

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated the 27th day of June, 2011, between **MERCANTILE CENTER, LLC**, an Arkansas limited liability company ("Landlord") and **CONTINENTAL UTILITY SOLUTIONS, INC.**, an Arkansas corporation ("Tenant").

WITNESSETH:

In consideration of the covenants and agreements herein and other good and valuable consideration the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby accepts the following described premises:

a portion of the 2nd floor, consisting of approximately 6,426 net leasable square feet, in the Mercantile Center (the "Building"), located at 300 South Church Street, City of Jonesboro, Craighead County, Arkansas (the "Premises")

for the exclusive purpose of using the Premises as an office for Tenant's business operations.

2. Term. Subject to the terms and conditions contained herein, this Lease shall commence on September 1, 2011 (the "Commencement Date"), and shall terminate on August 31, 2017 (such term referred to herein as the "Term").

Tenant has delivered to Landlord plans and drawings ("Tenant's Plans") for the improvements to the Premises to be completed by Landlord (the "Landlord's Work"), a set of such Tenant's Plans attached hereto as Exhibit A. Landlord shall diligently pursue completion of the Landlord's Work in accordance with Tenant's Plans. In no event shall Landlord be obligated to complete or otherwise provide any finish work beyond the Landlord's Work. Landlord shall have the sole right, in Landlord's sole discretion, to choose the contractor to perform the Landlord's Work. However, such work shall be completed in a proper, workmanlike fashion.

3. Rent. Tenant agrees to pay to Landlord a total rental during the Term of Five Hundred Twenty Five Thousand Six Hundred and No/100 United States Dollars (\$525,600.00), payable in advance monthly installments as follows:

Beginning on the Commencement Date and continuing on the first (1st) day of each month thereafter until through and including August 1, 2017, Tenant shall pay to Landlord the sum of Seven Thousand Three Hundred and No/100 United States Dollars (\$7,300.00), in addition to any other sums which may be due and payable pursuant to this Lease.

\$ 87,600 ANNUAL

All rentals due under this Lease shall be payable without demand to the order of Landlord at the address stated herein. In the event any installment of rent is not received within ten (10) days of the date due, Tenant shall pay a late charge for each such delinquent installment equal to five percent (5%) of the amount of such delinquent installment.

4. Common Areas. The "Common Areas" are the parts of the Building designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, elevators, restrooms, the lobby and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Tenant and its employees, customers and invitees shall have the non-exclusive right and license to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Building and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not take any action which would interfere with the rights of other persons to use the Common Areas without the prior written consent of Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause minimum interference with Tenant's business.

5. Proof of Payment. The burden of proof of any payment dues under this Lease in case of controversy shall be upon Tenant.

6. Nuisance, Waste, Environmental Laws, Etc. Tenant covenants and agrees with Landlord that the Premises shall be used and occupied in a careful, safe and proper manner; that no nuisance, trade or custom which is unlawful or known to be ultrahazardous shall be permitted therein; that no waste shall be committed upon, nor any damages be done to the Premises. In addition, Tenant warrants and represents to Landlord that all activities by Tenant on or about the Premises will be in compliance with all state, federal, local or other laws, regulations and ordinances.

7. Alterations. Tenant shall not make any alterations to the Premises without Landlord's prior written consent and all additions and improvements made by Tenant, and all fixtures installed by Tenant shall become the property of Landlord and be surrendered with the Premises or removed by Tenant at the termination of the Lease. In the event that Tenant removes any additions or improvements put in place by Tenant, then Tenant shall return the Premises to their condition as existed at the inception of this Term, ordinary wear and tear excepted.

8. Subletting. Tenant hereby covenants and agrees that neither the Premises, nor any part thereof, shall be sublet without the prior consent in writing of Landlord, nor shall this Lease be assigned (whether for the benefit of the creditors of Tenant or otherwise) without such prior written consent. In no event shall any subletting or assignment of this Lease relieve Tenant of

any of the covenants, agreements and obligations imposed on Tenant in this Lease. Any assignment or subletting in violation hereof shall be void. Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease.

Landlord's interest and obligations hereunder may be assigned, transferred or sold without Tenant's consent. In the event of any sale, transfer or assignment of Landlord's interest in this Lease or the premises, Tenant shall attorn to the purchaser, recognize such purchaser as Landlord hereunder, and promptly execute and deliver any instrument necessary to evidence such attornment. Tenant shall, upon Landlord's request, execute and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified (or, if modified, set forth the modifications) and that the Lease remains in full force and effect, that Landlord is not in default hereunder, and the date to which Rent and other charges have been paid in advance, if any.

9. Delivery at End of Term. Tenant agrees to deliver the Premises to Landlord at the expiration of the Term of this Lease in good order and condition and make good all damages to the Premises, usual wear and tear excepted, and also to remain liable for Rent until all the Premises, with keys to the same be returned to Landlord in like good order, and no demand or notice of such delivery shall be necessary.

In the event Tenant fails to surrender the Premises as provided herein, Tenant will, in addition to any damages generally recoverable, be liable to Landlord for all damages Landlord may sustain, including claims made by any succeeding tenant against Landlord which are founded upon delay or failure in delivering possession of the Premises to the succeeding tenant.

