

REPORT OF THE PROPOSED
WILLIAM J. CLINTON LIBRARY

Submitted under the Presidential Libraries Act of 1955
as amended by the Presidential Libraries Act of 1986
(44 U.S.C. 2112)

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION
Prepared by the Office of Presidential Libraries



National Archives and Records Administration

8601 Adelphi Road
College Park, Maryland 20740-6001

May 5, 2004

The Honorable Richard B. Cheney
President of the Senate
Washington, DC 20510

Dear Mr. Cheney:

It is my pleasure to submit to you the report on a proposed archival depository for the Presidential records and other historical materials of the Clinton administration, herein referred to as the William Jefferson Clinton Presidential Library. The Presidential Libraries Act of 1955, as amended (44 U.S.C. 2112), requires submission of this report to you prior to any acceptance of said archival depository. After the required 60 days of continuous session of Congress beginning on the date of the transmission of this report, the National Archives and Records Administration (NARA) proposes acceptance of this Library upon its dedication in November 2004.

A more detailed description of this procedure and a summary of the proposal is enclosed at tab one. My staff and I are available to assist you in your review. For questions or further assistance, please contact John Constance at 301-837-1800.

Sincerely,

JOHN W. CARLIN
Archivist of the United States

Enclosure



National Archives and Records Administration

8601 Adelphi Road
College Park, Maryland 20740-6001

May 5, 2004

The Honorable J. Dennis Hastert
Speaker of the House of Representatives
Washington, DC 20515

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Dear Mr. Cheney:

Pursuant to the Presidential Libraries Act of 1955, as amended (44 U.S.C. 2112), I am pleased to submit a report on a proposed archival depository for the Presidential records and other historical materials of the Clinton administration. The William J. Clinton Presidential Foundation has offered to make available to the Government a facility and certain equipment for use as the William J. Clinton Library. The Library will be located in Little Rock, Arkansas, and will be the centerpiece of a complex to be known as the William J. Clinton Presidential Center.

The City of Little Rock has designated the land on which the Clinton Library and the rest of the Clinton Center are located as the William Jefferson Clinton Presidential Park, and has leased the property to the Clinton Foundation for 99 years as permitted by Arkansas law. Subject to this lease, the Clinton Foundation will grant the National Archives and Records Administration (NARA) an exclusive right to use part of a new building currently under construction as the Clinton Library. NARA will also have the right to use the parts of this new Library Building that will remain under the Foundation's control. Neither the City nor the Foundation will transfer title to any portion of the land or the Library Building to NARA.

In addition to the Library and the Library Building, the Clinton Center will contain Clinton Foundation offices in a separate building that will remain under the Foundation's control. This second building will be the location of the University of Arkansas' Clinton School of Public Service. NARA will enter into an agreement with the Clinton Foundation at the time the Library is transferred that sets forth the parties' rights and responsibilities regarding the operation of the Library and the Clinton Center.

I attach the following documents for your review:

Tab I

A letter from the Clinton Foundation to NARA setting forth the proposed terms under which the Foundation would make the Library available to NARA.

Tab II

Memorandum of lease between the City of Little Rock and the William J. Clinton Presidential Foundation.

Tab III

A description of the facility, furniture, and equipment to be made available to the Government.

Tab IV

A statement specifying the estimated total cost of the Library and the applicability of the endowment provisions of the Presidential Libraries Act, as amended in 1986, including a statement on the amount of the required endowment.

Tab V

A description of the types of Presidential records and other historical materials proposed to be deposited in the Library.

Tab VI

A statement of any additional improvements and equipment associated with the development and operation of the Library, an estimate of the costs of such improvements and equipment, and a statement as to the extent to which costs will be incurred by any Federal or State government agency.

Tab VII

An estimate of the total annual cost to the Government of maintaining, operating, and protecting the Library.

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A description of significant cost saving design features in the Clinton Library.

Tab IX

A statement from the Archivist of the United States certifying that the Library facility and equipment will comply with the architectural and design standards for Presidential libraries.

Under the provisions of the Presidential Records Act of 1978 (44 U.S.C. 2201-2207), materials created and received by the President and his immediate staff in the course of carrying out the President's constitutional and other official duties are Presidential records belonging to the United States. The Archivist of the United States therefore took control of the Clinton Presidential records at the end of the Clinton administration. Until the Library is completed and turned over to NARA, these materials are being housed in a temporary location in Little Rock, Arkansas, where the Government is fulfilling its obligation to preserve, protect, and process them.

In addition to the Clinton administration records, the Library will house the donated papers and other materials of President Clinton and his associates and contemporaries. Together, these Presidential records and donated historical materials will provide researchers and museum visitors with an invaluable source of historical information on the Clinton administration and on recent American politics and government.

The Clinton Foundation has worked closely with NARA to ensure that the Library Building will fulfill both the requirements of the Government and the needs of those who use the Library. I hereby certify that the Library design and specifications meet NARA's architectural and design standards, and that the construction to date is in substantial compliance with those standards. In accordance with the Presidential Libraries Act amendments of 1986, the Clinton Foundation will provide NARA with monies to establish an endowment in the National Archives Trust Fund, the proceeds from which will be used to help defray the facility operating costs of the Library. A statement of the

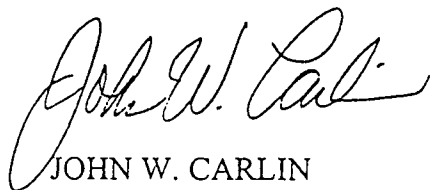
amount of this endowment, and the cost information used to calculate its amount according to the terms of the 1986 Act, are attached at Tab II.

Upon fulfilling the obligations of the Presidential Libraries Act, as amended, NARA proposes accepting this Library upon its dedication in November 2004. The offer by the Foundation and its acceptance by NARA will be accomplished under the terms of a joint use agreement under negotiation at this time. This agreement will be patterned after similar agreements governing NARA's use and operation of the Ford Library at the University of Michigan, the Johnson Library at the University of Texas at Austin, the Reagan Library in Simi Valley, California, and the Bush Library at Texas A&M University.

In addition to serving as the transfer document, the joint use agreement for the Clinton Library will also address matters such as Clinton Center security, maintenance of the Library and the Center, shared utilities, use of Library and Foundation spaces, event coordination, admission fees, parking, operation of a museum store, and operation of a café by the Foundation. Prior to formal transfer, the Foundation will make portions of what will be the Library available to NARA, at no cost, pursuant to an interim occupancy agreement, for the purpose of preparing to commence library operations in November 2004. During this period of interim occupancy, the Clinton Presidential records and donated historical materials will be moved into the Library Building.

I am certain that the William J. Clinton Library will join in the tradition of the other Presidential libraries in being not just a depository of materials, but a vital member of its community and a schoolhouse of history and political science, where the citizens of our nation can fully explore their rich and vibrant history. My staff and I will be glad to assist you in your review of this matter at any time.

Sincerely,



JOHN W. CARLIN
Archivist of the United States

Enclosures



National Archives and Records Administration

8601 Adelphi Road
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In addition to the Library and the Library Building, the Clinton Center will contain Clinton Foundation offices in a separate building that will remain under the Foundation's control. This second building will be the location of the University of Arkansas' Clinton School of Public Service. NARA will enter into an agreement with the Clinton Foundation at the time the Library is transferred that sets forth the parties' rights and responsibilities regarding the operation of the Library and the Clinton Center.

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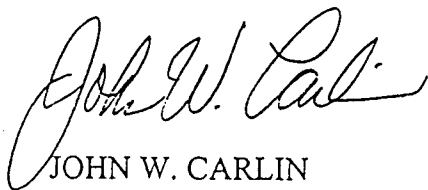
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Sincerely,



JOHN W. CARLIN
Archivist of the United States

Enclosures

Tab I

THE WILLIAM J. CLINTON PRESIDENTIAL FOUNDATION

April 20, 2004

The Honorable John W. Carlin
Archivist of the United States
National Archives and Records Administration
8601 Adelphi Road
College Park, MD 20740-6001

Re: Proposed Terms Under Which NARA Would Use, Maintain,
Operate, and Protect the William J. Clinton Library

Dear Mr. Carlin:

The purpose of this letter is to set forth the proposed terms under which the William J. Clinton Presidential Foundation (Foundation) would make a facility and certain equipment available to the National Archives and Records Administration (NARA) in Little Rock, Arkansas, for use as the William J. Clinton Library.

On March 1, 2002, the Foundation entered into a 99-year lease with the City of Little Rock for approximately 31 acres of real property for the purpose of constructing and operating "The Clinton Presidential Center." The property involved has been designated by the City as a public park honoring President Clinton. Under the terms of the lease, the outdoor areas of the leasehold will continue to serve as a public park, with the City responsible for programming and other uses that are compatible with the security and other needs of the Clinton Library, the Secret Service (when President Clinton is in residence), and the Foundation.

The Clinton Library will be the centerpiece of the Clinton Center. The Library will consist of archives, library, and museum spaces located in a new, purpose-built building (Library Building) constructed specifically to house the Presidential records, donated materials, and other historical materials relating to the life, times, and Presidency of William J. Clinton. The Library Building will also contain several other components, including a Great Hall and an annex adjacent to the Library's Lobby (Lobby Annex), to be used for special events and activities; a Café; a Foundation volunteer office; Foundation support and storage areas; an Executive Suite/Foundation Office, to be used by President Clinton and his family when in residence and otherwise by the Foundation; and the quarters and related space needed by the Secret Service when President Clinton is in residence. Within the Library Building, NARA will only be responsible for operating and maintaining those areas to be designated as comprising the Clinton Library. The Foundation intends to operate, or to contract for the operation of, the other components and will bear all costs of such operations.

When completed, the Clinton Center will include, in addition to the Clinton Library and the Foundation-run components located in the Library Building, the renovated, historic 1899 Choctaw Station and certain physical improvements to the land leased from the City, including public and staff parking lots, a fountain, access roads and sidewalks, and landscaped areas. The Foundation's main offices and the University of Arkansas' Clinton School of Public Service (Clinton School) will be located in the Choctaw Station. The Foundation will be responsible for all costs of maintaining and repairing the Choctaw Station and the various physical improvements, subject to any agreements it may have with the City or the University of Arkansas for certain activities (e.g., operation of the Clinton School).

As you know, construction of the Clinton Library is progressing towards a dedication and turn over date of November 18, 2004. In anticipation of that event, and in support of NARA's statutory obligation to submit a written report to Congress on a proposed Presidential library prior to your entering into any agreement to accept or establish that library, the Foundation has prepared this letter containing the terms under which we propose to make available to NARA, without transfer of title, the facility described above in return for NARA's agreement to establish the Clinton Library in Little Rock and use, maintain, operate, and protect it for the term of our agreement.

The Facility Comprising the Clinton Library and the Statutory Requirement for an Endowment to Support "Building Operations"

The Clinton Library is being constructed in full compliance with the requirements of the Presidential Library Act Amendments of 1986, Pub. L. 99-323, 100 Stat. 495 *et seq.* (codified at 44 U.S.C. § 2112). Those amendments require, among other things, that the Clinton Foundation provide an endowment to NARA in an amount equal to twenty percent of the cost of the Library and its equipment for a facility measuring less than 70,000 square feet in size. The endowment is deposited by NARA into the National Archives Trust Fund and may only be used to defray the cost of "facility operations," as that term is used in the statute. The endowment must be available in the Trust Fund before you can accept the Clinton Library. As of today, we estimate that the cost of the Library will be \$36,000,000 making the amount of the endowment we will donate towards the continuing operation and maintenance of the Library \$7,200,000.

We have been informed by NARA that it has determined the 70,000 s.f. threshold to mean "net usable square feet" of space and facilities, as measured by the Building Owners and Managers Association Standards. We also understand that the standard "net usable square feet" was the BOMA standard used in computing the endowment for the George Bush Library and Museum in College Station, Texas. As of today, we expect the space and facilities to be turned over to NARA for use as the Clinton Library to measure 68,698 net usable square feet,

with the total square footage of those areas comprising the Clinton Library measuring approximately 128,581 gross square feet. The Foundation does not intend to turn responsibility over to NARA for any real estate except for the areas within the Library Building comprising the Clinton Library. The size of the Library Building as a whole is 152,122 gross square feet.

The Library will fully comply with NARA's architectural and design standards for Presidential libraries, as required by 44 U.S.C. § 2112. In order to ensure that result, the entire Library Building will conform to the A & D standards. The standards apply not only to how the Library is constructed, but to the various operating systems (e.g., electrical, security, HVAC) and other "operating equipment" with which the Library Building will be equipped. We appreciate all of the assistance that employees of the Clinton Presidential Materials Staff in Little Rock, the Office of Presidential Libraries in College Park, Maryland, and other NARA staff have provided with respect to the A & D standards. In addition, the Library Building includes materials and equipment incorporated to conserve energy and reduce the costs associated with building operations. For example, the Library will use 34% less energy than comparable "code-compliant" buildings. The building's energy saving features include high-performance glazing, unique glass sun screen, insulated glass walls, and adjunct roller shade system. All building systems and components were evaluated for compliance with the Leadership in Energy and Environmental Design program and, upon completion of construction, the building will be LEED certified as defined by the United States Green Building Council.

Proposed Terms of Agreement Under Which NARA Would Establish, Maintain, Operate, and Protect the Clinton Library

The Archivist is authorized by 44 U.S.C. § 2112(a)(1)(B) to –

- (i) make agreements, upon terms and conditions the Archivist considers proper, with a State, political subdivision, . . . or foundation to use as a Presidential archival depository land, a facility, and equipment of the State, subdivision, . . . or other organization, to be made available by it without transfer of title to the United States; and (ii) maintain, operate, and protect the depository as a part of the national archives [and Presidential libraries] system.

The Foundation proposes to enter into an agreement with NARA under which 68,698 net usable square feet of the building being constructed at the Clinton Center will be made available without transfer of title to the United States, acting through NARA, for use as the William J. Clinton Library. Title to the real property on which the Clinton Library will be located will remain with the City of Little Rock, subject to the 99-year lease discussed above. The Foundation's lease expires

February 28, 2101, and can be renewed in accordance with the lease agreement. Although the lease permits us to sublease some or all of the real property involved to NARA for use as the Clinton Library, the Foundation believes – with your concurrence, we understand – that it is in the public interest for us instead to give NARA an exclusive license through February 28, 2101, to use that part of the building encompassing the Library and to retain the entire leasehold interest for ourselves. NARA will pay no fee to the Foundation in consideration of the license. Granting NARA an exclusive license will give the agency the same level of rights it now enjoys under the agreements in place for the Johnson, Ford, Reagan, and Bush Libraries. Unlike the jurisdictions hosting those Libraries, the City of Little Rock is not permitted by Arkansas law to dedicate public parkland for particular uses in perpetuity. However, we understand that 44 U.S.C. § 2112(a) authorizes you to enter into library agreements for fixed periods of time.

The principal terms of the proposed license follow below. The specific terms and conditions will be set forth in an agreement to be negotiated between the Foundation and NARA (the "Agreement") and executed on or before November 18, 2004.

1. The Foundation will grant to NARA an exclusive right, subject to the terms of the Agreement, to use 128,581 gross square feet of space (estimate as of date of letter) located in the Library Building to establish, maintain, operate, and protect the William J. Clinton Library, provided that, in the event NARA ceases to operate the Library as the Presidential archival depository relating to the Presidency of William J. Clinton, the exclusive rights granted shall terminate and revert to the Foundation. Of the total area comprising the Library, the square footage for endowment purposes equals 68,698 net usable square feet (estimate as of date of letter).
2. The exclusive license to be granted to NARA conveys with it control at all times over the space, equipment, holdings, and content of exhibits of the Clinton Library, as well as the activities, events, operations, and programs that will be performed or take place within its confines. In short, the areas comprising the Library will operate as a federal facility.
3. The term of the exclusive license will begin upon the date of execution of the Agreement (expected to be November 18, 2004) and continue through 12:00 midnight on February 28, 2101.
4. NARA shall pay no fee for the license to be granted by the Foundation.
5. NARA's acceptance of the Library will be subject to your prior certification that the Foundation has transferred a facility and equipment therein that complies with the A & D standards NARA has promulgated for Presidential libraries and

provided to the Foundation, and that the facility and equipment so transferred will enable NARA to commence public operations at once. Any work or equipment not completed as of the date of transfer will be completed as expeditiously as possible by the Foundation and in full compliance with the A & D standards.

6. As indicated in ¶ 5 above, the Foundation shall provide NARA with all "operating" and "program" equipment required by the A & D standards on the date of transfer or as expeditiously as possible thereafter.
7. The Foundation will design, fabricate, and construct a "permanent" exhibit for the museum located in the Clinton Library, and will transfer this exhibit in completed form to NARA on the date of transfer.
8. NARA will establish, maintain, and operate the Clinton Library in accordance with all laws, regulations, rules, standards, and policies that apply to it as an independent establishment in the executive branch of the United States Government, including without limitation the laws, regulations, and other legal authorities that pertain to the maintenance and protection of, and access to, the Presidential records and related historical materials of President Clinton.
9. The Foundation will retain exclusive control over and responsibility for those portions of the Library Building that are not covered by the license to NARA, as well as the Choctaw Station and the outdoor areas of the public park covered by its lease with the City of Little Rock. The areas within the Library Building that will remain under the Foundation's control include the Great Hall the Lobby Annex, the Café, the Foundation volunteer office, the Foundation support and storage areas, the Executive Suite, and the quarters and related space needed by the Secret Service when President Clinton is in residence. The Foundation will also reserve the right to operate an information kiosk in the Lobby of the Library. A color coded net area plan, designating the NARA areas and the Foundation areas, is located at Tab 6 of our submission.
10. The Foundation intends to enter into a separate agreement with the University of Arkansas for the use of space in the Choctaw Station by the University of Arkansas' Clinton School of Public Service. NARA will be free to enter into agreements or arrangements with the Clinton School as may be necessary to conduct joint activities or programs, but NARA will not be responsible for providing space or support to the Clinton School.
11. In addition to the exclusive right to operate the Clinton Library within the space to be provided in the Agreement, NARA will enjoy a non-exclusive right to use the Foundation-controlled areas of the Clinton Center, including the Great Hall, for meetings, conferences, programs, and other activities and

events in accordance with such reasonable rules and operating hours as the Foundation may set. NARA will not be charged a fee for using these areas.

12. The Foundation is very cognizant of NARA's significant interest in protecting the property, Presidential records, and historical materials of the Clinton Library. Therefore, as is the case at other Presidential libraries, NARA will be responsible for providing security in and around the Clinton Center to ensure a unified security perimeter, except for those outside portions of the public park that will be the responsibility of the Little Rock police department. As with other libraries, NARA will bear the cost of providing such security, except that the Foundation will pay for any guard posts located in the Choctaw Building (where President Clinton will also have an office). The Foundation will also reimburse NARA for any security costs incurred in covering activities, events, and programs held at the Center that exceed the regular, contracted-for costs (e.g., events and programs held in the Great Hall after regular museum visiting hours).
13. The Foundation will provide a secure staff parking lot adjacent to the Library building for NARA staff and others, and will ensure 24-hour access to the lot for Library employees. In accordance with ¶ 12 above, NARA will provide physical security for the lot, but will have no other responsibility for maintaining it.
14. The park in which the Clinton Center is located contains a large number of public parking spaces. Pursuant to the Foundation's lease with the City of Little Rock, a sufficient number of spaces in those parking lots will be reserved for daily use by Library and Clinton Center visitors. NARA will not be responsible for maintaining these public lots, which will be considered areas under the control of either the Foundation or the City.
15. In addition to retaining an exclusive right of control over those portions of the Library building that are not part of the Library, the Foundation will reserve for itself a non-exclusive right to use the public areas of the Library, including the museum galleries, the lobby, the theater, and the public programming areas. The Foundation will use the Library areas in appropriate circumstances for and in connection with development activities, meetings, conferences, programs, and other activities and events sponsored by the Foundation, either by itself or in conjunction with the Library or the Clinton School. Such access will permit the Foundation to use the resources of the Clinton Center to their fullest degree and to allow groups that hold events in the Great Hall and other areas – including government, civic, and nonprofit organizations – to gain greater access to the holdings of the Library, thus benefiting NARA. All use of Library areas by the Foundation or other groups will be subject to prior approval by the Library Director, and all use will be in accordance with NARA's rules for the use of public areas in Presidential libraries. To the

extent that groups use the museum galleries and other Library areas, the Foundation will periodically remit to the Library for deposit in the Trust Fund a reasonable fee for that use. The Foundation will retain other revenues generated by use of the Clinton Center. To the extent NARA incurs additional custodial, security, or other contract costs in connection with the use of Library areas by the Foundation or other groups, the Foundation will reimburse the Library for such costs.

16. The Foundation will also reserve to itself a non-exclusive right of access to the Library for the purpose of performing its obligations under the Agreement.
17. As is the case in other Presidential libraries, NARA will be responsible for the cost of operating and maintaining the Library areas, subject to the availability of appropriations. This includes the cost of maintaining, repairing, and replacing Library operating and program equipment, the cost of building operations and utilities, and the cost of maintaining and repairing the Library Building, including its exterior walls and surfaces. The Foundation will be responsible for the costs of operating and maintaining the areas of the Clinton Center under its control, including all such areas in the Library Building, the Choctaw Station, the fountain, and the other outside physical improvements, subject to any agreements it may have with the City or the University of Arkansas for certain activities. Where agreeable to both parties, the Foundation would have the option of obtaining, on a reimbursable basis, services from NARA's contractors (e.g., custodial and utilities).
18. A single admission fee will be collected by NARA to visit the Library and other public areas of the Center. A portion of this single admission fee will constitute an amount charged by the Foundation to support the maintenance and upkeep of those areas of the Center for which it is responsible. NARA will periodically remit the Foundation's portion of the fees to the Foundation. The remaining fees will be deposited by NARA into the Trust Fund, in accordance with 44 U.S.C. § 2112(g), and used by NARA for the purposes authorized therein.
19. At the present time, the Foundation intends to operate at its expense a Museum Store at an off-site location in the River Market District of Little Rock, but reserves the right in the future to operate a Museum Store in a Foundation-controlled area of the Library building. The Foundation acknowledges that the Store, wherever located, will be associated with NARA in the public's perception. Therefore, the Foundation will consult regularly with NARA concerning Store operations. The Foundation also acknowledges the impact that its operation of the Museum Store will have on the Library's ability to generate Trust Fund revenues necessary to support its Trust Fund employees and ongoing public programs. Therefore, a percentage of the Museum Store's annual revenues will be expended in direct support of the

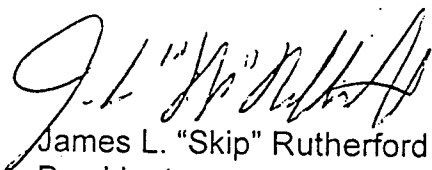
The Honorable John W. Carlin
April 20, 2004
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Library, either through periodic transfer to the Trust Fund or through the establishment of one or more dedicated funds within Foundation accounts. The Foundation and NARA will set the requisite percentage in the Agreement and thereafter on a periodic basis.

20. The Foundation intends to operate a food service operation in the Library building that will serve the Library and the Clinton Center. Because of the nature of food service operations, including the need for catering at events held at the Center, the Foundation and NARA may need to enter into a separate agreement governing Café operations.

I hope the foregoing is useful to NARA in preparing the necessary report to Congress. If you or members of your staff need any additional information, please do not hesitate to contact me.

Sincerely,



James L. "Skip" Rutherford
President

Tab II

This instrument was prepared by and after
recording return to:

M. Jane Dickey
Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, AR 72201-2893

2002125756
03/01/2002 11:48:54 AM
Filed & Recorded in
Official Records of
CAROLYN STALEY
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$20.00

COPY

MEMORANDUM OF LEASE

This Memorandum of Lease Agreement (the "Memorandum") is dated as of March 1, 2002, by and between the City of Little Rock, Arkansas ("Landlord"), whose address is City Hall, 500 West Markham Street, Little Rock, Arkansas 72201, and The William J. Clinton Presidential Foundation ("Tenant"), whose address is P. O. Box 1104, Little Rock, Arkansas 72203-1104.

Pursuant to and in accordance with the terms of a Lease Agreement, dated as of March 1, 2002, by and between Landlord and Tenant (as such may be amended, modified, extended, supplemented, restated, and replaced from time to time, the "Lease"), Landlord has leased to Tenant and Tenant has leased from Landlord certain real property situated in the City of Little Rock, Pulaski County, Arkansas, as specifically described in Exhibit A (the "Premises").

Under the terms of the Lease, the Premises are leased by Landlord to Tenant for a period of 99 years commencing on March 1, 2002, and ending at 12:00 midnight, February 28, 2101, unless the Lease is modified, terminated on an earlier date, or renewed in accordance with the terms thereof.

The purpose of this Memorandum is to give notice of the existence of the tenancy created by the Lease. This Memorandum is subject to the conditions, covenants, and provisions, including those pertaining to the payment of rent, set forth in the Lease. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control, it being the intent of the parties that this Memorandum shall not alter or vary the terms of the Lease between the parties as set forth in the Lease.

Executed March 1, 2002, in Little Rock, Arkansas.

