

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered as of July _____, 2022 ("effective date") by and between Industrial Destination LLC with its corporate office located at 2516 Dr. Martin Luther King Jr Drive in Jonesboro, AR (hereinafter referred to as the "Landlord") and City of Jonesboro with its office located at 300 South Church Street, Jonesboro, AR 72401, (hereinafter referred to as the "Tenant"), upon the terms and conditions contained herein.

DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant and Tenant leases from Landlord office and warehouse space consisting of approximately 7,500 square feet and located on the ground floor of said building.

(hereinafter referred to as the "Premises"). The Lease shall include the use of the outside parking area on the north and east sides of the building and all sidewalks, adjacent to such building described herein.

The Premises is leased in "as is" condition. This building has another tenant in the upstairs portion of the building that has its own entrances and will be sharing the parking lot on this property. The entire property is approximately 1.01 acres, Lot 29 of West Washington Business Complex, Phase II.

Currently there is a tenant in place in the building for the upstairs portion of the building that consists of approximately 1750 square feet. Their lease term runs through November 2023. Should the city determine that they need the upstairs space in the future, they will need to notify the Landlord before July 1, 2023 so as to give the upstairs tenant time to relocate. Then the upstairs tenant's lease will not be renewed, and the City of Jonesboro may have the option to lease this additional space upstairs for \$1500 per month after November 2023. The additional space and rent will run concurrently with the balance of the City's initial lease of the building.

LEASE TERM

The term of this lease will be sixty (60) months (5-years), commencing on Aug 1, 2022 (the "Commencement Date"), and ending on July 31, 2027, at 12:00 midnight (the "Term"). Termination of the Lease by the Tenant at any time during the Term will result in an obligation by the Tenant to pay an amount equal to one hundred percent (100%) of the remaining lease amount at that time.

CHARGE

During the Term of this Lease, the Tenant shall pay Landlord sixty (60) monthly rent installments ("Monthly Rent"), due in advance or on the first day of each calendar month (the "Due Date"), for the Premises without deduction, demand or offset, except as otherwise set forth herein, as follows:

Months 1-24 of this lease term \$5,200 per month

Months 25-36 of this lease term	\$5,700 per month
Months 37-48 of this lease term	\$6,200 per month
Months 49-60 of this lease term	\$6,700 per month

There are no lease renewal options offered at this time.

Should the Term commence or terminate on a day other than the first day or last day of a calendar month the Monthly Rent shall be prorated.

Invoices for Monthly Rent shall be emailed to the Tenant by the Landlord no later than ten (10) days prior to the Due Date. All Monthly Rent payments shall be payable to: Industrial Destination LLC, 2516 Dr. Martin Luther King Jr Drive, Jonesboro, AR 72401.

In the event Tenant should fail to pay any rental installment within five (5) days of Due Date thereof, there shall be added to any such installment a late charge of \$100.00 per day for every day said rental installment shall remain unpaid. Such charges shall be retroactive to the first (1st) day of the month or the due date.

SECURITY DEPOSIT

The Landlord agrees to waive the Security Deposit because of the fact that the City of Jonesboro pledges to make any necessary repairs to the building to return it to its original state at the end of the lease term. See below sections on Damages and Destruction.

USE

The Premises shall be used by Tenant for business purposes in conducting its normal day-to-day business operations, including, but not limited to City of Jonesboro Business and not for any other purposes without the prior written consent of Landlord. Should the City of Jonesboro decide to make a change of use from the initial use, they will notify the Landlord 30 days prior making the change.

As Applicable, Tenant shall be responsible for securing a certificate of occupancy or an occupancy permit with respect to its use of the Premises prior to occupancy.

PREMISES TAXES & INSURANCE

The Landlord shall be responsible for paying all taxes concerning the structure and grounds of the Premises, including property taxes during the term of this Lease. Tenant shall be responsible for all taxes attributed to the personal or business property of Tenant on the Premises and for all license, privilege and occupation taxes, levied, assessed, or charged against Tenant on account of operation of Tenant's business on the Premises. The Landlord shall be responsible for the cost of insuring (as it sees fit) the structure and grounds of the Premises during the Term of this Lease.