10. Default. The happening of anyone or more of the following shall be deemed an event of default under this Lease:

(a) Tenant becomes bankrupt, makes an assignment for the benefit of its creditors or becomes insolvent;

(b) A receiver is appointed for Tenant or Tenant's leasehold interest hereunder or for any of Tenant's property used in connection with Tenant's business;

(c) A writ of execution or attachment is levied on or against Tenant's fixtures, equipment, or any other personal property within the Premises used in connection with Tenant's business if such writ is not released or discharged within thirty (30) days thereafter;

(d) Proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, and said proceedings not being dismissed, and any trustee or liquidator appointed therein not being discharged within thirty (30) days after the institution of such proceedings;

(e) Tenant's failure to pay any installment of Rent or other charge or money obligation herein required to be paid by Tenant within the time such payment is due and payable and following expiration of fifteen (15) days thereafter (such grace period not affecting the obligation of Tenant for late fees set forth in this Lease);

(f) Tenant's failure to comply with any other covenant or provision of this Lease and following expiration of fifteen (15) days thereafter.

11. Remedies. Upon occurrence of any event of default, Landlord shall have the option to pursue any right, claim or remedy to which Landlord may be entitled at law or in equity in case of Tenant's default. Pursuit by Landlord of an available remedy shall not preclude pursuit of any other remedy available at law or in equity; nor shall pursuit of any remedy constitute a forfeiture of waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default. Acceptance of late performance or payment by Landlord shall not constitute modification of this Lease by course of dealing.

12. Lien. As security for the Rent and the performance of the covenants of Tenant herein contained, and as security for the payment of all damages which may be sustained by Landlord in the event there is a breach of any of the terms of this Lease by Tenant, Landlord shall have a lien on all furniture, fixtures and other property, excepting merchandise carried in stock for sale, which may be brought into or upon the Premises, including any additions and improvements constructed and installed by it, which may, at any time during the term hereof. Landlord shall have the right to file appropriate notices in public records evidencing and perfecting such lien. As an additional remedy, Landlord shall have the power to sell such furniture, fixtures or other property at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Before making such sale, Landlord shall comply with all applicable law for such sales including, the publication of a ten (10) day notice thereof by one (1) insertion in a daily newspaper published in Craighead County, Arkansas. Landlord may bid thereat as any third person might, and Tenant hereby waives any and all rights of redemption granted by the laws of the State of Arkansas.

13. Holdover. Should Tenant or any of its successors in interest hold over the Premises, or in any part thereof, after the expiration of the term of this Lease, such holding over shall not operate to extend the Term of this Lease, but such continued possession shall create a tenancy from month to month upon the same terms and conditions herein, except the monthly rental rate shall be one hundred fifty percent (150%) of the amount of Rent payable during the Term of this Lease. The rights of Landlord concerning the rental due from Tenant shall be determined by applicable Arkansas law concerning holdover of commercial property. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant.

14. Protection from Violations. Tenant agrees to hold Landlord harmless from violations of the laws of the United States, of the State of Arkansas, and the ordinances, laws, and regulations of the City of Jonesboro, and in its use and occupancy of the Premises, Tenant shall comply with all such laws, ordinances and regulations at its own cost and expense. Landlord agrees to hold Tenant harmless from violations of the laws of the United States, of the State of Arkansas, and the ordinances, laws, and regulations of the City of Jonesboro, and in its construction and condition of the Premises if such items are to be provided or repaired by Landlord. Finally, Landlord shall comply with all such laws, ordinances and regulations at its own cost and expense in regard to any and all items that are Landlord's responsibility under the Lease.

15. Advertising/Signage. Except for all signage currently existing on the Premises, Tenant shall not affix or attach, or cause to be fixed or attached, any signs on the Premises without the prior written consent of Landlord. Landlord shall have the right to refuse such written permission if, in the opinion of and in the reasonable discretion of Landlord, any proposed sign is not aesthetically complimentary to the Premises. During the term of this Lease, Tenant agrees to keep any sign placed on the Premises in proper condition. Tenant agrees to either repair or remove any sign upon notice from Landlord that said sign, in the opinion of and at the reasonable discretion of Landlord, has not been maintained in an acceptable manner. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notice painted on, affixed to or attached to the Premises and restore the place it occupied in the condition which it existed as of the date of this Lease, ordinary wear and tear excepted. Tenant shall be solely responsible for compliance with all applicable laws, ordinances and regulations regarding signs.

16. Increased Premium. Tenant is not to suffer anything to be or remain on or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything causes an increased or extra premium payable for the insurance of property owned by Landlord adjacent to the Premises against fire, unless consented to in writing by Landlord and if so consented to, Tenant shall pay such increased or extra premium within ten (10) days after Tenant shall have been advised of the amount thereof.

17. Condition of Premises. It is hereby further agreed that Tenant has examined the Premises and is satisfied as to the condition thereof, accepts the Premises in AS IS, WHERE IS condition, and Tenant expressly agrees that no representation as to the condition of the Premises has been made by Landlord or agents of Landlord or relied upon by Tenant.

18. Liability for Repairs. Tenant will keep the Premises, including any plate glass located in the Premises, in good repair throughout the Term of this Lease. If Tenant refuses or neglects to repair and maintain the Premises, as required hereunder, to the reasonable satisfaction of Landlord as soon as reasonably possible, Landlord may but shall not be obligated to make such repairs and perform such maintenance, and Tenant shall upon demand pay Landlord's cost for making such repairs and performing such maintenance plus fifteen percent (15%) of such cost for Landlord's overhead expense and supervision as additional rent due hereunder. Upon the expiration or termination of this Lease, Tenant will restore the Premises to Landlord in as good condition as when possession was taken by Tenant, ordinary wear and tear excepted.

Landlord shall keep the Building, including without limitation the exterior of the Building, the roof, walls, plumbing, heating, electrical and air conditioning in good repair throughout the Term of this Lease. Landlord shall provide and maintain adequate facilities to allow Tenant to have access to electricity, telephone and internet services within the Premises.

19. Right of Entry. Landlord may enter the Premises at proper times to view and inspect same, or to make such repairs, additions and alterations, or to run such pipe or electric wire as Landlord may deem necessary for the safety, improvement, or preservation of the Premises. Such entry shall not operate to impose any obligation for repair or maintenance beyond the obligations of Landlord specifically set forth in Section 18 of this Lease, nor diminish the obligations of Tenant under this Lease.

