

**AGREEMENT FOR  
CONSTRUCTION OF BUILDING AND LEASE**

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities, duly commissioned and qualified in and for their respective jurisdictions, and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

LINCOLN PARISH POLICE JURY (TIN 72-6000673), a political subdivision of the State of Louisiana and governing authority of the Parish of Lincoln, domiciled in Ruston, Lincoln Parish, Louisiana, appearing herein by and through its duly authorized President, Jack Beard, who is duly authorized and empowered to act herein on behalf of said governing body, whose mailing address is P.O. Box 979, Ruston, Louisiana 71273-0979 (hereinafter sometimes referred to as "POLICE JURY"); and

BURTON ENTERTAINMENT, INC.. (TIN 94-341-6910) a domestic corporation domiciled in Lincoln Parish, Louisiana, appearing herein by and through its duly authorized President, Carl Ray Burton, who is duly authorized and empowered to act herein on behalf of said corporation, whose mailing address is 2700 Post Oak, Ruston, Louisiana 71270 (hereinafter sometimes referred to as "BURTON");

who after being duly sworn, did depose and state that they do hereby enter into this Agreement For Construction Of Building And Lease, the terms and conditions of which are more fully set forth hereinafter.

**1. LEASED PREMISES:** POLICE JURY hereby leases to BURTON, who hereby leases from POLICE JURY, the immovable property jointly identified and marked off by representatives of POLICE JURY and BURTON and upon which a building is to be constructed by BURTON.

**2. CONSTRUCTION OF BUILDING:** BURTON agrees to construct or cause to be constructed on the leased premises at its cost, a permanent site-built building on a concrete slab, to be owned by POLICE JURY, which building shall be a minimum of one hundred forty (140') feet by sixty (60') feet and be located on a site upon the leased premises agreed upon by the parties. All utilities, labor, materials, and equipment necessary to do so shall be furnished by BURTON, his contractor, or sub-contractor. BURTON shall also be responsible for providing all utility, hookups, connections, or service necessary for the construction, use, and operation of the building to be constructed by BURTON, except that BURTON shall be authorized to connect to and use the existing sewer line running near the leased premises and the sewer pond currently located south of the leased premises, if

BURTON, his engineers, or architects, contractors, or subcontractors determine said lines to be sufficient for servicing the building to be constructed by him, except that any and all discharge of any kind by BURTON shall be in accordance with EPA, DEQ, and state health department rules and regulations.

**3. BUILDING DESIGN:** The building to be constructed by BURTON shall be of a design consistent with the North Louisiana Exhibition Center located nearby. Said building shall have a seating capacity of at least five hundred (500) persons; and include, but not be limited to, the following: a) meeting room, b) stage, c) equipment storage areas, d) kitchen with oven, sinks, and refrigerator, and e) handicapped accessible restrooms.

**4. PLANS AND SPECIFICATIONS:** BURTON shall prepare or cause to be prepared detailed plans and specifications for the building and improvements to be constructed on the leased premises, which plans and specifications shall be approved by POLICE JURY or its administrator/engineer, which approval will not be unreasonably withheld. Said plans and specifications shall comply with all applicable state and local laws or ordinances and be approved by the State of Louisiana Fire Marshal and Health Department.

Once approved by the parties, the detailed plans and specifications for the building to be constructed by BURTON on the leased premises shall be dated and initialed by the parties and become a part hereof as though fully and completely copied herein.

**5. MATERIALS AND WORKMANSHIP:** All materials, equipment, furniture, and fixtures used by BURTON, his contractor or sub-contractors shall be new, manufactured items suitable for their intended use, and installed in accordance with manufacturer's directions and/or customary trade practices. All materials and workmanship shall be in compliance with all applicable building codes and all lines, elevations, surfaces, and finishes shall be at least as good as usual and customary trade practices.

**6. RELATIONSHIP BETWEEN PARTIES:** It is specifically understood and agreed between the parties that BURTON is an independent contractor and not an employee of POLICE

JURY. It is further understood that no employee of BURTON, his contractor, or subcontractors shall be an employee of POLICE JURY and that no employee, contractor, or subcontractor of POLICE JURY shall be an employee of BURTON.