UTILITIES

Tenant shall pay for the cost of all utility services on the Premises and shall hold Landlord harmless therefrom. As for telephone, fax, and internet services, the Tenant will have complete responsibility for arrangement and payment of such service(s).

During winter/cold months the Tenant shall keep the temperature above 32 degrees (F) at all times inside the Premises to prevent water pipes from freezing.

CONDITION OF LEASED PREMISES

Tenant hereby accepts the Leased Premises in its condition existing as of the Commencement Date and subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Leased Premises, and any easements, covenants, restrictions, or other matters of record applicable to the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby. The Tenant will be responsible for the upkeep of the yard, trimming of shrubs, as well as cleaning the property's exterior to maintain a favorable appearance. The Tenant will also be responsible for all snow removal of the parking lot. The Tenant will be responsible for the costs and construction of all improvements necessary for their operations and daily use of the property. All improvements must comply with state and city ordinances and current building codes.

SECURITY SYSTEM(S)

Security for theft and fire protection shall be implemented, supported, and maintained at Tenant's sole expense. Landlord will not be liable or responsible for the benefit, use of, or the results from use of an electronic security surveillance system(s) at the Premises. All methods of security required by the Tenant at the Premises and maintenance/testing thereof shall be the Tenant's responsibility during the term of this Lease.

NON-LIABILITY OF LANDLORD AND TENANT FOR DAMAGES

Landlord will not be liable for assets stored or used by the Tenant or its employees, customers, or vendors on the Premises during the Term of this Lease and Landlord will not provide any kind of insurance for these assets stored or used on the Premises. Any damage to such Tenant assets caused by natural disaster (flood, tornado, lightning, earthquake, wind, rain, ice, sleet, snow, and etc.), fire, theft, vandalism, water damage, roof leaks, floor puddling, fire-sprinkler prevention system function-malfunction-damage, or any other uncontrolled disaster will be Tenant's responsibility.

Landlord is not responsible or liable for the condition of any asset or item received, produced, stored, or shipped at the Premises. The Landlord will not be responsible for the quality, quantity, or well-being of any stored asset as it moves in and out of the Premises.

Landlord will not be responsible for damages to the Premises caused by Tenant's neglect for securing the Premises. As possessor of the Premises and during this Lease term, the Tenant has a duty to police the Premises with a reasonable diligence in securing the property against reasonably foreseeable crimes (i.e. secure: exterior walk-through doors, overhead doors, windows, gates, etc., activate security system on exit, and turn on night time exterior lighting).

Landlord will not be responsible or liable for any personal injury to any of the Tenant's personnel or any person affiliated with the Tenant, inside the Premises, on

equipment, or anywhere on the grounds outside the Premises. Tenant shall hold Landlord harmless from any and all liability, loss, or other damage claims or obligations resulting from any personal injuries or losses.

Tenant shall defend and hold Landlord harmless from, any and all expense, claims, or liability arising from: (a) the use of the Premises by the Tenant; (b) the conduct of the Tenant's business or anything else done or permitted by the Tenant to be done in or about the Premises and grounds; (c) any breach or default in the performance of Tenant's obligations under this Lease Agreement; (d) any misrepresentation or breach of warranty by Tenant under this Lease Agreement; or (e) other acts or omissions of Tenant, its agents, employees, vendors, customers, visitors, and business invitees.

The Landlord shall defend and hold Tenant harmless against any and all expense, claim, loss or liability as a result of any breach by the Landlord or Landlord's agents of any covenant or condition of this Lease, or the carelessness, negligence, or improper conduct of the Landlord or Landlord's agents.

WAIVER OF CLAIMS

Landlord shall not be liable to Tenant, or to Tenant's employees, visitors, or to any other persons, for damage to persons or property caused by any act, omission, or neglect of Tenant, or any co-tenant of Tenant at the Premises.

