

RESOLUTION NO. R-89-30

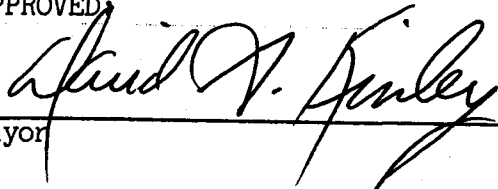
WHEREAS, the City of Conway has purchased property for a new sanitary landfill site; and

WHEREAS, surrounding property owners are desirous of selling their property to the City and the City is desirous of purchasing this property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, THAT:

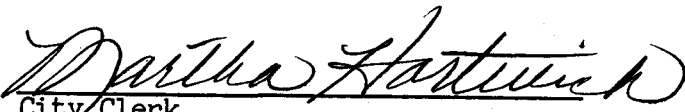
The sum of \$150,000 is hereby appropriated from Unappropriated General Fund Reserves for the purchase of property surrounding the new landfill site.

APPROVED:



Mayor

ATTEST:



City Clerk

IN THE MUNICIPAL COURT OF CONWAY, FAULKNER COUNTY, ARKANSAS
RECORDS FROM 1981 - 1986 ORDERED DESTROYED
CITY, COUNTY, CIVIL, SMALL CLAIMS DIVISIONS

Arkansas Game & Fish reports
Arkansas Highway Department
Arkansas Transportation Commission reports
Arrest reports
Bank statements, cancelled checks and check stubs
Correspondence
Court list and reports
Driver control notices paid
Hot check list, reports and list checks paid merchants
Ledger small claims referee
List defendant's cases passed
List monies paid county treasurer for various acts
Merchants files
Printers certificates
Pink copies tickets 13776 - 56350
Receipt books
Schedule trial settings
Subpoena list
Tickets nolle prosequi by officers
Time payment cards
Work sheets
Juvenile account blank checks

IN THE MUNICIPAL COURT OF CONWAY, FAULKNER COUNTY, ARKANSAS

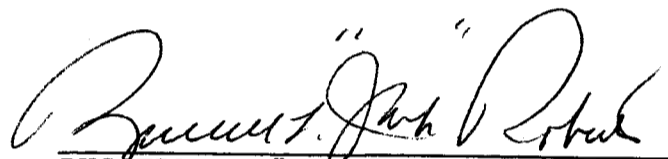
IN THE MATTER OF CERTAIN RECORDS
DATING FROM 1981 to 1986 MAINTAINED
BY THE MUNICIPAL COURT CLERK'S OFFICE

O R D E R

Now on this the 31st day of August, 1989 the Court being sufficiently advised that there is records dating from 1981 to 1986 in City, County, Civil, and Small Claims Divisions of Conway Municipal Court and that all said records have been audited by a Division of Legislative Audit of the State of Arkansas.

FURTHER, the Court orders that the attached list is made a part of this order, and that said records are hereby ordered destroyed forthwith.

IT IS SO ORDERED.


RUSSELL L. "JACK" ROBERTS
MUNICIPAL JUDGE 8/31/89

AFFIDAVIT

Comes now, Shirley Garrett, Clerk of the Conway Municipal Court and after being duly sworn stated on oath as follows:

1. That there is, in the storage room of the Police & Courts Building the following records that are no longer useful or necessary to the Court or the City of Conway, and that they are no longer required to be kept by law.
 - A. Records from 1981 - 1986
 - B. List attached to affidavit
 - C. Order from Municipal Judge
2. That subject to Council approval, said records will be buried in the City Landfill owned and operated by the City of Conway, Arkansas.

Witness our hands and seal this 31 day of August, 1989.

Shirley Garrett
Court Clerk

James Ed Smith
Alderman

Subscribed and sworn to before me this 12th day September, 1989.

Martha Hartwick
City Clerk

LANDLORD'S ESTOPPEL AND CONSENT AGREEMENT

THIS AGREEMENT made this 24th day of August, 1989, by and between the City of Conway, Arkansas ("Landlord"), and Worthen Bank & Trust Company, N.A. ("Lender").

WHEREAS, on or about May 16, 1989, Landlord entered into that certain Lease Agreement (the "Ground Lease") with Acxiom Corporation ("Tenant"), a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Leased Premises");

WHEREAS, Tenant has requested and Lender has agreed to make a construction loan (the "Loan") for the purpose of financing the construction of certain improvements to be located on the Leased Premises;

WHEREAS, as a direct inducement to Lender to make the construction and term loan and in consideration of the benefits to be derived as a result of the construction and term financing of the improvements on the Leased Premises, Landlord has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the parties as follows:

1. Landlord hereby certifies, represents and warrants to Lender as of the date hereof that:

a. The Ground Lease is in full force and effect dated May 16, 1989, and is enforceable in accordance with its terms and Landlord acknowledges Tenant as lessee;

b. The Ground Lease represents the entire agreement between the parties as to the leasing of the Leased Premises;

c. The original term of the Ground Lease begins on May 16, 1989, and ends on May 15, 2039;

d. The lessee took possession of the Leased Premises under the Ground Lease on May 16, 1989, and currently remains in possession of the Leased Premises;

e. All conditions of the Ground Lease to be performed by Tenant which are necessary to the enforceability of the Lease have been satisfied;

f. There are no defaults by Landlord or Tenant under the Ground Lease;

g. No rent which is not yet due under the terms or provisions of the Ground Lease has been paid;

h. There are no existing claims which Landlord is entitled to assert against Tenant in addition to rentals due or to become due under the Lease; and

i. Landlord has no notice or knowledge of any prior assignment, hypothecation or pledge of the Tenant's interest in the Ground Lease.

j. The Ground Lease has not been modified or amended.