CITY OF LITTLE ROCK, AS
LANDLORD

By: 

Cy Carney, City Manager

THE WILLIAM J. CLINTON
PRESIDENTIAL FOUNDATION, AS
TENANT

By: 

James L. "Skip" Rutherford, President

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EXHIBIT A

DESCRIPTION OF THE PREMISES

The real property constituting the Premises consists of that certain land located in the City of Little Rock, Pulaski County, Arkansas, more fully described as follows:

A part of Russell's Addition, Rectortown Addition, Wiggin's & Yonley Addition, Missouri Pacific Railroad Right of Way, and the Northeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 12 West all in the City of Little Rock, County of Pulaski, State of Arkansas and being more particularly described as follows:

Beginning Southeast corner of Block 2 of the Rectortown Addition to the City of Little Rock; thence along the North line of East Third Street North 87 degrees 56 minutes 31 seconds West, a distance of 301.52 feet to the East line of Collins Street; thence along said East line North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 07 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 363.64 feet to the North line of East Markham Street; thence along said North line North 87 degrees 49 minutes 00 seconds West, a distance of 124.95 feet; thence North 48 degrees 21 minutes 08 seconds West, a distance of 99.22 feet; thence North 60 degrees 42 minutes 05 seconds West, a distance of 85.48 feet; thence North 70 degrees 31 minutes 51 seconds West, a distance of 125.04 feet; thence North 08 degrees 32 minutes 07 seconds East, a distance of 134.80 feet to U.S. Corps of Engineers Perpetual Easement line Elevation 234.0; thence along said Elevation 234.0 the following courses and distances South 72 degrees 03 minutes 50 seconds East, a distance of 96.21 feet; thence South 83 degrees 19 minutes 30 seconds East, a distance of 40.42 feet; thence South 76 degrees 28 minutes 29 seconds East, a distance of 44.06 feet; thence South 78 degrees 46 minutes 46 seconds East, a distance of 47.99 feet; thence South 74 degrees 27 minutes 40 seconds East, a distance of 122.48 feet; thence South 80 degrees 31 minutes 55 seconds East, a distance of 158.36 feet; thence South 76 degrees 38 minutes 59 seconds East, a distance of 309.79 feet; thence South 85 degrees 32 minutes 49 seconds East, a distance of 52.16 feet; thence South 79 degrees 20 minutes 51 seconds East, a distance of 276.08 feet; thence South 70 degrees 17 minutes 14 seconds East, a distance of 48.87 feet; thence South 85 degrees 42 minutes 45 seconds East, a distance of 36.74 feet; thence South 77 degrees 46 minutes 07 seconds East, a distance of 177.97 feet; thence North 79 degrees 25 minutes 39 seconds East, a distance of 31.45 feet; thence South 84 degrees 24 minutes 08 seconds East, a distance of 55.70 feet; thence South 77 degrees 13 minutes 54 seconds East, a distance of 83.43 feet; thence South 81 degrees 32 minutes 50 seconds East, a distance of 69.07 feet; thence South 75 degrees 36 minutes 43 seconds East, a distance of 81.19 feet; thence South 77 degrees 40 minutes 43 seconds East, a distance of 126.93 feet; thence South 69 degrees 45 minutes 03 seconds East, a distance of 69.47 feet; thence South 81 degrees 28 minutes 12 seconds East, a distance of 149.30 feet; thence South 77 degrees 24 minutes 33 seconds East, a distance of 94.75 feet; thence South 71 degrees 27 minutes 50 seconds East, a distance of 51.03 feet to the to the East line of the West 20 feet of Block 19 Russell's Addition to the City of Little Rock; thence along said East line South 01 degree 58 minutes 24 seconds West, a distance of 263.73 feet to the North line of East Second Street; thence South 01 degree 30 minutes 57 seconds West, a distance of 256.98 feet; thence South 00 degrees 56 minutes 59 seconds East, a distance of 80.02 feet; thence South 01 degree 48 minutes 12 seconds East, a distance of 20.05

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feet; thence South 02 degrees 22 minutes 24 seconds East, a distance of 20.04 feet; thence North 87 degrees 40 minutes 29 seconds West, a distance of 146.96 feet to the Northeasterly line of the Missouri Pacific Railroad; thence along said line North 45 degrees 56 minutes 52 seconds West, a distance of 178.91 feet; thence North 87 degrees 50 minutes 20 seconds West, a distance of 69.27 feet; thence North 46 degrees 52 minutes 34 seconds West, a distance of 279.32 feet; thence North 01 degree 58 minutes 04 seconds East, a distance of 13.64 feet to the South line of East Second Street; thence along said South line North 87 degrees 38 minutes 42 seconds West, a distance of 223.53 feet to the West line of Industrial Drive; thence along said West line South 01 degree 26 minutes 07 seconds West, a distance of 314.61 feet; thence South 38 degrees 30 minutes 21 seconds West, a distance of 42.86 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 918.58 feet, a central angle of 17 degrees 10 minutes 58 seconds, and a chord of 274.45 feet bearing South 28 degrees 27 minutes 04 seconds West; thence Southwesterly along said curve, a distance of 275.48 feet; thence North 88 degrees 46 minutes 16 seconds West, a distance of 61.06 feet; thence North 00 degrees 58 minutes 22 seconds East, a distance of 232.50 feet; thence North 01 degree 08 minutes 10 seconds East, a distance of 58.81 feet; thence North 88 degrees 15 minutes 09 seconds West, a distance of 81.70 feet; thence North 86 degrees 30 minutes 52 seconds West, a distance of 60.04 feet; thence North 88 degrees 00 minutes 03 seconds West, a distance of 358.82 feet to the POINT OF BEGINNING; said described tract containing 31.806 acres (1,385,471 square feet), more or less.

Less and Except:

President Clinton Avenue, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Block 5 of Russell's Addition to the City of Little Rock thence along the East line of Collins Street North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet for a POINT OF BEGINNING; thence North 00 degrees 41 minutes 38 seconds East, a distance of 52.69 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 617.93 feet; thence South 09 degrees 59 minutes 40 seconds West, a distance of 52.00 feet; thence North 80 degrees 00 minutes 20 seconds West, a distance of 609.42 feet to the POINT OF BEGINNING; said described tract containing 0.733 acre (31,911 square feet), more or less.

And Less and Except:

Street (to be named) extending south from the Circular Drive, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Block 2 of the Rectortown Addition, thence along the North line of East Third Street North 88 degrees 00 minutes 03 seconds West, a distance of 8.95 feet for a POINT OF BEGINNING; thence North 88 degrees 00 minutes 03 seconds West, a distance of 50.00 feet; thence North 02 degrees 14 minutes 40 seconds East, a distance of 564.19 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 50.46 feet; thence South 02 degrees 14 minutes 40 seconds West, a distance of 557.17 feet to the POINT OF BEGINNING; said described tract containing 0.644 acre (28,034 square feet), more or less.

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And Less and Except:

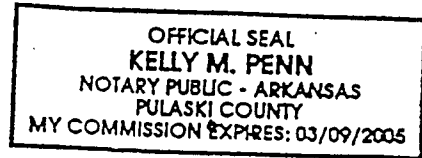
Collins Street, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Beginning at Southwest corner of Block 1 of the Rectortown Addition; thence along the East line of Collins Street North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 10 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet; thence South 80 degrees 00 minutes 19 seconds East, a distance of 22.17 feet; thence South 02 degrees 14 minutes 19 seconds West, a distance of 605.42 feet; thence North 87 degrees 56 minutes 30 seconds West, a distance of 5.95 feet to the POINT OF BEGINNING; said described tract containing 0.202 acre (8,808 square feet), more or less.

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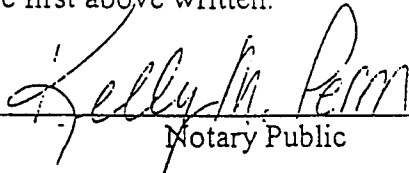
ACKNOWLEDGMENT OF LANDLORD

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)



BE IT KNOWN, that on this March 1, 2002, before me, the undersigned Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, personally came and appeared Cy Carney, City Manager of the City of Little Rock, Arkansas, and who is known to me and known to be such official, acknowledged before me that he, in his capacity as such official and with full authority, executed and delivered the same voluntarily for and as the act of the said City as of the date the same bears.

GIVEN under my hand and seal of office on the date first above written.



Notary Public

My Commission Expires:

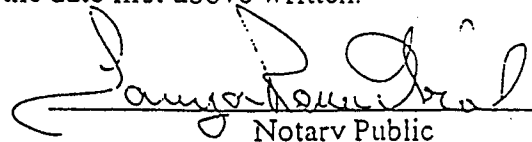
3-09-2005

ACKNOWLEDGMENT OF TENANT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

BE IT KNOWN, that on this March 1, 2002, before me, the undersigned Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, personally came and appeared James L. "Skip" Rutherford, President of The William J. Clinton Presidential Foundation, and who is known to me and known to be such officer, acknowledged before me that he, in his capacity as such officer and with full authority, executed and delivered the same voluntarily for and as the act of the said Foundation as of the date the same bears.

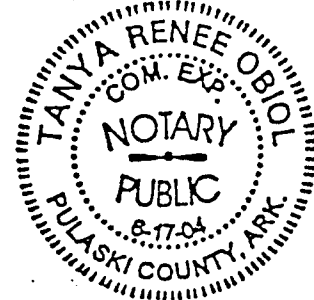
GIVEN under my hand and seal of office on the date first above written.



Notary Public

My Commission Expires:

6-17-04



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4.5. Title to Improvements. "Improvements" means any buildings, structures, and fixtures, and any renewals and replacements thereof, erected, built, installed, or constructed upon the Premises during the Term. Title to all Improvements shall remain the property of Tenant during the Term. Upon termination of this Lease, the Premises and all Improvements shall become the sole property of the Landlord in fee simple and free and clear of all encumbrances excepting only the lien of taxes assessed, if any, but not yet due and payable (for which Tenant shall remain obligated to pay to the extent that they are allocable to the period prior to the termination of this Lease). The Parties acknowledge that Tenant may remove any and all Improvements at any time prior to the expiration or earlier termination of this Lease in connection with any Restoration pursuant to Section 9.4 or Alteration pursuant to Section 6.5.

ARTICLE 5—OPERATION AND MAINTENANCE

5.1. Operation and Maintenance.

(a) Tenant shall maintain all of the Premises except (i) sweeping the Parking Areas and other paved exterior surfaces, and (ii) from and after January 1, 2007, that portion of the Park Terraces and Amphitheater more than 75 feet from the Library and Museum, the Archives, and the Choctaw Station. Tenant's areas of responsibility are shown as the areas labeled "A" on Exhibit E.

(b) Landlord shall maintain (i) the Parking Areas to the extent described in Section 5.4(b) and (ii) from and after January 1, 2007, that portion of the Park Terraces and Amphitheater more than 75 feet from the Library and Museum, the Archives, and the Choctaw Station. Landlord's areas of responsibility are shown as the areas labeled "B" on Exhibit E).

(c) Landlord shall furnish electricity for all outdoor lighting and other outdoor electrical use in the Park.

(d) Landlord shall furnish potable water for all outdoor water use in the Park, excepting only water used in any decorative fountain in the Circular Drive. Tenant shall maintain the landscape irrigation system to and including December 31, 2006. Thereafter, one of the parties (to be mutually agreed upon from time to time) shall maintain the irrigation system and the cost of such maintenance shall be divided equally between the parties.

5.2. Operating Procedures. The Parties agree that the maintenance and operation of the Premises shall be subject to such written operating procedures (the "Operating Procedures") as may be adopted by agreement between Landlord and Tenant from time to time. Any amendment or supplement to the Operating Procedures must be in writing, consented to, and executed by each of the Parties. Each Party agrees to consider in good faith any amendment or supplement to the Operating Procedures requested in writing by the other Party.

5.3. Public Transportation and Access. The availability of public transportation is an important consideration for Tenant's decision to locate the Clinton Presidential Center on the Premises.

(a) *Trolley*. CATA presently operates a trolley system along a route in downtown Little Rock, with a stop at the River Market District. Landlord agrees to use its best efforts to cause

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CATA to continue to operate a trolley system in downtown Little Rock, with stops at the River Market District, the Circular Drive, and the convention hotels on West Markham Street.

(b) *Streetcar System.* Landlord, acting through CATA, shall use its best efforts to construct a fixed rail streetcar system that crosses the Arkansas River, linking the Alltel Arena in North Little Rock with the River Market District and the Premises.

(c) *River Rail Station.* At an appropriate time in the future, Tenant will design and construct the River Rail Station for loading and unloading passengers of the streetcar system at the Premises. Tenant shall not be responsible for design, construction, or financing of any other portion of the streetcar system, including without limitation any rail, switches, or other streetcar equipment. If the River Rail Station serves one or more other destination facilities adjacent to the Premises, Tenant agrees also to work with the operator(s) of those facilities in the design of the River Rail Station. Landlord and Tenant (and the operator(s) of any other destination facility that shares the River Rail Station) will share the cost of construction of the River Rail Station equally. Landlord will operate and maintain the River Rail Station.

5.4. Parking.

(a) *Management.* Tenant shall manage and operate or oversee the management and operation of the Parking Areas in accordance with the Operating Procedures. Tenant may restrict access to the Bus Parking. Tenant anticipates that the Public Parking generally will be open to all users of the Premises and those persons who visit neighboring attractions; provided, however, that Tenant may designate a reasonable number of parking spaces in the Public Parking for the sole use by Permitted Subleases under Article 12.

(b) *Maintenance.* Landlord, at its cost, shall cause the Parking Areas to be: (a) maintained in a clean and sanitary condition; (b) kept properly drained and reasonably free from snow, ice, and debris; and (c) provided with adequate lighting and security during the hours of operation of the Premises. Tenant agrees to maintain the structural integrity of the Parking Areas.

(c) *Staff & Service Zone.* The Staff & Service Zone will be fenced for security reasons and will not be open to the public at any time. All maintenance of the Staff & Service Zone will be the responsibility of Tenant.

5.5. Security.

(a) *Security for the Premises.* Landlord shall provide 24-hour police and fire protection service to the Premises. Landlord shall maintain a police substation in the River Market District or shall construct and maintain a similar police substation within the area encompassed by the River Market District, the Premises, and the Clinton Presidential Park Zoning and Design Overlay District.

(b) *Buildings.* Tenant will provide security for the Library and Museum, the Archives, the Choctaw Station, and the Staff & Service Zone.

(c) *Special Security.* Special security and national security concerns will arise with respect to the materials in the Clinton Presidential Center and the use of the Premises by President Clinton

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LEASE AGREEMENT

BETWEEN

CITY OF LITTLE ROCK, ARKANSAS, AS LANDLORD

AND

THE WILLIAM J. CLINTON PRESIDENTIAL FOUNDATION, AS TENANT

DATED AS OF MARCH 1, 2002

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LEASE AGREEMENT

This Lease Agreement, dated as of March 1, 2002 (the "Lease"), is made by and between the City of Little Rock, Arkansas ("Landlord"), whose address is City Hall, 500 West Markham Street, Little Rock, Arkansas 72201, and The William J. Clinton Presidential Foundation ("Tenant"), whose address is P. O. Box 1104, Little Rock, Arkansas 72203-1104.

RECITALS

- A. On July 17, 2001, Landlord's Board of Directors passed Ordinance No. 18,528, adopting the Little Rock Parks & Recreation Master Plan (the "City Master Parks Plan") and defining the boundaries of the William Jefferson Clinton Presidential Park (the "Park") in downtown Little Rock along the riverfront of the Arkansas River.
- B. The Park consists of real property located in the City of Little Rock, Pulaski County, Arkansas, as specifically described in Exhibit A (the "Premises").
- C. Landlord issued a Request for Proposals (Bid No. 01-297) for the lease of property in the Park. The Park was created to honor the Honorable William Jefferson Clinton, the 42nd President of the United States, and Arkansas' only citizen elected President.
- D. Tenant was formed for the primary purpose of designing, constructing, and initially endowing a presidential archival depository to house and preserve the books, correspondence, documents, papers, pictures, photographs, and other memorabilia of President William Jefferson Clinton.
- E. Tenant submitted a response to Landlord's Request for Proposals in which it proposed to construct and operate the Presidential library and archive for President Clinton and related facilities (the "Clinton Presidential Center") in the Park. The Clinton Presidential Center to be built and paid for by Tenant will include the Presidential Library and Museum, the Archives, adaptive reuse of the historic 1899 Choctaw Station, Parking Areas, Staff & Service Zone, Circular Drive, and landscaping and other improvements to the grounds of the Park, including without limitation the Park Terraces and Amphitheater, the Arboretum, and the Contemplation Grove.
- F. Pursuant to Resolution No. 11,134 adopted by Landlord's Board of Directors, Tenant was selected as the most suitable entity to enter into a lease with Landlord for property in the Park.
- G. In its response, Tenant also proposed to renovate the abandoned Rock Island Railroad Bridge (the "Railroad Bridge") for use as a pedestrian crossing and to provide a portion of the cost of the Railroad Bridge renovation. The Railroad Bridge is not part of the Premises.
- H. Landlord and Tenant desire to enter into this Lease to enable Tenant to construct and operate facilities on the Premises compatible with Landlord's designation of the Premises as a city park created to honor The Honorable William Jefferson Clinton, 42nd President

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of the United States, and to memorialize Tenant's undertakings with respect to the Railroad Bridge.

NOW, THEREFORE, for and in consideration of the mutual premises and promises herein contained, Landlord and Tenant covenant and agree as follows:

ARTICLE 1—DEMISE; TERM

1.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon and under the conditions set forth in this Lease, the Premises, subject only to those exceptions specifically described on Exhibit B ("Permitted Exceptions").

TO HAVE AND TO HOLD the same unto the said Tenant for the term of this Lease and upon and under the conditions stated in this Lease, together with all rights and privileges appurtenant thereto.

1.2. Term. The term of this Lease (the "Term") shall be for a period of 99 years commencing on March 1, 2002 (the "Term Commencement Date") and ending at 12:00 midnight, February 28, 2101, unless this Lease is modified, terminated on an earlier date, or renewed in accordance with Section 1.3.

1.3. New Term. Prior to the end of the term, Landlord shall solicit proposals for the operation of the Clinton Presidential Park in the manner then required by applicable law. So long as Tenant is not then in default under this Lease, Tenant shall have the right to submit a response to Landlord. Landlord reserves the right to modify the Term of this Lease pursuant to any changes in the applicable state law if (a) in the opinion of the governing body of Landlord it is deemed in the best interest of Landlord to do so and (b) the modification is acceptable to Tenant.

1.4. Use of the Archives. The parties acknowledge that Tenant intends to use a portion of the Premises (the "Archives") for construction of a depository for the Presidential records of President Clinton subject to Chapter 22 of the Presidential Libraries Act of 1986 (Pub. L. 99-323) (the "Presidential Libraries Act"). Pursuant to the provisions of relevant state and federal law, Landlord shall negotiate, execute, and deliver a separate agreement with the National Archives and Records Administration ("NARA") that allows the National Archivist to recommend acceptance of the Archives consistent with the public interest. Landlord shall permit such agreement to be filed and recorded with the Circuit Clerk of Pulaski County, Arkansas.

1.5. Division of Premises into Zones. Solely for the purpose of easing the administration of this Lease and describing the undertakings of Landlord and Tenant, the Premises shall be divided into zones, as shown on the map of the Premises attached as Exhibit C. The zones are generally described as follows:

Letter Designation	Short Name	General Description
A	Library and Museum	Real property on which the building(s) containing the Presidential Library and Museum will be located.

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| B | Archives | Real property on which the building(s) containing the Presidential Archives will be located. |
| C | Choctaw Station | Real property on which the existing building known as the Choctaw Passenger Station is located. |
| D | Circular Drive | Real property constituting an entry plaza and vehicular turnaround at the east terminus of President Clinton Avenue, also know as the Celebration Circle. |
| E | Primary Parking | Real property west of the Choctaw Station on which a parking lot will be located. |
| F | Bus Parking | Real property south of the Primary Parking on which a parking lot for buses will be located. The Primary Parking and Bus Parking are referred to collectively as the "Parking Areas." |
| G | Staff & Service Zone | Real property adjacent to and east of the Archives on which a driveway and parking enclosed with security fencing will be located. |
| H | Park Terraces and Amphitheater | Real property above the ordinary high water mark north of the east-west axis of President Clinton Avenue. |
| I | Arboretum | Real property west of the Choctaw Station and south of President Clinton Avenue, excluding the Parking Areas. |
| J | Contemplation Grove | Real property east of the Library and Museum and Archives and south of the east-west axis of President Clinton Avenue. |
| K | River Rail Station | Real property adjacent to East Third Street and south of the Choctaw Station designated for future location of a passenger station for the fixed rail trolley system of Central Arkansas Transit Authority ("CATA"). |

The following areas are identified for purposes of this Lease but are not part of the Premises:

- | | | |
|---|------------------------|---|
| L | AHTD Property | Real property west of the Park Terraces and Amphitheater leased or to be leased by Landlord from the Arkansas Highway Transportation Department ("AHTD"). |
| M | Related Public Streets | Landlord's public streets within and adjacent to the Premises, including portions of President Clinton Avenue, a street (to be named) extending south from the Circular Drive, Collins Street, and East Third Street. |

ARTICLE 2—RENT AND OTHER CONSIDERATION

2.1. Annual Rent. Commencing on the Term Commencement Date and continuing throughout the remainder of the Term and any Renewal Term, Tenant shall pay an annual fixed rent of \$1.00 (the "Annual Rent").

2.2. Payment of Rent. The Annual Rent shall be paid in advance on the Term Commencement Date and on each one year anniversary thereof during the Term and any Renewal Term. Tenant, at its option, may pay the Annual Rent for the Term or any Renewal Term in advance.

2.3. Other Consideration. The amount of the Annual Rent, having been approved by Landlord's Board of Directors by its Resolution No. 11,134, adopted October 2, 2001, together with the commitment of Tenant made pursuant to this Lease to construct and operate the Clinton Presidential Center on the Premises and to maintain the Library and Museum, the Archives, and the Choctaw Station and an area 75 feet around such buildings, the Circular Drive, the Parking Areas, the Arboretum, the Staff & Service Zone (in all cases except sweeping the Parking Areas and other paved exterior surfaces), and, to and including December 31, 2006, the Park Terraces and Amphitheater, and thereby obviating the necessity that Landlord provide personnel and funds for the same, constitute consideration for this Lease.

ARTICLE 3—DELIVERY OF POSSESSION; IMPROVEMENTS

3.1. Possession. If it has not already been delivered, Landlord shall deliver possession of the Choctaw Station to Tenant on the Term Commencement Date. Landlord shall deliver possession of the balance of the Premises as soon as the work described in Section 3.2 is completed, but in any event not later than June 1, 2002.

3.2. Site Preparation. Landlord shall complete razing all structures and foundations on the Premises (except for the Choctaw Station), clear the area of all debris, abate all environmental contamination identified in the Phase I Environmental Site Assessments, Phase II Subsurface Investigations, and Additional Phase II Subsurface Investigation scheduled in Exhibit D, remove all railroad tracks and beds, relocate all public utilities (excepting only the 54-inch sanitary sewer interceptor located along the north boundary of the Premises), and otherwise make the Premises ready for construction.

3.3 Construction of Clinton Presidential Center.

(a) Tenant shall construct the improvements constituting the Clinton Presidential Center substantially in accordance with Tenant's response to Landlord's Request for Proposals, all of which shall be compatible with the use of the Premises as a city park created to honor President Clinton. Landlord shall cooperate with and assist Tenant in developing the Premises. The estimated value of the improvements constructed by Tenant is as follows:

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Landscaping	\$ 24,423,000
Library and Museum	53,973,000
Archives	18,750,000
Choctaw Station Renovation	<u>2,824,000</u>
Total	<u>\$99,970,000</u>

(b) Tenant shall design, construct, and equip the Archives in substantial compliance with NARA's established standards, including without limitation the Architectural Design Standards for Presidential Libraries as promulgated by the Archivist of the United States under the Presidential Libraries Act (or shall receive approval from NARA for material deviations therefrom), and shall use its best efforts to cause the Archives to be accepted by the United States government.

(c) Tenant shall complete the improvements on the Premises pursuant to the proper building permits issued by Landlord in the manner provided by law. Landlord agrees that issuance of such building permits will not be unreasonably withheld or delayed.

(d) Tenant shall cause its contractor to provide payment and performance bonds for construction of the improvements described in this Section.

3.4. Railroad Bridge. Because Tenant proposed to renovate the Railroad Bridge in its response to Landlord's Request for Proposals, and because Landlord accepted Tenant's proposal as part of the publicly advertised competitive bid process, it is the intention of the parties that Tenant will enter into a separate agreement with Landlord with respect to the Railroad Bridge.

3.5. Construction of Public Streets. Landlord shall design, construct, reconstruct, improve, and realign the Related Public Streets, including all appropriate street lighting and signage. Consistent with the standards of Landlord's Master Street Plan and the provisions of the Little Rock Parks & Recreation Master Parks Plan, the design of the Related Public Streets shall be in accord with Tenant's design standards for the improvements constructed by Tenant pursuant to the Article (including without limitation type of light fixtures and finish of sidewalks). Landlord agrees to provide Tenant the plans and specifications for the Related Public Streets for review and comment. Landlord shall use its best efforts to substantially complete construction of the Related Public Streets in coordination with Tenant's construction schedule, unless extended by agreement of the parties due to unforeseen circumstances or those outside of Landlord's control.