20. Fire Clause. In case the Premises shall be so injured or damaged by fire or other cause as to be rendered untenable, and so that necessary repairs or rebuilding cannot be made with one hundred twenty (120) days, this Lease shall be terminated and Tenant shall be allowed an abatement of rent from the time the Premises were rendered untenable. However, if the damage is such that rebuilding and repairs can be completed within one hundred twenty (120) days, Landlord agrees to make such repairs with reasonable promptness and dispatch, and to allow Tenant an abatement in rent for such time as the building remains untenable and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected.

21. Damages, Accidents and Insurance. Tenant shall indemnify and hold Landlord harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with the Premises, or pertaining to Tenant's business operations on or about the Premises during the Term of this Lease or while Tenant is occupying the Premises to the extent that such damages, accidents and/or injuries are caused by Tenant, Tenant's employees or agents. Landlord shall indemnify and hold Tenant harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with the Premises, or pertaining to Landlord's business operations on or about the Premises (if any) or pertaining to Landlord's ownership of the Premises during the Term of this Lease to the extent that such damages, accidents and/or injuries are caused by Landlord, Landlord's employees or agents.

22. Taxes. Landlord shall pay all ad valorem real property taxes for the Premises, and Tenant shall be responsible for all taxes related to Tenant's personal property and business operations.

23. Utilities. All heat, water, electric current, gas or other utilities used on the Premises shall be paid by Landlord. Any charges for telephone service, cable or satellite television, or internet service shall be paid by Tenant.

24. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance of any of

the covenants and agreements herein contained, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by Landlord.

25. Permitted Use. The business to be conducted in the Premises shall be limited to storage of equipment and materials and general administrative offices, associated with Tenant's business operations. Tenant will not use the Premises for any other purpose without first obtaining the written consent of Landlord.

26. Notices. Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (when actually received or rejected) if delivered personally, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set out below, or sent by any overnight carrier which routinely issues receipts. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the party in the manner prescribed in this Section.

If to Tenant: CONTINENTAL UTILITY SOLUTIONS, INC.
Attn: Mike Guerriero
300 South Church Street, 2nd Floor
Jonesboro, Arkansas 72401

If to Landlord: MERCANTILE CENTER, LLC
c/o NAI/Halsey Commercial Real Estate Services Worldwide
P.O. Box 19129
Jonesboro, Arkansas 72403
Attn: Jerry Halsey, Jr.

27. Eminent Domain. If the Premises are subjected to any eminent domain proceeding, or private purchase under threat thereof, or are taken for any public or quasi-public use under any governmental law, ordinance or regulation, the Lease shall terminate. In such condemnation proceedings Tenant may claim compensation for the taking of any removable installations which by the terms of this Lease, Tenant would be permitted to remove at the expiration of this Lease, but Tenant shall be entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the Premises shall in any event be payable to Landlord.

28. Waiver of Breach. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

29. Quiet Possession. In consideration of the covenants and agreements herewith contained, as so long as Tenant is not in default under this Lease, Tenant may enjoy the quiet and peaceful possession of the Premises during the term of this Lease.

30. Binding Effect. It is further agreed by the parties to this Lease that all of the covenants and agreements enumerated herein shall be binding upon both parties' successors and assigns for the maximum period allowed by law.

31. Subrogation. Landlord and Tenant hereby waive any right of subrogation which they may have against the other for any losses paid to them on policy or policies carried on the Premises, each agreeing to use reasonable effort to cause all policies to be so endorsed.

32. Subordination. At the option of Landlord or Landlord's mortgagee, Tenant agrees that this Lease is subordinate to any mortgage, deed of trust or encumbrance which Landlord may have placed, or may hereafter place, on the Premises. Tenant agrees to execute, on demand, any instrument, which may be deemed necessary or desirable by any lender of Landlord to evidence that such mortgage, deed of trust or encumbrance whenever made, is superior and prior to this Lease. However, such subordination is subject to the right of Tenant to maintain its undisturbed possession of the building as long as Tenant remains in compliance with the terms of this Lease.

33. No Brokers; Agency; Disclosure. Landlord represents that Landlord is represented by Halsey Inc., d/b/a NAI/Halsey Commercial Real Estate Services Worldwide ("Halsey"), that such fact has been disclosed to Tenant, and that Halsey will be paid a commission by Landlord pursuant to separate agreement. Other than disclosed herein, Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent who claims the same by, through or under the indemnifying party.

34. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. Governing Law. The laws of the State of Arkansas shall govern the validity, construction, enforcement and interpretation of this Lease.

36. No Oral Modification; Survival. This Lease may not be amended except by an instrument in writing referring to this Lease and signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by Landlord or Tenant, and no custom or practice which may evolve between the parties in the administration of the terms of this Lease shall waive or diminish the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with the terms hereof. The indemnification and hold harmless provisions of this Lease shall survive the expiration or termination of this Lease.

37. Captions; Construction; Counterparts. All captions contained in this Lease are for convenience of reference only and do not limit or enlarge the terms and conditions of this Lease. This Lease may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. The provisions of this Lease have been negotiated by Landlord and Tenant, each having the benefit of legal counsel and advice, and should not be construed more favorably to either Landlord or Tenant.

38. Entire Agreement. Landlord and Tenant mutually understand and agree that this Lease is the final and complete expression of their agreement. This Lease supersedes any prior discussions and agreements between Landlord and Tenant regarding the Premises. In the event of a conflict between this Lease and any other agreement between Landlord and Tenant concerning the Premises, this Lease shall supersede and control. The parties specifically warrant to each other that there are no other agreements, warranties or clauses not contained herein.