2. Landlord and Lender mutually covenant and agree that:

a. Landlord agrees to acknowledge and accept as tenant, upon default by Tenant under the terms of the Lease, the following persons for the remainder of the term thereof (whether original or renewal), with the same and force and effect as if such persons were named as Tenant under the Ground Lease:

i. The Lender when such Lender is in possession of the Leased Premises, whether by foreclosure of the mortgage, deed in lieu of foreclosure or pursuant to the Assignment of Ground Lease executed as additional security for the indebtedness evidenced by the Note;

ii. Any receiver appointed to take possession of the Leased Premises.

b. Landlord will execute and deliver, upon request of Lender, an appropriate agreement of acknowledgment and confirmation of its obligations hereunder;

c. Lender shall have no obligation to perform as Tenant under the Ground Lease until such time as Lender enters into possession of the Leased Premises and requests acknowledgment by Landlord; and such obligations shall continue only so long as Lender remains in possession of the Leased Premises.

d. If Lender takes possession of the Leased Premises, Lender agrees to be bound to Landlord under all the terms of the Ground Lease (including any renewals) during the term of Lender's tenancy on the Leased Premises, subject to the provision of subparagraph 2(c).

e. In the event of a conflict between the provisions of the Ground Lease and this Estoppel and Consent Agreement, the provisions of the Ground Lease shall be deemed to be controlling.

3. Upon receipt of written evidence thereof, Landlord will acknowledge that as additional security for the indebtedness evidenced by the Note, Tenant has assigned, or will assign to Lender, all of its right, title and interest in the Lease Agreement and the Leased Premises. Landlord further consents to the grant by Tenant of a Mortgage or Mortgages against the Leased Premises. So long as any part of the said indebtedness remains unpaid, Landlord agrees with Lender that:

a. Landlord shall not agree to amendment or modification of the Ground Lease without the prior written notice to Lender. Landlord will not accept prepayment of any rent due under the Ground Lease;

b. Landlord will send to Lender a copy of any notice or demand given or made to Tenant pursuant to or concerning provisions of the Ground Lease; and

c. In the event of any default by Tenant under the Ground Lease and the failure by Tenant to cure such default within the time provided in the Ground Lease, the Landlord shall send Lender a notice of Tenant's failure to cure, specifying the defaults by Tenant, and Lender shall have a reasonable period of time after receipt of such notice but in no event less than forty five (45) days to cure such default, but Lender shall not be obligated to do so.

4. All notices or demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail or by prepaid telegram (provided that such telegram is confirmed by mail in the manner previously described), or by Federal Express, next-day delivery or other nationally recognized delivery service, to any party hereto at the address set forth below or at such other address as any party shall subsequently designate in writing:

Landlord: City of Conway
1201 Oak Street
Conway, Arkansas 72032

Lender: Worthen Bank & Trust Company, N.A.
P.O. Box 1681
Little Rock, Arkansas 72203
Attn: Mr. Wyley A. Elliott

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or have caused this Agreement to be executed by their respective officers, duly authorized to do so) as of the day and year first above written.

LANDLORD:

CITY OF CONWAY, ARKANSAS

By *David A. Feiler*
Mayor

ATTEST:

By *Martha Hartwick*
City Clerk

LENDER:

WORTHEN BANK & TRUST COMPANY, N.A.

By *D. Allan Rudder*
Title KVP

Acknowledged this 24th day of August, 1989

TENANT:

ACXIOM CORPORATION

By *Charles D. Morgan*
Chief Executive Officer

ATTEST:

By *Catherine Lusitay*
Secretary

2246C

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

ON THIS DAY came before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, the within-named CITY OF CONWAY, by and through its Mayor and City Clerk, to me personally well known, who stated that they were the Mayor and City Clerk of the CITY OF CONWAY, a body corporate and politic, and that they were duly authorized in such respective capacity to execute the foregoing instrument for and in the name and behalf of said city, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of August, 1989.

Becky Pless
Notary Public

My Commission Expires:

6-18-99

2246C

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

ON THIS DAY came before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, the within-named WORTHEN BANK & TRUST COMPANY, N.A., by and through its D. Patton Rudder to me personally well known, who stated that he was the Exec. Vice President of WORTHEN BANK & TRUST COMPANY, N.A., a national banking association, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said association, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of August, 1989.

Kelley Rogers
Notary Public

My Commission Expires:

July 1996

2246C

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

ON THIS DAY came before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, Charles D. Morgan, Jr. and Catherine Lassiter, to me personally well known, who stated that they were the Chief Executive Officer and Secretary, respectively, of ACXIOM CORPORATION, a Delaware corporation, and that they were duly authorized in such respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of August, 1989.

Kelley Rogers
Notary Public

My Commission Expires:
July 1996

2246C

