

BUSINESS LEASE

THIS AGREEMENT made effective as of March 1, 2006 (the "Effective Date") between MERCANTILE CENTER, LLC, an Arkansas limited liability company (the "Lessor"), and BARRETT & DEACON, A PROFESSIONAL ASSOCIATION, an Arkansas corporation (the "Lessee"), based on the mutual promises, undertakings, covenants and conditions set forth herein:

WITNESSETH:

1. PREMISES. 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:

- (a) Ten Thousand Forty (10,040) square feet of finished floor space (the "Finished Space") on the third floor of the Regions Bank building, 300 South Church, Jonesboro, Arkansas (the "Building");
- (b) All of the unfinished space located on the south side of the Building as indicated on Exhibit A attached hereto (the "Unfinished Space"); and
- (c) The remainder of the floor space on the third floor of the Building consisting of the lobby area outside the elevator area (the "Third Floor Common Area").

The Finished Space, Unfinished Space and Third Floor Common Areas are together referred to as the "leased premises."

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.

2. TERM.

(a) Initial Term. The term of this lease shall be for a period of five (5) years, commencing on the Effective Date and ending on February 28, 2011, unless further extended as provided herein.

(b) Extended Terms. Upon the expiration of the Initial Term of this Lease, and provided that Lessee is not then in default under the terms of the Lease, Lessee shall have successive options to extend the term of this Lease for two (2) successive terms of two (2) years each (the "Extended Terms"). In order to exercise such options, Lessee must give Lessor notice in writing at least sixty (60) days prior to the expiration of the term then in effect that it intends to extend the term of this Lease. The Extended Terms hereunder shall be subject to all the terms

and conditions of this Lease, except as to the rental amount which shall be as set forth in paragraph 3(b) below and subject to the provisions of paragraph 39 below.

3. RENTAL. As rental for the leased premises, Lessee shall pay to Lessor the following sums:

(a) Initial Term. The sum of Ten Thousand Forty and 00/100 Dollars (\$10,040.00) per month for the Finished Space and the sum of Four Hundred Eighty-nine and 33/100 Dollars (\$489.33) per month for the Unfinished Space and Third Floor Common Areas Space, for a total monthly rental of Ten Thousand Five Hundred Twenty-Nine and 33/100 Dollars (\$10,529.33) ✓ payable monthly in advance on or before the 1st day of each month during the term hereof.

(b) Extended Terms. The rental for any Extended Term shall be the same as the rental rate for the Initial Term plus any percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for All Items from the first month of the Initial Term to the first month of the first Extended Term and, if the lease is extended for a second Extended Term, the first month of the First Extended Term to the first month of the second Extended Term.

4. PURPOSE. The leased premises shall be used by Lessee for the practice of law 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, which shall not be unreasonably withheld. 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 leased 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.

5. SECURITY DEPOSIT. Lessor is not requiring a security deposit.

6. 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) reasonable attorneys fees Lessor may incur in connection with Lessor's enforcement of this Lease caused by any event of default of Lessee 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: (a) Eight percent (8%) per annum or (b) the maximum amount of interest permitted by Arkansas law.

7. DAMAGES TO LEASED PREMISES. If the leased premises are destroyed by fire or other casualty to the extent that the cost of restoring the leased premises to its condition immediately prior to such damage shall equal or exceed fifty percent (50%) of its value immediately prior to such damage, as determined by estimates of damages compiled by Lessor's insurance carrier, the Lessor may, at its election, (a) proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction, or (b) cancel the lease as of the date of such damage or destruction by written notice not less than thirty (30) days after such damage or destruction. Should the Lessor elect to repair or restore the leased premises, all rent shall abate from the date of the casualty until the leased premises are repaired or restored and possession has been redelivered to the Lessee. Should the Lessor elect to cancel, then the rent shall be adjusted as of the date on which the casualty occurs.

8. PEST CONTROL. Lessor, at its expense, shall provide monthly pest control and Lessee shall allow access at all reasonable times to pest extermination contractors as Lessor may request.

9. UTILITIES. Lessor agrees to cause the necessary mains, conduits, and other facilities to be provided to the leased premises to provide water and electricity. Lessor shall be responsible for charges for water and electricity to the leased premises. 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.

10. SMOKE FREE. Lessee acknowledges that the Building 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.

11. 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 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 on the leased premises.

12. REPAIRS AND MAINTENANCE.

(a) The Lessee shall, during the term of this lease, at its expense, keep the interior of the leased premises in good order and repair, reasonable wear and tear and damage by accidental fire or other casualty not within the control of Lessee excepted.

(b) The Lessor during the term of this lease shall keep the structural supports, exterior walls, roof and glass windows of the leased premises in good order and repair. Cleaning of the building glass windows also shall be the responsibility of Lessor.