3.6. AHTD Property. Because Tenant proposed to landscape the AHTD Property in its response to Landlord's Request for Proposals, it is the intention of the parties that Landlord will obtain all agreements necessary for use of the AHTD Property.

3.7. Cooperation. The parties acknowledge that the construction to be undertaken by each of them under this Article will require close cooperation and coordination. To this end, the parties agree to use their best efforts to keep each other apprised of their respective plans.

ARTICLE 4—USE; ACCESS

4.1. Use of Premises. The Premises shall at all times be used as a public park and the site of the Presidential library and archives for President Clinton. Subject to the provisions of Section

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5.5(c), the grounds of the Park shall be open to the public in accordance with such rules and regulations as shall be promulgated by Landlord. The parties acknowledge that Landlord, acting through its Parks and Recreation Department, will be responsible for programming, as that term is defined in the City Master Parks Plan, for the Park. Landlord agrees to work in cooperation with Tenant in the development of programming for the Premises to maintain the theme for the Premises and avoid scheduling conflicts, especially those that may require closing of the Premises to the public for national security concerns, as discussed at Section 5.5(c).

4.2. Commercial Activities. At any time during the Term, Tenant may grant concessions or enter into space or occupancy agreements granting third parties the right to sell goods, wares, merchandise, food, and services or to provide entertainment in or at the Premises. The foregoing shall not be considered a subletting or assignment for purposes of this Lease, including but not limited to Article 12, nor shall such third party be considered a subtenant within the meaning of this Lease. Tenant shall assure that any such concessions or agreements are subordinate to this Lease, and terminate upon termination of this Lease. Except as provided in this Section, no commercial activities (such as, but not limited to, the offering of gifts, souvenirs, food, and refreshments) shall be permitted in any portion of the Premises by persons or organizations other than Landlord and Tenant unless authorized by Tenant.

4.3. Access to Premises. Tenant shall have access to the entire Premises at all times during the Term, except to the extent otherwise expressly provided herein. Landlord shall not permit or create, or cause to be permitted or created, any continuing event or condition that prevents, restricts, or otherwise materially interferes with Tenant's use and enjoyment of the Premises for its intended purpose.

4.4. Tenant's Personal Property. All personal property not permanently affixed, furniture, furnishings, machinery, equipment, movable trade fixtures, and other personal property at the Premises, including any such property in the Archives owned by Tenant or NARA, supplied by or installed by or on behalf of Tenant ("Tenant's Personal Property") shall remain the property of Tenant or NARA, respectively. Tenant and NARA may remove Tenant's Personal Property from the Premises at anytime during the Term.

Tenant shall have the right, without obtaining Landlord's prior written consent, to enter into various leasing or other financing arrangements with respect to Tenant's Personal Property ("Equipment Financing"). Landlord shall not have any lien for the performance of any obligations of Tenant upon any of Tenant's Personal Property and Landlord hereby expressly waives the provisions of any law giving to it such a lien. Landlord agrees, if requested by or on behalf of any lender to which Tenant shall grant a security interest in Tenant's Personal Property or any lessor of Tenant's Personal Property in connection with such Equipment Financing (collectively, the "Equipment Lessor"), to promptly execute, acknowledge, and deliver such waivers or other instruments reasonably required by Tenant or the Equipment Lessor to confirm that Landlord: (i) has waived any such lien, (ii) agrees that the Equipment Lessor shall have the right to enter upon the Premises for the purposes of removing Tenant's Personal Property, and (iii) shall not hinder or delay such removal, provided that Tenant or the Equipment Lessor shall agree to repair any damage to the Improvements caused by such removal and otherwise comply with the terms of this Lease in connection with such removal.

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and others. Landlord agrees to cooperate fully with Tenant, NARA, the Secret Service, and the University of Arkansas with respect to such security concerns and to allow the Premises to be closed to the public from time to time as necessitated by such concerns. The cost of closing the Premises will be born by Tenant.

5.6. **Quality of Maintenance.** It is the intent of the parties that the Premises be maintained in a first class manner consistent with the quality of maintenance at other Presidential Libraries in the United States.

5.7. **Signage.** Landlord shall post appropriate signage for the Clinton Presidential Center in various locations in the City of Little Rock and shall use its best efforts to cause appropriate signage for the Clinton Presidential Center to be posted on state and interstate highways.

5.8. **Promotion.** Landlord through its Advertising and Promotion Commission shall submit an annual marketing and public relations plan that shall be reviewed with Tenant both in advance and before year end.

ARTICLE 6—GENERAL CONSTRUCTION AND ALTERATION REQUIREMENTS

6.1. **"Construction" Defined.** As used in this Article, "construction" includes initial construction of the Improvements as contemplated in Sections 3.2 and 3.3, work performed in connection with any Restoration pursuant to Section 9.4 or Alteration pursuant to Section 6.5, and any other construction carried on by either party at the Premises.

6.2. **Construction to Proceed in Reasonable Manner.** Each Party agrees that construction shall not be performed so as to (a) unreasonably interfere with construction being performed by the other Party, (b) cause any unreasonable increase in the cost of construction being performed by the other Party, or (c) unreasonably interfere with the other Party's operations and rights as contemplated by this Lease. Notwithstanding the foregoing, or anything else in this Article, neither Party shall perform construction or erect barricades in a manner which materially adversely affects, or otherwise substantially interferes with, the use and operation of the Premises, except to the extent specifically permitted in Section 5.5(c) and elsewhere in this Lease. Nothing in this Section shall preclude the use of perimeter fencing of the Premises during construction of the improvements described in Article 3.

6.3. **Safety Matters.** Each Party initiating or responsible for construction shall take all safety measures reasonably required to protect the other Party and all Premises visitors and the property of each from injury or damage caused by or resulting from the performance of its construction.

6.4. **Workmanship; Evidence of Compliance with Construction Requirements.** Each Party agrees that all construction to be performed under this Lease by such Party shall be done in a diligent, good, and workmanlike manner and in accordance with all applicable laws, including the standards set forth in Section 3.3(b). Each Party shall pay all costs, expenses, liabilities, and liens arising out of or in any way connected with such construction. After it has completed any construction, each Party shall, within 60 days after the written request of the other Party, deliver to the requesting Party evidence that the construction has been completed in compliance with all applicable laws.

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6.5. Alterations. At any time and from time to time during the Term, Tenant may, but is not obligated to, construct or otherwise make new Improvements on any part of the Premises and to demolish, remove, replace, alter, relocate, reconstruct, or add to any existing Improvements in whole or in part, to modify or change the contour or grade, or both, of the Premises (any of which activities is referred to herein as an "Alteration"), provided that all of the following conditions are satisfied with respect to the Alteration in question:

(a) Each Alteration in an amount in excess of \$5,000,000 shall be subject to prior approval of Landlord, which consent shall not be unreasonably withheld or delayed.

(b) Once commenced, each Alteration shall be effected with due diligence, in a good workmanlike manner, and in material compliance with all laws and insurance requirements.

(c) The expenses for any Alteration shall be timely and fully paid or shall be adequately provided for by Tenant; provided, however, that Tenant shall be permitted to contest the validity and amount of any such expense provided that it does not result in the imposition of a lien against the Premises unless either: (i) such lien is removed within 60 days from the date Tenant receives notice thereof, or (ii) such lien is adequately bonded, or otherwise provided for in a manner acceptable to Landlord.

6.6. Tenant Improvements. Landlord shall cooperate with Tenant (including its architects and contractors), which shall include but not be limited to, executing all documents, providing all information, appearing before governmental boards and authorities, and such other actions as may be required or otherwise reasonably requested by Tenant in connection with obtaining all building permits, licenses, and other governmental approvals and authorizations which may be required to commence or complete Improvements and other work at the Premises proposed by Tenant, at Tenant's written request.

6.7. Liens. Each Party agrees that in the event any mechanic's lien or other statutory lien shall be filed during the Term against the ownership or leasehold interest of the other Party in the Premises by reason of work, labor, services, or materials supplied to or at the request of the Party or pursuant to any construction, it shall pay and discharge the same of record within 60 days after receiving notice of the filing thereof, subject also to the provisions of the following sentence. Each Party shall have the right to contest the validity, amount, or applicability of any such liens by appropriate legal proceedings, and so long as it shall furnish bond or indemnity, and be prosecuting such contest in good faith, the requirement that it pay and discharge such items within said 60-day period shall not be applicable. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Party contesting such liens, such Party shall, within five business days thereafter, cause the lien(s) to be discharged of record.

ARTICLE 7—INSURANCE

7.1. Extended Coverage and Liability. Tenant shall, throughout the Term, maintain with respect to the Premises and Improvements insurance of the following character:

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(a) All Improvements shall be insured with extended coverage (all risks) casualty insurance, in the amount of the replacement value thereof. Such insurance shall include coverage for any other named perils customarily insured against in the general vicinity of the Premises.

(b) Comprehensive public liability and property damage insurance covering the Premises and the Improvements with combined single limit coverage in an amount not less than \$2,000,000 each occurrence and \$2,000,000 aggregate where applicable. The policy representing such insurance shall insure Landlord and Tenant against liability for injury to persons or property damage occurring in or about the Premises or arising out of the ownership, maintenance, operation, use, or occupancy thereof.

(c) A policy or policies of worker's compensation insurance sufficient to comply with all applicable laws.

(d) Such other insurance, in such amounts and against such other risks, as deemed necessary by Tenant.

7.2. **Builder's Risk Insurance.** During the construction of any Improvements, the insurance required by this Article shall be in the form commonly known as "Builder's Risk" on an "all risk" basis including without limitation coverage against fire, lightning, wind damage, hail, and collapse. The policy shall be secured and maintained by Tenant or its general contractor in a form and amount as may from time to time be determined by Tenant. Coverage shall include all materials, supplies, and equipment that are intended for specific installation in the Improvements while such materials, supplies, and equipment are located in or on the Premises, in transit, and while temporarily located away from the Premises for the purpose of repair, adjustment, or storage at the risk of one of the insured parties.

7.3. **Carriers; Policies.** All insurance provided for pursuant to this Article shall:

(a) Be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility licensed to do business in the State of Arkansas;

(b) Name Landlord and Tenant as insured parties thereunder, as their respective interests may appear;

(c) Provide that no cancellation, modification (to the extent of a modification to coverage which results in non-compliance under this Lease), or termination thereof on account of nonpayment of premiums or any other reason shall be effective until at least 20 days after delivery of written notice thereof to Landlord and, to the extent obtainable without additional premium, such insurance shall not be invalidated as to the interest of Landlord by any act, omission, or neglect of Tenant, any Leasehold Mortgagee, their respective employees or agents, or any occupant of the Premises which might otherwise result in a forfeiture or suspension of such insurance; and

(d) Have deductibles in amounts deemed appropriate by Tenant.

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Tenant shall be permitted to effect any of the insurance coverage required under this Article to be procured and maintained by Tenant by means of a "blanket" or "umbrella" policy or policies of insurance.

7.4. Proceeds. Fire and extended coverage insurance proceeds and boiler and machinery insurance proceeds paid to Tenant by reason of damage to the Improvements shall be used by Tenant to restore the Improvements if Tenant elects to do so under Article 9.

7.5. Certificate of Insurance. Copies of the original insurance policies (or certificates thereof satisfactory to Landlord) shall be delivered to Landlord on or before the Term Commencement Date. Thereafter, Tenant at all times will deliver copies to Landlord of renewal certificates, replacement policies, or other satisfactory proof of such insurance, together with satisfactory evidence of payment of the premiums thereon.

7.6. Release and Waiver of Subrogation. To the extent permitted by law, Landlord and Tenant hereby waive all rights of recovery and causes of action, and each releases the other from any liability (provided such party's right of full recovery under the applicable policy is not adversely affected), from all claims it might otherwise have (including a claim for negligence) which it might have against the other party for losses, damage, or destruction occasioned during the Term to the property of each located within or upon or constituting a part of the Premises, which losses and damages are of the type covered under the policies required by this Article or actually carried. The policies required by this Article shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto with respect to any such losses so long as the same is obtainable at no significant additional cost.

7.7. Assurance of Title. In the event that any defects in Landlord's title to the Premises, excepting only the Permitted Exceptions, shall be discovered or asserted, Landlord agrees to exercise its power of eminent domain to cure such defects.

ARTICLE 8—IMPOSITIONS

8.1. Tenant's Obligation to Pay Impositions. Tenant shall pay, before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof, all Impositions which are hereafter assessed, imposed, or become a lien upon the Premises or any part thereof during the Term. If, by law, any such Imposition may be paid in installments, Tenant may pay the same in installments and Tenant shall only be required to pay those installments coming due during the Term. "Impositions" shall be defined as all taxes (including possessory interest taxes associated with the Premises and the execution of this Lease), assessments (including all assessments for public improvements or benefits), fees, water, sewer, or similar rates and charges, excises, levies, license fees, permit fees, inspection fees, and other authorization fees and other governmental charges of any kind or nature whatsoever, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or hereafter levied or assessed in lieu of or in substitution of any of the foregoing of every character, which at any time during the Term may be assessed, levied, confirmed, or imposed on or be a lien upon the Premises, any Improvements, or the leasehold estate created hereby, or which may be levied upon or measured by the rent payable under this Lease. "Impositions" shall not include any income, excess profit, estate, inheritance, successions, transfer, franchise, capital, or other tax assessment upon the fee interest of Landlord in the

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Premises or upon the rentals payable under this Lease, all of which shall be the obligation of Landlord. Tenant will pay or reimburse Landlord, as the case may be, for any fine, penalty, interest, or cost which may be added by the collecting authority for the late payment or nonpayment of any Imposition required to be paid by Tenant under this Lease. All Impositions imposed for the tax year in which this Lease shall commence, and the tax year in which this Lease shall terminate, shall be apportioned between Tenant and Landlord. Notwithstanding the foregoing, Tenant shall have the right to contest any Imposition or other assessment, valuation, or levy against all or any part of the Premises, or any interest therein, in accordance with applicable laws and the provisions of Section 22.8.

ARTICLE 9—DAMAGE

9.1. Notice. In the event of any material damage to the Improvements caused by fire or other peril, Tenant shall promptly give written notice thereof to Landlord generally describing the nature and extent of such damage.

9.2. Restoration or Termination.

(a) In the event of any damage to the Improvements for which insurance proceeds are made available to Tenant, Tenant shall, within a reasonable period of time, commence and complete such restoration, replacement, or rebuilding of the Improvements as Tenant determines, in its sole discretion, to make, to the extent possible with the available insurance proceeds (such restoration, replacement, and rebuilding, together with any temporary repairs pending completion of the work, being hereinafter called "Restoration"). In the event of any Major Damage to the Improvements, Tenant shall, at Tenant's option upon written notice to Landlord, as promptly as practicable, either (i) commence and complete Restoration, (ii) elect to operate with the remaining Improvements, or (iii) elect to terminate this Lease. If Tenant elects to terminate this Lease and there are any insurance proceeds made available to Tenant, then such proceeds shall be payable to Tenant.

(b) "Major Damage" to the Improvements shall mean such damage that the cost of Restoration by reason thereof will exceed 25 percent of the cost to replace the Improvements in the Premises in their entirety as of the date of the damage. "Major Damage" shall also include damage, destruction, or casualty to the Premises or the Improvements which: (i) is total or substantially total; (ii) renders the Premises, the Improvements, or the use thereof untenable or substantially untenable; or (iii) cannot be repaired or restored at least two years prior to the expiration of the Term. "Untenantable" shall mean that Tenant is prevented or prohibited from using the Premises or the Improvements in a manner substantially comparable to that existing on the date immediately preceding the subject damage, destruction, or casualty.

9.3. Effect of Lease Termination. If Tenant elects to terminate this Lease pursuant to this Article, the following shall apply:

(a) If Landlord so elects, Tenant shall raze that part of the Improvements that has been damaged and clear the area of all debris; provided that Tenant shall have no obligation under this Section if the damage, destruction, or other casualty resulted from or was related to the negligence or willful misconduct of Landlord, its agents, employees, contractors, or licensees.

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(b) This Lease shall terminate and the parties shall thereupon be released from their obligations under this Lease, except for those obligations which have accrued prior to the effective date of such termination, upon either the date set forth in Tenant's notice of termination or, if Landlord makes the election under subparagraph (a), the date on which such demolition and clearing is completed.

9.4. Restoration. All Restoration undertaken by Tenant pursuant to this Article and pursuant to Article 10 shall be effected with due diligence, in a good workmanlike manner, and in material compliance with all laws and insurance requirements.

ARTICLE 10—CONDEMNATION

10.1. Notice. For purposes of this Article, "Taking" means the taking of all or any part of the Premises or the possession thereof under the power of eminent domain or voluntary sale of all or any part of the Premises to any person having the power of eminent domain, provided that the Premises or such part thereof is then under the threat of condemnation. In the event of a Taking of all or any part of the Premises, or the commencement of any proceedings or negotiations which might result in such Taking, Tenant shall, within a reasonable period of time, give written notice thereof to Landlord.

10.2. Total Taking. In the event of a Taking of the entire Premises or Improvements, this Lease shall terminate as of the date title vests in the condemning authority or the date the condemning authority is entitled to possession, whichever first occurs (the "Date of Taking"). In case of a Taking of such a substantial part of the Premises or Improvements as shall result in the Premises remaining after such Taking (even if Restoration were made) being unsuitable or economically unfeasible for the use to which the Premises had been put by Tenant prior to such Taking, Tenant may, at its option, terminate this Lease by written notice to Landlord given within 90 days after the Date of Taking, such termination to be effective as of a date specified in such notice; provided, however, Tenant shall be relieved of all monetary obligations and other liabilities arising under this Lease from and after the date of Taking. Any Taking of the Premises of the character referred to in this Section which results in the termination of this Lease is referred to as a "Total Taking". If Tenant elects to terminate this Lease as provided in this Section, then the parties shall be released without further obligations to the other party as of the effective date of such termination subject to (i) the indemnification provisions of Article 15 with respect to events occurring prior to termination, and (ii) the payment to Landlord by Tenant of all accrued obligations of Tenant to Landlord under this Lease as of the effective date of such termination.

10.3. Partial Taking. In case of a Taking of the Premises or the Improvements other than a Total Taking (a "Partial Taking"), (i) this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such Taking, and (ii) Tenant shall promptly commence and complete Restoration of the Premises provided that Tenant shall not be obligated to expend more for the Restoration than the amount awarded for such Restoration by the condemning authority, which amount shall be paid to Tenant for use in completing such Restoration.

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10.4. Award. Any award and other payments on account of a Taking, less costs, fees, and expenses incurred in the collection thereof ("Net Award"), shall be applied as follows:

(a) In case of a Partial Taking (except a Taking for temporary use), Tenant shall furnish to Landlord evidence satisfactory to Landlord of the total estimated cost of the Restoration required by Section 10.3.

(b) The Net Award received on account of a Partial Taking (except a Taking for temporary use) shall be held by Tenant and applied to pay the cost of Restoration. The balance, if any, shall be divided between Landlord and Tenant based on the then existing value of their respective interests in the Premises.

(c) Any Net Award received on account of a Taking for temporary use shall be paid as follows:

(i) each party shall attempt to obtain a separate award for its own damages resulting from such temporary Taking;

(ii) if the condemning authority fails or refuses to grant separate awards to each party, then the Net Award for a Taking for temporary use shall be divided between Landlord and Tenant based on the then existing value of their respective interests in the Premises.

(d) The Net Award received on account of a Total Taking shall be allocated based on the then existing value of their respective interests in the Premises.

10.5. Abatement of Rent. There shall be no abatement of Annual Rent in the event of a Partial Taking or a Taking for temporary use.

10.6. Landlord's Condemnation Covenant. Landlord hereby covenants and agrees not to condemn Tenant's interest in the Premises and Improvement and to refrain from consenting to or permitting any Taking by any other governmental authority without obtaining Tenant's prior written consent thereto. In addition, Tenant may, at its option and in its sole discretion, participate in any proceedings and negotiations in connection with any such Taking and other agreements relating or incidental thereto.

ARTICLE 11—LIENS

11.1. No Liens. Tenant will not create any mortgage, deed of trust, lien, security interest, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Premises, other than (i) this Lease, subleases and other agreements permitted by Article 12, and Leasehold Mortgages permitted by Article 13, (ii) liens for Impositions not yet payable or being contested as permitted by Section 22.8, (iii) liens of mechanics, materialmen, suppliers, or vendors for sums which under the terms of the related contracts are not at the time due or which are being contested as permitted by Section 22.8, (iv) the granting of easements, restrictions, and rights of way necessary or desirable in connection with the construction of the Improvements or otherwise granted in the ordinary course of business; or (v) liens on and in connection with any Equipment Financing or otherwise in connection with the acquisition of Tenant's Personal Property.

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11.2. Mechanics' Liens. Tenant agrees that Tenant will, at all times when the same may be necessary, or in Tenant's opinion desirable, and subject to Tenant's rights under Section 22.8, take such action as may be required under any law then in existence which will prevent the enforcement of any mechanics' or similar liens against the fee of the Premises for or on account of labor, services, or materials furnished to Tenant or furnished at Tenant's request.

ARTICLE 12—ASSIGNMENT AND SUBLEASING

12.1. Assignment. Tenant may not assign all or any part of its interest in this Lease, the Improvements, or the Premises; provided, however, that Tenant may assign its interest in the Archives to the United States of America, or any agency or instrumentality thereof, including without limitation NARA.

12.2. Sublease. Tenant may not sublease all or any part of the Improvements or the Premises; provided, however, that Tenant may make such sublease (i) to a Permitted Sublessee and (ii) to any persons or entities with Landlord's prior written consent. The following provisions shall apply to any sublease by Tenant:

(a) Tenant shall remain primarily obligated to perform Tenant's obligations under this Lease.

(b) Each sublease shall contain a provision requiring the subtenant to attorn to Landlord in the event this Lease is terminated.

12.3. Permitted Sublessee. As used herein, the term "Permitted Sublessee" shall mean any of the following:

(a) The United States of America, or any agency or instrumentality thereof, including without limitation NARA; and

(b) The State of Arkansas or any agency or instrumentality of the State of Arkansas, including without limitation the University of Arkansas.

12.4. Provisions Applicable to Subleases. The following provisions shall apply to any sublease proposed by Tenant:

(a) Tenant shall give Landlord at least 30 days' prior written notice of its desire to enter into a sublease. Such notice shall describe in reasonable detail the proposed terms of the sublease and the identity of the proposed subtenant. If Landlord fails to approve or disapprove the proposed sublease within 30 days after receipt of Tenant's written notice requesting such approval, Landlord shall be deemed to have approved the sublease in question.

(b) Any attempted assignment or sublease that does not comply with the provisions of this Article shall be voidable at Landlord's option within 30 days after delivery of written notice thereof to Landlord.

(c) Landlord's consent to any one assignment or sublease shall not constitute a waiver of the provisions of this Article as to any subsequent proposed assignment or sublease.

ARTICLE 13—LEASEHOLD MORTGAGES

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13.1. **Tenant's Right to Create Leasehold Mortgages.** At any time and from time to time during the Term Tenant may encumber all or any part of its interest in the Premises or the Improvements by way of one or more deeds of trust, mortgages, or other security devices (a "Leasehold Mortgage", the holder of which is referred to herein as a "Leasehold Mortgagee"); provided, that any such Leasehold Mortgage shall be subject and subordinate to the rights of Landlord under this Lease.

ARTICLE 14—TRANSFER BY LANDLORD

14.1. **Transfer.** Landlord may not sell, assign, or otherwise transfer fee ownership of all or any part of the Premises to any persons or entities other than Tenant, the State of Arkansas, or the United States of America. Any sale, assignment, or other transfer, other than to Tenant, shall be subject to this Lease and the purchaser, assignee, or transferee shall assume in writing all undertakings of Landlord under this Lease.

14.2. **Limitation on Encumbrance by Landlord.** This Lease shall automatically and without further documentation be prior and superior to any lease, mortgage, deed of trust, hypothecation, pledge, or other encumbrance made, created, or permitted by Landlord or resulting from actions or omissions of Landlord (including tax liens or judgment liens), and Landlord shall not cause or permit any such hypothecation, pledge, deed of trust, or other encumbrance to be made (whether arising voluntarily, by operation of law, or otherwise) unless such hypothecation, pledge, deed of trust, or other encumbrance specifically by its terms provides that it is subject and subordinate to this Lease in a manner and in a form approved by Tenant.

14.3. **Other Limitations.** Landlord covenants and agrees with Tenant that it shall not cause, create, or permit (whether voluntarily, by operation of law or otherwise) any lien, claim, charge, or attachment to be filed against all or any portion of the Premises, the Improvements, and any interest created by this Lease.

