LEASE

THIS AGREEMENT, executed in duplicate November 19

19 69 Witnesseth:

The undersigned Carrier hereby lets, and the undersigned Lessee (A Municipal Corporation

), to be addressed at Prescott, Arkansas 71857 corporation and state where incorporated)
hereby leases, on solely the herein expressed terms and conditions, for the term to begin with March 18
1970, and unless sconer concluded as herein provided to end with March 17
conditioned to continue after said term subject to termination as herein provided, the following described property, herein called Premises and located substantially where shown enclosed in Wide blue on Exhibit "A" attached hereto as put hereof, situate in Revada County

(country or with) (county or parish)

From the intersecting southwesterly line of Vine Street produced southeastwardly, measure southwestwardly, along Carrier's northwesterly right of way line, 185 feet, for the point of beginning; thence continue southwestwardly, along last described course, 441 feet; thence southeastwardly, at right angles from last described course, 60 feet; thence northeastwardly, parallel with Carrier's said northwesterly right of way line, 441 feet; thence northwestwardly, 60 feet, more or less, to the point of beginning, containing 24,460 square feet, more or less:

subject and subordinate, however, to the right in Carrier, its lessees and licensees, to maintain, operate and renew, on, beneath or above surface of Premises any telephone, telegraph, power and signal lines and poles, tracks, roadways, pipe lines, and facilities of like character, as now located; the Lessee hereby releasing Carrier, its lessees and licensees, from all loss or damage which Lessee may sustain by reason thereof. Any of Carrier's adjacent right of way lands occupied by any unloading platform attached or appurtenant to Lessee's improvements located on Premises hereinabove described shall be included in the term Premises as used in Paragraphs 3 and 4 hereof.

1. Premises shall be used solely as site for Lessee's proposed City Hall

Lessee's occupancy of Premises by existing or proposed structures and buildings shall be limited to solely the following; provided, however, Lessee may place additional structures and buildings on Premises upon written approval of Carrier:

One existing 241 x 1881 brick building on concrete foundation,

1(a) Lessee, at Lessee's sole cost and responsibility, shall erect and maintain during term hereof, a chain link fence along the southeasterly boundary of premises, to prevent encroachment of vehicles and pedestrians on Carrier's tracks; said chain link fence to be constructed in a manner having the approval of Carrier's General Manager, or his authorized representative.

2. Lessee shall pay, and Carrier shall accept, in equal antial installments, each in advance, rental computed at rate of six per centum per annum on Premises' fair value (\$ 2,000,000 paid by Carrier on Premises during last preceding year. Fair value of Premises may be redetermined by Carrier at the end of each five year period this lease may be in effect, and rental shall be based on such redetermined fair value as increased from time to time (hereafter as in this Section 2 provided. Lessee shall pay all taxes on Lessee's improvements, and all charges, levied on assessal against Premises during term hereof, for water and electricity used on Premises and all assessments for street sprinkling, sweeping and oiling. Notwithstanding advance payment of rental, term hereof may be concluded by Carrier on the notice specified in Section 5 hereof, and any uncarned rental will be refunded.

3. Lessee shall not, unless expressly authorized in Paragraph 1 hereof, (a) use Premises for storage or handling of petroleum or its products, or (b) store or handle on Premises any other commodities of an explosive, dangerous, or flammable nature. In the event Lessee is authorized to store or handle on Premises any other commodities of an explosive, dangerous, or flammable nature. In the event Lessee is cost, shall comply with all Federal, State or Municipal orders, regulations and ordinances, and with all regulations and recommendations from time to time prescribed or published by any public authority baving jurisdiction, by the National Board of Fire Underwriters or any bureau or board exercising similar functions, or by the Carrier, relating to the loading, unloading, storage and handling thereof and the howsoever on Premises, Lessee agrees to indemnify and save harmless Carrier's adjacent lands, with the consent of Carrier's Superintendent, for new particles for the particles hereto) and (i) loss, damage or injury to any property (including property of Carrier or property in its custady or possession); together in all cases with a

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Lessee agrees:

(a) to keep Premises and all buildings and structures thereon in a condition satisfactory to Carrier, and to refrain from the committing

of any unlawful act on or in respect of Premises.

of any unlawful act on or in respect of Premises;

(b) to refrain from erecting, placing or maintaining any structure or obstruction above the top of rails, or at a distance less than eight and one-half feet from the center line, of any track located on or adjacent to Premises (except, loading platform of car floor height may be constructed with a horizontal clearance which is not prohibited under clearance regulations established by competent public authority and which shall have the approval of Carrier's Chief Engineer), and to indemnify and hold harmless the Carrier against any sums which Carrier may be required to pay in the way of damages, fines, penaltics, costs, attorneys' fees and other expenses by reason of Lessee's failure to observe the provisions of this Sub-paragraph (b) regardless of any negligence of Carrier, or of Carrier's agents, servants or employes;