Tenant shall not be liable to Landlord, or to Landlord's employees, visitors, or to any other persons, for damage to persons or property caused by any act, omission, or neglect of Landlord.

REPAIRS and MAINTENANCE

Landlord shall have no obligation of repair or maintenance to or for the Premises other than for the repair and maintenance of the structural systems, to include roof, exterior walls, foundation, and HVAC, as well as any normal pre-commencement existing utility services coming to the Premises; all which must be reported to Landlord in a timely manner if need of repair is found by Tenant. Tenant at its sole expense, shall promptly make all other necessary repairs and replacements to the Premises, whether interior or exterior, ordinary or extraordinary, or structural or nonstructural, as and when necessary. Such obligation shall include but not be limited to repairs and maintenance to the pipes, plumbing systems/fixtures, electrical systems, interior lighting, exterior lighting, doors and doorways, windows, glass, fixtures, and all equipment used in connection with the Premises, and the driveways, parking lots, sidewalks and curbs, parking spaces, adjoining or appurtenant thereto. The quality and class of all repairs and replacements shall be at least equal to that of the original work. If Tenant defaults in making such repairs or replacements within a reasonable amount of time, Landlord may make them for Tenant's account, and all expenses thereof shall constitute and be collectible as additional rent. All reasonable sums so paid by

Landlord and all reasonable costs and expenses (including, without limitation, attorney's fees and expenses) so incurred, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment of the expense, shall constitute additional rental payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

QUIET ENJOYMENT

Landlord covenants and warrants that so long as Tenant is not in material default hereunder, Tenant shall have quiet enjoyment of the Premises and peaceably and quietly have, hold, occupy and enjoy the Premises pursuant to the terms of this Lease and shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

NON-DISTURBANCE

Landlord represents and warrants that other than Tenant and Landlord, no parties have an interest (whether secured or unsecured) in the Premises. In the event of a sale of the Premises, Landlord shall notify Tenant with the name of the new owner, along with the closing date of such sale.

So long as Tenant is not in default in the payment of Monthly Rent, (i) Tenant's possession of the Premises and Tenant's rights and privileges under this Lease, or any extensions or renewals thereof shall not be diminished or interfered with by Landlord, (ii) Tenant's occupancy of the Premises shall not be disturbed by Landlord for any reason whatsoever during the Term or any extensions or renewals thereof, and (iii) Landlord will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under this Lease because of any default under a mortgage.

LAW, ORDINANCES, ETC.

Tenant agrees to comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation or use thereof and furthermore agrees to comply with the regulations or requirements of any insurance underwriter, inspection bureau or similar agency with respect to the Premises.

Tenant agrees to keep the Premises in compliance with all local and state fire codes and regulations thereof required.

Tenant agrees not to: (1) permit any unlawful or immoral practice to be carried on or committed on the Premises; (2) make any use of or allow the Premises to be used for any purpose other than that permitted under paragraph-6 "USE"; (3) keep or use or permit to be kept or used on the Premises any inflammable fluids (other than those normally kept, used or sold by Tenant) explosives, or hazardous material without the written permission of the Landlord first obtained; (4) use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Premises; (5) deface or injure the Premises; (6) commit or suffer any waste; or (7) install any electrical equipment that overloads the lines.

DAMAGES

Any damages to the Premises including but not limited to interior and exterior walls, the roof, support columns, foundation, offices, doors, windows, dock-doors, dock-

equipment, plumbing items, sidewalks, retaining walls, light fixtures, heater units, a/c units, electrical system, sprinkler/fire protection system or any equipment owned by the Landlord affixed to Premises or grounds outside including but not limited to fences, guard rails/columns, parking lots, drive ways, yard, ditches, gates, lawns, landscaping, light poles, water valves, electrical fixtures, sewer system, and etc. caused by the Tenant, its employees, vendors, customers, or any affiliates of the Tenant will be repaired at the expense of the Tenant. In the event such damage is caused, and the Tenant does not repair such damage within a reasonable amount of time, upon such notice from Landlord, Landlord may elect to have such items repaired and invoice Tenant for such repairs with payment due within ten (10) business days of Tenant's receipt of such invoice.