IN WITNESS WHEREOF, the parties of this Lease have set their hand and seals, this 27th day of June, 2011.

LANDLORD:
MERCANTILE CENTER, LLC,
an Arkansas limited liability company

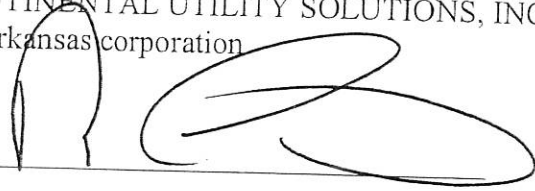
By: 

Name: Mark Duckworth

Title: Managing Member

TENANT:
CONTINENTAL UTILITY SOLUTIONS, INC.,
an Arkansas corporation

By: _____

A handwritten signature in black ink, consisting of a vertical stroke for the first letter and several overlapping loops for the rest of the name.

Name: Mike Guerriero

Title: President

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Exhibit A

Mercantile Center
Second Floor Updates 2011

Revised May 31, 2011

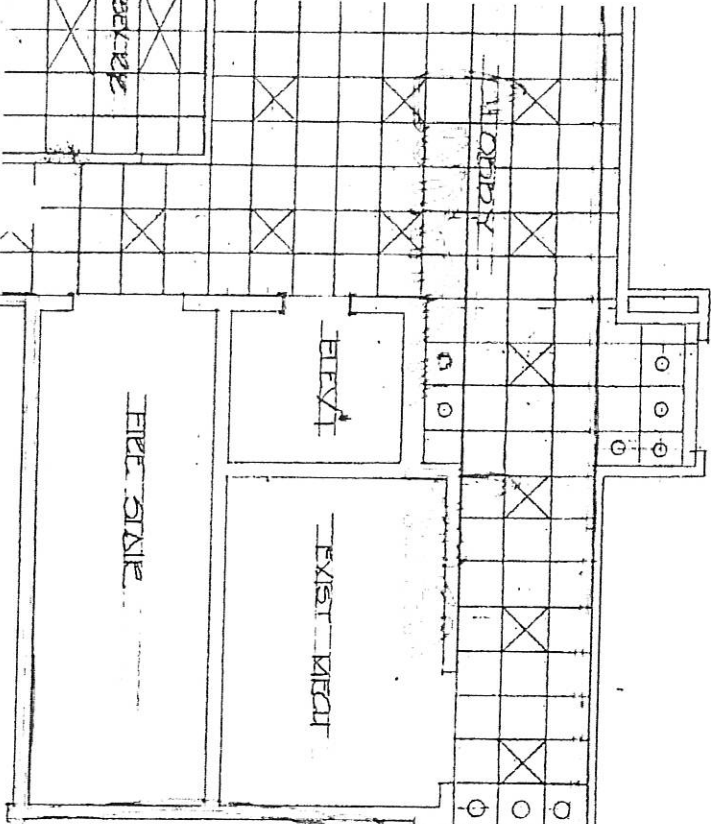
Finish Schedule for Tate Construction:							
#	Room	Surface	Spec		Color		Comment
1	CUSI	Floor	Bigelow	Datum	7927 Shale		24 x 24 Quarter turn
		Border	Mohawk	Compliments/	solid	Commend Grey	12" or 1/2 tile
		*Flooring dealer to present choices for the border similar to above selection in mod. tile					
		Base	Johnsonite		#20	Charcoal	Rubber base
		Walls	Paint	SW6246	North Star	Eg-Shel	
		Trim	Paint	SW7032	Warm Stone	Semi-Gloss	
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lights	TEC			To match CUSI	See layout drawing
		door	glass				
2	Mens &	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile
3	Womens	Walls	Paint				to be finalized
		Trim	Paint				to be finalized
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lights	TEC			To match CUSI	See layout drawing
		Sinks	Kohler		White	To fit hole	
		Faucets	Delta		Chrome		Claudia to select
		Toilets	Kohler		White		
		Toilet seat	Kohler		White		
4	Back hall	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile
		Walls	Paint	SW6246	North Star	Eg-Shel	remove wallpaper
		Trim	Paint	SW7032	Warm Stone	Sem-Gloss	
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lights	TEC			To match CUSI	See layout drawing
5	Break rm.	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile
		Walls		SW 6963	Sapphire		Check w/ Mike 1st
		Trim	Paint	SW7032	Warm Stone	Sem-Gloss	
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lights	TEC			To match CUSI	See layout drawing
6	Lobby	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile
		Walls	Paint	SW6246	North Star	Eg-Shel	cover concrete block
		Trim	Paint	SW7032	Warm Stone	Semi-Gloss	
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lights	TEC			To match CUSI	See layout drawing
		<i>Remove tiny office in front of restroom making lobby larger</i>					
7	Lease	Floor	remove carpet & tile				
	space	Walls	remove wallpaper				
		Trim					
		Ceiling	remove ceiling & lights				
7	Notes:	<i>Remove wall right of main entrance to dumb waiter. Remove all wall cabinets</i>					
		<i>Remove cork on interior wall. Remove interior wing wall by cabinets & cork.</i>					

Mercantile Center
Second Floor Updates 2011

Revised May 31, 2011

<i>Remove cornice boards on windows. Leave drapery & blinds.</i>						
8 Unisex RR	Floor	Existing				Base existing
	Walls	Existing				
	Trim	Existing				
	Ceiling	Armstrong Dune	White	24 x 24		
	Lighting	TEC		to match CUSI		See layout drawing
Drawing from SDE to follow showing walls to remove and reflected ceiling plan.						