(c) to waive all right to question the validity of this lesse or any of the terms or provisions hereof, or the right or power of the Carrier to execute and enforce the same, and to waive all right to claim damages in the event the Lessee shall be ejected from or required to surrender possession of the Premises by reason of the failure of title of Carrier or for other cause;

(d) to promotly remove any lien filed on any premises or improvements of Carrier on account of any work done, labor performed or

(d) to promptly remove any lien filed on any premises or improvements of Carrier on account of any work done, labor performed or materials furnished for or on account of Lessee and, failing so to do, Carrier may pay the amount of such lien or discharge the same by deposit, and the amount so paid or deposited shall be deemed additional rent hereunder and payable with interest from the date of such

payment or deposit;

(c) to assume all risks of loss, injury or damage of any kind or nature to any building or other structure or appurtenances thereto, belonging to Lessee, or to others, which may be now or hereafter placed on Premises, and all risks of loss, injuries or damages of any kind or nature to the contents of such buildings or structures or to any goods, merchandise, chattles, or any other property now or that may hereafter be upon Premises whether belonging to Lessee or to others, when such loss, injury or damage results from fire or flood, whether the same be caused by the negligence of Carrier, its agents, servants or employes, or otherwise, and to protect, indemnify and save harmless the Carrier from all claims or demands or suits or actions growing out of any such loss, injury or damage;

(f) to save and keep harmless the Carrier from all claims growing out of any default of Lessee hereunder; and

(g) to indemnify and hold harmless Carrier against all claims, demands, suits or actions arising out of injury to or death of any person, or loss of or damage to any property, while on or about Premises, when such injury, death, loss or damage results from any act or omission of Lessee's agents, servants or employes; and except as may be otherwise provided in this agreement, if any claim or liability due to some other cause than fire or flood shall result from the joint or concurring negligence of both parties hereto it shall be borne by

them equally.

them equally.

5. This lease shall be deemed terminated by (a) Lessee failing for six consecutive months or (c) Carrier, at any time while this lease when thereof, (b) Lessee's non-user of Premises for any six consecutive months or (c) Carrier, at any time while this lease when the six consecutive months or (c) Carrier, at any time while this lease when the consecutive months or (c) Carrier, at any time while this lease when the consecutive months or (c) Carrier, at any time while this lease. Carrier is hereby granted a prior and superior lien on Lessee's buildings, improvements, machinery, equipment, trade fixtures and appurtenances thereto (for convenience hereinafter referred to as Lessee's Property, located on Premises, whether exempt or not from sale or execution and attachment, to secure the satisfaction of all of Lessee's liabilities under this lease; said lien to be without impairment of but in addition to any right which Carrier may have under existing laws. Lessee, in a workmantike manner, shall remove, on or before conclusion howsoever of this lease, the Lessee's Property (which term, irrespective of ownership, shall include foundations and footings and any property used by Lessee, except property of Carrier) and restore Premises, including the backfilling of any basement or excavation appurtenant to any of Lessee's Property, and leave Premises in a clean, safe, good, tenantable and orderly condition, provided the Lessee, prior to commencing such removal, shall have eatisfied all of Lessee's liabilities to the Carrier under this lease. If Lessee shall fail to so remove Lessee's Property and so restore Premises, title to Lessee's Property shall be forfeited to Carrier under this lease. If Lessee shall fail to so remove Lessee's Property and so restore Premises, title to Lessee's liabilities to the Carrier under shall within six months following conclusion of this lease in writing of Carrier's election to remove Lessee's Property and so restore Premises, title to Lessee shall reimbures to such remove L This lease shall be deemed terminated by (a) Lessee failing for

As an additional consideration, Lessee agrees to provide freight room and platform space on Premises for Carrier's handling of less than carload (LCL) freight, at no expense to Carrier, except that Carrier shall maintain, at its expense, ordinary wear and tear excepted, that portion of the freight room and platform designated for Carrier's use. Carrier shall indemnify and save harmless Lessee from any injury to or death of persons, or loss of or damage to any property, resulting from or arising out of the Carrier's aforesald use of Premises, unless such injury, death, loss or damage be caused by the negligence of Lessee or its employees.

MISSOURI PACIFIC RAILROAD COMPANY

AFFIX SEAL)

General Manager

CITY OF PRESCOTT, ARKANSAS