ARTICLE 15—INDEMNIFICATION

15.1. **Indemnification of Landlord.** Tenant shall protect, indemnify, defend, and hold Landlord harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, settlements, orders, and other costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord or the Premises by reason of the occurrence or existence of any of the following: (i) any accident, injury to, or death of persons (including workmen) or loss of or damage to property occurring on the Premises or any part thereof; (ii) any use, non-use, possession, occupation, operation, maintenance, management, or condition of the Premises or any part thereof during the Term; (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof by or on behalf of Tenant; or (v) any gross negligence or willful misconduct on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees; except in each case described in the preceding

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clauses (i) through (v) to the extent resulting from events on the Premises sponsored or authorized by Landlord, any failure on the part of Landlord to perform or comply with any of the terms of this Lease or the breach of any representation made by Landlord in this Lease, or the gross negligence or willful misconduct of Landlord, its agents, servants, employees, sublessees, contractors, licensees, invitees, representatives, or assigns.

15.2. Indemnification of Tenant. To the extent that insurance coverage is provided for particular events sponsored by Landlord upon the Premises, Landlord shall protect, indemnify, defend, and hold Tenant harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, settlements, orders, and other costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Tenant or the Premises by reason of the occurrence or existence of any death, bodily injury, personal injury, or property damage resulting from events on the Premises sponsored or authorized by Landlord, any failure on the part of Landlord to perform or comply with any of the terms of this Lease or the breach of any representation made by Landlord in this Lease, or the gross negligence or willful misconduct of Landlord, its agents, servants, employees, sublessees, contractors, licensees, invitees, representatives, or assigns. Nothing in this Section shall be deemed a waiver or mitigation of any statutory immunity which Landlord enjoys under Arkansas law.

15.3. Use by Public for Recreational Purposes. The provisions of Ark. Code Ann. §§ 18-11-301—307 shall be applicable to the duties and liability of Landlord and Tenant to the extent permitted by law.

ARTICLE 16—TENANT'S DEFAULT AND LANDLORD'S REMEDIES

16.1. Tenant Default. The occurrence and continuation beyond the expiration of applicable notice and cure periods of any one or more of the following events shall be a "Tenant Default," unless such event is being contested or appealed as allowed in this Lease:

(a) Tenant shall fail to pay any sum due to Landlord under this Lease within 30 days after written notice that the same is past due and payable.

(b) Tenant shall fail to perform or comply with any other term of this Lease, such failure shall continue for more than 60 days after notice thereof from Landlord, and Tenant shall not within such period commence with due diligence and dispatch the curing of such default, or having so commenced, shall thereafter fail or neglect to prosecute or complete with diligence and dispatch the curing of such default.

(c) The filing by or against Tenant of any proceedings under any state or federal insolvency or bankruptcy law, or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, where such proceedings are not dismissed within 90 days after filing.

(d) The entry of an order for relief against Tenant under any bankruptcy, insolvency, or reorganization case.

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(e) The appointment of a receiver, trustee, liquidator, custodian, or similar officer of all or any part of the property of Tenant if such appointment is not discharged within 90 days after such appointment.

(f) The assignment of all or substantially all of the property of Tenant for the benefit of creditors.

(g) A writ of attachment or execution is levied on Tenant's interest in this Lease which writ is not discharged within 90 days after attachment or execution.

16.2. Notice from Landlord. At any time after the occurrence and during the continuance of a Tenant Default, Landlord may give written notice to Tenant of the termination of this Lease. On the date specified in such notice (which shall be at least ten business days after the delivery of such notice) this Lease shall terminate unless Tenant has cured such Tenant Default and all rights of Tenant under this Lease shall cease. Alternatively, Landlord may elect to continue this Lease and enforce all of its rights and remedies under this Lease. Tenant shall reimburse Landlord for all costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any Tenant Default under this Lease. All notices given to Tenant by Landlord under this Section shall also be given to NARA.

16.3. Termination of Tenant's Right to Possession. If a Tenant Default has occurred and is continuing, then Landlord shall have the immediate right to re-enter the Premises and terminate Tenant's right to possession thereof, excepting, however, the rights of NARA as contemplated in Section 1.4. Upon such occurrence, Tenant shall promptly surrender possession of the Premises and pay to Landlord all amounts due Landlord under this Lease. Landlord may, but shall have no obligation to, remove all persons and property therefrom, subject to Tenant's rights to remove and retain Tenant's Personal Property and the Improvements under Sections 4.4 and 4.5 and NARA's rights as contemplated in Section 1.4. Such property may be removed and stored in a warehouse or elsewhere at the expense and risk of and for the account of Tenant. Should Landlord elect to re-enter in accordance with this Lease, or should Landlord terminate Tenant's right to possession pursuant to legal proceedings or to any notice provided for by law, this Lease shall terminate, subject, however, to the rights of NARA as contemplated in Section 1.4.

16.4. Landlord's Equitable Relief. No expiration or termination of this Lease by operation of law or otherwise in the event of a Tenant Default, and no repossession of the Premises pursuant to Section 16.3 or otherwise, shall relieve Tenant of its liabilities and obligations arising prior to such termination or repossession, all of which shall survive such expiration, termination, or repossession, including, without limitation, the right of Landlord under Section 15.1 to indemnification for liability arising prior to termination of this Lease to the extent provided for therein for personal injuries or property damage, nor shall anything in this Lease be deemed to affect the right of Landlord to equitable relief where such relief is permitted at law.

16.5. No Waiver by Landlord. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of Landlord or Tenant with respect to any other then existing or subsequent breach. The failure of Landlord to insist upon strict performance of any of the obligations of Tenant under this Lease in one or more instances shall not be deemed a waiver of Landlord's right to insist upon the full and strict performance of

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the same or any other obligation of Tenant at a subsequent time nor shall the failure of Landlord to seek redress for the violation of any obligation or covenant of Tenant be deemed to preclude Landlord from seeking redress for any subsequent violation nor to prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

16.6. Landlord's Remedies Cumulative. Each right, power, and remedy of Landlord provided for in this Lease or existing at law or in equity shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Lease or existing at law or in equity, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers, or remedies provided for in this Lease or existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers, or remedies.

16.7. Force Majeure. Anything to the contrary contained in this Lease notwithstanding, Tenant shall not be deemed to be in default of any such obligations if it shall be prevented from or delayed in performing such obligation by reason of the occurrence of a Force Majeure, and Tenant's time for such performance shall be extended by the number of days during which any condition of Force Majeure prevails. "Force Majeure" means delays or defaults due to war; insurrection; strikes, lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; unusually severe weather; or other causes beyond the reasonable control of the party obligated to perform (except financial inability). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party or parties within 60 days after the commencement of the cause.

ARTICLE 17—LANDLORD DEFAULT AND TENANT'S REMEDIES

17.1. Landlord Default. A "Landlord Default" shall have occurred under this Lease, thereby entitling Tenant to exercise each right, power, and remedy to which it is entitled under this Lease, at law or in equity, if Landlord breaches any representation or warranty (when made) or covenant on its part to be performed under this Lease which is not cured within 60 days (or such sooner period as may be required by law, or by virtue of an emergency) after written notice by Tenant to Landlord specifying Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than 60 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such 60-day period and thereafter diligently prosecutes the same to completion.

17.2. Force Majeure. Anything to the contrary contained in this Lease notwithstanding, Landlord shall not be deemed to be in default of any of its obligations under this Lease if it shall be prevented from or delayed in performing such obligation by reason of Force Majeure and Landlord's time for such performance shall be extended by the number of days during which any condition of Force Majeure prevails.

17.3. Tenant's Remedies. If a Landlord Default occurs, then Tenant shall have the right, in addition to any and all other remedies to which it is entitled under this Lease, (a) after 10

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business days' (or such sooner period as may be required by law, or by virtue of an emergency) written notice to Landlord of its intent to do so, to perform any obligation of Landlord and to either, at Tenant's option: (i) obtain immediate reimbursement of all costs of performing such obligation, or (ii) deduct the cost of performing such obligations, or (b) seek specific performance. Tenant shall also have any other remedy available to it at law or in equity under Arkansas law, which remedies shall be cumulative in the manner described by Section 16.6 for Landlord's remedies.

17.4. No Waiver. The failure of Tenant to insist upon strict performance of any of the obligations of Landlord under this Lease in one or more instances shall not be deemed a waiver of Tenant's right to insist upon the full and strict performance of the same or any other obligation of Landlord at a subsequent times nor shall the failure of Tenant to seek redress for the violation of any obligation or covenant of Landlord be deemed to preclude Tenant from seeking redress for any subsequent violation nor to prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

ARTICLE 18—ESTOPPEL CERTIFICATES

18.1. Estoppel Certificates. The parties agree to execute, acknowledge, and deliver within 20 days after a written request therefor a certificate that is in a form acceptable to each respective party certifying that (i) 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) the dates, if any, to which any rent and other sums payable under this Lease have been paid, and (iii) no notice has been received by such party of any default which has not been cured, and to the knowledge of such party no defaults then exist, except in either case as to defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser, mortgagee, sublessee, or assignee of the Premises or any part thereof, so long as such sale or mortgage is made in compliance with this Lease.

ARTICLE 19—TERMINATION

19.1. End of Term. Upon the expiration of the Term or other termination of the Lease, and subject to the rights of NARA as contemplated in Section 1.4, Tenant shall quit and surrender to Landlord the Premises in good order and condition, ordinary wear and tear and damage by fire and other perils excepted. Tenant agrees to execute all documents reasonably necessary to evidence any such termination. The foregoing is not intended and shall not be construed to derogate in any way Tenant's rights to remove its Improvements and Tenant's Personal Property under Sections 4.4 and 4.5.

19.2. Holding Over. Any holding over by Tenant after the expiration or termination of this Lease shall not constitute renewal of this Lease or give Tenant any rights under this Lease or in the Premises, except with the prior written consent of Landlord. Any holding over after the expiration or termination of this Lease with the consent of Landlord shall be construed to be a tenancy from month to month at a rent equal to the rent payable by Tenant under this Lease prior to such expiration or termination (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified so far as applicable. Any holding over without Landlord's

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consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies as provided herein.

19.3. Early Termination. If both Tenant and the United States of America cease operation of the Clinton President Center for the purposes of a Presidential library and archive for President William Jefferson Clinton, then Landlord may terminate this Lease. Upon such occurrence, Tenant shall promptly surrender possession of the Premises and pay to Landlord all amounts due Landlord under this Lease. Landlord may, but shall have no obligation to, remove all persons and property therefrom, subject to Tenant's rights to remove and retain Tenant's Personal Property and the Improvements under Sections 4.4 and 4.5 and NARA's rights as contemplated in Section 1.4. Such property may be removed and stored in a warehouse or elsewhere at the expense and risk of and for the account of Tenant.

ARTICLE 20—ENVIRONMENTAL MATTERS

20.1 Definitions. The meanings of the following terms when used in this Article shall be determined as follows:

"Environmental Compliance Liability" means any obligation or liability arising as the result of any default, violation, or breach by Landlord or its affiliates or previous owners or tenants of any portion of the Premises or adjoining owners or tenants prior to the commencement of the Term of: (i) environmental permits and other approvals, consents, licenses, certificates, and authorizations applicable to the Premises or the operation of a prior owner's, tenant's, or other occupant's business and activities thereon which are required by Environmental Laws; (ii) any environmental regulatory compliance requirements applicable to the Premises or operations conducted on or from the Premises under Environmental Laws; or (iii) other Environmental Laws.

"Environmental Condition" means circumstances with respect to soil, land surface, subsurface strata, surface waters, groundwaters, stream sediments, air, and similar environmental media both on and off the Premises resulting from any activity, inactivity, operations, or Release occurring on or off the Premises, which under Environmental Laws require investigatory, corrective, and/or remedial measures and/or that may result in claims or demands or give rise to liabilities of Landlord or Tenant or to third parties including, but not limited to, governmental entities.

"Environmental Laws" means any and all laws concerning air, water, solid waste, Hazardous Materials, Releases, worker and community right-to-know hazard communication, noise, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental, health, safety, and land use concerns in all cases at any time or from time to time in effect at or prior to the commencement of the Term.

"Hazardous Materials" means any substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant, or contaminant under any governmental statute, code, ordinance, regulation, rule, or order, and any amendment thereto, including the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*

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("CERCLA"), and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RECA"), or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation.

"Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping, or as otherwise defined under RCRA, CERCLA, or any other federal, state, or local Environmental Law, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes into the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes, as may be amended from time to time, or other Environmental Laws.

20.2. Landlord's Environmental Obligations. Landlord represents and warrants that it has not created, placed, stored, transported, or disposed of any Hazardous Materials nor is it aware of any Environmental Condition in, on, at, around, under, or affecting all or any part of the Premises. Landlord agrees that it shall be responsible for all Environmental Compliance Liability with respect to the Premises, unless resulting from Tenant's breach of any obligation under this Lease or from Tenant's gross negligence or willful misconduct, subject to the provisions of Section 3.2. Landlord further represents, warrants, covenants, and agrees that no portion of the land constituting the Premises (including the surface and subsurface thereof) was ever used for the dumping or storage of any Hazardous Materials. Notwithstanding anything to the contrary contained elsewhere herein, Landlord agrees to be responsible for and indemnify, defend, and hold harmless Tenant and its officers, directors, employees, affiliates, and its successors and assigns, from and against any and all losses, claims, liabilities, damages, judgments, expenses (including reasonable attorneys' fees and disbursements), fees, fines, and other costs (whether relating to or arising out of actions or claims by governmental authorities or private parties), relating to or arising out of the existence of any Environmental Compliance Liability or other Environmental Condition existing in, on, at, around or under or affecting the Premises on the Term Commencement Date (subject to the provisions of Section 3.2). Landlord represents and warrants that it shall not permit any dumping or storage on, in, around, under, or about the Premises of any Hazardous Materials or otherwise cause, create, permit, or suffer an Environmental Condition during the Term.

In the event at any time during the Term Tenant should desire to make any alterations, additions, or improvements to the Premises, including the Improvements, and is forced to incur any identifiable charges or expenses arising as a result of Hazardous Materials or other Environmental Condition in or at the Premises which existed as of the Term Commencement Date, then, notwithstanding anything to the contrary set forth in this Lease Landlord shall be fully responsible for and shall reimburse Tenant for such expenses upon demand of Tenant that were caused by the existence of such Hazardous Materials or other Environmental Condition.

20.3. Tenant's Environmental Obligations. Tenant covenants and agrees that it shall not create, place, store, transport, or dispose of any Hazardous Materials in, on, at, around, or under any part of the Premises; provided, however, Tenant may store and use normal quantities of

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those Hazardous Materials customarily used in the conduct of general office activities, such as copier fluids and cleaning supplies, and landscaping, such as fertilizers and insecticides, as long as Tenant's storage and use of such Hazardous Materials complies with all Environmental Laws. Tenant shall be responsible for all Environmental Compliance Liability with respect to the Premises which results from Tenant's gross negligence or willful misconduct or that of its agents, employees, or contractors. Notwithstanding anything to the contrary contained elsewhere herein, Tenant agrees to be responsible for and indemnify, defend, and hold harmless Landlord and its officials, directors, and employees and its successors and assigns, from and against any and all losses, claims, liabilities, damages, judgments, expenses (including reasonable attorneys' fees and disbursements), fees, fines, and other costs (whether relating to or arising out of actions or claims by governmental authorities or private parties), relating to or arising out of the existence of any Environmental Condition created in, on, at, or under the Premises during the Term (except to the extent resulting or arising from the gross negligence or willful misconduct of Landlord or its officials, employees, agents, contractors, licensees, guests, or invitees), or otherwise arising from the gross negligence or willful misconduct of Tenant or other tenants, occupants, or licensees (or their guests) of Tenant. It is a condition to Tenant's obligations under this Section that Tenant shall receive reasonably prompt notice of any claim against Landlord.

20.4. Legal Contests. For purposes of this Article, any party entitled to be indemnified under Sections 20.2 or 20.3 shall be referred to as the "Indemnified Party;" and any party required to so indemnify another party shall be referred to as an "Indemnifying Party." The Indemnified Party shall have the right to contest, by appropriate legal proceedings, but without cost, liability, or expense to the Indemnifying Party, the validity of any Environmental Law provided that such contest will not result in any lien, charge, or liability, civil or criminal, or result in a default under any Leasehold Mortgage. In addition, if compliance with such Environmental Law may be legally held in abeyance without the occurrence of any danger to persons or property or threat thereof, lien, charge, or liability, civil or criminal, or a default under any Leasehold Mortgage, for a failure to comply during such contest, the Indemnifying Party may postpone compliance therewith until the final determination of any such proceedings, provided that such proceedings are pursued in good faith and with due diligence. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

20.5. Additional Landlord Responsibilities; Termination of Lease. If, as a result of the presence of any Environmental Compliance Liability, Hazardous Materials, or other Environmental Condition within, on, under, about, or otherwise affecting the Premises which existed as of the Term Commencement Date or is directly attributable to the breach by Landlord of its obligations under this Article or the gross negligence or willful misconduct of Landlord, any of the following shall occur, then Tenant shall have the right to terminate this Lease upon 60 days' written notice sent to Landlord: (i) Tenant shall be unable to conduct, or shall be prohibited by public authorities from conducting, its normal business operations within the Premises, (ii) normal business operations within the Premises or normal pedestrian and vehicular access to the Premises shall be unreasonably interfered with as a result of any work of removal, repair, restoration, or other construction work performed in connection with the removal and/or remediation of any such Environmental Compliance Liability, Hazardous Materials, or other Environmental Condition, or (iii) Landlord shall have failed to do either of the following, at Tenant's option, within the specified periods: (A) to promptly initiate and diligently prosecute to completion any action which may be necessary to abate and remediate such event or conditions,

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to Tenant's satisfaction based on an environmental report prepared by a licensed environmental engineer selected by Tenant (and reasonably acceptable to Landlord), showing the abatement and remediation of such event or condition in compliance with applicable law, the cost for which shall be paid by Landlord promptly after written request therefor from Tenant, or (B) pay to Tenant, within 15 days after written request therefor, the amount reasonably estimated by Tenant to be required for Tenant to complete the abatement and remediation of such event or conditions, which estimate shall be based on a Phase I environmental site assessment prepared by a licensed environmental engineer selected by Tenant (and reasonably acceptable to Landlord), the cost for which shall be borne by Landlord and included in such payment.

ARTICLE 21—ARBITRATION

21.1 Arbitration. Because of the unique nature of this Lease with the involvement of Landlord, Tenant, and NARA, and notwithstanding any other remedy specified in this Lease, including without limitation those specified in Articles 16 and 17, with respect to any claim or controversy arising under this Lease one party may notify the other Party of the existence of the claim or controversy and of that party's intention to seek arbitration of the claim or controversy pursuant to this Section. The notice must include a concise statement of the facts which gave rise to the claim or controversy. The matter in dispute shall be submitted to arbitration. The arbitration shall take place in Little Rock, Arkansas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that with respect to choosing of arbitrators each party to the dispute shall have 30 days from the mailing date in which to cross off any names objected to, number remaining names to indicate the order of preference, and return the list to the American Arbitration Association. The decision of the arbitrators with respect to the claim or controversy shall be final and binding on the parties. The cost of any arbitration pursuant to this Section shall be borne equally by the parties.

ARTICLE 22—GENERAL PROVISIONS

22.1. Provisions Subject to Applicable Law. All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable, or not entitled to be recorded under any applicable law.

22.2. Time is of the Essence. Time is of the essence in the performance of all of the terms and provisions of this Lease; provided, however, that any prevention or delay due to Force Majeure shall excuse the performance, for a period equal to the period of any such prevention or delay, of any obligation under this Lease.

22.3. Notices. All notices, demands, consents, and requests which may or are to be given by any party to the other shall be in writing. All notices, demands, consents, and requests to a Party shall be deemed to have been properly given if delivered personally to such Party during business hours, or by United States registered or certified mail, return receipt requested, postage prepaid, or via nationally recognized overnight mail carrier addressed to such Party at its address first set forth above, or at such other place or places as such Party may from time to time designate by written notice to the other Party. Notices, demands, consents, and requests which are served upon either party in the manner aforesaid shall be deemed sufficiently served or given

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for all purposes under this Lease as follows: (a) on the date delivered, if delivered personally; (b) the third business day after being mailed, if delivered by certified or registered mail; or (c) the next business day, if delivered by overnight mail. Copies of all notices to Tenant shall be sent in the same manner and at the same time to NARA, 700 Pennsylvania Avenue, N.W., Washington, DC 20408, and to Tenant's attorneys, Rose Law Firm, a Professional Association, 120 East Fourth Street, Little Rock, AR 72201, Attention: M. Jane Dickey, Esq.

22.4. **Invalidity of Particular Provisions.** If any term or provision of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22.5. **Applicable Law.** This Lease and the rights of the parties under this Lease shall be governed by the laws of the State of Arkansas.

22.6. **No Joint Venture.** It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

22.7. **Successors.** The terms and conditions contained in this Lease shall run with the land and shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

22.8. **Contests.** Tenant shall have the right, after at least 10 days prior written notice to Landlord (or such shorter period as may be required at law in order to preserve the right to do so), to contest the amount or validity of any Imposition or law or lien by appropriate proceedings conducted in good faith and with due diligence. In the event of any such contest, if the final determination thereof is adverse to Tenant, then Tenant shall pay fully the amounts involved in such contest, together with any penalties, fines, interests, costs, and expenses that may have accrued thereon or that may result from any such contest by Tenant. Landlord shall join in any such proceeding if any law now or hereafter in effect shall require that such proceedings be brought by or in the name of Landlord as owner of the Premises. Neither Landlord nor the Premises shall be subjected to any liability for the payment of any costs, fees, including attorneys' fees, or expenses in connection with any such proceeding (except to the extent that such adverse determination results from or is otherwise related to Landlord's failure to comply with its obligations under this Lease, or Landlord's gross negligence or misconduct). Tenant shall be entitled to any refund of any such Imposition and penalties or interest thereon, which shall have been paid by Tenant or paid by Landlord, for which Landlord shall have been fully reimbursed.

22.9. **Nondiscrimination.** Tenant covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, or

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ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the Premises nor shall Tenant, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, subtenants, licensees, vendees, invitees, or customers with respect to the Premises or the operation of any business thereon.

22.10. Interpretation. The language in all parts of this Lease shall be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. The captions used in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision of this Lease. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, or a partnership, corporation, or joint venture, and the singular includes the plural. The terms "shall," "will," and "agree" are mandatory. The term "may" is permissive. When a party is required to do something by this Lease, it shall do so at without right of reimbursement from the other party unless a specific provision is made therefor.

22.11. Integration. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no conditions, representations, or agreements regarding the matters covered by this Lease which are not expressed herein. The Interim Lease Agreement of the Choctaw Station Building and Parking Lots dated November 26, 2001, between the parties is hereby terminated.

22.12. Memorandum of Lease for Recording. Landlord and Tenant may, upon the Term Commencement Date, execute a memorandum or "short form" of this Lease in a form prepared by Landlord and reasonably acceptable to Tenant, for purposes of, and in a form suitable for, being recorded. The memorandum or "short form" of this Lease shall describe the parties, Landlord and Tenant, set forth a description of the Premises, specify the term of this Lease, and shall incorporate this Lease by reference. Said memorandum shall be recorded in the real estate records of the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, as soon as practicable after the date of execution of this Lease.

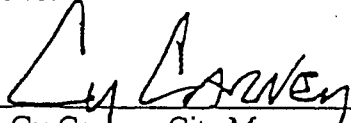
22.13. Consents. Whenever any consent or approval is required under the terms of this Lease, except as otherwise specifically provided herein, such consent shall not unreasonably be withheld, conditioned, or delayed. In the event that a party shall fail to give written notice of its intention not to give consent or approval, together with the reason(s) therefor, within 15 days after written request for such consent or approval, the consent or approval shall be deemed to have been given.

