

General Lease Form

Finding #10

Lease made 2007, between of City of Clarksdale, as lessor, and Region D Recycling & Waste Management District, as lessee, witnesses:

A. Lessor, in consideration of the agreements of lessee herein contained, leases to lessee Front Office Space and South side of the Basement of Clarksdale City Hall situated in the city of Clarksdale, state of MO, and numbered 114 on Main Street, from the date hereof for the term of 3 years.

B. Lessee, in consideration of lease from lessor, agrees as follows:

1. To pay as rent \$2,988.00 a year by equal monthly payments on the first day of each month the first payment to be made on Oct 1, 2007. To pay rent at office of lessor at No. 114 Main Street in city of Clarksdale, state of MO, or at such other place as may be designated by lessor.

3. To make no alterations or additions to or on premises without consent of lessor being first obtained in writing.

4. To not assign this lease nor underlet premises, or any part thereof, without such previous consent in writing (but such consent shall not be unreasonably or arbitrarily withheld to an assignment or underletting of premises to a respectable and a responsible person).

5. To permit lessor or lessor's agents at reasonable time to enter on premises to examine condition of same.

6. To use the premises only office, meeting space and storage space not for any illegal or immoral purpose.

7. Keep own office space and restrooms clean.

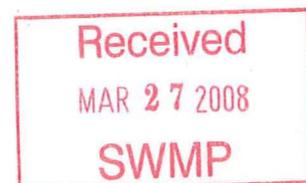
8. To fully comply with all statutes of the state of MO, and ordinances of the city of Clarksdale.

9. On termination of lease to peaceably yield up premises, with fixtures which now are or at any time during the term shall be thereon, in as good and tenantable condition, in all respects, reasonable wear and use and damage by fire and other unavoidable casualties excepted, as the same now are.

10. If rent shall be in arrears, or lessee or lessee's representatives or assigns do or shall neglect or fail to perform and observe any or either of the above agreements contained herein which they are to perform, then, and in either case, lessor or those having lessor's estate in premises lawfully may, immediately or at any time thereafter, and while such neglect or default continues, and without further notice or demand, enter into and on premises, or any part thereof in name of whole, and repossess same as of lessor's former estate, and expel lessee and those claiming under lessee, and remove their effects (forcibly if necessary), without being taken or deemed guilty of any trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of agreement.

C. It is mutually agreed as follows:

1. The terms and conditions contained in this lease shall apply to and bind the heirs, successors and assigns of the respective parties hereto.



2. Waiver by lessor of any agreement or condition herein shall not be considered a waiver of any subsequent breach of the agreement or condition.

3. In case premises or any part thereof shall, during the term, be destroyed or damaged by fire or other unavoidable casualty, so as to be rendered unfit for use and habitation, the rent reserved herein, or a just and proportionate part thereof, according to nature and extent of injuries sustained, shall be suspended or abated until premises shall have been put in proper condition for use and habitation by lessee, or these presents shall thereby be determined and ended at election of lessor or lessor's legal representatives.

4. All words used herein in the singular number shall include the plural, and the present tense shall include the future and the masculine gender shall include the feminine and neuter.

In witness whereof, above lessor and lessee have executed this lease on the 29<sup>th</sup> day of August 2007

Bud Orman  
Signature

Mayor  
Title

8-29-07  
Date

Lisa M. Beckes  
Signature

Alderman  
Title

8-29-07  
Date

Robin M. Mungie  
Signature

Clarksville City Clerk  
Title

8-29-07  
Date