either party hereto upon such condition that the party desiring to terminate the lease give written notice to the other of its intent to so terminate

ninety (90) days prior to the expiration of any annual period provided for in paragraph (2) above.

4. If this lease has not been terminated at the end of the tenth annual period provided for in paragraph (2) above, Lessee shall have the option to extend this lease for a further, term of ten (10) annual periods thereafter, upon the same conditions, covenants and terms here on established, provided Lessee shall give to Lessor written notice of its election to take such extension ninety (90) days prior to the expiration of the final annual period of the primary term as set forth in paragraph (2) above.
5. Time of notice of intent to terminate is of the essence.

Article III.

Lessee agrees to pay to the Lessor through the Hunt County Auditor's Office the sum of ONE AND NO/100THS DOLLAR (\$1.00) per year before the 30th day of June of each year of the lease as rent for the use and occupancy of the Leased Premises.

Article IV.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the term of this lease, including any connection fees.

Article V.

Lessee shall have the right to use the Leased Premises for any lawful purposes. Without detracting from the preceding sentence, it is understood and agreed that the primary purpose for which the Leased Premises have been leased and hired is for the development and promotion of the Hunt County Fair.

Lessee agrees not to use all or part of the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States of Texas, or Hunt County, or other lawful authority having jurisdiction over the Leased Premises; provided, however, that there shall be no violation by Lessee of this provision unless and until Lessor has notified Lessee, in writing, specifying the alleged violations and the Lessee has refused to take any action to correct the illegal action.

Article IV.

At all times during the term of this lease, Lessee will keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected on the Premises, at the present or in the future, in a good state of appearance and repair, reasonable wear and tear excepted, at Lessee's own expense.

In the event any building covered by this lease or improvement constructed on the leased Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, Lessee shall, within 180 days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so that the building shall be restored to substantially the condition was in prior to the happening of the casualty; provided, however, that if commencement, or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations or interference, fire or other casualty, or any other reason beyond the control of Lessee, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

Article VII.

Lessee shall not cause or permit any mechanic's liens or other liens to be filed against the Leased Premises or against Lessee's leasehold interest in the land or any buildings or improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Lessee or to anyone holding the Leased Premises or any part of them through or under Lessee. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises, Lessee shall either cause the same to be removed or, if Lessee in good faith desires to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee agrees to indemnify Lessor and hold Lessor harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed prior to the execution of the judgment.

Article VIII.

Lessee shall have the right at any time and from time to time, during the term of this lease, to erect, to maintain, repair, alter, remodel, reconstruct, rebuild, replace buildings and other improvements on the Leased Premises, and correct and change the contour of the Leased Premises, SUBJECT to the following general conditions:

1. The cost of any such work shall be born and paid for by Lessee.
2. The Leased Premises shall at all times be kept free of mechanic's and materialman's liens.
3. Any substantial change, modification, relocation, or alteration of any permanent structure not including restoration, repair, and upkeep, must be submitted in writing and approved by the Hunt County Commissioner Court at least thirty (30) days prior to the planned change, modification, relocation, or alteration.

4. Prior approval of Lessor is required before any major water, gas, sewage, electrical, or other utility line may be moved, relocated, altered, modified, or ended.
5. Any construction of new building or improvement upon the Leased Premises must be approved by the Lessor. Any reasons for non-approval must be submitted in writing to the Lessee within fourteen (14) days by the Lessor, otherwise such construction shall be deemed approved. Upon completion of any new building or improvement, ownership of said new building or improvement is automatically transferred to Lessor with no further action required to execute the transfer.
6. No trees are to be removed without approval of Lessor; this does not include necessary trimming and pruning.
7. Any temporary buildings, structures, or facilities erected, constructed, or established on the Leased Premises shall be removed after no longer than one hundred eighty (180) days from the date of construction or erection or then they will be considered permanent.
8. The provisions of this Article VIII, (a) thru (g) expressly do not apply to third party buildings, structures or facilities. All third-party buildings shall be clearly identified with the owner's name and address.

Any and all buildings, improvements, additions, alterations, and fixtures, except furniture and trade fixtures, constructed, placed or maintained on any part of the Leased Premises during the lease term shall be considered part of the real property of the Premises and shall remain on the Premises and is the property of the Lessor.

Lessee shall have the right, at any time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, or other trade fixtures, owned or placed by Lessee, its subleases or license, in, under, or on the Leased Premises, or acquired by Lessee, whether before or during the lease term, but prior to the termination of the lease Lessee must repair any damage to any buildings or improvements on the Premises resulting from their removal. Any such items which are not removed by the termination date of the lease, or within 45 days thereafter, shall become the property of Lessor as of that date.