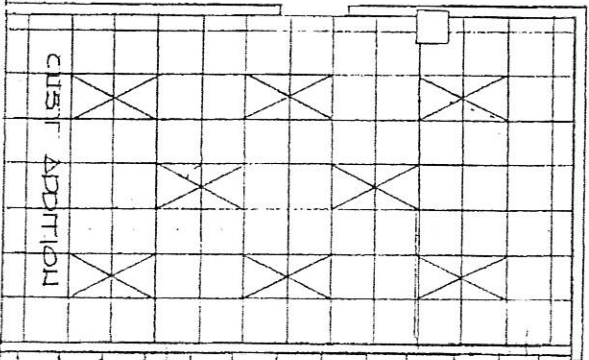
32
38



EXISTING CURB

LEASE SPACE

LEASE SPACE



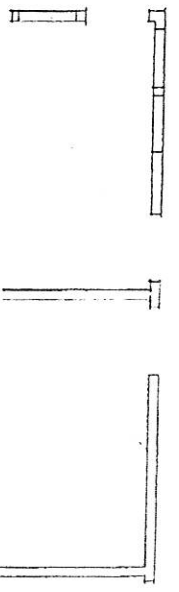
BACK HALL

EXIST. RECI

BACK HALL

EXIST. RECI

Handwritten initials/signature



LEASE SPACE

BUSINESS LEASE

THIS AGREEMENT made between MERCANTILE CENTER, LLC (the "Lessor") and CONTINENTAL UTILITY SOLUTIONS, INC., an Arkansas corporation (the "Lessee"), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease, and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises, said premises being hereinafter referred to as "Leased Premises":

Six Thousand Sixty One (6,061) square feet of floor space on the second floor of the former Regions Bank building, 300 South Church, Jonesboro, Arkansas.

TO HAVE AND TO HOLD the same unto the Lessee and unto the Lessee's successors and assigns, together with all privileges and appurtenances thereunto belonging, for the term and under the conditions hereinafter set forth.

1. **TERM.** The term of this lease shall be for a period of five (5) years. The lease term shall begin on March 1, 2008, or the dated when the construction for such space is completed and the Leased Premises are accepted by Lessee and shall continue for such five (5) year period.

2. **RENTAL.** As rental for the Leased Premises, Lessee shall pay to Lessor rental in the amount of Six Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$6,875.00) per month payable monthly in advance on or before the 1st day of each month during the term hereof.

3. **PURPOSE.** The Leased Premises shall be used by Lessee for office space and related uses. Lessee covenants and agrees with and unto Lessor that the Leased Premises will be used for those purposes and those related to them and no other, except with the prior written consent of Lessor. Lessee covenants and agrees that Lessee will not do or permit to be done anything in, upon, or about the Leased Premises that increases the hazard of fire beyond that which exists by reason of the uses and occupancy of the Leased Premises for the purposes mentioned. Lessee agrees to pay to Lessor, on demand, any increases in fire insurance premiums on the improvements and building which Lessor may be required to pay thereon by reason of any other use by the Lessee of the Leased Premises, and Lessee will not do or permit to be done anything within Lessee's control which would make the premises, or the improvements thereon, uninsurable in whole or in part. Lessee agrees that Lessee will not commit waste nor permit waste to be committed or done upon the Leased Premises.

4. **SECURITY DEPOSIT.** Lessor is not requiring a security deposit.

5. **LATE FEES; INTEREST; ATTORNEYS' FEES.** In addition to Rent and other charges described herein, Lessee shall be responsible for the following charges: (i) late fees in the amount of \$100.00 per month for each and every month in which Lessee fails to pay Rent before the 5th day of the month; (ii) attorneys' fees Lessor may incur in connection with Lessor's enforcement of any of Lessee's obligations under this Lease; and (iii) interest on any past due

Rent or other debt Lessee may have to Lessor under this Lease in the lesser amount of : (x) Eight percent (8%) per annum or (y) the maximum amount of interest permitted by Arkansas law. For purposes of calculating attorneys' fees, Lessor shall have sole discretion as to the choice and necessity of legal counsel to enforce such obligations.

Mark
6. UTILITIES. Lessor shall be responsible for charges for water and electricity. Lessee shall be responsible for telephone charges and any other telephone or utility charges specific to the operation of Lessee's business. Lessee shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

7. SMOKE FREE. Lessee acknowledges that the Regions Bank building in which the Lease Premises are located is a "smoke free" building. Lessee shall not permit smoking in the Leased Premises by its employees and also agrees to request that its clients, licensees and invitees refrain from smoking in the Leased Premises.

Mark
8. TAXES. Lessor shall pay all ad valorem taxes and assessments due to improvement districts or governmental bodies which may be levied, assessed or charged against the Leased Premises by reason of the real property and Leased Premises leased hereunder. Lessee shall be responsible for all taxes attributable to the property of Lessee on the Leased Premises and for all license, privilege, and occupation taxes levied, assessed, or charged against Lessee on account of the operation of the business from these Leased Premises.

9. REPAIRS. Lessor agrees that it will keep and maintain the exterior of the building on the Leased Premises, including the roof, walls, and exterior plumbing in good condition and repair. Lessor agrees to be responsible for the maintenance and normal operating condition of all heating, electrical and air conditioning equipment and interior plumbing on the Leased Premises. Lessor agrees to provide sufficient heating and air conditioning so that the Leased Premises may be maintained at seventy-two degrees (72E F). Further, Lessor shall provide and maintain facilities which shall allow Lessee to have access to electricity, telephone and broadband services as needed for Lessee.

Lessee at its own cost and expense shall maintain and keep the interior and the plate glass portions of the Leased Premises in as good repair as when the Leased Premises were received, or in their highest state of repair during the lease term, ordinary wear and tear and casualties beyond Lessee's control alone excepted, and Lessee shall return the Leased Premises at the expiration or termination of this lease in good order and condition, excepting only ordinary wear and tear and casualties beyond Lessee's control.