22.14. Quiet Enjoyment. Landlord represents and warrants that it is seized in fee simple title to the Premises. Landlord covenants that, provided no Tenant Default has occurred, Tenant shall have quiet and peaceful possession of the Premises as against Landlord and any person claiming the same by, through or under Landlord. Landlord further represents and warrants that it has good right, full power, and lawful authority to enter into this Lease for the Term and any Renewal Terms.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CITY OF LITTLE ROCK, AS
LANDLORD

By: 
Cy Carney, City Manager

THE WILLIAM J. CLINTON
PRESIDENTIAL FOUNDATION, AS
TENANT

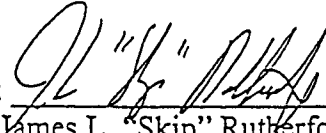
By: 
James L. "Skip" Rutherford, President

EXHIBIT A

COPY

DESCRIPTION OF THE PREMISES

The real property constituting the Premises consists of that certain land located in the City of Little Rock, Pulaski County, Arkansas, more fully described as follows:

A part of Russell's Addition, Rectortown Addition, Wiggin's & Yonley Addition, Missouri Pacific Railroad Right of Way, and the Northeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 12 West all in the City of Little Rock, County of Pulaski, State of Arkansas and being more particularly described as follows:

Beginning Southeast corner of Block 2 of the Rectortown Addition to the City of Little Rock; thence along the North line of East Third Street North 87 degrees 56 minutes 31 seconds West, a distance of 301.52 feet to the East line of Collins Street; thence along said East line North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 07 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 363.64 feet to the North line of East Markham Street; thence along said North line North 87 degrees 49 minutes 00 seconds West, a distance of 124.95 feet; thence North 48 degrees 21 minutes 08 seconds West, a distance of 99.22 feet; thence North 60 degrees 42 minutes 05 seconds West, a distance of 85.48 feet; thence North 70 degrees 31 minutes 51 seconds West, a distance of 125.04 feet; thence North 08 degrees 32 minutes 07 seconds East, a distance of 134.80 feet to U.S. Corps of Engineers Perpetual Easement line Elevation 234.0; thence along said Elevation 234.0 the following courses and distances South 72 degrees 03 minutes 50 seconds East, a distance of 96.21 feet; thence South 83 degrees 19 minutes 30 seconds East, a distance of 40.42 feet; thence South 76 degrees 28 minutes 29 seconds East, a distance of 44.06 feet; thence South 78 degrees 46 minutes 46 seconds East, a distance of 47.99 feet; thence South 74 degrees 27 minutes 40 seconds East, a distance of 122.48 feet; thence South 80 degrees 31 minutes 55 seconds East, a distance of 158.36 feet; thence South 76 degrees 38 minutes 59 seconds East, a distance of 309.79 feet; thence South 85 degrees 32 minutes 49 seconds East, a distance of 52.16 feet; thence South 79 degrees 20 minutes 51 seconds East, a distance of 276.08 feet; thence South 70 degrees 17 minutes 14 seconds East, a distance of 48.87 feet; thence South 85 degrees 42 minutes 45 seconds East, a distance of 36.74 feet; thence South 77 degrees 46 minutes 07 seconds East, a distance of 177.97 feet; thence North 79 degrees 25 minutes 39 seconds East, a distance of 31.45 feet; thence South 84 degrees 24 minutes 08 seconds East, a distance of 55.70 feet; thence South 77 degrees 13 minutes 54 seconds East, a distance of 83.43 feet; thence South 81 degrees 32 minutes 50 seconds East, a distance of 69.07 feet; thence South 75 degrees 36 minutes 43 seconds East, a distance of 81.19 feet; thence South 77 degrees 40 minutes 43 seconds East, a distance of 126.93 feet; thence South 69 degrees 45 minutes 03 seconds East, a distance of 69.47 feet; thence South 81 degrees 28 minutes 12 seconds East, a distance of 149.30 feet; thence South 77 degrees 24 minutes 33 seconds East, a distance of 94.75 feet; thence South 71 degrees 27 minutes 50 seconds East, a distance of 51.03 feet to the East line of the West 20 feet of Block 19 Russell's Addition to the City of Little Rock; thence along said East line South 01 degree 58 minutes 24 seconds West, a distance of 263.73 feet to the North line of East Second Street; thence South 01 degree 30 minutes 57 seconds West, a distance of 256.98 feet; thence South 00 degrees 56 minutes 59 seconds East, a distance of 80.02 feet; thence South 01 degree 48 minutes 12 seconds East, a distance of 20.05

COPY

feet; thence South 02 degrees 22 minutes 24 seconds East, a distance of 20.04 feet; thence North 87 degrees 40 minutes 29 seconds West, a distance of 146.96 feet to the Northeasterly line of the Missouri Pacific Railroad; thence along said line North 45 degrees 56 minutes 52 seconds West, a distance of 178.91 feet; thence North 87 degrees 50 minutes 20 seconds West, a distance of 69.27 feet; thence North 46 degrees 52 minutes 34 seconds West, a distance of 279.32 feet; thence North 01 degree 58 minutes 04 seconds East, a distance of 13.64 feet to the South line of East Second Street; thence along said South line North 87 degrees 38 minutes 42 seconds West, a distance of 223.53 feet to the West line of Industrial Drive; thence along said West line South 01 degree 26 minutes 07 seconds West, a distance of 314.61 feet; thence South 38 degrees 30 minutes 21 seconds West, a distance of 42.86 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 918.58 feet, a central angle of 17 degrees 10 minutes 58 seconds, and a chord of 274.45 feet bearing South 28 degrees 27 minutes 04 seconds West; thence Southwesterly along said curve, a distance of 275.48 feet; thence North 88 degrees 46 minutes 16 seconds West, a distance of 61.06 feet; thence North 00 degrees 58 minutes 22 seconds East, a distance of 232.50 feet; thence North 01 degree 08 minutes 10 seconds East, a distance of 58.81 feet; thence North 88 degrees 15 minutes 09 seconds West, a distance of 81.70 feet; thence North 86 degrees 30 minutes 52 seconds West, a distance of 60.04 feet; thence North 88 degrees 00 minutes 03 seconds West, a distance of 358.82 feet to the POINT OF BEGINNING; said described tract containing 31.806 acres (1,385,471 square feet), more or less.

Less and Except:

President Clinton Avenue, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Block 5 of Russell's Addition to the City of Little Rock thence along the East line of Collins Street North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet for a POINT OF BEGINNING; thence North 00 degrees 41 minutes 38 seconds East, a distance of 52.69 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 617.93 feet; thence South 09 degrees 59 minutes 40 seconds West, a distance of 52.00 feet; thence North 80 degrees 00 minutes 20 seconds West, a distance of 609.42 feet to the POINT OF BEGINNING; said described tract containing 0.733 acre (31,911 square feet), more or less.

And Less and Except:

Street (to be named) extending south from the Circular Drive, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Block 2 of the Rectortown Addition, thence along the North line of East Third Street North 88 degrees 00 minutes 03 seconds West, a distance of 8.95 feet for a POINT OF BEGINNING; thence North 88 degrees 00 minutes 03 seconds West, a distance of 50.00 feet; thence North 02 degrees 14 minutes 40 seconds East, a distance of 564.19 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 50.46 feet; thence South 02 degrees 14 minutes 40 seconds West, a distance of 557.17 feet to the POINT OF BEGINNING; said described tract containing 0.644 acre (28,034 square feet), more or less.

COPY

And Less and Except:

Collins Street, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

Beginning at Southwest corner of Block 1 of the Rectortown Addition; thence along the East line of Collins Street North 00 degrees 20 minutes 54 seconds East, a distance of 304.10 feet; thence North 02 degrees 47 minutes 10 seconds East, a distance of 60.91 feet; thence North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet; thence South 80 degrees 00 minutes 19 seconds East, a distance of 22.17 feet; thence South 02 degrees 14 minutes 19 seconds West, a distance of 605.42 feet; thence North 87 degrees 56 minutes 30 seconds West, a distance of 5.95 feet to the POINT OF BEGINNING; said described tract containing 0.202 acre (8,808 square feet), more or less.

EXHIBIT B

COPY

PERMITTED EXCEPTIONS

1. Easements for sanitary sewer, being more particularly described as follows:

- (a) Right of Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1002, Page 549, being more particularly described as follows:

A strip of land 50 feet in width, being 25 feet on either side of the following described line, upon lands located in the West 20 feet of Block 19, all of Block 17, Shall Street (leased from the City of Little Rock), and the East half of Block 14, all in Russell's Addition to the City of Little Rock, Arkansas, said center line being more particularly described as follows: BEGINNING at a point on the East line of the West 20 feet of said Block 19, which is 245.0 feet North of the Southeast corner thereof; thence in a Westerly direction for 505.3 feet; thence by a deflection angle of 2 degrees 12 feet to the left for 56.92 feet to the POINT OF ENDING, said point of ending being 325.3 feet North of the North right of way of East Second Street, containing 0.645 acres (28,111 square feet), more or less.

- (b) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1006, Page 449, being more particularly described as follows:

A strip of land 50 feet in width, located in the West half of Block 14, Russell's Addition to the City of Little Rock, Arkansas, said centerline being more particularly described as follows: BEGINNING at a point on the East line of the West half of Block 14, which point is 329 feet North of the Southeast corner thereof; thence in a Westerly direction for 142.8 feet to a point on the West line of said Block 14, said point being the POINT OF ENDING of said centerline and being located 354 feet North of the Southwest corner thereof; containing 0.164 acres (7,140 square feet), more or less.

- (c) Right-of-Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1035, Page 393, being more particularly described as follows:

A strip of land 50 feet in width, being 25 feet on either side of the following described line, upon a strip of ground North of Block 11, Russell's Addition to the City of Little Rock, Arkansas, said center line being more particularly described as follows: BEGINNING at a point on the East line of Block 11 extended, which is 365 feet North of the Southeast corner of Block 11; thence in a Westerly direction for 305 feet, more or less, to a point on the West line of Block 11 extended, said point being the POINT OF ENDING and being 419 feet North of the Southwest corner thereof, containing 0.350 acres (15,250 square feet), more or less.

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- (d) Right of Way Easement in favor of the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, of record in Book 1328, Page 583, being more particularly described as follows:

Those parts of the West 20 feet of Block 19, all of Block 17, Shall Street (leased from the City of Little Rock), and the East half of Block 14, all in Russell's Addition to the City of Little Rock, Arkansas, lying North of a line described as: BEGINNING at a point on the East line of the West 20 feet of said Block 19, which is 193.8 feet North of the Southeast corner thereof; thence in a Westerly direction for 620.3 feet to the POINT OF ENDING, said point of ending being 335.0 feet North of the North right-of-way of East Second Street.

- (e) Agreement in favor of the City of Little Rock, for a sewer line, of record in Book 996, Page 495, being more particularly described as follows:

Sewer Line shall consist of a section of 54 inch diameter concrete pipe, approximately 1142.7 feet long located on Missouri Pacific Railroad Company's ("Carrier") property along the south bank of the Arkansas River, extending from its intersection with the North-South center line of Section 2, Township 1 North, Range 12 West, in an easterly direction to its intersection with the easterly line of Carrier's property in City Block 8, as shown in heavy blue lines on Carrier's Arkansas Division white print, File No. 11-C-33, prepared in Office of Assistance Engineer, Little Rock, Arkansas, dated September 9, 1966, marked Exhibit "A" and attached to the Agreement as part thereof.

- (f) Pipe Line License in favor of Little Rock Wastewater Utility, unrecorded, being more particularly described as follows:

Pipe Line shall intersect Missouri Pacific Railroad Company's existing main track (ECS 73+18), in the Northeast Quarter of Section 2, Township 1 North, Range 12 West, Pulaski County, Arkansas, at Little Rock. Approximate location of Pipe Line is indicated by wide black line on Exhibit A attached to the Pipe Line License as part thereof.

2. Easement for utility corridor, being more particularly described as follows:

A 20 foot utilities easement being more particularly described as follows: Commencing at the Northeast corner of Block 10 Russell's Addition to the City of Little Rock; thence along the West line of Industrial Drive South 01 degrees 26 minutes 07 seconds West a distance of 286.71 feet for a POINT OF BEGINNING; thence North 87 degrees 56 minutes 50 seconds West a distance of 989.62 feet; thence North 02 degrees 14 minutes 19 seconds East a distance of 646.57 feet; thence North 80 degrees 00 minutes 33 seconds West a distance of 44.02 feet to the East edge of Collins Street; thence South 00 degrees 41 minutes 38 seconds West a distance of 20.27 feet along the East edge of Collins Street; thence South 80 degrees 00 minutes 33 seconds East a distance of 23.29 feet; thence South 02 degrees 14 minutes 19 seconds West a distance of 646.23 feet to the South line of Block 2 Rectortown Addition; thence South 87 degrees 56 minutes 31 seconds East a distance of 295.57 feet along said South line of Block 2 Rectortown Addition; thence South 88 degrees 00 minutes 03 seconds East a distance of 358.82 feet; thence South 86 degrees 30 minutes 52 seconds East a distance of 60.04 feet; thence South 88 degrees 15 minutes

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09 seconds East a distance of 81.70 feet; thence South 87 degrees 56 minutes 50 seconds East a distance of 213.76 feet; thence North 01 degrees 26 minutes 07 seconds East a distance of 17.82 feet to the POINT OF BEGINNING; said described tract containing 0.709 acres (30,875 square feet) more or less.

3. Easement for turn around at east terminus of President Clinton Avenue, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

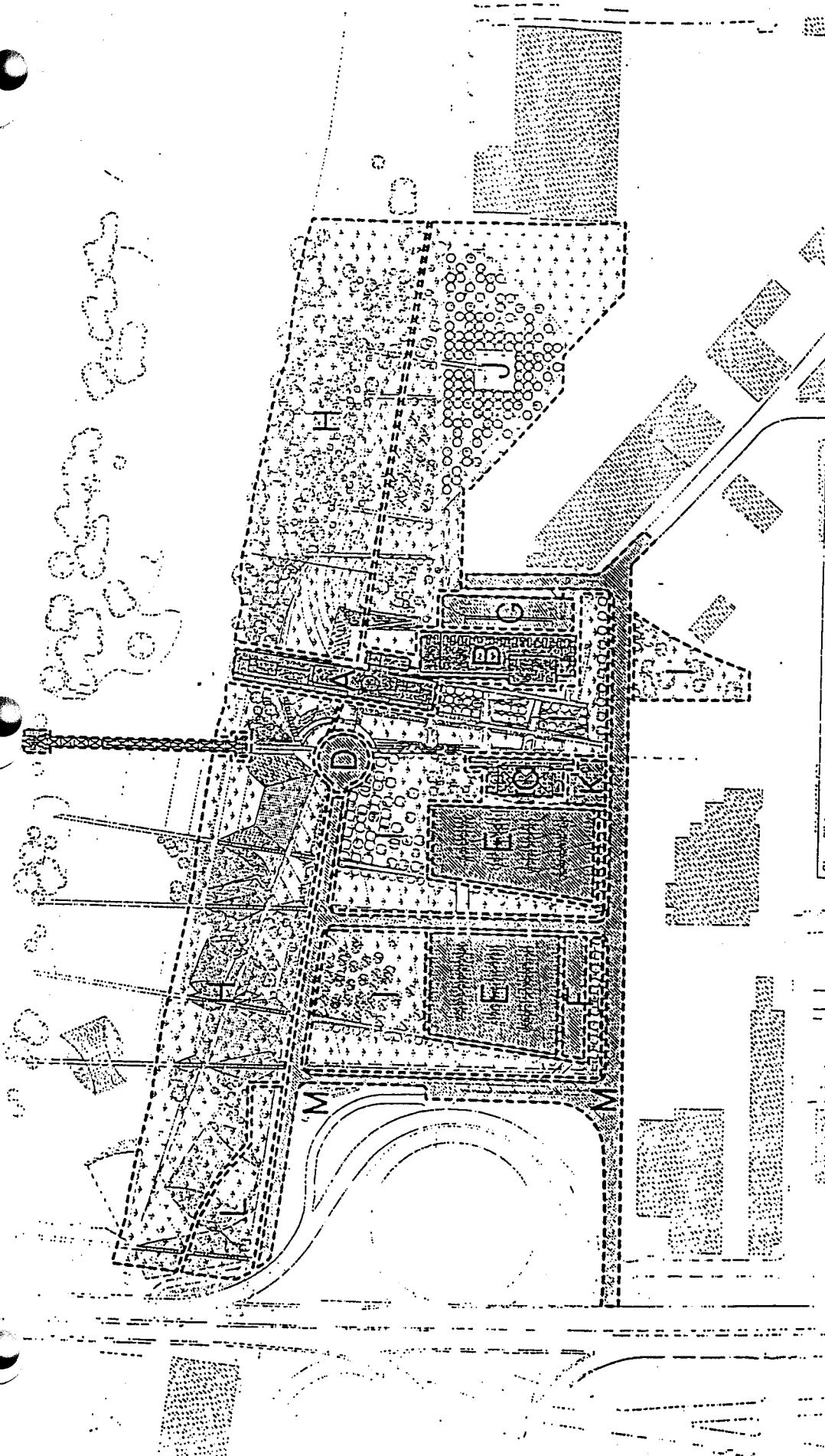
Beginning at the Southwest corner of Block 5 Russell's Addition to the City of Little Rock; thence along the East line of Collins Street North 00 degrees 41 minutes 38 seconds East, a distance of 243.68 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 609.42 feet for a POINT OF BEGINNING; thence North 09 degrees 59 minutes 40 seconds East, a distance of 52.00 feet; thence South 80 degrees 00 minutes 20 seconds East, a distance of 22.49 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 54.00 feet, a central angle of 302 degrees 26 minutes 08 seconds, thence along said curve, a distance of 285.04 feet; thence North 80 degrees 00 minutes 20 seconds West, a distance of 22.49 feet to the POINT OF BEGINNING.

EXHIBIT C

ZONE IDENTIFICATION SITE PLAN

COPY

COPY



Sheet Title		Date	February, 2002	Sheet No.
ZONE IDENTIFICATION		Scale	1:200	Exhibit C
The WILLIAM J. CLINTON PRESIDENTIAL CENTER		Job No.	9908	
POLSHIEK PARTNERSHIP ARCHITECTS LLP		320 West 13th Street New York, New York 10014		
212.807.7171 (Fax) 212.807.5917				

EXHIBIT D

COPY

SCHEDULE OF PHASE I ENVIRONMENTAL SITE ASSESSMENTS, PHASE II
SUBSURFACE INVESTIGATIONS, AND ADDITIONAL PHASE II SUBSURFACE
INVESTIGATION

All the reports were prepared by:

Pollution Management, Inc. (PMI)
3512 South Shackleford Road
Little Rock, AR 72205
501/221-7122

Phase I Environmental Site Assessments

1. Consolidated Pipe and Supply Company, Inc.
1300 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
2. Vacant Lot
Owned by East End Partners LLC
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
3. Property Owned by Mrs. R.T. Payne
1100 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
4. Old May Supply Company Property
1115 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
5. 1321 East Second Street
Little Rock, Arkansas
June 28, 1999
Job No. 409-447g

COPY

6. Paragon/Progressive Printing and Stationery
1000 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
7. The Edge Nightclub
1010 East Third Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
8. Delta Air Gas
900 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
9. Autowerks, Inc.
1001 East Second Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
10. Undeveloped Property
Owned by the City of Little Rock
Little Rock, Arkansas
July 31, 1998
Job No. 409-447
11. Riley Company Building
900 East Markham Street
Little Rock, Arkansas
July 31, 1998
Job No. 409-447

Phase II Subsurface Investigations

12. Consolidated Pipe and Supply
Ms. R.T. Payne Property
The City of Little Rock Vacant Lot
The Riley Company
East End Partners, LLC.
August 12, 1998
Job No. 409-447

COPY

13. Autowerks, Inc.
Delta Air Gas
The Edge
Educators Book Depository of Arkansas, Inc.
May Supply Company
Paragon/Progressive Printing and Stationery
September 2, 1998
Job No. 409-447

14. Old May Supply Company
1115 East Second Street
Little Rock, Arkansas
February 26, 1999
Job No. 409-447

Additional Phase II Subsurface Investigation

15. Consolidated Pipe and Supply
East End Partners, LLC
October 7, 1998
Job No. 409-447

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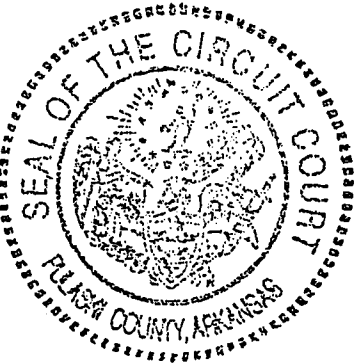
EXHIBIT E

MAINTENANCE RESPONSIBILITIES SITE PLAN

This instrument was prepared by and after recordation return to:

M. Jane Dickey
Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, AR 72201-2893

2004021384
03/17/2004 03:53:40 PM
Filed & Recorded in
Official Records of
CAROLYN STALEY
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$23.00



AMENDMENT NUMBER ONE
TO
LEASE AGREEMENT

This Amendment Number One, dated March 9, 2004, amends the Lease Agreement, dated as of March 1, 2002 (the "Lease"), by and between the City of Little Rock, Arkansas ("Landlord"), and The William J. Clinton Presidential Foundation ("Tenant"), a memorandum of which is filed and recorded in the official records of the Pulaski County Circuit/County Clerk as instrument 2002120756 on March 1, 2002.

"Exhibit A—Description of the Premises" to the Lease is amended by adding the following:

In Addition:

Right-of-way of Industrial Drive (closed), being more particularly described as follows:

A part of Wiggin's & Yonley Addition, Missouri Pacific Railway Company, Northeast Quarter Southeast Quarter Section 2, Township 1 North, Range 12 West, all in the City of Little Rock, County of Pulaski, State of Arkansas and being more particularly described as follows:

Commencing at the Northeast Corner Northeast Quarter Southeast Quarter Section 2, Township 1 North, Range 12 West; thence South 01 degrees 16 minutes 11 seconds West a distance of 119.29 feet; thence South 00 degrees 57 minutes 23 seconds West a distance of 297.46 feet; thence South 88 degrees 52 minutes 11 seconds East a distance of 29.88 feet; thence South 84 degrees 57 minutes 24 seconds East a distance of 70.68 feet along the South Right of Way of East Fourth Street; thence South 01 degrees 40 minutes 19 seconds West a distance of 275.31 feet; thence North 46 degrees 47 minutes 39 seconds West a distance of 74.14 feet; thence North 85 degrees 51 minutes 27 seconds West a distance of 458.53 feet; thence North 47 degrees 01 minutes 04 seconds West 162.39 feet to a point, thence North 46 degrees 55 minutes 02 seconds West 262.72 feet to a point,

thence North 46 degrees 34 minutes 12 seconds West 199.93 feet to a point, thence North 46 degrees 30 minutes 56 seconds West 235.93 feet to a point, thence North 37 degrees 04 minutes 16 seconds West 47.89 feet to the POINT OF BEGINNING, thence South 60 degrees 45 minutes 25 seconds West 60.03 feet to a point, thence South 38 degrees 01 minutes 32 seconds West 10.40 feet to a point of the west Right Of Way of Industrial Drive (closed), thence with said Right Of Way North 01 degrees 26 minutes 07 seconds East 309.72 feet to the south Right of Way of Second Street (closed), thence with said Right Of Way South 87 degrees 38 minutes 41 seconds East 59.58 feet to the east Right Of Way of Industrial Drive (closed), thence with said Right Of Way South 01 degrees 39 minutes 01 seconds West 75.68 feet to a point, thence South 01 degrees 51 minutes 51 seconds West 8.78 feet to a point, thence South 01 degrees 52 minutes 28 seconds West 159.01 feet to a point, thence South 01 degrees 48 minutes 43 seconds West 26.32 feet to the POINT OF BEGINNING, said described tract containing 0.39 acres, more or less.

* * * * *

And In Addition:

Certain property South of Second Street (closed) and East of Industrial Drive (closed) between original Premises and property owned by Heifer International, being more particularly described as follows:

A part of Wiggin's & Yonley Addition, Missouri Pacific Railway Company, Northeast Quarter Southeast Quarter Section 2, Township 1 North, Range 12 West, all in the City of Little Rock, County of Pulaski, State of Arkansas and being more particularly described as follows:

Commencing at the Northeast Corner Northeast Quarter Southeast Quarter Section 2, Township 1 North, Range 12 West; thence South 01 degrees 16 minutes 11 seconds West a distance of 119.29 feet; thence South 00 degrees 57 minutes 23 seconds West a distance of 297.46 feet; thence South 88 degrees 52 minutes 11 seconds East a distance of 29.88 feet; thence South 84 degrees 57 minutes 24 seconds East a distance of 70.68 feet along the South Right of Way of East Fourth Street; thence South 01 degrees 40 minutes 19 seconds West a distance of 275.31 feet; thence North 46 degrees 47 minutes 39 seconds West a distance of 74.14 feet; thence North 85 degrees 51 minutes 27 seconds West a distance of 458.53 feet; thence North 47 degrees 01 minutes 04 seconds West 162.39 feet to a point, thence North 46 degrees 55 minutes 02 seconds West 262.72 feet to a point, thence North 46 degrees 34 minutes 12 seconds West 199.93 feet to a point, thence North 46 degrees 30 minutes 56 seconds West 235.93 feet to a point, thence North 37 degrees 04 minutes 16 seconds West 47.89 feet to the east Right Of Way of Industrial Drive (closed), thence with said East Right Of Way North 01 degrees 48 minutes 43 seconds East 26.32 feet to the point, thence North 01 degrees 52 minutes 28 seconds East 159.01 feet to a point, thence North 01 degrees 51 minutes 51 seconds East 8.78 feet to the POINT OF

BEGINNING, thence continuing with said Right Of Way North 01 degrees 39 minutes 01 seconds East 75.68 feet to a point of the south Right Of Way of Second Street (closed), thence with said Right Of Way South 87 degrees 38 minutes 41 seconds East 163.95 feet to a point, thence leaving said Right Of Way South 01 degrees 58 minutes 04 seconds West 13.64 feet to a point, thence South 46 degrees 52 minutes 34 seconds East 89.93 feet to a point, thence North 88 degrees 27 minutes 51 seconds West 231.25 feet to the POINT OF BEGINNING, said described tract containing 0.33 acres, more or less.