DAMAGE AND DESTRUCTION

If the Premises or any part thereof or any appurtenance thereto is so grossly damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant or Landlord shall have the right, within thirty (30) days following damage, to elect by notice to the other to terminate this Lease as of the date of such damage. Landlord shall have reasonable time to make such repairs or remedy the issue and if during this time Tenant is unable to run normal operations, Tenant will not be required to pay Monthly Rent during such remediation period. Once repaired, Tenant would be obligated to begin making regular Monthly Rent payments. If Tenant elects to terminate this Lease, Tenant shall be responsible to remove all fixtures, furnishings, and equipment (Tenant's property) and make all necessary repairs to return the property to its original state, within a reasonable time period not to exceed 45 days. If repairs are not made to return the property to its original state, then the landlord may elect to have the repairs completed with the tenant being responsible for the costs thereof.

ENVIRONMENT

Tenant agrees to use the Premises in compliance with all applicable federal, state, and local environmental laws, ordinances, rules and regulations (hereinafter, "Environmental Laws"). The term "hazardous materials" means any substances identified as hazardous wastes, hazardous materials, or hazardous substances under Environmental Laws, and includes, but are not limited to, gasoline and petroleum products, asbestos, polychlorinated biphenyls, radioactive materials, flammable explosives, and toxic substances. Tenant will not store any hazardous materials at the Premises unless Tenant does so in compliance with all applicable Environmental Laws. Tenant shall be solely responsible for cleaning up and remediating any hazardous material leakage and or violations of Environmental Laws caused by Tenant, Tenant's employees, Tenant's vendors, or Tenant's customers at the Premises or the adjacent grounds. Tenant shall indemnify and hold Landlord harmless from any loss, claim, liability or expense (including, without limitation, reasonable attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and restoration expenses) arising in connection with Tenant's failure to comply with Environmental Laws during the term of this Lease.

Landlord will defend and hold Tenant harmless for any hazardous materials which existed prior to Tenant's occupancy or were caused by Landlord, other tenants, past tenants-occupants-owners before, during, or after Tenant's occupancy.

Tenant, at Tenant's option, shall be permitted by Landlord to perform a Phase I and Phase II environmental to establish a baseline of any preexisting conditions at the Premises. Tenant will provide Landlord a copy of such environmental baseline, if performed.

SAFETY

All safety requirements by the Tenant as well as federal, state, and local safety requirements, including OSHA, for Tenant's use of the Premises will be met at the Tenant's arrangement and expense. Tenant may use any safety item already installed, displayed, or attached at the Premises at Tenant's risk and cost of maintaining.

Tenant acknowledges that "smoking" is prohibited in all areas of the Premises except in areas, if any, outside the 7,500 square foot Building.

CHANGES AND ADDITIONS

Any changes or additions to the Premises and the grounds surrounding the Premises required by Tenant will need to be approved by Landlord and paid by the Tenant. Such changes could include but are not limited to storage facility, signs, awnings, marquees, or other structures projecting from or on the exterior of the Premises. Changing the structure of the building or offices in any way (moving walls, doors, windows, fans, & etc.), the addition or the moving of any electrical, phone, water, sewer, gas, or cable line at the Premises will need to have approval of the Landlord.

ALTERATIONS AND IMPROVEMENTS

All alterations and improvements to the Premises required by the Tenant will be arranged and paid for by the Tenant. Alterations and improvements may include, but are not limited to physical construction, equipment installation, remodeling, addition of safety equipment, signs, and markings, addition of windows or doors, changing or upgrading of equipment (HVAC, dock, electrical), machine pits, additional truck parking, and addition of electrical equipment and fixtures at the Premises required by the Tenant.