(c) The Lessor shall maintain in a good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air conditioning and electricity located on the third floor of the Building. In the event any of the utility services, plumbing, toilet facilities and any equipment supplying the above mentioned utilities are in need of repair or replacement during the term of the lease, Lessor shall be responsible for the costs of repair or replacement and shall see that such repair or replacement is made without undue delay after receiving notice of necessity from Lessee.

13. ALTERATIONS. Lessee shall have the right and privilege to make, at Lessee's expense, except as otherwise provided herein, 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.

14. 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.

15. ACCEPTANCE OF LEASED PREMISES. It is expressly understood and agreed by the Lessee that it is leasing the leased premises in its current condition and that if the plumbing or electrical wiring proves to be inadequate for its purposes that it may, at its own expense, have such required additional plumbing and electrical wiring installed.

16. COMMON USE AREAS. (a) The "common use areas," (excluding the Third Floor Common Area) as herein referred to, shall consist of all elevators, stairwells, parking areas, 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 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.

(d) The "common use areas," as herein referred to, shall consist of all hallways and foyer area in front of elevator on the first floor, elevators, stairwells, parking areas, 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 Building, their employees, agents, licensees and invitees.

17. PARKING. Lessor will provide up to twenty parking spaces for Lessee and its employees in the Building 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 the Building.

18. 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, other act of nature or unavoidable casualty, or Lessor's breach of its obligations hereunder, 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 or breach, 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.

19. 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.

20. LESSOR'S INSPECTION RIGHTS. Lessor shall have the right to enter upon the leased premises for inspection purposes by giving reasonable notice to the Lessee.

21. SIGNAGE. Lessor has no obligation to Lessee to install or maintain any exterior or interior signage identifying Lessee's offices. Lessee shall not be permitted to place an exterior sign identifying Lessee's office. However, for purposes of identification of Lessee's offices and subject to the prior approval of Lessor, Lessee shall be permitted to place an interior sign in the common areas of the Building located on the Church Street side which would be in proximity to the elevator and also on a wall of the common area on the third floor of the Building.

22. INDEMNITY AGAINST DAMAGE OR INJURY. (a) By Lessee. 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.

To facilitate the provisions hereof, the Lessee shall keep and maintain at all times during the term of this Lease, or any extension hereof, in full force and effect with a company or companies acceptable to Lessor, insurance against third party liability by reason of the Lessee's occupancy of the leased premises with limits of liability thereunder of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate for both personal injury and property damage and \$5,000.00 medical pay coverage per person, with all related coverages. Such policies shall name Lessor as an additional insured. Upon execution of this Lease, Lessee shall deliver to Lessor certificates of insurance evidencing the insurance required to be maintained by Lessee hereunder and, within thirty (30) days before any such insurance expires,

certificates evidencing its renewal. Each policy shall provide that the insurance company will not cancel such policy or change its coverage without giving Lessor at least ten (10) days prior written notice.

(b) By Lessor. Lessor agrees to indemnify and hold Lessee harmless from any and all claims, liabilities, actions, expenses, losses, or damages whatsoever on account of or in connection with any loss, injury, death, or damage to persons or property or business arising out of or caused by any act or omission of Lessor with respect to the leased premises. Lessor shall further indemnify and hold Lessee harmless from and against the performance of any covenant or agreement to be performed by Lessor pursuant to the terms of this Lease, and from and against any act or negligence of Lessor or its agents, contractors, employees, or invitees. In addition, Lessor shall hold Lessee harmless from and against all costs, attorneys' fees, expenses, and liabilities incurred in connection with any claim or any action or proceeding brought or in any way connected with the matters against which Lessor has agreed to hold Lessee harmless.

To facilitate the provisions hereof, the Lessor shall keep and maintain at all times during the term of this Lease, or any extension hereof, in full force and effect with a company or companies acceptable to Lessor, insurance against third party liability by reason of the Lessor's ownership of the leased premises with limits of liability thereunder of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate for both personal injury and property damage and \$5,000.00 medical pay coverage per person, with all related coverages. Such policies shall name Lessee as an additional insured. Upon execution of this Lease, Lessor shall deliver to Lessee certificates of insurance evidencing the insurance required to be maintained by Lessor hereunder and, within thirty (30) days before any such insurance expires, certificates evidencing its renewal. Each policy shall provide that the insurance company will not cancel such policy or change its coverage without giving Lessee ten (10) days' prior written notice.

23. LESSEE'S DEFAULT. Lessee shall be in default under the provisions of this lease agreement upon the happening of any of the following events or conditions if after written notice from the Lessor, Lessee fails to cure such default within ten (10) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 10 days):

- (a) Failure to pay the rentals provided herein at the times, in the amounts and in the manner set forth or within five 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.

24. LESSOR'S REMEDIES IN THE EVENT OF LESSEE'S DEFAULT. In the event of a default by Lessee, during the term hereof, 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

25. ACCELERATION OF RENT. Lessor may declare the Rent for the entire balance of the Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Lessee as though such amounts were payable in advance on the date the Event of Default occurred.