* * * * *

And Less and Except:

Third Street, City of Little Rock, Pulaski County, Arkansas, being more particularly described as follows:

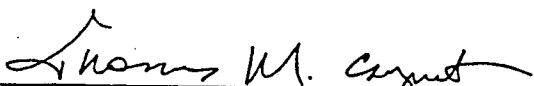
A part of Rectortown Addition and Wiggin's & Yonley Addition in the City of Little Rock, County of Pulaski, State of Arkansas, and being more particularly described as follows: Commencing at the Southeast corner of Block 2 of the Rectortown Addition to the City of Little Rock; thence along the North side of Third Street South 87 degrees 51 minutes 49 seconds East 500.54 feet to a point of the South line of Block 4, Rectortown Addition, the POINT OF BEGINNING, thence South 88 degrees 15 minutes 09 seconds East 213.75 feet, thence South 01 degrees 26 minutes 07 seconds West 11.22 feet, thence South 38 degrees 30 minutes 22 seconds West 42.86 feet, thence along a curve concave to the East, 17.57 feet, said curve having a chord bearing and distance of South 36 degrees 29 minutes 40 seconds West 17.57 feet and a radius of 918.58 feet, thence North 88 degrees 15 minutes 09 seconds West 154.05 feet, thence along a curve concave to the Southeast, 25.90 feet, said curve having a chord bearing and distance of South 68 degrees 47 minutes 55 seconds West 25.32 feet and a radius of 35 feet, thence North 01 degrees 06 minutes 36 seconds East 69.88 feet to the POINT OF BEGINNING.

IN WITNESS WHEREOF, the parties have executed this Amendment Number One as of the date first written above.

CITY OF LITTLE ROCK, AS
LANDLORD

By: 
Bruce Moore, City Manager

Approved:


Thomas M. Carpenter, City Attorney

THE WILLIAM J. CLINTON
PRESIDENTIAL FOUNDATION, AS
TENANT

By: 

James L. "Skip" Rutherford, President

ACKNOWLEDGMENT OF LANDLORD

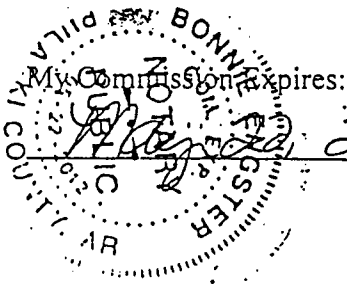
STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

BE IT KNOWN, that on this *March 9*, 2004, before me, the undersigned Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, personally came and appeared Bruce Moore, City Manager of the City of Little Rock, Arkansas, and who is known to me and known to be such official, acknowledged before me that he, in his capacity as such official and with full authority, executed and delivered the same voluntarily for and as the act of the said City as of the date the same bears.

GIVEN under my hand and seal of office on the date first above written.

Bonnie Engster

Notary Public



ACKNOWLEDGMENT OF TENANT

STATE OF ARKANSAS)
) ss.
COUNTY OF ~~PULASKI~~)
 ~~LOWE~~

BE IT KNOWN, that on this ~~February~~ ^{March} 9, 2004, before me, the undersigned Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, personally came and appeared James L. "Skip" Rutherford, President of The William J. Clinton Presidential Foundation, and who is known to me and known to be such officer, acknowledged before me that he, in his capacity as such officer and with full authority, executed and delivered the same voluntarily for and as the act of the said Foundation as of the date the same bears.

GIVEN under my hand and seal of office on the date first above written.

Nadine G. Roller
Notary Public

My Commission Expires:

1-10-2006

Tab III

GENERAL DESCRIPTION OF PROPERTY

The William J. Clinton Presidential Foundation has offered to make available to the National Archives and Records Administration a facility, land, equipment, furnishings, and other items to establish and operate a Presidential archival facility to be known as the William J. Clinton Library. The Clinton Foundation will grant NARA an exclusive right to use the facility as the Clinton Library for a period of 99 years as permitted by Arkansas law. A description of the lease between the Foundation and the City of Little Rock, Arkansas, is set forth below.

SITE

The Library will be part of a complex, to be known as the William J. Clinton Presidential Center, which is being constructed on approximately 31 acres of public parkland adjacent to downtown Little Rock, Arkansas. The City has designated the park the William Jefferson Clinton Presidential Park. The Clinton Center will include a Library Building, Foundation offices, and the University of Arkansas' Clinton School of Public Service. The Library Building will contain the Library (described below) and certain areas that will remain under the control of the Foundation. NARA will control and have exclusive use of the areas within the Library Building that are part of the Library. The Foundation offices and the Clinton School will be located in a separate building that the Foundation is renovating and will operate. The Foundation or the City will construct and maintain all necessary access roads, sidewalks, and parking areas for the Clinton Center, including those that will service the Library.

LAND

The only land being made available to the United States is the footprint upon which the Library Building sits. Title to this real property is not being transferred to the United States. The park in which the Library Building and the Clinton Center are located is owned by the City of Little Rock. The Foundation has entered into a 99-year lease with the City to operate the Clinton Center, including the Library Building, on the premises of the Park. The land surrounding the Library Building will be maintained by the City and the Clinton Foundation. The Foundation owns the buildings that are part of the Clinton Center, including the Library Building.

BUILDING

The William J. Clinton Library contains 68,698 net usable square feet of space designed for preserving, processing, and making available the Presidential records and historical materials of the Clinton administration. Specific areas within the Library include high density storage space for textual, audiovisual, and artifact holdings, including a vault for national security classified materials. A research room, museum with interactive exhibits, temporary exhibits gallery, and an orientation theater are also included. The Library will also contain office space for archival, museum, and volunteer staff members as well as associated support areas. Also contained within the facility, but owned and maintained by the Clinton Foundation, will be a Café, Great Hall, and Executive Suite/Foundation Office.

The attached site plans, floor plans, elevations, and section present a view of the spaces within the Library. As can be seen, the ground floor will include the main lobby with Presidential limousine exhibit. The museum, including space for the permanent and temporary exhibits, as well as the orientation theater, is located on the Library's (Museum's) second and third levels. The research room, document storage, and artifact storage will be located on the second, ground, and lower levels respectively. The third floor will contain space for NARA staff. Support areas will be located as necessary on each floor.

Color coded floor plans are also attached showing the division between NARA and Foundation space in the Library Building.

EQUIPMENT, FURNISHINGS, and OTHER ITEMS

A list of furniture, equipment, and other items to be donated to NARA is also attached. These include items such as desks; chairs; tables; bookcases; museum casework; high density storage shelving; and security and environmental control systems that are so important to the daily operation of the Library.

The William J. Clinton Presidential Library

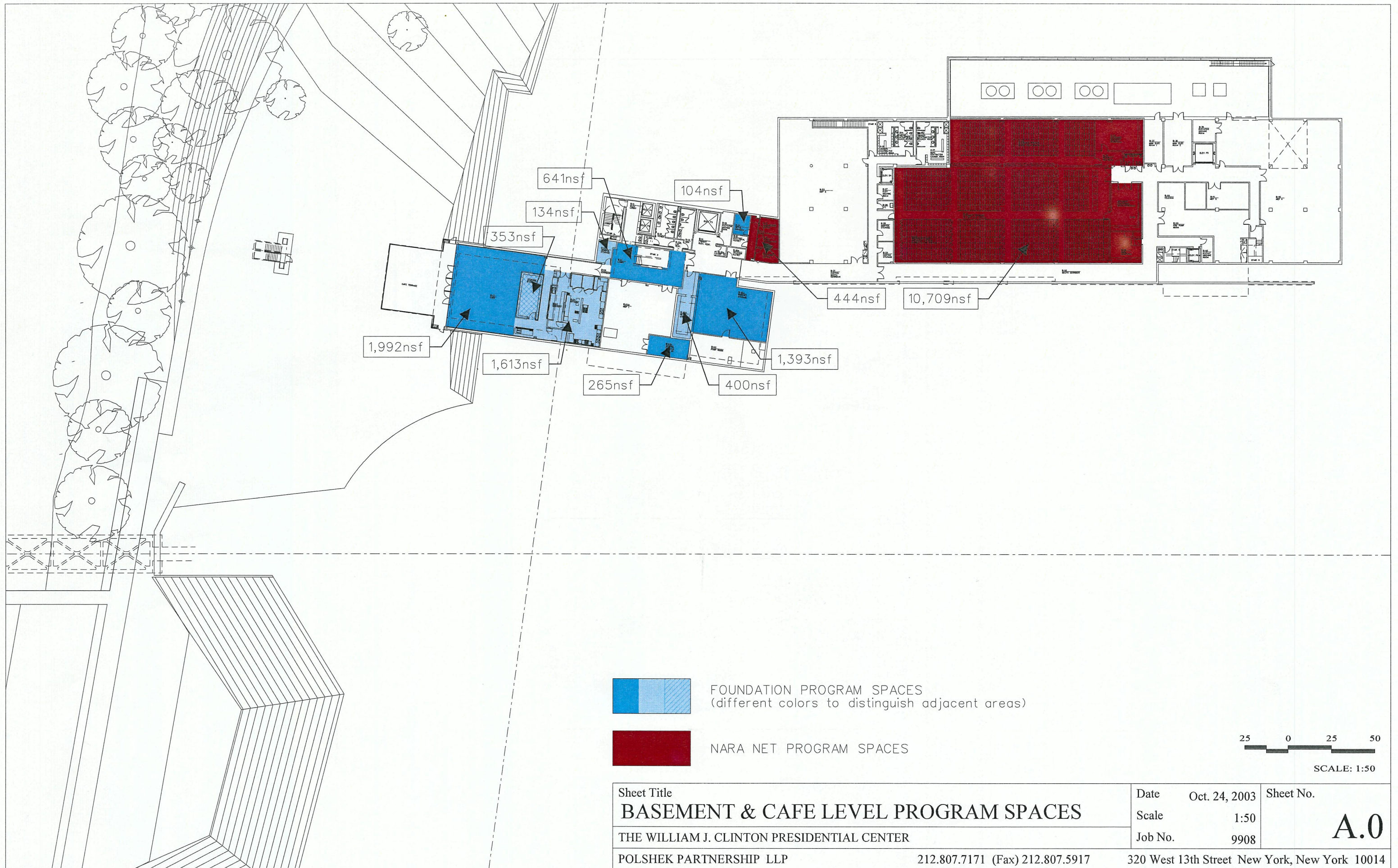
Polshek Partnership Architects, LLP

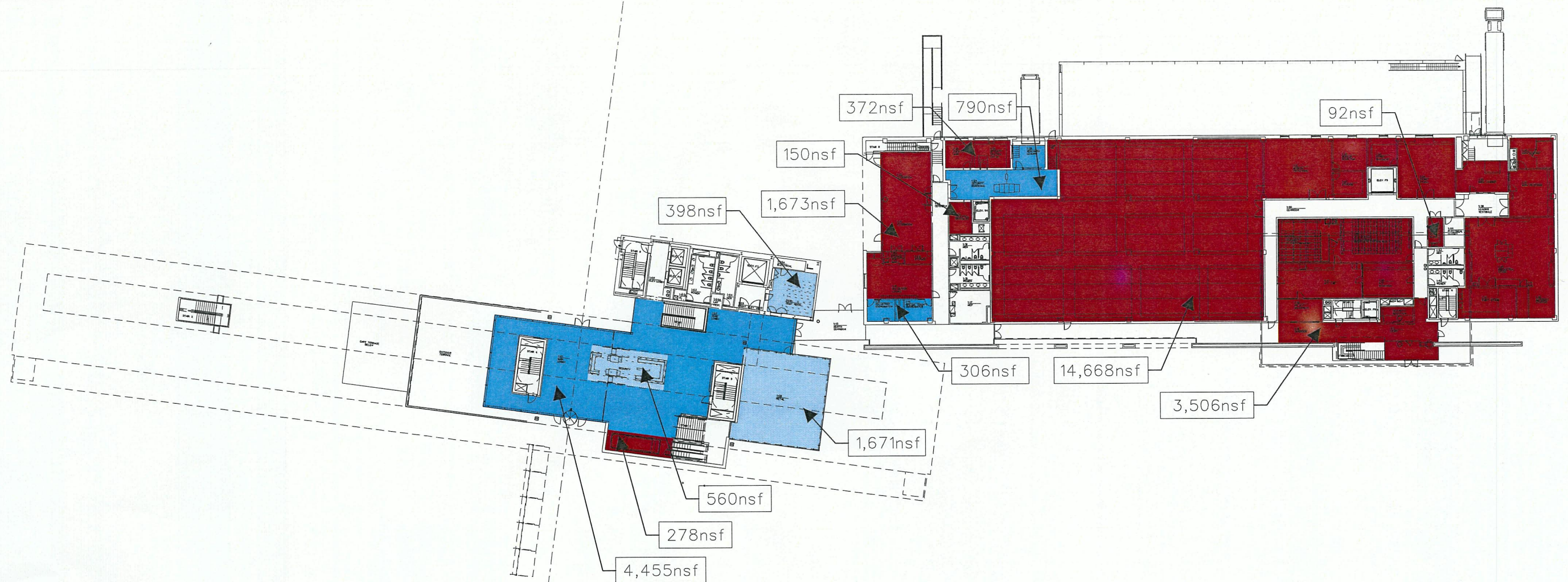
NARA Net & Foundation Net Calculations

Construction Progress Update

April 1, 2004

FLOOR	NARA Net SF	Foundation Net SF
BASEMENT LEVEL	11,153 nsf	6,895 nsf
GROUND LEVEL	25,754 nsf	3,165 nsf
SECOND LEVEL	5,325 nsf	0 nsf
MUSEUM LOWER LEVEL	16,119 nsf	7,548 nsf
MUSEUM UPPER LEVEL	10,347 nsf	630 nsf
EXECUTIVE LEVEL	0 nsf	5,303 nsf
ROOF	0 nsf	0 nsf
TOTAL NSF	68,698 nsf	23,541 nsf





FOUNDATION PROGRAM SPACES
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NARA NET PROGRAM SPACES



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Sheet Title

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POLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003

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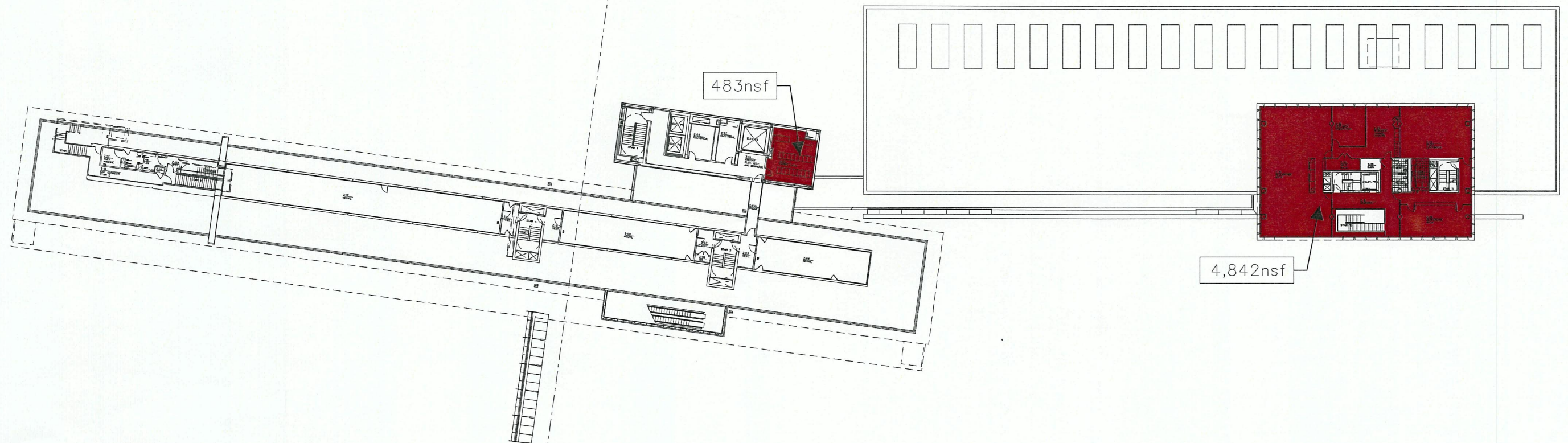
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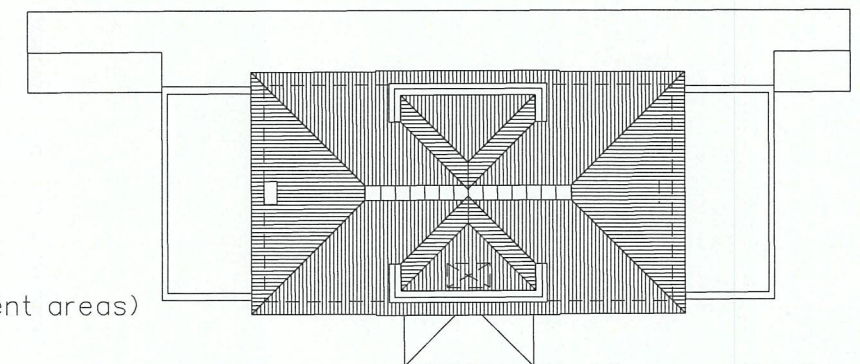
320 West 13th Street New York, New York 10014



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NARA NET PROGRAM SPACES



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POLSHEK PARTNERSHIP LLP

Date

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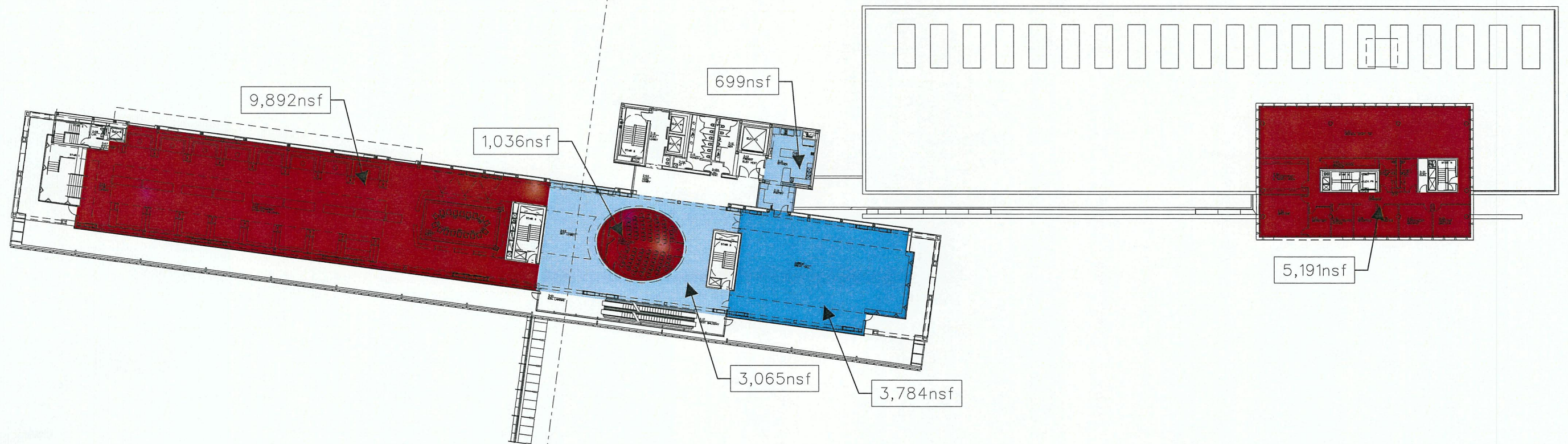
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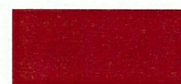
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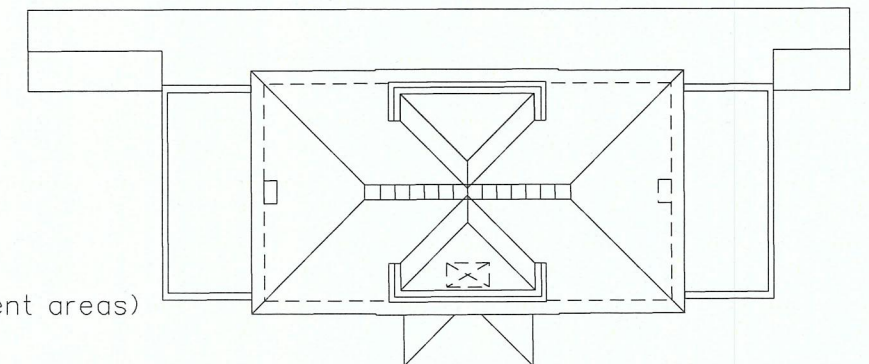
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NARA NET PROGRAM SPACES



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Sheet Title

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POLSHEK PARTNERSHIP LLP

Date

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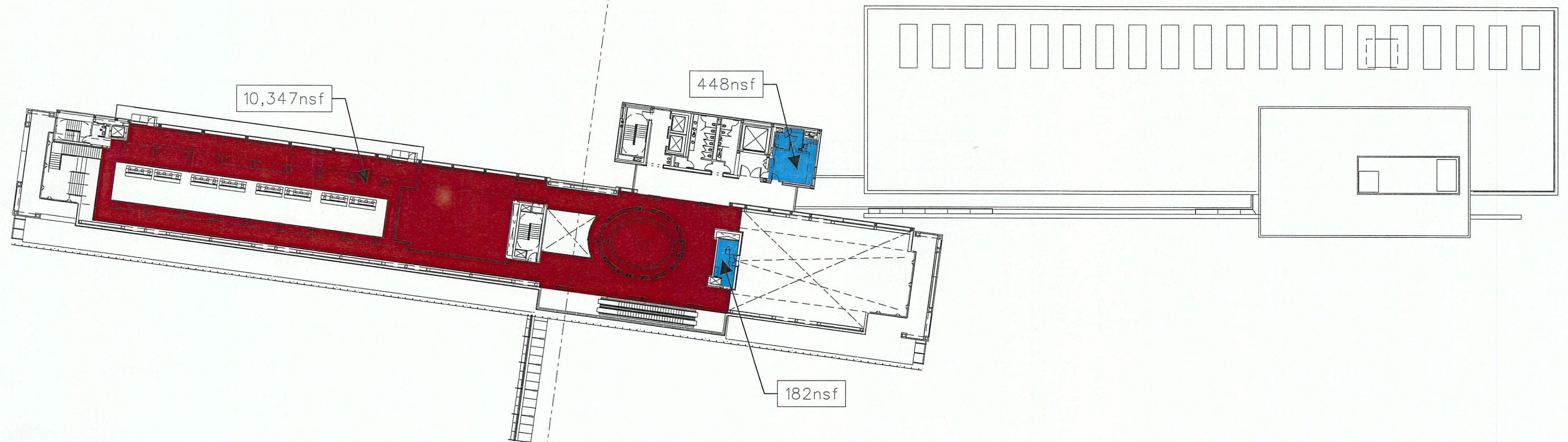
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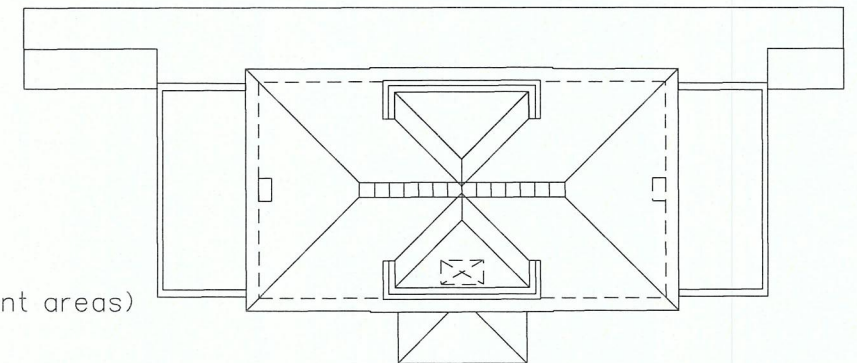
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NARA NET PROGRAM SPACES



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Sheet Title

MUSEUM UPPER LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

POLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003

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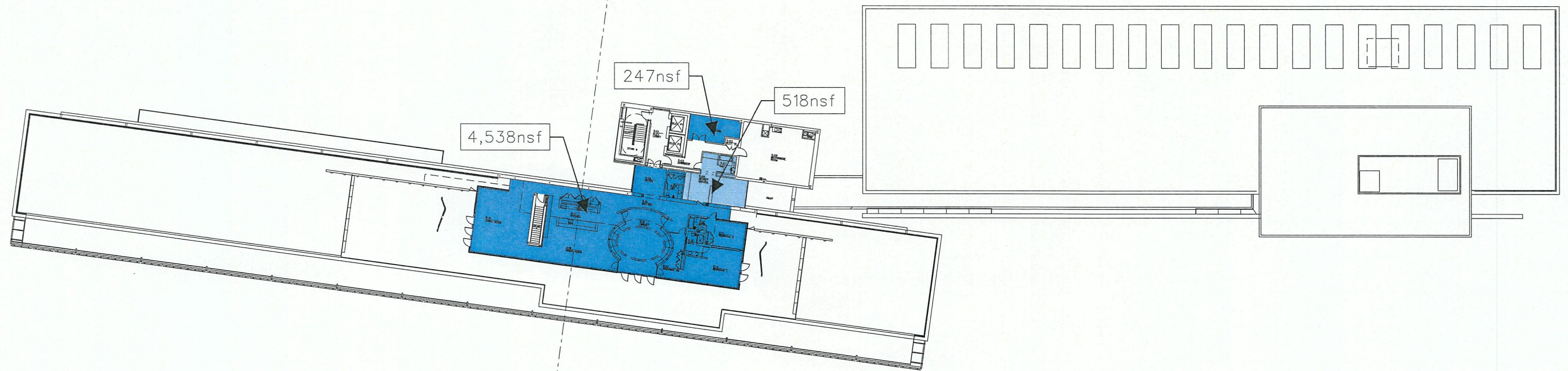
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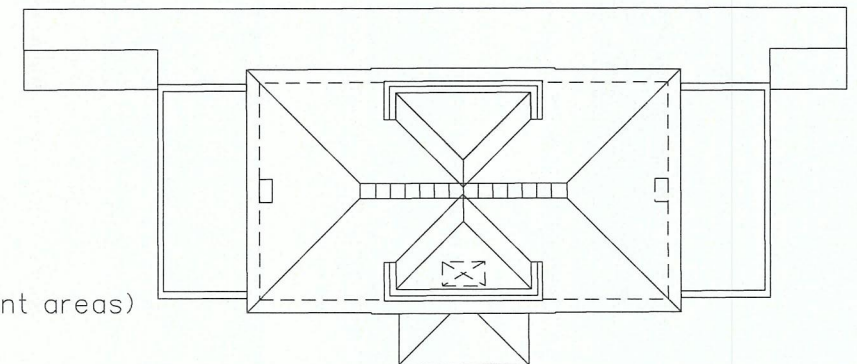
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NARA NET PROGRAM SPACES