Any alteration or improvement made to the Premises by the Tenant must be approved by the Landlord before the Tenant may proceed with such. Landlord's consent shall not unreasonably be withheld for such alterations or improvements. At the point the Tenant vacates the Premises, all alterations and improvements will stay with the Premises and becomes the property of the Landlord and shall remain upon and be surrendered with the Premises without molestation or injury. Tenant may remove its equipment or trade fixtures provided any damage done to the Premises in the installation or removal of any such equipment or trade fixtures is promptly repaired by Tenant, and if not repaired by Tenant within 45 days, Landlord may repair same, and Tenant shall pay the cost thereof.

LIENS

Tenant agrees to pay promptly for any work or materials provided by laborers or materialmen on or about the Premises, and to promptly pay all local, state and federal taxes, including, but not limited to, sales taxes, and the like related to such work and materials. Tenant shall not permit or suffer any lien to attach to Premises. Should any third-party attempt to attach a lien to the Premises, Tenant shall, within thirty (30) days of its notice thereof, file for release of such lien; provided, however, that in the event Tenant contests any such lien, Tenant agrees to be solely responsible for all legal fees required in the removal thereof.

OUTSIDE STORAGE

Tenant shall not store assets equipment, obsolete items, cardboard, crates, or trash (trash that is not contained in a trash dumpster picked up on a weekly basis at Tenant's expense) outside of Premises, other than normal autos that are used in their day-to-day business operations without the written approval of the Landlord. Tenant agrees to keep the Premises looking acceptable as compared to other similar properties near the Premises and to comply with all city codes with regards to cleanliness of the outside grounds.

JANITORIAL, LAWN AND GROUNDS MAINTENANCE

Tenant shall arrange and pay for all janitorial services for the Premises that they may require.

PEST CONTROL

At Tenant's own discretion, the Tenant shall, at its sole expense, retain a pest control/extermination service, which shall treat the Lease Premises on a regular basis if needed by Tenant for insects, rodents, wild animals, etc. The Landlord will not provide pest control.

ACCESS TO PREMISES

Tenant agrees that Landlord, its agents, its employees or servants, or any person authorized by Landlord, upon reasonable notice, may enter the Premises at reasonable times for the purpose of: (a) inspecting the condition of Premises; (b) making needed repairs, additions or improvements; (c) exhibiting the Premises to prospective purchasers; provided that such access doesn't interfere with the business of the Tenant.

DEFAULT

(a) By Tenant. If the Tenant defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Landlord, Tenant fails to cure such default within ten (10) days after receipt of such notice in the case of monetary default or fails to cure such default within thirty (30) days in the case of non-monetary default, then the Landlord may, at its option (but shall not be required to do so), perform the same for the account of the Tenant and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due. Additionally, if the Tenant defaults in performance of this Lease, or if Tenant shall make an assignment for the benefit of

creditors, of the interest of the Tenant in the Premises shall be sold under execution or other process of law, or if the Tenant shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Tenant by any Court, and, after written notice from the Landlord, Tenant fails to cure such default within ten (10) days after receipt of such notice in the case of monetary default or fails to cure such default within thirty (30) days in the case of non-monetary default, then the landlord may lawfully re-enter the Premises with demand for possession therefor, and recover possession of the Premises and the improvements thereof, expel the Tenant and those holding under the Tenant and no allowance shall be paid to the Tenant. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant, and upon entry, the rights of the Tenant under this Lease shall terminate and the Tenant agrees that in the event of such termination, Tenant will reimburse the Landlord against all unavoidable loss of rent and expense of reletting, which the Landlord may incur by reason of such termination for the remainder of the unexpired term of this Lease.

(b) By Landlord. If the Landlord defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Tenant fails to cure such default within thirty (30) days after receipt of such notice, then the Landlord shall be in default of this lease and Tenant shall have any and all remedies available under law or equity.

ESTOPPEL CERTIFICATE

Tenant agrees, at any time and not required more than four (4) times annually, upon not less than thirty (30) days prior written notice from the Landlord, to execute, acknowledge and deliver to the Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (ii) stating the dates to which the rent and other charges hereunder have been paid by the Tenant; (iii) stating whether or not the Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge; and (iv) stating the address to which notices to the Tenant shall be sent.

ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant shall have the right to sublet all or part of the Premises at any time with Landlord's written consent, which consent shall not be unreasonably withheld or delayed. Landlord may assign its interest in this Lease without any approval of Tenant required.

HOLDING OVER

If Tenant 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 Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the leased premises only as a Tenant from month to month, subject to all the covenants, conditions, and agreements of this Lease, except that monthly rent shall

accrue at a rate equal to 110% of the monthly rent rate payable in the last month immediately preceding the expiration of this lease term. In no event shall Tenant be liable for any consequential and/or indirect damages suffered by Landlord by reason of Tenant's holdover.

SURRENDER OF PREMISES

Tenant shall deliver and surrender to Landlord possession of the Premises upon expiration of this Lease, or its earlier termination, broom clean and in as good condition and repair as the Premises were at the commencement of this Lease term or may have been established by Landlord during the continuance thereof. See the section above called "Alterations and Improvements".

WAIVER

The failure of the Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of the Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions, and agreements of this Lease. No surrender of the Premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidence by Landlord's written acceptance of such surrender.

REPRESENTATIONS

It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the Premises or the making or entry into this lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease.

Tenant and Landlord further agree that Lessee/Seller is represented by Martin Young of Halsey Thrasher Harpole Real Estate Group and Lessor/Buyer is represented by Gary Harpole of Halsey Thrasher Harpole Real Estate Group. All brokerage commissions shall be paid by Lessor/Seller per a separate commission agreement with HTHREG.

REMEDIES

All rights and remedies of Landlord herein created or otherwise extending at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

SUCCESSORS AND ASSIGNS

All covenants, promises, conditions, representations herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors,

administrators, successors and assigns; it being understood and agreed, however, that paragraph "Assignment, Sublease, or License" is in no way impaired by this provision.

SIGNS

Tenant, at its sole cost and expense, shall have the right to place and maintain during the Term of this agreement its usual and customary signs on the exterior and on the interior of the Premises, as well as signs adjacent to the street fronting the Premises. Tenant agrees to install and maintain such signs in good order, repair, and in compliance with all applicable governmental rules, regulations, and ordinances and shall pay all fees related to any required permits. Landlord has unilateral authority to approve all signs as per the color, size and placement, prior to tenant's installation of the signage.

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:

LANDLORD:

Jeff Throesch
Industrial Destination LLC
2516 Dr. MLK Jr Drive
Jonesboro, AR 72401

TENANT:

Mayor Harold Copenhaver
City of Jonesboro

ATTORNEY FEES

If there is a legal proceeding in which Landlord and Tenant are adversarial parties in such legal proceeding, each party shall be responsible for their attorney's fees and costs in connection therewith.

MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

INTERPRETATION

The parties hereto agree that it is their intention hereby to create only the relationship of 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.

POSSESSION

Landlord warrants that it has the right and authority to execute this Lease, and Tenant, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have possession of the Premises as described prior (per Exhibit "A") during the full term of this lease as well as any extension or renewal thereof, on Aug1, 2022. Landlord warrants that Tenant shall peacefully and quietly hold and enjoy the Premises for the full Term hereof so long as it does not remain in uncured material default in the performance of any of its agreements hereunder beyond the expiration of any applicable notice and cure period. Upon full execution of this Lease by both parties hereto, Landlord shall deliver possession of the Premises to Tenant on Aug 1, 2022.

OPTION TO PURCHASE

Lessee/Seller represents and warrants to the Lessor/Purchaser an "Option to Purchase" the entire property for a sales price of \$825,000.00. This "Option to Purchase" is afforded the city during the second and third years of their initial lease and both parties will be represented by their respective real estate agents in this initial agreement if negotiations to purchase take place prior to the beginning of the fourth year of the initial lease.

IN WITNESS WHEREOF, the parties below have executed this Lease Agreement on the day and year first above mentioned.

Landlord:
Industrial Destination LLC

Tenant:
City of Jonesboro

By _____

By _____

Title _____

Title _____

Date _____

Date _____