**7. INDEMNIFICATION REGARDING CONSTRUCTION:** BURTON agrees to indemnify and hold POLICE JURY, its officers, agents, representatives, and/or employees harmless from and against any and all suits, actions, proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of or in any way connected with any work being done in connection with the construction of the building and improvements to be constructed on the leased premises as a result of any willful or negligent act or omission of BURTON, his contractor, subcontractors, officers, agents, representatives, and/or employees. POLICE JURY agrees to indemnify BURTON, his officers, agents, representatives, and/or employees harmless from and against any and all suits, actions, proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of or in any way connected with any work being done in connection with the construction of the building and improvements to be constructed on the leased premises as a result of any willful or negligent act or omission of POLICE JURY, its officers, agents, representatives, and/or employees.

**8. COMPLETION OF CONSTRUCTION:** BURTON shall notify POLICE JURY in writing when the building and improvements have been fully completed in accordance with the detailed plans and specifications referred to in Paragraph 4 hereinabove. Upon such completion, POLICE JURY agrees to accept delivery of the building and improvements and to prepare, execute and deliver a letter of acceptance to BURTON acknowledging the acceptance and delivery of the building and improvements in full and complete ownership to POLICE JURY.

**9. AMPLIFIERS, MUSICAL AND P.A. EQUIPMENT, AND OTHER FURNISHINGS:** All amplifiers, musical and P.A., tables, chairs, and other furnishings, and dishes, utensils, and other such supplies and equipment not permanently attached to the building and improvements to be constructed by BURTON on the leased premises shall remain the property of and owned by BURTON.

**10. BUILDING AND IMPROVEMENTS NAME:** The building and improvements to be constructed by BURTON shall be named and known as the Lincoln Expo Hall or such other similar name as may be agreed upon between the parties.

**11. LEASE TERM:** This lease is made and entered into for a term of thirty (30) years commencing when the building and improvements referred to in Paragraph 2 hereinabove have been completed and accepted by POLICE JURY in accordance with the provisions of Paragraph 8 hereinabove.

**12. CONSIDERATION:** The consideration for this lease shall be the construction by BURTON of the building and improvements referred to in Paragraph 2 hereinabove for the benefit and ownership of POLICE JURY, the sufficiency of which is hereby acknowledged. As additional consideration, for the lease, BURTON shall be entitled to all rents, revenues, and income produced from the leased premises during the term of this lease.

**13. UTILITIES, TAXES AND OTHER CHARGES:** BURTON shall promptly pay all bills for water, light, utilities, sales, and use taxes, occupational licenses and other similar charges arising out of its use and occupancy of the leased premises.

**14. PRIVATE ENTERPRISE:** The use and operation of the leased premises shall be a private enterprise operated by BURTON for his own economic gain and as such, BURTON shall be responsible for the daily operations of said enterprise, including all costs and expenses associated therewith and the hiring and firing of all employees. Because of the private non-public nature of the operations conducted by BURTON on the leased premises, the records relating to such operations are not intended to be, nor shall they be, a public record.

**15. CONDITION OF PREMISES:** BURTON shall maintain the leased premises in good working order during the term of this lease.

**16. REPAIRS AND MAINTENANCE:** BURTON assumes the maintenance of and shall make all necessary repairs to the leased premises; including, but not limited to, the floor, roof, walls, cooling, heating, lighting, plumbing systems, fixtures, outlets, and drains and to keep all toilets and restroom facilities in good repair and in conformity with good sanitary conditions and in compliance with all laws, ordinances, rules, and regulations of the State of Louisiana, Lincoln Parish, or any of its boards and agencies.

**17. ALTERATIONS AND IMPROVEMENTS:** BURTON shall not add to, alter, or make any improvements to the building and improvements referred to in Paragraph 2 hereinabove, without the written permission of POLICE JURY, which permission shall not be arbitrarily or unreasonably withheld. All such additions, alterations, or improvements to the property, whether made with or without the consent of POLICE JURY and no matter how attached to the property, shall become or remain the property of POLICE JURY and BURTON hereby waives and gives up any and all rights to compensation or reimbursement for the value thereof.