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Sheet Title

EXECUTIVE LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

POLSHEK PARTNERSHIP LLP

Date Oct. 24, 2003

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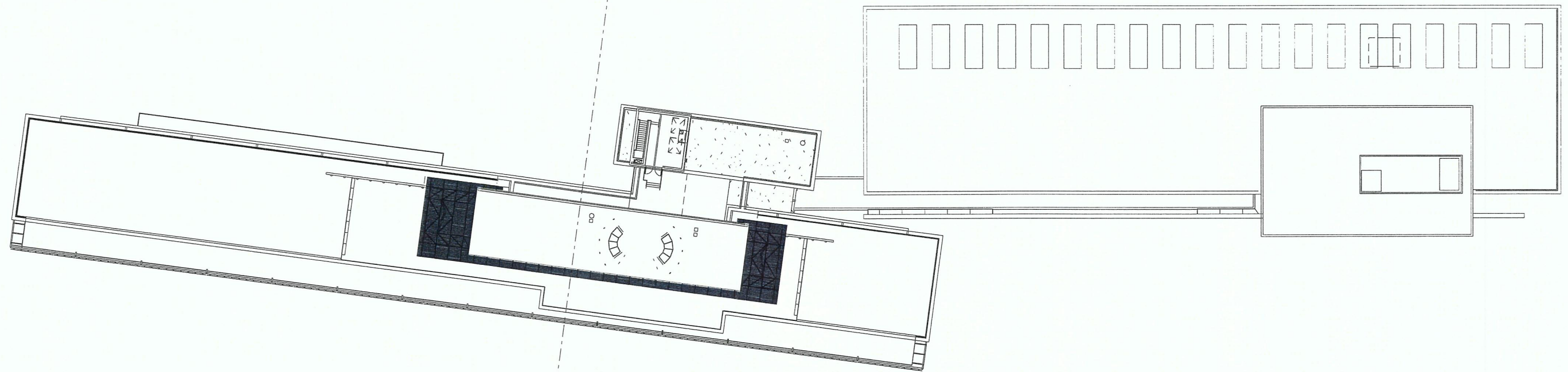
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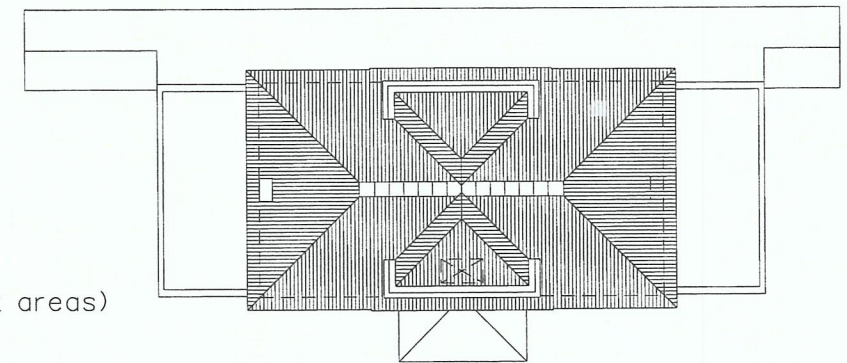
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FOUNDATION PROGRAM SPACES
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NARA NET PROGRAM SPACES



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Sheet Title

MECHANICAL LEVEL PROGRAM SPACES

THE WILLIAM J. CLINTON PRESIDENTIAL CENTER

POLSHEK PARTNERSHIP LLP

Date

Oct. 24, 2003

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Sheet No.

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320 West 13th Street New York, New York 10014

EQUIPMENT SCHEDULE - NARA BUILDING

CODE	Item Description	Quan.
	<u>NARA BUILDING</u>	
	<u>A/V Lab 1-47</u>	
	Table (Built-In Light Table 2' x 3')	1
	Cart (Layout Supply Cart 2' x 5')	1
	<u>Classified Document Workroom B-33</u>	
	2' X 4' Movable Cart w/Supply Shelves Below	1
	Book cart	1
	<u>Equipment Room 1-51</u>	
	Dust Collector Compressor	1
	<u>Exhibit Specialist 1-33</u>	
	Mayline 36" x 60"	1
	<u>Exhibit Studio 1-34</u>	
	Table (Portable Drafting) 36" x 60"	1
	<u>File/Copy/Fax Room 3-23</u>	
	Flexible Wall System for storage of Office Supplies	1
	Mail center (mail center)	1
	<u>Hold Room 2-21</u>	
	Cart (2' x 3' Book Carts)	7
	<u>Museum Processing 1-31</u>	
	Cart (Media) 32"D x 8'L w/ adj. Metal shelves	1
	Table (Portable Light 2' x 3')	1
	Photo Backdrop 8' x 8' Pull-Down Type	1
	<u>NARA Loading 1-35</u>	
	Streamliners (12" x 60")	2
	Flat Truck (30" x 45")	1
	<u>NARA Receiving 1-37</u>	
	Flat Truck (30" x 45")	1
	<u>Paint Studio 1-41</u>	
	Paint Hood (8' x 14')	1
	Cabinets (Fireproof for paint solvents & adhesives 36" W x 24" D x	2
	<u>Production Studio 1-39</u>	
	Saw (vertical panel) 10' x 2'	1
	Air/Dust Collector	2
	Saw (compound miter saw w/ 8' fence)	1
	Band Saw (5" x 6" Metal)	1
	Lathe (9" x 20" Metal)	1
	Band Saw 16"	1
	Saw (12" Radial Arm)	1
	Saw (10" Table Saw w/ Run out Table & Xacta Fence)	1
	Jointer/Sander 12" Combination	1
	Shelves (2' x 2' Adj. Shelves w/ bins for storage of smaller items)	2
	Cabinets (Lockable 6' W x 3' D x 8' H) for Tools, Supplies, Hardwar	2
	Drill Press 6"	1
	Combination Disc Sander	1
	Delta Bench Oscillating Sander	1
	Router Table 2' x 6'	1
	Trash Bins	4
	7.5 HP Compressor	1
	Misc. Hand Tools	1

	<u>Researcher Room 2-19</u>	
	Cart (Layout Supply Cart 2' x 4')	1
	<u>Security Control Office 1-25</u>	
	Small Refrigerator	1
	Coffee Maker	1
	Safe	1
	Safe	1
	<u>Staff Lunchroom 2-23</u>	
	TV	1
	TV Console	1
	<u>Storage 1-27</u>	
	Rack Roll Storage (30" x 76" Rolls) & 4 x 8 Panels of Foam board	13

FURNITURE SCHEDULE - NARA BUILDING				
CODE	Item Description	Quan.	Unit of Measure	Remarks
	<u>NARA BUILDING</u>			
	<u>A/V Archivist 1-48</u>			
D-1	Desk	2	EA	
M-1	Trash Can	1	EA	
C-1	Chair	2	EA	
D-4	Credenza	2	EA	
	<u>A/V Lab 1-47</u>			
ST-1	Cabinets	2	EA	
C-2	Task Chair	2	EA	
M-1	Trash Can	1	EA	
T-1a	Table	2	EA	
C-1	Chair	2	EA	
F-3a	File Cabinet	6	EA	
	<u>A/V Research 1-46</u>			
C-1	Chair	1	EA	
M-1	Trash Can	1	EA	
T-1b	Table	2	EA	
C-2	Task Chair	4	EA	
	<u>A/V Storage 1-45</u>			
FF-1	Flat Files	3	EA	
F-3a	File Cabinet	2	EA	
	<u>Admin. Office 3-20</u>			
D-5	Desk	1	EA	
C-1	Chair	1	EA	
M-1	Trash Can	1	EA	
C-3	Side Chair	2	EA	
F-4	File Cabinet	1	EA	
B-4	Bookcase	1	EA	
	<u>Arch. Staff Office 3-25</u>			
C-1	Chair	17	EA	
WS-7	Workstation	1	EA	
M-1	Trash Can	15	EA	
WS-6	Workstation	15	EA	
C-3	Side Chair	15	EA	
T-1	Table	2	EA	
	<u>Assistant Director's Office 3-26</u>			
D-5	Desk	1	EA	
F-6	File Cabinets	1	EA	
C-1	Chair	1	EA	
M-1	Trash Can	1	EA	
C-3	Side Chair	6	EA	
B-4	Bookshelf	3	EA	
T-10	Table	1	EA	
	<u>Classified Document Workroom B-33</u>			
T-1	Table	1	EA	
C-1	Chair	4	EA	
F-3	File Cabinet	3	EA	
ST-1	Storage Cabinet	1	EA	
WS-1	Workstation	1	EA	

C-2	Chair	2	EA	
	<u>Classrooms 1-21 & 1-22</u>			
C-8	Stackable Chairs	62	EA	
M-1	Trash Can	2	EA	
L-1	Lectern	2	EA	
T-9	Table	5	EA	
	<u>Conference Room 2-26</u>			
T-8	Conference Table	1	EA	
C-1	Chair	16	EA	
	<u>Curator's Office 3-28</u>			
D-3	Desk	1	EA	
F-6	File Cabinets	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	2	EA	
B-4	Bookshelf	2	EA	
	<u>Custodial Office B-19</u>			
C-1	Chair	1	EA	
F-6	File Cabinets	1	EA	
M-1	Trash Can	1	EA	
D-2	Desk	1	EA	
C-3	Side Chair	1	EA	
B-1	Bookshelf	1	EA	
	<u>Director's Office 3-22</u>			
T-10	Table	1	EA	
C-1	Chair	1	EA	
M-1	Trash Can	1	EA	
D-5	Desk	1	EA	
C-3	Side Chair	6	EA	
B-4	Bookshelf	3	EA	
LS-1	Sofa	1	EA	
LS-2	Lounge Chair	2	EA	
T-4	Side Table	2	EA	
T-3	Coffee Table	1	EA	
	<u>Document Processing Workroom B-45</u>			
T-1	Table	4	EA	
C-1	Chair	3	EA	
	<u>Education Specialist 1-20</u>			
F-2	File Cabinets	1	EA	
D-1	Desk	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	2	EA	
F-2a	File Cabinets	1	EA	
	<u>Exhibit Specialist 1-38</u>			
F-2a	File Cabinets	1	EA	
D-1	Desk	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
FF-1	Flat Files	1	EA	
C-3	Side Chair	1	EA	
F-2	File Cabinets	1	EA	

	<u>Exhibit Studio 1-34</u>			
C-1	Chair	1	EA	
T-5a	Table	2	EA	
M-1	Trash Can	1	EA	
C-2	Chair	3	EA	
ST-1	Storage Cabinet	2	EA	
	<u>Facility Manager 1-28</u>			
WS-4	Desk	1	EA	
B-4	Bookshelf	2	EA	
M-1	Trash Can	1	EA	
F-4	File Cabinets	2	EA	
C-1	Chair	1	EA	
C-3	Side Chair	2	EA	
	<u>File/Copy/Fax Room 3-23</u>			
T-1c	Table	2	EA	
M-1	Trash Can	1	EA	
F-2a	File Cabinets	10	EA	
	<u>Guard Cont. Office B-18</u>			
F-6	File Cabinet	1	EA	
D-2a	Desk	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	1	EA	
B-1	Bookshelf	1	EA	
	<u>Maintenance Office B-17</u>			
F-6	File Cabinet	1	EA	
D-2	Desk	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	1	EA	
B-1	Bookshelf	1	EA	
	<u>Museum Processing 1-31</u>			
D-6	Desk	1	EA	
C-1	Chair	1	EA	
B-4	Bookshelf	2	EA	
M-1	Trash Can	3	EA	
C-1	Chair	2	EA	
WS-5	Workstation	2	EA	
T-5	Table	4	EA	
C-2	Chair	2	EA	
F-1	File Cabinets	13	EA	
ST-2	Storage Cabinet	2	EA	
	<u>Museum Registrar 1-32</u>			
T-5a	Table	1	EA	
D-1	Desk	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
D-4	Credenza	1	EA	
B-4	Bookshelf	2	EA	
F-1	File Cabinets	6	EA	
	<u>NARA Computer Room B-46</u>			
T-1	Table	1	EA	

ST-1	Storage Cabinet	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
WS-2	Workstation	1	EA	
	<u>NARA Receiving 1-37</u>			
T-6	Table	2	EA	
C-1	Chair	2	EA	
	<u>Paint Studio 1-41</u>			
C-5	Stools	3	EA	
	<u>Production Studio 1-39</u>			
C-5	Stools	4	EA	
ST-2	Storage Cabinet	2	EA	
	<u>Reception 3-19</u>			
D-5a	Desk	1	EA	
C-3	Side Chair	2	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
F-4	File Cabinets	2	EA	
B-4	Bookshelf	2	EA	
	<u>Research Lounge / Lockers 2-22</u>			
T-2	Table	1	EA	
C-4	Stacking Chairs	4	EA	
LS-1	Sofa	1	EA	
T-4	Side Tables	2	EA	
LS-2	Lounge Chair	2	EA	
	<u>Research Orientation 2-20</u>			
C-1	Chair	1	EA	
D-4	Credenza	2	EA	
M-1	Trash Can	1	EA	
D-5a	Desk	1	EA	
T-10	Table	1	EA	
C-3	Side Chair	4	EA	
	<u>Researcher Room 2-19</u>			
B-2	Bookshelf	6	EA	
T-7	Table	14	EA	
M-1	Trash Can	1	EA	
C-7	Chair	16	EA	
F-5	File Cabinet	2	EA	
B-3	Bookshelf	4	EA	
	<u>Secretary's Office 3-21</u>			
D-3	Desk	1	EA	
C-1	Chair	1	EA	
M-1	Trash Can	1	EA	
C-3	Side Chair	1	EA	
F-4	File Cabinet	1	EA	
B-4	Bookshelf	1	EA	
	<u>Security / Reception 1-11a</u>			
C-6	Chair	2	EA	
M-1	Trash Can	1	EA	
F-5	File Cabinet	2	EA	
	<u>Security Control Office 1-25</u>			
C-3	Side Chair	1	EA	

M-1	Trash Can	1	EA	
C-9	Chairs (BODYBUILT)	2	EA	
	<u>Staff Lunchroom 2-23</u>			
T-2	Table	1	EA	
C-4	Stacking Chairs	16	EA	
T-3	Table	1	EA	
LS-1	Sofa	1	EA	
LS-2	Lounge Chair	3	EA	
LS-3	Small Sofa	1	EA	
T-4	Side Table	3	EA	
	<u>Sup. Arch. Office 3-27</u>			
D-3a	Desk	1	EA	
F-6	File Cabinets	1	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	6	EA	
B-4	Bookshelf	3	EA	
T-10	Table	1	EA	
	<u>Volunteer Coordinator 1-15</u>			
F-2a	File Cabinet	1	EA	
D-1	Desk	2	EA	
M-1	Trash Can	1	EA	
C-1	Chair	1	EA	
C-3	Side Chair	2	EA	
F-2	File Cabinet	1	EA	
	<u>Volunteer Lounge 1-16</u>			
T-2	Table	2	EA	
C-4	Stacking Chairs	8	EA	
M-1	Trash Can	1	EA	
C-1	Chair	2	EA	
WS-3	Workstation	2	EA	

Tab IV

COST OF FACILITY AND AMOUNT OF REQUIRED ENDOWMENT

According to the Presidential Libraries Act Amendments of 1986, all Presidential Libraries starting with the George H. W. Bush Presidential Library must be provided with an endowment, by gift or bequest, to help defray facility operating costs (see 44 U.S.C. 2112(g)(3)). The amount of this endowment is determined by taking into account several factors, including the cost and size of the facility, as well as the cost of the land, improvements, and equipment.

The following formula is created by the Act for establishing the size of the required endowment in cases such as the Clinton Library where the Government will enter into an agreement with the donating organization to use a facility for a library, but will not acquire title to the facility. Section 2112(g)(3)(A) of Title 44 of the United States Code provides that the endowment equals the product of (i) the total cost of acquiring or constructing such facility and of acquiring and installing such equipment, multiplied by (ii) 20 percent; plus (B)(ii) if title to the land is not to be vested in the United States, the product of (I) the total cost to the donor of any improvements to the land upon which such facility is located (other than such facility and equipment) multiplied, by (II) 20 percent.

The Act also provides that, if a facility exceeds 70,000 square feet in area, an additional amount must be added to the required endowment. NARA determined in 1997 in connection with the George H. W. Bush Presidential Library that the square footage figure in the Act refers to "net usable square feet," as measured by the Building Owners and Managers Association (BOMA) Standards. Since the Clinton Library will not exceed 70,000 square feet, the remainder of the endowment formula specified in the Act does not apply.

The estimated cost of the facility will be \$36,000,000. While no land external to the Library facility will be transferred to, under the control of, or maintained by the United States, NARA will enjoy the benefit of the use of improvements, such as the parking lots, access roads, and landscaping around the Library. The cost of maintaining these improvements will be borne entirely by the Clinton Foundation and the City of Little Rock. Because these entities, rather than NARA, will retain control of, and responsibility for maintaining, these surrounding improvements, none of the costs of such improvements have been factored into the endowment calculations. This approach is identical to the methodology used in calculating the endowment for the Bush Library. Taking \$36,000,000 and multiplying it by 20 percent shows that an estimated endowment of \$7,200,000 is required for the Clinton Library.

NARA has received assurances from the Clinton Foundation that the required endowment will be available for deposit into the National Archives Trust Fund at the time the Library is accepted. As required by law, the Archivist of the United States will not enter into an agreement to use the facility as the Clinton Library until there is available an endowment of the required amount.

High Density Storage Shelving

The William J. Clinton Library will be the first Presidential library outfitted with high density storage shelving, otherwise known as compact shelving. The electric moveable storage shelving allows for the storage of larger quantities of materials than traditional fixed shelving and is standard throughout much of the National Archives and Records Administration.

The compact shelving for the Clinton Library is manufactured by industry leader Space Save and consists of 38,500 linear feet of 32"-deep shelves (a portion of which are secure storage), 340 linear feet of 42"-wide shelves, and 260 linear feet of specialized art racks. The cost of the compact shelving is \$1,600,000.

Tab V

CONSTRUCTION COSTS OF THE
WILLIAM J CLINTON PRESIDENTIAL CENTER AND PARK

1.	Construction Cost for Library building	\$ 32,627,238
	<u>Includes:</u>	
	* Building Construction	
	* HVAC System	
	* Emergency Power/Generator	
	* Security System	
	* Building Management System	
	* Electrical Power/Data/Communications System	
	* Compact Shelving Storage System	
2.	Design and Project Management	\$ 3,000,000
3.	Regulatory and Support Services	\$ 372,762
	<u>Includes:</u>	
	* Testing/Balancing	
	* Inspections	
	* Permitting	
	* Surveys	
	* Commissioning	
	TOTAL LAND AND CONSTRUCTION COST	\$ 36,000,000

MATERIALS TO BE DEPOSITED IN THE LIBRARY

Under the terms of the Presidential Records Act (44 USC, 2201-2207), the Archivist of the United States will deposit in the William J. Clinton Library, the Presidential records of the Clinton Administration (1993-2001). A list of Presidential records is attached. All Clinton Presidential records will remain the property and under the control of the Government, and will be administered in accordance with the terms of the Presidential Records Act. Included among these records are textual and electronic files which document the Clinton Presidency, including the archival holdings of the White House Office of Records Management, and records filed in various units of the Executive Office of the President and the National Security Council. Also included will be Government Printing Office publications. Audiovisual materials which will be deposited in the Clinton Library include 1,850,000 still photographs and hundreds of hours of movie film, videotape, and audiotape. Approximately 81,790 domestic and foreign Presidential gifts also will be preserved and maintained in the Clinton Center. An overview of Clinton Library holdings appears below.

William J. Clinton Library Holdings

Presidential Records Textual	30,593 cubic feet
Federal Records Textual	95 cubic feet
Donated Textual	4,998 cubic feet
Total Textual Records	35,686 cubic feet
Moving Images and Sound Recordings	1,325 cubic feet
Photographic and Other	675 cubic feet
Total Non-Textual Records	2,000 cubic feet
Total Electronic Records	23,491,555 (logical data records)
Total Artifacts	81,790 (item count)

List of Holdings

[President's Council on Sustainable Development]

1993 Inaugural Committee

Administration History Project Files

Advance Office; Bridget Leininger

Advance Office; Linda Moore

Advance Office

Agency Liaison; Helen Castleman

Agency Liaison

Americorps

Audio; VHS tapes; Charts (POTUS has seen); Pamphlets; Reports; Contact List

BC Little Rock Office; Presidential; Linda Dixon

BC Little Rock Office; Presidential; Mary Anne Salmon

BC Little Rock Office; Presidential

Cabinet Affairs; Anne Bovaird

Cabinet Affairs; Anne McGuire

Cabinet Affairs; Billy Glunz

Cabinet Affairs; Christine Varney

Cabinet Affairs; Dana Hyde; Katherine Bibb Hubbard; Stefanie Sanford; Jason Goldberg

Cabinet Affairs; David Beaubaire

Cabinet Affairs; Elisabeth Steele

Cabinet Affairs; Irma Martinez

Cabinet Affairs; Janet Handal

Cabinet Affairs; Jason Goldberg; Anne McGuire

Cabinet Affairs; Jennifer O'Connor

Cabinet Affairs; Jon Jennings

Cabinet Affairs; Katherine Bibb Hubbard

Cabinet Affairs; Kitty Higgins

Cabinet Affairs; Kris Balderston

Cabinet Affairs; Kris Balderston; Katherine Bibb Hubbard; Lisa Levin

Cabinet Affairs; Leann Inadomi

Cabinet Affairs; Lisa Levin

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Special Projects
Speechwriting; Alison Muscatine
Speechwriting; Bruce Reed
Speechwriting; Carolyn Curiel
Speechwriting; David Kusnet
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Speechwriting; David Shipley
Speechwriting; Gabrielle Bushman
Speechwriting; Heather Hurlburt
Speechwriting; Heather Hurlburt; John Pollack
Speechwriting; Jeff Shesol
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Speechwriting; Jonathan M. Prince
Speechwriting; Jordan Tomagni
Speechwriting; Josh Gottheimer
Speechwriting; June Shih
Speechwriting; Laura Capps
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Speechwriting; Mara Silver

Speechwriting; Michael Waldman

Speechwriting; Paul Glastris

Speechwriting; Sabrina Corlette

Speechwriting; Samir Afridi

Speechwriting; Terry Edmonds

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Staff Secretary; Nancy Hernreich

Staff Secretary; Paul Richard

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Travel Office; Bob Van Eimeren

Travel Office; Catherine Cornelius

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WH Conf. On Small Business

WH Conference on Climate Change

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WH Internship Program; Kendee Yamaguchi

WH Internship Program

WH Operations; Andrew Rutledge

WH Operations; Ashley Raines

WH Operations; Betty Ubbens

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WH Operations; Charles Richardson
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WH Operations; John Dankowski
WH Operations; Mike Lake
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WH Technology Task Force
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USSS Waves Gatelists

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NSC INTERNATIONAL ECONOMIC AFFAIRS; Holtzapple
NSC INTERNATIONAL ECONOMIC AFFAIRS; Kyle
NSC INTERNATIONAL ECONOMIC AFFAIRS; Lee
NSC INTERNATIONAL ECONOMIC AFFAIRS; Lee; Walsh
NSC INTERNATIONAL ECONOMIC AFFAIRS; Primosch
NSC INTERNATIONAL ECONOMIC AFFAIRS; Punke
NSC INTERNATIONAL ECONOMIC AFFAIRS; Samans
NSC INTERNATIONAL ECONOMIC AFFAIRS; Schaefer
NSC INTERNATIONAL ECONOMIC AFFAIRS; Shah
NSC INTERNATIONAL ECONOMIC AFFAIRS; Tarullo
NSC INTERNATIONAL ECONOMIC AFFAIRS; Walsh
NSC INTERNATIONAL ECONOMIC AFFAIRS; Whyman
NSC INTERNATIONAL HEALTH AFFAIRS

NSC INTERNATIONAL HEALTH AFFAIRS; Bernard
NSC ISCAP
NSC Keller
NSC KOSOVO; Schulte
NSC LEGAL AFFAIRS; Allen
NSC LEGAL AFFAIRS; Baker
NSC LEGAL AFFAIRS; Derosa
NSC LEGAL AFFAIRS; Devine
NSC LEGAL AFFAIRS; Krass
NSC LEGAL AFFAIRS; Kreczko
NSC LEGAL AFFAIRS; Schareen
NSC LEGAL AFFAIRS; Sparks
NSC LEGAL AFFAIRS; Wiegmann
NSC LEGISLATIVE AFFAIRS; Bendick
NSC LEGISLATIVE AFFAIRS; Danvers
NSC LEGISLATIVE AFFAIRS; Davis
NSC LEGISLATIVE AFFAIRS; Farrar
NSC LEGISLATIVE AFFAIRS; Gina; Shapiro
NSC LEGISLATIVE AFFAIRS; Gross; Rosner
NSC LEGISLATIVE AFFAIRS; Lackey
NSC LEGISLATIVE AFFAIRS; Lackey; Rudman
NSC LEGISLATIVE AFFAIRS; Rosner
NSC LEGISLATIVE AFFAIRS; Rudman
NSC LEGISLATIVE AFFAIRS; Shapiro
NSC LEGISLATIVE AFFAIRS; Tavlarides
NSC MULTILATERAL
NSC MULTILATERAL; Banbury
NSC MULTILATERAL; Busby
NSC MULTILATERAL; Feldman; Shea; Stromseth
NSC MULTILATERAL; Feldman; Stromseth
NSC MULTILATERAL; Feldman; Stromseth; Wippman
NSC MULTILATERAL; Feldman; Wippman
NSC MULTILATERAL; Guarnieri
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NSC MULTILATERAL; McLean
NSC MULTILATERAL; Metzl
NSC MULTILATERAL; Naplan
NSC MULTILATERAL; Patten
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NSC MULTILATERAL; Vaccaro
NSC MULTILATERAL; Vaccaro; Wippman

NSC MULTILATERAL; Various
 NSC MULTILATERAL; Wilcox
 NSC MULTILATERAL; Wippman
 NSC NATO SUMMIT
 NSC NATO SUMMIT; Bandler
 NSC NATO SUMMIT; Ebitz
 NSC NEAR EAST/SOUTH ASIA (NESA)
 NSC NEAR EAST/SOUTH ASIA (NESA); Camp
 NSC NEAR EAST/SOUTH ASIA (NESA); Camp; Malley; Pollack
 NSC NEAR EAST/SOUTH ASIA (NESA); Cooper
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 NSC NEAR EAST/SOUTH ASIA (NESA); Toloui
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 NSC NONPROLIFERATION AND EXPORT CONTROLS; Aoki
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 NSC NONPROLIFERATION AND EXPORT CONTROLS; Samore (This is box 3193B)

NSC NONPROLIFERATION AND EXPORT CONTROLS; Tucker

NSC PRESS

NSC PRESS; Crowley

NSC PRESS; Fallin; Stockwell

NSC PRESS; Gobush

NSC PRESS; Leavy

NSC PRESS; Spalter

NSC PRESS; Wozniak

NSC PUBLIC AFFAIRS

NSC PUBLIC AFFAIRS; Anderson

NSC PUBLIC AFFAIRS; Mitchell

NSC PUBLIC AFFAIRS; Schuker

NSC RECORDS MANAGEMENT

NSC RECORDS MANAGEMENT, PRS Files, NSC (This box is 4116A)

NSC RECORDS MANAGEMENT; Admin.