Article IX.

Lessee is required to carry minimum insurance as required by this Article. Any and all insurance obtained by Lessee shall be carried by insurance companies authorized to transact business in Texas, selected by Lessee and approved by Lessor. This insurance must include the following:

1. Lessee shall keep all buildings and other improvements located or being constructed on the Leased Premises insured against loss or damage by fire, lightning,

- vandalism and criminal mischief with extended coverage endorsement or its equivalent. Coverage shall also be provided for repair and restoration purposes.
2. A commercial general liability policy not less than \$5 million total and \$2 million per occurrence.
 3. An improvement policy in an amount not less than 100% of fair market value of the buildings and other improvements.
 4. Liability insurance covering Lessor and Lessee for liability for property damage and personal injury. The insurance provided pursuant to this section shall be in an amount sufficient to fully indemnify and save Lessor and Lessee harmless from any loss by reason of such damage. This insurance shall fully protect Lessor and Lessee against liability to any employees or servants of Lessee and to any other person or persons, including guests, patrons and invitees of Lessee, whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Leased Premises.
 5. Construction liability insurance, to the extent reasonably procurable, at all times when demolition excavation or construction work is in progress on the Premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by Lessee and shall be paid for by Lessee. The insurance shall be in an amount sufficient to save and hold Lessor and Lessee harmless from any loss by reason of such liability, and injury and shall protect Lessor and Lessee, as well as any other person or persons Lessee may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Premises.
 6. All Policies will be maintained and paid for by Lessee.
 7. Policies of insurance required by this article, or otherwise obtained by Lessee for the purpose of this lease, shall name Lessee as named insured and Lessor as "additional named insured."

Lessee shall furnish Lessor with certificates of all insurance required by this article. Lessee agrees to notify Lessor of a termination and/or change with any insurance required by this article. If Lessee does not keep insurance in full force and effect or does not deliver certificates of insurance to Lessor, Lessor may notify Lessee of its failure, and if Lessee does not deliver to Lessor certificates of insurance with fifteen (15) days after said notice, Lessor may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Lessee's obligation under demand from Lessor. Lessee agrees and shall reimburse Lessor the full amount of any insurance premiums and costs of obtaining insurance on the Leased Premises paid by Lessor pursuant to this Article.

Lessee shall be liable for any loss, damage, or injury of any kind or character, other than that caused or at the fault of Lessor, to any person or property arising from its use of the Leased Premises, or any part of the Leased Premises, or caused by any defect in any building, structure, improvement, equipment, facility on the Leased Premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the Premises

in safe condition. In all cases, Lessor will not be held responsible for any defective, deficient, or insufficient insurance coverage. Lessee agrees to indemnify, save, and hold harmless Lessor from any and all claims, actions, damages, liabilities, or litigation arising out of Lessee's operation(s) or the associated property under this lease. Further, Lessee waives all claims and demands on its behalf against Lessor for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

Article X.

Lessee may assign its leasehold estate in its entirety or any portion of it with the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessee may sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Premises, at any time and from time to time so long as use by sub-tenant is consistent with this lease. No sublease shall be made in excess of ninety (90) days without consent of Lessor. It is agreed that each such transfer, assignment, or sublease shall be subject to the obligations to Lessor as set forth in this lease, and shall not release Lessee of Lessee's obligations under this lease.

Article XI.

Should Lessee default in the performance of any covenant, condition, or agreement in this lease, and not correct the default within thirty (30) days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interest created by it, to be terminated. Upon Lessor's electing to terminate, this lease shall cease and come to an end as if the day of Lessor's election were the day originally fixed in the lease for its expiration. Upon such termination, Lessor may resume possession of the Premises. Any termination of this lease as provided in this Article shall not relieve Lessee from any claim for damages then or previously accruing against Lessee under this lease, and any such termination shall not prevent Lessor from enforcing any remedy provided for by law, or from recovering damages from Lessee for any default under the lease. All rights, options, and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this lease. The exercise by Lessor of any remedy shall not affect the existence of subleases which were entered into with Lessee in accordance with the terms of this lease and which cover any portion of the Leased Premises.

Article XII.

Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to the following covenants, conditions, restrictions, easements, and other matters of record.

Lessor covenants and agrees that as long as Lessee pays the rent and other charges as provided in this lease and observes and keeps the covenants, conditions, and terms of this lease, Lessee shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this lease without hindrance or molestation by Lessor or any person claiming under Lessor, except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

Article XIII.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Leased Premises for the purposes of inspection, determining whether Lessee is in compliance with the terms of this lease, maintaining, repairing, or altering the Premises.