**18. INSURANCE:** BURTON shall, at its expense, cause the property to be insured against fire and extended coverage hazards by a reputable insurance company or companies authorized to do and doing business in the State of Louisiana and acceptable to POLICE JURY for the full replacement cost or value thereof, with POLICE JURY being named as an additional insured or loss payee. In the event of any casualty to the building covered by said insurance, POLICE JURY shall, as soon as practicable, use the insurance proceeds for replacing the building or buildings on the property or restoring the damage sustained to said building or buildings. Should BURTON be unable to fully insure the property against fire and extended coverage hazards then in that event, POLICE JURY shall obtain such insurance and BURTON shall reimburse POLICE JURY for the cost thereof within thirty (30) days of the date that POLICE JURY provides BURTON with written notice of the cost of obtaining said fire and extended coverage insurance.

BURTON also agrees to carry public liability insurance in the minimum amount of \$1,000,000.00 and to include POLICE JURY as an additional insured under said policy.

BURTON additionally agrees to carry workmen's compensation insurance covering all employees used by him in connection with the operations to be conducted on the leased premises.

BURTON further agrees to provide POLICE JURY with certificates of insurance or other such proof of the insurance coverages set forth hereinabove.

BURTON shall not do or suffer any act to be done or omitted, which would forfeit the insurance, on any of the property. BURTON further agrees to comply in every respect and at its own expense with the rules and regulations of the Louisiana Fire Prevention Bureau, Louisiana Fire Marshal, or those of any similar agency, association, or bureau having jurisdiction over the property.

**19. HOLD HARMLESS AND INDEMNIFICATION:** POLICE JURY shall not be responsible for damages of any kind to any persons or property, however occasioned; and BURTON agrees to indemnify and hold POLICE JURY harmless from any claims of liability to third persons of whatever nature and kind arising out of or in any way connected with the use and occupancy of the property by BURTON, its customers, guests, invitees or sub-lessees.

**20. DAMAGE BY FIRE OR CASUALTY:** The destruction in whole or in part of the property by fire or other casualty covered by insurance will not terminate this lease. However, POLICE JURY shall repair or rebuild the property as soon as practicable and as nearly as possible to the conditions that the property existed immediately prior to such destruction, and for this purpose may use the insurance proceeds collected by it. In the event of such occurrence, the lease shall be extended for a period equal to that between the date the leased premises were destroyed and the damage is repaired or restored by POLICE JURY. If a dispute should arise as to whether the property, or what portion thereof, has been rendered untenable by fire or other casualty, the parties may seek the advice and counsel of a mutually agreeable third party.

**21. USE OF THE PROPERTY:** BURTON intends to operate the leased premises in such a manner as to foster a family type environment for scheduled events, BURTON agrees not to use the property, or any portion thereof, at any time for any illegal purpose, or commit, or permit or tolerate the commission thereon of any act made punishable by fine or imprisonment under the laws of the United States, the State of Louisiana, or any ordinance of Lincoln Parish. BURTON further agrees not to display in, on, or about the property any sign, decoration, or other such object, the nature of which, in the judgment of POLICE JURY is dangerous, detrimental, objectionable, or unsightly to the property or the citizens of Lincoln Parish. POLICE JURY also agrees to provide BURTON with a key to the gate or gates nearest the leased premises to insure that BURTON and the users of the Lincoln Expo Hall have ingress and egress to the leased premises.

**22. ASSIGNMENT OR SUB-LEASE:** BURTON may not assign this Lease or any part thereof without the prior written approval of POLICE JURY, which consent will not be arbitrarily or unreasonably withheld.

**23. OPTION TO RENEW:** BURTON shall have an option to renew this lease for an additional term of five (5) years which renewal shall include such reasonable terms and conditions as might be agreed upon between the parties. In the event BURTON wishes to renew this lease, he shall notify POLICE JURY of his intent to do so at least one (1) year in advance of the expiration of the initial term of this lease in order that BURTON and POLICE JURY might have sufficient time to reach an agreement regarding the terms and conditions to be included in the renewal thereof.

**24. INSPECTION OF PREMISES:** POLICE JURY shall have the right to enter the leased premises at reasonable times that do not interfere with the use and occupancy of said property by BURTON for the purpose of inspecting same.

**25. COOPERATION REGARDING EVENTS:** The parties acknowledge that the construction by BURTON of the building and improvements on the leased premises and this lease is intended to enhance the marketability and operation of the North Louisiana Exhibition Center which will have a positive impact on the economy of Lincoln Parish. Therefore, POLICE JURY, or its designated representative, shall cooperate with BURTON in an effort to foster maximum use of the leased premises by third parties scheduling events in the North Louisiana Exhibition Center, including providing event sponsors with information about the availability of the leased premises and the method or methods by which BURTON might be contacted for scheduling.