10. ALTERATIONS. Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the Leased Premises; provided, however, no alterations or changes of a structural nature shall be made without the prior written consent of Lessor.

11. FIXTURES. All trade fixtures installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the

expiration of this lease; provided, however, Lessee shall restore the Leased Premises and repair any damage thereto caused by such removal.

12. ACCEPTANCE OF LEASED PREMISES. This Lease Agreement is the continuation of a previous lease between the parties with the addition of 594 square feet of leased space. Lessee accepts the previous 5467 square feet of leased space "as is". Lessee will pay Lessor \$5,000.00 towards the build out of the additional 594 square feet of leased space upon execution of this agreement. Upon completion of the build out on the additional 594 square feet, Lessee accepts the additional 594 square feet of leased space "as is".

13. COMMON USE AREAS. (a) The "common use areas," as herein referred to, shall consist of all restroom facilities located on the second floor of the former Regions Bank building, hallways and foyer area in front of the elevator on the second floor, elevators, stairwells, parking areas other than for the principals or employees of the Lessee as provided herein, as well as the kitchen area and any other facilities available for common use, all as they may from time to time exist and be available to all the tenants in the former Regions Bank building, their employees, agents, licensees and invitees.

(b) Lessor shall, subject to events beyond its reasonable control, maintain, or cause to be maintained, the common use areas in good order and repair.

(c) It is understood and agreed that all expenses relating to furnishing, maintaining and operating the common use areas shall be the responsibility of Lessor.

14. PARKING. Lessor will provide up to twenty parking spaces for Lessee and its employees in the former Regions Bank parking lots, the location of said parking spaces to be designated by Lessor. It is agreed that clients and customers of Lessee may park in the areas that are designated for customers/visitors to Regions Bank.

15. UNTENANTABILITY. Should the improvements on the Leased Premises, or any part thereof, be rendered unfit for occupancy for the purposes for which they are hereby let, by reason of fire, windstorm, or other act of nature or unavoidable casualty, the rentals hereinabove stipulated to be paid by the Lessee, or such proportion thereof as is related to that portion of the improvements on the Leased Premises rendered untenable by reason of such damage, shall be remitted and abated by Lessor while the same remains unfit for occupancy and until the Leased Premises involved shall have been repaired or returned to tenantable condition. Provided, however, Lessor [or Lessee] may, upon the occurrence of any such casualty, elect to terminate this lease if the cost of replacing or repairing the improvements so damaged upon the Leased Premises equals or exceeds [fifty per cent (50%)] of the property damage insurance coverage maintained by Lessor thereon. Lessor shall in no way be liable or responsible for any damage to any property of the Lessee in or about the Leased Premises by reason of flood, water, fire, windstorm or other casualty or act of nature.

16. RIGHT TO LEASE. Lessor hereby warrants and covenants with and unto Lessee that it has an absolute and indefeasible right to lease the Leased Premises.

17. LESSOR'S INSPECTION RIGHTS. Lessor shall have the right to enter upon the demised Leased Premises for inspection purposes by giving reasonable notice to the Lessee.

18. SIGNS AND ADVERTISING. No sign, picture, advertisement, or notice shall be displayed on any part of the outside of such building or on or about the Leased Premises hereby demised without the previous consent, in writing, of the Lessor. If Lessee places a sign, picture, advertisement or notice on the building or on the Leased Premise without the approval of Lessor, Lessor may remove the same without notice to the Lessee at Lessee's expense. Upon termination of this lease, Lessee will remove any sign, advertisement or notice painted on or affixed to the Leased Premises, and restore the place it occupied to the condition which existed as of the date this lease takes effect. Lessor may place a "for rent" or "for sale" sign on the Leased Premises during the last thirty (30) days this lease is in force.

19. INDEMNITY AGAINST DAMAGE OR INJURY. Lessee agrees to defend, indemnify, and hold harmless the Lessor against any claim, expense, loss or liability as a result of any breach by Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of Lessee's use or occupancy of the Leased Premises, or as a result of the carelessness, negligence, or improper conduct of Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees. Lessee agrees to keep and maintain at all times during the term hereof, in full force and effect, with a company or companies acceptable to Lessor, insurance against third party liability by reason of Lessee's occupancy of the Leased Premises with limits of liability of \$1,000,000.00 combined single limit against claims for personal injury, death or property damage occurring in, on or about the Leased Premises, and Lessor shall be a named insured in such policies.

20. DEFAULT. Lessee shall be in default under the provisions of this lease agreement upon the happening of any of the following events or conditions:

(a) Failure to pay the rentals provided within five (5) days after the date the same become due;

(b) Failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed;

(c) Should the Lessee become insolvent, or become bankrupt, either voluntary or involuntary, or make any assignment for the benefit of creditors, or if a receiver be appointed for the benefit of Lessee's creditors, or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs, or if any levy of execution against the Lessee remains unsatisfied for a period of ten (10) days from and after the levy of the same.

After an event of default by Lessee occurs, Lessor shall give Lessee written notice thereof and Lessee shall have a period of fifteen (15) days to cure such default or to begin to cure such default if the cure is not susceptible of cure within such fifteen (15) day period.

Lessor shall be in default under the provisions of this lease agreement upon the failure of Lessor to keep or perform any of the covenants on the part of the Lessor to be kept or performed. After an event of default by Lessor occurs, Lessee shall give Lessor written notice thereof and Lessor shall have a period of fifteen (15) days to cure such default or to begin to cure such default if the cure is not susceptible of cure within such fifteen (15) day period.