The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

It is expressly understood and agreed that if the curing of any default, other than failure to pay rent or insurance premiums, on the performance of any other covenant, agreement, obligation, or undertaking contained in this lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or other circumstances beyond Lessee's control or beyond the control of the party obligated or permitted under the terms of this lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a Receiver shall affect this lease so long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this lease.

No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this lease.

If Lessor sells or transfers all or part of the Leased Premises and as a part of the transactions assigns its interest as Lessor in and to this lease, then from and after the effective date of the sale, assignment, or transfer, Lessor shall have no further liability under this lease to Lessee, except as to matters of liability which has accrued and are unsatisfied as of that date, it being intended that the covenants and obligations of Lessor contained in this lease shall be binding on Lessor and its successor and assigns only during and in respect of their respective successive periods of ownership of the fee.

If more than one Lessee or Lessor is named under this lease, the obligation of all such Lessees or Lessors shall be, and is, joint and several.

Article XIV.

Lessee shall be entitled to receive all rents and revenues generated by its use or sub-letting of the Premises and exercise of rights granted by this lease to Lessee.

Article XV.

All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments, notices, demands, or requests from Lessor to Lessee shall be given or mailed to Lessor at Hunt County Commissioners Court, P.O. Box 1097, Greenville, Texas 75401 or at such other address as requested by Lessee.

This agreement shall be binding upon and inure to the benefit of the parties to the lease and their respective legal representatives, successors, and assigns.

This agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Hunt County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the lease.

This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

Time is of the essence of this agreement.

Lessor agrees that it will from time to time and at any reasonable time execute and deliver to Lessee other and further instruments and assurances as Lessee may reasonably request, approving, ratifying, and confirming this lease and the leasehold estate created by this lease and certifying that the lease is in full force and effect and that no default under the lease on the part of Lessee exists, except that if any such instrument each such default.

Article XVI.

Signage: Lessee is fully in control of the signage at the Hunt County Fairgrounds. By signing this lease, Lessor has fully relinquished control of signage at the Hunt County Fairgrounds. By signing this Lease, Lessee explicitly indicates that it will follow all state laws and will indemnify the County for any governmental fines assessed for failing to follow the law.

THIS LEASE has been executed in duplicate on the date and year first above written.

LESSOR:

JOHN HORN
COUNTY JUDGE

ERIC EVANS
COMMISSIONER PRECINCT I

PHILLIP MARTIN
COMMISSIONER PRECINCT III

TOD McMAHAN
COMMISSIONER PRECINCT II

JIM LATHAM
COMMISSIONER PRECINCT IV

LESSEE:

BRAD PRYOR
PRESIDENT FAIR BOARD

SECRETARY OR OTHER BOARD
MEMBER

ATTACHMENT A
Property Description

Per the aerial photo shown below, this lease incorporates all property bounded by the following:

Land Mark Locators:

North – County Road 3302

East – FM 1570

South – FM 1570

West – Fence and Permanent Power Lines

Parcel ID:

108656

Geo ID:

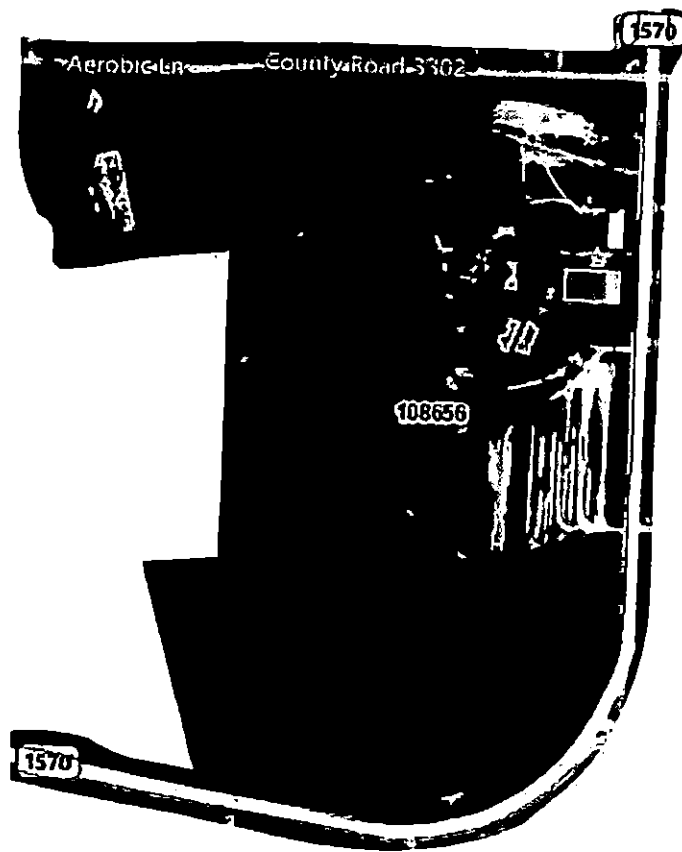
0296-0060-0000-41

Legal Description:

A0296 ESSARY ANDREW, TRACT 6, ACRES 122.65, (HUNT COUNTY FAIR GROUNDS)

Legal Acreage:

122.65



STATE OF TEXAS

#14,864

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at 10:00 o'clock 02 M

COUNTY OF HUNT

OCT 25 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *J. Lindenzweig*

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Lessee is TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements, appurtenance, and immunities belonging to or in any way appertaining to the Leased Premises, including, but not limited to, any and all easements, rights, title, and privileges of Lessor, existing now or in existence at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Leased Premises and reversions which may latter accrue to Lessor as owner of the Leased Premises of the closing of any street, sidewalk, or alley.

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3. This lease may be terminated by either party hereto upon such condition that the party desiring to terminate the lease give written notice to the other of its intent to so terminate

ninety (90) days prior to the expiration of any annual period provided for in paragraph (2) above.

4. If this lease has not been terminated at the end of the tenth annual period provided for in paragraph (2) above, Lessee shall have the option to extend this lease for a further, term of ten (10) annual periods thereafter, upon the same conditions, covenants and terms here on established, provided Lessee shall give to Lessor written notice of its election to take such extension ninety (90) days prior to the expiration of the final annual period of the primary term as set forth in paragraph (2) above.
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Lessee agrees not to use all or part of the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States of Texas, or Hunt County, or other lawful authority having jurisdiction over the Leased Premises; provided, however, that there shall be no violation by Lessee of this provision unless and until Lessor has notified Lessee, in writing, specifying the alleged violations and the Lessee has refused to take any action to correct the illegal action.

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In the event any building covered by this lease or improvement constructed on the leased Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, Lessee shall, within 180 days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so that the building shall be restored to substantially the condition was in prior to the happening of the casualty; provided, however, that if commencement, or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations or interference, fire or other casualty, or any other reason beyond the control of Lessee, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

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 6. All Policies will be maintained and paid for by Lessee.
 7. Policies of insurance required by this article, or otherwise obtained by Lessee for the purpose of this lease, shall name Lessee as named insured and Lessor as "additional named insured."

Lessee shall furnish Lessor with certificates of all insurance required by this article. Lessee agrees to notify Lessor of a termination and/or change with any insurance required by this article. If Lessee does not keep insurance in full force and effect or does not deliver certificates of insurance to Lessor, Lessor may notify Lessee of its failure, and if Lessee does not deliver to Lessor certificates of insurance with fifteen (15) days after said notice, Lessor may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Lessee's obligation under demand from Lessor. Lessee agrees and shall reimburse Lessor the full amount of any insurance premiums and costs of obtaining insurance on the Leased Premises paid by Lessor pursuant to this Article.

Lessee shall be liable for any loss, damage, or injury of any kind or character, other than that caused or at the fault of Lessor, to any person or property arising from its use of the Leased Premises, or any part of the Leased Premises, or caused by any defect in any building, structure, improvement, equipment, facility on the Leased Premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the Premises

in safe condition. In all cases, Lessor will not be held responsible for any defective, deficient, or insufficient insurance coverage. Lessee agrees to indemnify, save, and hold harmless Lessor from any and all claims, actions, damages, liabilities, or litigation arising out of Lessee's operation(s) or the associated property under this lease. Further, Lessee waives all claims and demands on its behalf against Lessor for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

Article X.

Lessee may assign its leasehold estate in its entirety or any portion of it with the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessee may sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Premises, at any time and from time to time so long as use by sub-tenant is consistent with this lease. No sublease shall be made in excess of ninety (90) days without consent of Lessor. It is agreed that each such transfer, assignment, or sublease shall be subject to the obligations to Lessor as set forth in this lease, and shall not release Lessee of Lessee's obligations under this lease.

Article XI.

Should Lessee default in the performance of any covenant, condition, or agreement in this lease, and not correct the default within thirty (30) days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interest created by it, to be terminated. Upon Lessor's electing to terminate, this lease shall cease and come to an end as if the day of Lessor's election were the day originally fixed in the lease for its expiration. Upon such termination, Lessor may resume possession of the Premises. Any termination of this lease as provided in this Article shall not relieve Lessee from any claim for damages then or previously accruing against Lessee under this lease, and any such termination shall not prevent Lessor from enforcing any remedy provided for by law, or from recovering damages from Lessee for any default under the lease. All rights, options, and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this lease. The exercise by Lessor of any remedy shall not affect the existence of subleases which were entered into with Lessee in accordance with the terms of this lease and which cover any portion of the Leased Premises.