26. LESSOR'S DEFAULT. If Lessor defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Lessee, Lessor fails to cure such default within ten (10) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 10 days), then the Lessee may, at its option (but shall not be required to do so), perform the same for the account of the Lessor and any amount paid or expenses incurred by the Lessee in the performance thereof shall be deemed prepaid rent and shall be deducted from the next installment and successive installments of rent that become due. Additionally, if the Lessor defaults in performance of this Lease, or if Lessor shall make an assignment for the benefit of creditors, or if the interest of the Lessor in the leased premises shall be sold under execution or other process of law, or if the Lessor shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Lessor by any Court, and, after written notice from the Lessee, Lessor fails to cure such default or condition within ten (10) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than ten (10) days), then the Lessee may terminate this Lease without further notice to Lessor.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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:

LESSEE:

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

BARRETT & DEACON, A
PROFESSIONAL ASSOCIATION
P.O. Box 1700
Jonesboro, AR 72403

34. 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.

35. 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.

36. 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.

37. INTERPRETATION. The parties hereto agree that it is their intention hereby to create only the relationship of Lessor and Lessee, also referred to as Lessor and Lessee, 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.

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

39. OPTION FOR UNFINISHED SPACE. At any time on before December 31, 2008 (the "Improvements Deadline"), Lessee shall have the option to request Lessor finish out the Unfinished Space for occupancy by Lessee on such terms and conditions as may be agreed upon between Lessor and Lessee. The improvements to the Unfinished Space shall be completed by Lessor according to plans and specifications mutually acceptable to Lessor and Lessee (the "Plans"), but using the same or substantially similar quality of materials as contained in the construction of the Finished Space. If Plans are agreed upon, the construction shall be undertaken by Lessor, at Lessor's expense, by a contractor selected by Lessor and the parties shall amend this lease in accordance with their agreement.

40. RIGHT OF FIRST REFUSAL. If by earlier of a) the Improvements Deadline, or b) ninety (90) days after notice by Lessee of its intent to exercise the improvements option described in paragraph 39 above, the improvements have not commenced or the parties have not reached agreement upon the Plans, then Lessor shall have the option to lease the Unfinished Space, but not the Third Floor Common Areas, to a third party. Provided, that Lessee shall have a right of first refusal to lease any of such Unfinished Space upon the same terms and conditions as provided herein except that the rental rate shall be as agreed in a bona fide agreement between Lessor and the third party. Lessor shall notify Lessee of its intent to exercise its option to lease all or any portion of the Unfinished Space, together with details concerning the rental rate of the proposed lease and Lessee shall be required to exercise its right of first refusal within thirty (30) days from the date of receipt of written notice from Lessor that it will lease the space to the third party.

41. CONSTRUCTION AND CONDITION OF LEASED PREMISES. On or before January 31, 2008, Lessor agrees to update the decor in the first floor common area and to provide a new directory to advertise the tenants in the Building.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the 1st day of March, 2006.


LESSOR:

LESSEE:

MERCANTILE CENTER, LLC

BARRETT & DEACON, A
A PROFESSIONAL ASSOCIATION

By: 

By: 

BARRY DEACON
RALPH W. WADDELL
PAUL D. WADDELL
KEVIN W. COLE
ROBERT S. JONES*
ROBERT J. GIBSON
ALFRED E. ANGULO, JR.
J. BARRETT DEACON+
S. SHANE BAKER
PAMELA A. HAUN++
BRANDY L. BROWN**
ANDREW H. DALLAS
JASON M. MILNE
M. SCOTT JACKSON
W. CURT HAWKINS*

BD
BARRETT & DEACON
A Professional Association

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J.C. DEACON
Of Counsel
JOE C. BARRETT
(1897-1980)

* Also licensed in Missouri
++ Also licensed in Tennessee
* Master of Laws in Taxation
** Master of Laws in Agricultural Law

October 11, 2010

rwaddell@barrettdacon.com

Writer's Direct Dial 870-336-8226

Via Certified Mail - Return Receipt Requested

Mercantile Center, LLC
Attn: Mark Duckworth
3423 One Place
Jonesboro, AR 72404

Re: Business Lease Agreement

Dear Mark:

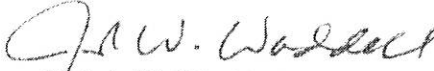
This letter is in reference to the Business Lease Agreement dated March 1, 2006, between the Mercantile Center, LLC and Barrett & Deacon P.A.

Pursuant to paragraph 2(b), this letter will serve as written notice that we do not desire to renew the term of the existing lease beyond the current term.

Please contact me if you have any questions.

Sincerely,

BARRETT & DEACON, P.A.


Ralph W. Waddell

RWW/kc

FRUSERS\RWW\BARRETT\mercantile center.ltr