21. REMEDIES IN THE EVENT OF DEFAULT. In the event of a default by Lessee (which has not been cured as provided), Lessor may at Lessor's option, declare this lease thereupon terminated, and Lessor shall have the right to enter upon and take possession of the Leased Premises, either with or without notice, and to evict and expel Lessee and any or all of Lessee's property, belongings, and effects therefrom, without legal process and without thereby being guilty of any manner of trespass either at law or in equity which remedy is in addition to any other remedies of Lessor either at law or in equity, including, without limitation, the collection of delinquent rents, possession of the Leased Premises, damages for breach of this agreement by Lessee, or otherwise. No delay in or failure to exercise any of the options herein granted to Lessor by reason of a default shall be a waiver thereof, and the waiver on one occasion of a default shall not be deemed a waiver of Lessor's right to exercise its remedies by reason of the same or a similar default at any later occasion.

22. AUTHORITY. Lessee has the authority to enter into this Lease and agrees the terms of this Lease may be enforced against it in accordance with its terms.

23. NO VIOLATION OF OTHER AGREEMENTS. Lessee's execution of the Lease does not, as of the Effective date of this Lease, nor will it during the term of this Lease violate the terms and conditions of any other agreement to which the Lessee is a party.

24. REMEDIES CUMULATIVE AND NOT EXCLUSIVE. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy, and the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statutes. Every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

25. WAIVER OF SUBROGATION. Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Premises, or covered by insurance in connection with the property or activities conducted on the Leased Premises, regardless of the cause of the damage or loss.

26. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease, nor sublet the Leased Premises or any part thereof, without the prior consent in writing of Lessor. The consent by Lessor to a particular assignment or subletting shall not be construed to relieve Lessee from the obligation to obtain the consent in writing of Lessor on any other or future assignment or subletting.

27. SURRENDER OF POSSESSION. At the end of the term of this lease, or upon earlier termination by Lessor in accordance with the options herein reserved, Lessee agrees to surrender possession of the Leased Premises without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damages Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the Leased Premises to such succeeding tenants. Lessee hereby waives any and all notice to which Lessee may otherwise be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the Leased Premises.

28. NOTICES. Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows:

LESSOR:

MERCANTILE CENTER, LLC
ATTN: MARK DUCKWORTH
3423 One Place
Jonesboro, AR 72404

LESSEE:

CONTINENTAL UTILITY
SOLUTIONS, INC.
Regions Bank Building, 2nd Floor
300 S. Church
Jonesboro, AR 72401

29. BINDING EFFECT. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, legal representatives and assigns, except as expressly limited otherwise herein.

30. HOLDING OVER. If Lessee remains in possession of the Leased Premises after the expiration of this lease without a new lease reduced to writing and duly executed, even if Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the Leased Premises only as a Lessee from month to month, subject to all the covenants, conditions and agreements of this lease.

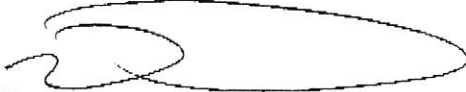
31. TIME OF ESSENCE. The time of the making of the payments and of the keeping of the covenants herein are of the essence of this agreement and the parties hereto so agree.

32. INTENT. The parties hereto agree that it is their intention hereby to create only the relationship of Lessor and Lessee, also referred to as Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

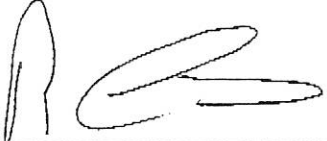
33. AMENDMENT. Only by written agreement of the parties may this lease be modified or amended in any manner whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18 day of January, 2008.

MERCANTILE CENTER, LLC

By: 

CONTINENTAL UTILITY SOLUTIONS, INC.

By: 

Mercantile Center
Second Floor Updates 2011

Revised May 31, 2011

Finish Schedule for Tate Construction:								
#	Room	Surface	Spec		Color		Comment	
1	CUSI	Floor	Bigelow	Datum	7927	Shale	24 x 24 Quarter turn	
		Border	Mohawk	Compliments/ solid		Commend Grey	12" or 1/2 tile	
		*Flooring dealer to present choices for the border similar to above selection in mod. tile						
		Base	Johnsonite		#20	Charcoal	Rubber base	
		Walls	Paint	SW6246	North Star	Eg-Shel		
		Trim	Paint	SW7032	Warm Stone	Semi-Gloss		
		Ceiling	Armstrong	Dune	White	24 x 24		
		Lights	TEC			To match CUSI	See layout drawing	
		door	glass					
2	Mens &	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile	
3	Womens	Walls	Paint				to be finalized	
		Trim	Paint				to be finalized	
		Ceiling	Armstrong	Dune	White	24 x 24		
		Lights	TEC			To match CUSI	See layout drawing	
		Sinks	Kohler		White	To fit hole		
		Faucets	Delta		Chrome		Claudia to select	
		Toilets	Kohler		White			
		Toilet seat	Kohler		White			
4	Back hall	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile	
		Walls	Paint	SW6246	North Star	Eg-Shel	remove wallpaper	
		Trim	Paint	SW7032	Warm Stone	Sem-Gloss		
		Ceiling	Armstrong	Dune	White	24 x 24		
		Lights	TEC			To match CUSI	See layout drawing	
5	Break rm.	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile	
		Walls	Paint	SW 6963	Sapphire		Check w/ Mike 1st	
		Trim	Paint	SW7032	Warm Stone	Sem-Gloss		
		Ceiling	Armstrong	Dune	White	24 x 24		
		Lights	TEC			To match CUSI	See layout drawing	
6	Lobby	Floor	Crossville	Now	4EG2 Moss	18 x 18	base cut from tile	
		Walls	Paint	SW6246	North Star	Eg-Shel	cover concrete block	
		Trim	Paint	SW7032	Warm Stone	Semi-Gloss		
		Ceiling	Armstrong	Dune	White	24 x 24		
		Lights	TEC			To match CUSI	See layout drawing	
		<i>Remove tiny office in front of restroom making lobby larger</i>						
7	Lease space	Floor	remove carpet & tile					
		Walls	remove wallpaper					
		Trim						
		Ceiling	remove ceiling & lights					
7	Notes:	<i>Remove wall right of main entrance to dumb waiter. Remove all wall cabinets</i>						
		<i>Remove cork on interior wall. Remove interior wing wall by cabinets & cork.</i>						
		<i>Remove cornice boards on windows. Leave drapery & blinds.</i>						