Article XII.

Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to the following covenants, conditions, restrictions, easements, and other matters of record.

Lessor covenants and agrees that as long as Lessee pays the rent and other charges as provided in this lease and observes and keeps the covenants, conditions, and terms of this lease, Lessee shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this lease without hindrance or molestation by Lessor or any person claiming under Lessor, except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

Article XIII.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Leased Premises for the purposes of inspection, determining whether Lessee is in compliance with the terms or this lease, maintaining, repairing, or altering the Premises.

The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

It is expressly understood and agreed that if the curing of any default, other than failure to pay rent or insurance premiums, on the performance of any other covenant, agreement, obligation, or undertaking contained in this lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or other circumstances beyond Lessee's control or beyond the control of the party obligated or permitted under the terms of this lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a Receiver shall affect this lease so long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this lease.

No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this lease.

If Lessor sells or transfers all or part of the Leased Premises and as a part of the transactions assigns its interest as Lessor in and to this lease, then from and after the effective date of the sale, assignment, or transfer, Lessor shall have no further liability under this lease to Lessee, except as to matters of liability which has accrued and are unsatisfied as of that date, it being intended that the covenants and obligations of Lessor contained in this lease shall be binding on Lessor and its successor and assigns only during and in respect of their respective successive periods of ownership of the fee.

If more than one Lessee or Lessor is named under this lease, the obligation of all such Lessees or Lessors shall be, and is, joint and several.

Article XIV.

Lessee shall be entitled to receive all rents and revenues generated by its use or sub-letting of the Premises and exercise of rights granted by this lease to Lessee.

Article XV.

All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments, notices, demands, or requests from Lessor to Lessee shall be given or mailed to Lessor at Hunt County Commissioners Court, P.O. Box 1097, Greenville, Texas 75401 or at such other address as requested by Lessee.

This agreement shall be binding upon and inure to the benefit of the parties to the lease and their respective legal representatives, successors, and assigns.

This agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Hunt County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the lease.

This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

Time is of the essence of this agreement.

Lessor agrees that it will from time to time and at any reasonable time execute and deliver to Lessee other and further instruments and assurances as Lessee may reasonably request, approving, ratifying, and confirming this lease and the leasehold estate created by this lease and certifying that the lease is in full force and effect and that no default under the lease on the part of Lessee exists, except that if any such instrument each such default.

Article XVI.

Signage: Lessee is fully in control of the signage at the Hunt County Fairgrounds. By signing this lease, Lessor has fully relinquished control of signage at the Hunt County Fairgrounds. By signing this Lease, Lessee explicitly indicates that it will follow all state laws and will indemnify the County for any governmental fines assessed for failing to follow the law.

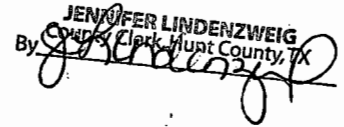
THIS LEASE has been executed in duplicate on the date and year first above written.


LESSOR:


JOHN HORN
COUNTY JUDGE

FILED FOR RECORD
at 9:57 o'clock W M

APR 23 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 


ERIC EVANS
COMMISSIONER PRECINCT I

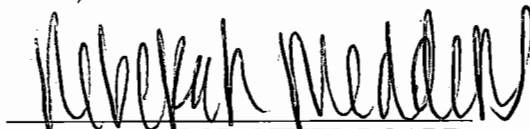

PHILLIP MARTIN
COMMISSIONER PRECINCT III


TOD McMAHAN
COMMISSIONER PRECINCT II


JIM LATHAM
COMMISSIONER PRECINCT IV


LESSEE:


BRAD PRYOR
PRESIDENT FAIR BOARD


SECRETARY OR OTHER BOARD
MEMBER

FILED FOR RECORD
at 11:06 o'clock W M

APR 24 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

ATTACHMENT A
Property Description

Per the aerial photo shown below, this lease incorporates all property bounded by the following:

Land Mark Locators:

North – County Road 3302

East – FM 1570

South – FM 1570

West – Fence and Permanent Power Lines

Parcel ID:

108656

Geo ID:

0296-0060-0000-41

Legal Description:

A0296 ESSARY ANDREW, TRACT 6, ACRES 122.65, (HUNT COUNTY FAIR GROUNDS)

Legal Acreage:

122.65