**26. AVAILABILITY OF PARKING:** BURTON shall be allowed to use the hard surface parking areas in and around the leased premises and the North Louisiana Exhibition Center and the parties agree to cooperate with each other in order that adequate parking will be available to those sponsors and participants at events being held at either or both facilities and to that end the POLICE JURY and BURTON will cooperate in marking off or designating certain parking spaces or areas to be used by sponsors and participants at events held at either facility when both facilities are in use.

**27. BREACH:** Should the premises be vacated or abandoned by BURTON, POLICE JURY shall have the right, at its option, to cancel the Lease, or re-enter and let said premises on such terms as may be immediately obtainable. However, prior to doing so, POLICE JURY shall provide BURTON with written notice of any alleged breach in the terms and conditions of this lease granting unto BURTON a period of at least thirty (30) days to cure said breach or default.

Should POLICE JURY breach or violate any of the material terms and conditions of this lease, BURTON shall provide POLICE JURY with written notice thereof granting unto POLICE JURY a period of at least thirty (30) days to cure said breach or default. If POLICE JURY should remain in material breach of this lease after proper notice and opportunity to cure said breach or the parties mutually agree to terminate this lease, then in that event, the value to be paid to BURTON shall be determined in accordance with the amortization schedule attached hereto as Exhibit "A". Additionally, POLICE JURY shall have the option to purchase the movable items described in Paragraph 9 above at their then fair market value. In the event POLICE JURY and BURTON are unable to agree upon the fair market value of such movables, then in that event each party shall appoint an appraiser who together shall assign a fair market value to be paid for said items of movable property.

**28. SURRENDER AND RETURN OF PREMISES:** At the expiration of the Lease, or its termination for any other cause, BURTON is obligated to immediately surrender possession of the property, broom-cleaned and free of trash, in like good order as received, the usual decay, wear and tear excepted; to remove any and all signs placed in or upon the property before leaving. Should POLICE JURY allow or permit BURTON to remain in the leased premises after the expiration of the lease, this shall not be construed as a reconduction of the lease.

**29. NOTICES AND PAYMENTS:** All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and each shall be deemed to have been properly given when personally served upon the duly authorized representative of the party to whom such notice is to be given, or when sent in the United States Mail, postage prepaid, by certified or registered mail addressed as follows:

If intended for POLICE JURY:

Lincoln Parish Police Jury  
ATTN: Parish Administrator  
P.O. Box 979  
Ruston, Louisiana 71273-0979

If intended for BURTON:

Burton Entertainment, Inc.  
ATTN: Mr. Carl Ray Burton  
2700 Post Oak  
Ruston, Louisiana 71270.



Either party may change the name of the addressee and/or the address to which subsequent notices are to be sent by providing notice to the other party given in the manner set forth hereinabove.

**30. ENTIRE AGREEMENT:** This Lease contains and exhibits the entire agreement between the parties, all previous or contemporaneous agreements being merged herein and waived hereby, and no modification hereof or assent or consent of either party to any waiver of any part of this lease, in spirit or letter, shall be deemed as given or made unless the same be done in writing after the date hereof.

**31. MISCELLANEOUS:** If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid and unenforceable, the remainder of this Lease and the application of its provisions as to persons and circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

The article and paragraph captions in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease or any part thereof, or in any way affect this Lease and shall not be considered in any construction thereof.

SIGNED, in duplicate original, at Farmerville, Union Parish, Louisiana on this 11th day of March, 2002.

WITNESSES:

LINCOLN PARISH POLICE JURY

Shaun Parnell

BY: Jack Beard  
JACK BEARD

Carolyn L. Ellis

James H. Smith  
NOTARY PUBLIC

SIGNED, in duplicate original, at Ruston, Lincoln Parish, Louisiana on this 17th day of

March, 2002.

WITNESSES:

BURTON ENTERTAINMENT, INC.

[Signature]

BY: Carl Ray Burton  
CARL RAY BURTON

[Signature]

[Signature]  
NOTARY PUBLIC

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s/ Kristin F. Dupuy  
DEPUTY CLERK

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LINCOLN PARISH, LA

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MAY 16 2002

Kristin F. Dupuy  
By, Clerk District Court  
Lincoln Parish, La.