Mercantile Center
Second Floor Updates 2011

Revised May 31, 2011

8	Unisex RR	Floor	Existing				Base existing
		Walls	Existing				
		Trim	Existing				
		Ceiling	Armstrong	Dune	White	24 x 24	
		Lighting	TEC			to match CUSI	See layout drawing
Drawing from SDE to follow showing walls to remove and reflected ceiling plan.							



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Signature Copy

Ordinance: O-EN-007-2013

File Number: ORD-13:006

Enactment Number: O-EN-007-2013

AN ORDINANCE TO MODIFY THE LEASE AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS, INC. AND DECLARING AN EMERGENCY TO ALLOW THE LESSEE TO MOVE FORWARD WITH THE RENOVATIONS TO THE ADDITIONAL SPACE SO THAT ALL RENOVATIONS WILL BE COMPLETED BEFORE THE CITY OCCUPIES THE BUILDING.

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

Whereas, the City of Jonesboro took over the Lease Agreement with Continental Utility Solutions, Inc., as a part of its acquisition of the Mercantile Bank Center authorized in Ordinance 12-047; and

Whereas, the City of Jonesboro now desires to modify that original Lease Agreement to expand the square footage being leased, establish the additional rent to be charged for the additional square footage, and to set the term of the lease. In addition the modification includes improvements to be made to the property by the Lessee and the amount of credit to be given against the rental sum. All specifications of the modification are set out in the attached Lease Modification; and

Whereas, it is in the best interest of the City of Jonesboro that the City Council authorize the Mayor and City Clerk to modify this Lease Agreement.

THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas that:

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a Lease Modification with Continental Utility Solutions, Inc.

Section 2: It is further found that there is an immediate need to modify this Lease Agreement to allow the Lessee to move forward with the renovations to the additional space so that all renovations will be completed before the City occupies the building, therefore an emergency is declared to exist and this Ordinance shall take effect from and after its passage and approval.

PASSED AND ADOPTED this 19th day of February, 2013.

ATTEST:

LEASE MODIFICATION

Comes now the City of Jonesboro, Lessor and Continental Utility Solutions, Inc., Lessee and enter into a Lease Modification as follows:

(1) That City of Jonesboro, Lessor is the successor in interest to a Lease Contract previously entered into by Lessee and Mercantile Center, LLC, dated 27th day of June, 2011.

(2) That City of Jonesboro, Lessor and Continental Utility Solutions, Lessee, desire to modify the existing lease as following:

(a) SQUARE FOOTAGE: That Lessee hereby agrees to lease an additional 2094 Square feet of space on the second floor of Municipal Center. This shall be in addition to the 6426 square feet already under lease. Total space equals 8520 square feet.

(b) RENTAL: That the additional space being leased hereunder shall be charged at the rate of thirteen dollars (\$13.00) per square foot for a total of two thousand two hundred sixty eight dollars and fifty cents (\$2,268.50) per month. Said sum is in addition to the rent currently being paid on the original six thousand four hundred and twenty six square feet (6426) currently being leased.

(c) i IMPROVEMENTS: That lessee shall be responsible for the renovation of the new space being leased to finish out said space in a manner comparable to the existing space. Said improvements are being estimated at eighty four thousand four hundred thirty four dollars and fifty six cents (\$84,434.56) Said sum shall be pursuant to a bid proposal attached hereto as Exhibit "A". Lessee shall receive credit against the rental sum for the amount of said improvements, up to a maximum of \$84,434.56.

(c) ii Further, the Lessor shall receive copies of pay requests direct from the contractor doing the improvements, to document expenditures.

(d) TERM: The lease term of the additional space shall be for a period of thirty seven (37) months from the completion of construction set forth on Exhibit "A", referenced above, provided however, that said improvements commence within two weeks of execution of this lease modification and proceed to completion within a reasonable time frame. Further said term of (37) months is based on the expenditure of \$84,434.56. Term shall be pro-rated against the actual expenditure if less than the bid sum.

(3) That the notice provisions set out in paragraph twenty six (26) are amended as follows:

LESSOR:

CITY OF JONESBORO

515 W. Washington Avenue
Jonesboro, Arkansas 72401

ATTN: Harold Perrin, Mayor

LESSEE:

CONTINENTAL UTILITY SOLUTIONS, INC.
300 S. CHURCH STRET; 2ND. FLOOR
JONESBORO, ARKANSAS 72401

ATTN: MICHAEL GUERRIERO

(4) That those provisions of the original lease dated June 27, 2011 between Mercantile Center LLC and Continental Utility Services, Inc. shall remain full force and effect, except as modified herein.

LESSOR:

CITY OF JONESBORO

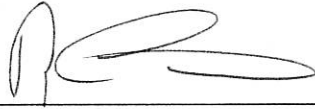
BY: HAROLD PERRIN, MAYOR

ATTEST:

DONNA JACKSON, CITY CLERK

LESSEE:

CONTINENTAL UTILITY SOUTIONS, INC



BY: MICHAEL GUERRIERO