NSC RECORDS MANAGEMENT; Admin. Files

NSC RECORDS MANAGEMENT; Briefing Books

NSC RECORDS MANAGEMENT; Chron Files

NSC RECORDS MANAGEMENT; DC Meetings

NSC RECORDS MANAGEMENT; Ficklin

NSC RECORDS MANAGEMENT; IFD

NSC RECORDS MANAGEMENT; IFG

NSC RECORDS MANAGEMENT; IFG FILES

NSC RECORDS MANAGEMENT; NSC Chrons

NSC RECORDS MANAGEMENT; NS Files

NSC RECORDS MANAGEMENT; PC Meetings

NSC RECORDS MANAGEMENT; PDD

NSC RECORDS MANAGEMENT; PRD

NSC RECORDS MANAGEMENT; PRS Files

NSC RECORDS MANAGEMENT; PRS Files (2001)...

NSC RECORDS MANAGEMENT; PRS Receipts

NSC RECORDS MANAGEMENT; PRS Suspense Files

NSC RECORDS MANAGEMENT; Suspense Files

NSC RECORDS MANAGEMENT; Trip Books

NSC RECORDS MANAGEMENT; Various

NSC RUSSIA, UKRAINE, AND EURASIAN AFFAIRS, (RUE)

NSC RUSSIA, UKRAINE, AND EURASIAN AFFAIRS, (RUE); Bell

NSC RUSSIA, UKRAINE, AND EURASIAN AFFAIRS, (RUE); Beyrle

NSC RUSSIA, UKRAINE, AND EURASIAN AFFAIRS, (RUE); Blacker

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NSC S/B MULTILATERAL; Malley
NSC SITUATION ROOM
NSC SITUATION ROOM; O'Leary
NSC SOUTHEAST EUROPE (SEE)
NSC SOUTHEAST EUROPE (SEE); Brzezinski
NSC SOUTHEAST EUROPE (SEE); Brzezinski; Holtzapple
NSC SOUTHEAST EUROPE (SEE); Greenwood
NSC SOUTHEAST EUROPE (SEE); Hill
NSC SOUTHEAST EUROPE (SEE); Holtzapple
NSC SOUTHEAST EUROPE (SEE); Hurley
NSC SOUTHEAST EUROPE (SEE); Miller
NSC SOUTHEAST EUROPE (SEE); Pittman
NSC SOUTHEAST EUROPE (SEE); Russ
NSC SOUTHEAST EUROPE (SEE); Sapiro
NSC SOUTHEAST EUROPE (SEE); Schulte
NSC SOUTHEAST EUROPE (SEE); Various
NSC SOUTHEAST EUROPE (SEE); Von Lipsey

NSC SPEECHWRITING

NSC SPEECHWRITING; Benjamin

NSC SPEECHWRITING; Blinken

NSC SPEECHWRITING; Boorstin

NSC SPEECHWRITING; Gibson

NSC SPEECHWRITING; Malinowski

NSC SPEECHWRITING; Widmer

NSC STAFF DIRECTOR; Soderburg

NSC STRATEGIC PLANNING

NSC STRATEGIC PLANNING; Bobbitt

NSC STRATEGIC PLANNING; Gibney

NSC STRATEGIC PLANNING; Moffet

NSC SYSTEMS/TECH PLANNING

NSC SYSTEMS/TECH PLANNING; Payne

NSC TRANSITION OFFICE

NSC TRANSITION OFFICE; 1992 Campaign

NSC TRANSITION OFFICE; Berger

NSC TRANSNATIONAL THREATS

NSC TRANSNATIONAL THREATS; Benjamin

NSC TRANSNATIONAL THREATS; Benjamin; Simon

NSC TRANSNATIONAL THREATS; Chen

NSC TRANSNATIONAL THREATS; Clarke

NSC TRANSNATIONAL THREATS; Cressey

NSC TRANSNATIONAL THREATS; Eddy

NSC TRANSNATIONAL THREATS; Fenzel

NSC TRANSNATIONAL THREATS; Fung

NSC TRANSNATIONAL THREATS; Hagerty

NSC TRANSNATIONAL THREATS; Hunker

NSC TRANSNATIONAL THREATS; Klem

NSC TRANSNATIONAL THREATS; Kurtz

NSC TRANSNATIONAL THREATS; Kurtz; Montgomery

NSC TRANSNATIONAL THREATS; Meyer

NSC TRANSNATIONAL THREATS; Montgomery

NSC TRANSNATIONAL THREATS; Mulligan

NSC TRANSNATIONAL THREATS; NSC (This box is 3193A)

NSC TRANSNATIONAL THREATS; Plunkett

NSC TRANSNATIONAL THREATS; Telleen

NSC TRANSNATIONAL THREATS; Verville

NSC TRANSNATIONAL THREATS; Wechsler

NSC TRANSNATIONAL THREATS; Wolosky

NSC WH COUNSEL; Gergen

Impeachment E-Mails

Tab VI

STATEMENT OF ANY ADDITIONAL IMPROVEMENTS

The Clinton Foundation is providing the Government a fully functional facility that will require only a minimal amount of Government funds to begin operations. All building systems will be operational upon NARA occupancy, and the Library will be completely furnished and secured to hold Presidential materials.

Additional Federal Government Equipment Provided

Since the end of the Clinton Administration, NARA has operated the Clinton Presidential Materials Project in Little Rock, Arkansas. This facility was leased to serve as a temporary location for the Clinton materials while the Library was being constructed. Some of the equipment now being utilized by the staff of the Clinton Project, such as audio-visual equipment, select shelving, carts, and other supplies will be transferred to the Clinton Library. The value of these materials is estimated at \$50,000. A list appears below:

- 2 Worktables with casters
- 1 Computer desk
- 1 Typewriter stand
- 1 File safe, 2-door
- 4 File cabinets, 5 drawer
- 2 Lateral file cabinets (5 drawer)
- 2 File pedestals
- 3 Folding tables
- 1 Book case, 4 shelf
- 11 Mobil work tables w/ casters
- 2 Large steel work tables w/ drawers
- 1 Map file, Large
- 4 Computer tables
- 1 End table w/lamp
- 1 Storage cabinet w/casters
- 4 Printer stands
- 1 Printer stand, 5 tier
- 1 Table, 2-door storage
- 1 Display Case, Glass w/ 5 shelves
- 1 Magazine rack, 5 shelves
- 1 Refrigerator
- 40 Double shelf units
- 20 Single shelf units

In addition, NARA will be providing a telephone system for the Library that will be compatible with the NARA-wide network telephone system. The cost of the Library system will be \$76,643 in one-time expenses to purchase necessary telephone handsets, routers, and other technical equipment for installation at the Library. Additionally, NARA will be providing desktop personal computers and NARA-approved software that are compatible with the NARA-wide

computer network.

The cost of moving the Presidential materials, and the above listed equipment, from the temporary location to the new Library is estimated at \$150,000.00 which will be paid for by NARA.

All NARA costs associated with the move and setup of the new Clinton Library have been budgeted and will be provided through regularly appropriated operating expenses.

Additional Improvements and Equipment

The Clinton Foundation is offering to NARA a fully equipped facility. In addition to providing the basic facility and equipment, the Foundation is also furnishing the Library (except as indicated above). As seen on the list of furnishings found in this document, the Foundation will provide NARA with the desks, chairs, tables, file drawers, bookcases, storage cabinets, all necessary shelving, and other furnishings necessary for the day-to-day operation of the Library.

Also, the Foundation will install a permanent museum exhibit, which will be completed in time to open to the public upon formal dedication of the Library in November 2004. The estimated cost of the museum exhibit, as well as display cases, fabrications, reproductions, millwork, media production, and audiovisual systems is \$13,500,000.

Lastly, the Foundation, in cooperation with the City of Little Rock, has overseen and paid for site development in the land adjacent to the Library site, including landscaping, construction of roads and sidewalks, and the renovation of the historic Choctaw Station. Maintaining these improvements will be the responsibility of the Foundation, the City, or state agencies.

3/30/04

**William J. Clinton Presidential Library
Exhibit Outline**

Main Lobby

Presidential Limousine

Orientation Theater Film

The Journey Begins

Orientation Theater Lobby

The Campaign: A New Generation

First Exhibit Area: Museum Lower Level

Cabinet Room Replica

Inauguration: A Time for Change

Statistical Portrait of America, the World, the Economy 1992 – 2000

The Third Way: Road Map to the Future

Vice President Exhibit

The White House at Work Exhibit

Museum Lower Level

The Clinton Administration Timeline

Alcove Exhibits: Challenges, Responses, Results

Museum Upper Level: Mezzanine

Life at the White House

The Arkansas Years

Second Exhibit Area

Temporary Exhibit Gallery

The Oval Office

The Work Continues

Exhibit Outline

The following describes the basic components of the exhibition storyline and how it will communicate the key messages of the Clinton presidency. There are three major ideas that drove President Clinton's vision. The following are those three major ideas:

1. Vision of One Economy (using America's leadership to open global markets and create individual opportunities, at home and abroad)
2. Vision of One America (building America's strength as a community, nation of diverse individuals, and land of shared opportunity)
3. Vision of One World (recognizing America's responsibility to promote peace, democracy, opportunity, and stability throughout the world)

Main Lobby

Presidential Limousine Exhibit

This exhibit will be housed in the area below the escalators on the west side of the lobby. One of the limousines that President Clinton used during his presidency will be the main focus of the exhibit. Along with the limousine there will be pictures, text, and video on the history of the Presidential Limousine, as well as information on the United States Secret Service.

Orientation Theater Film

The Journey Begins

This theater will be the first stop for many visitors. The film will welcome and orient visitors to the museum. The film will show the President's early life, his family, and the ideas and events that shaped his generation. It will also go through the 1992 campaign journey and end with election night in Little Rock.

Orientation Theater Lobby

The Campaign: A New Generation

Wrapping around the oval shaped Orientation Theater are a series of photos showing President Clinton's campaign across America. At the north end of the Orientation Theater there is a large campaign exhibit case containing a more detailed story of the campaign, President Clinton's campaign button collection, and other miscellaneous campaign memorabilia.

First Exhibit Area

Cabinet Room Reconstruction

Inside the Library is a reconstruction of the Cabinet Room. This recreation will have interactive monitors in the cabinet room table. Visitors will be able to sit at the table and learn about the critical decisions that were made in this room. In addition the visitors will receive a glimpse of how the White House staff and Cabinet operated under the leadership of the President Clinton.

Inauguration: A Time for Change

The Inauguration Exhibit is located directly east of the cabinet room recreation. A video of President Clinton's first inaugural address will be projected on a screen over twenty feet wide. There will also be footage of the crowds of people, celebrations, and festivities of the inauguration.

White House at Work

This exhibit is located directly beside the inauguration exhibit. It will describe the activities of the White House Staff during the Clinton administration.

Vice President Exhibit

This exhibit is located directly beside the White House at Work exhibit. It will highlight Vice President Gore's important role within the administration.

Statistical Portrait of America: The World and Economy of 1992 – 2000

The Statistical Portrait exhibit is located at the beginning of the alcove exhibits. This exhibit will provide visitors with data showing how the Clinton administration worked to transform the nation from 1992 through 2000.

The Third Way: Road Map to the Future

This exhibit is located on the north exterior wall of the Cabinet Room and is about third way ideas: Opportunity, Responsibility, and Community. This is the road map that helped to set the direction of the Clinton administration.

The Museum Lower Level

The Clinton Administration Timeline

The Timeline will be located in the center of the Museum with a panel representing each year of the Clinton administration. The timeline will show the administration's work spanning a wide variety of policy areas and will unfold against a contextual backdrop of U.S. and World history; an era shaped by growth of the internet, the technology boom, the global AIDS crisis, amazing scientific discoveries, and more.

Alcove Exhibits: Challenges, Responses, Results

Arranged on either side of the timeline on the Museum Lower Level are the Alcove Exhibits. Here visitors can explore a wide variety of topics in more depth than the prior exhibits. Each alcove will focus on a specific theme, presenting the challenge, the response, and the results.

Museum Upper Level Mezzanine

Several exhibits will be located on the museum upper level mezzanine. On the east side will be exhibits illustrating life in the White House. The exhibit titles include: State Events, Making a House a Home, Celebrations in the White House, and People's Gifts.

On the west side of the museum upper level mezzanine will be biographical exhibit on President Clinton covering the Early Years, Entering Politics, and the Governorship. In addition will be a special exhibit highlighting the role of the Arkansas Travelers.

Second exhibit Area: Museum Upper Level

Temporary Exhibit Gallery

Directly south of the Museum Upper Level Mezzanine you will find the Temporary Exhibit Gallery. A variety of exhibits will rotate through this space over time; allowing the Library to display items from it's vast collection and traveling exhibits. The first exhibit in the Temporary Gallery will be "Delta Heritage: President Clinton's Music Collection".

The Oval Office

As the visitors leave the Temporary exhibit gallery they will find a full scale replica of the Oval Office. This exhibit will show the room and its furnishings exactly as they were during President Clinton's administration. Outside of the Oval Office will be two computer stations to allow people to take an interactive tour of the White House.

The Work Continues

This exhibit lies to the south of the Oval Office. The Work Continues is a continuously updated exhibit that chronicles the work of President Clinton and his Foundation.

Tab VII

ESTIMATED TOTAL ANNUAL COSTS OF THE CLINTON LIBRARY

The estimated costs for operating the Clinton Presidential Library are as follows.

Program Costs

Personnel costs for a full-time staff of 25 employees estimated for FY 2005 amounts to \$1,774,000 per year. Proceeds from admissions and reproductions will be deposited into the Clinton Library account of the National Archives Trust Fund and used to support Library activities in accordance with 44 U.S.C. 2112(g)(1).

Facility Costs

Security:

Security at the Clinton Library will be provided by a contract security services vendor. The following costs are based on the independent government cost estimate developed in order to procure these contract services. They include 40,032 hours of guard services, providing 24-hour per day, seven-day per week coverage of the facility. A contract supervisor is also provided at 2,920 hours per year. The Office of Presidential Libraries working with the NARA procurement office and the Clinton Project established base security needs based upon services provided at libraries of similar size and complexity, including the Ronald Reagan Presidential Library and the John F. Kennedy Library. Additionally, costs for guard salaries were determined in part using Department of Labor wage level determinations. A three percent escalation for each year of services was included for option years. The cost of security will be shared with the Foundation based on a net square footage ratio.

Total estimated security guard services:

FY05	\$767,032.00
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Operations and Maintenance:

Operations and maintenance costs at the Clinton Library will be provided through a combined facility maintenance contract or CFM. This will include all services for mechanical maintenance, upkeep, and repair, as well as for janitorial services throughout the facility. Costs were determined based upon the size of the facility, 152,122 total square feet (not net library useable square feet). The costs were estimated based upon the operations and maintenance costs at similarly sized facilities including the Ronald Reagan Presidential Library and the John F. Kennedy Library. Additionally, costs for staffing were determined in part using Department of Labor wage level determinations. A three percent escalation for each year of services was included for option years. The cost of operations and maintenance will be shared with the Foundation based on a net square footage ratio.

Total estimated Operations and Maintenance Costs:

FY05

\$1,171,915.00

Utilities:

Utility services at the new library include electricity, natural gas, and water and sewer. These costs were developed with the engineering group who designed the building, along with the firm who are providing commissioning of the building systems. In addition, the Clinton Project spoke with representatives of the various utilities to estimate building energy usage and figure costs based on established rates. The Project working with the Office of Presidential Libraries studied energy costs at libraries throughout the system in establishing estimated utility costs for the new facility. The cost of utilities will be shared with the Foundation based on a net square footage ratio.

Total estimated energy costs:

Electricity FY05	\$185,730.00
Natural Gas FY05	\$93,940.00
Water/Sewer FY05	\$10,784.00

Initial Trust Fund Balance

The Clinton Foundation is the first organization to provide a new library with funds for its Trust Fund prior to the dedication and transfer of the Library to the government. The Foundation has generously provided NARA with a percentage of the funds resulting from the sale of advance memberships to the Friends of the William J. Clinton Library. To date, the total amount of monies transferred to the Library Trust Fund amount to \$31,875.00. The Library Trust Fund will continue to receive funds for the sale of these advance memberships.

Tab VIII



Phelps Program Management

THE WILLIAM J CLINTON PRESIDENTIAL CENTER AND PARK
1200 East President Clinton Avenue
Little Rock, AR
(501) 907-5421
(501) 907-5431 FAX

Cost Saving Design Features of the Clinton Library

The Clinton Center and Park includes materials and equipment in building systems incorporated to conserve energy and reduce the costs associated with building operation. These cost savings measures are itemized below. All building systems and components were evaluated for compliance with the Leadership in Energy and Environmental Design program and, upon completion of construction, the building will be LEED certified as defined by the United States Green Building Council.

1. Plumbing fixtures were selected to achieve LEED certification for water conservation. This also results in significant operational cost savings.
2. The project incorporates an advanced measurement and verification control system, to ensure that the building operators can accurately monitor the building's energy and water consumption over time.
3. All curtain wall insulated glass in the facility is manufactured to reduce heat gain or loss.
4. Energy Star rated appliances have been specified for the facility.
5. The Clinton Library will use 34% less energy than comparable "code-compliant" buildings (buildings that only meet the minimum requirements of the ASHRAE Standard 90.1-1999). The building's energy saving features includes high-performance glazing, unique glass sun screen, insulated glass walls, and adjunct roller shade system.
6. A radiant floor coil heating and cooling design, high performance heating and air conditioning equipment also contribute to the overall operating cost savings design features.
7. Solar cells have been installed to account for part of the building's energy load.
8. The William J Clinton Presidential Center and Park in which the Clinton Library is located is maintained by the City of Little Rock.
9. The project will utilize a significant amount of recycled content materials (e.g., concrete with flyash, recycled-content steel, insulations, ceiling tiles, gypsum wallboard, carpet). These materials are not only durable, but their modular nature provides for ease in replacement.
10. The project will include Electric Vehicle (EV) charging stations for 3% of the parking spaces provided.

Tab IX

ARCHIVIST'S CERTIFICATION STATEMENT

I am pleased to certify that the proposed plans and specifications for the William J. Clinton Library meet the architectural and design standards for the National Archives and Records Administration (NARA) which generally set forth performance criteria for mechanical requirements, environmental standards, storage configurations, traffic patterns, spatial relationships, security requirements, and the structure itself.

Inspectors from NARA reviewed the building during the construction stage and found that the construction is in substantial compliance with, and in some cases significantly exceeds, NARA standards. NARA and the William J. Clinton Presidential Foundation have established a collaborative relationship that will continue throughout the remainder of the construction process. NARA will continue to monitor each successive stage of construction to ensure that the facility is built in accordance with NARA standards.

Archivist of the United States

Date

Joseph L. Fleischer FAIA Timothy P. Hartung FAIA Duncan R. Hazard AIA Richard M. Olcott FAIA James S. Polshek FAIA Susan T. Rodriguez AIA Todd H. Schliemann AIA

April 1, 2004

The William Jefferson Clinton Foundation
c/o Phelps Program Management
William Jefferson Clinton Presidential Center and Park
1200 East President Clinton Avenue
Little Rock, AR 72201

Re: 9908.A.2.2
William J. Clinton Presidential Center

To Whom It May Concern:

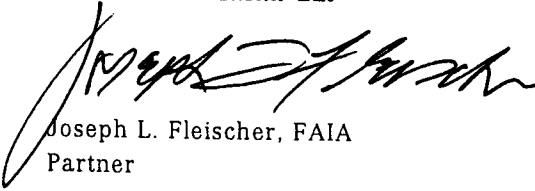
As the Architect of Record for the above referenced project, we believe that the building has been designed and constructed according to the plans and specifications prepared by the Design Team. We have reviewed the plans, specifications and NARA guidelines and believe that the project is being built to those standards.

We continue to monitor the progress in our role of Architect of Record for the building.

Please contact us if further information is needed.

Sincerely,

POLSHEK PARTNERSHIP LLP


Joseph L. Fleischer, FAIA
Partner



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**Phelps Program
Management**

THE WILLIAM J CLINTON PRESIDENTIAL CENTER AND PARK
1200 East President Clinton Avenue
Little Rock, AR
(501) 907-5421
(501) 907-5431 FAX

April 1, 2004


Honorable John W. Carlin
Archivist of the United States
National Archives and Records Administration
8601 Adelphi Road
College Park, MD 20740-6001

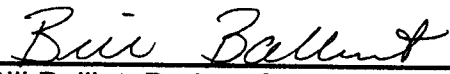
Dear Mr. Carlin,

The quality control team at the William J Clinton Presidential Center and Park conducts regular reviews of the building during the construction stage. Formal QA/QC meetings are facilitated weekly and formal QA/QC walkthroughs are conducted twice weekly. The construction is in substantial compliance with, and in some cases exceeds, NARA standards. NARA and the Clinton Foundation have established a collaborative relationship that will continue throughout the remainder of the construction process. The quality control team will continue to monitor the construction process and potential design modifications to ensure that the facility is built in accordance with NARA standards.

Sincerely,

PHELPS PROGRAM MANAGEMENT

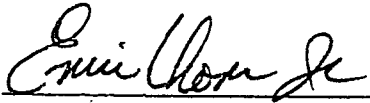

Jonathan Semans, Project Manager
Date 4/1/04


Bill Ballint, Project Controls Manager
Date 4/1/04

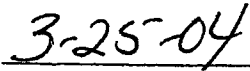
Thomas & Associates, Inc.

1010 Battery Street, P.O. Box 50
Little Rock, Arkansas 72203
501-376-1102 • 501-395-2668 (pager)
501-372-8042 (fax)

The material/soil testing and inspections for The William J. Clinton Presidential Center and Park are being performed in accordance with the architectural plans and specifications. These testing and inspection procedures are in compliance with the standards of ASTM and ACI. These standards will continue to be monitored for the remainder of the construction period.



Enice Thomas, Jr., Project Testing/Inspection Manager



Date



Energy Services

a division of TME, Inc.

March 25, 2004

Re: William J. Clinton Presidential Center
Commissioning
TME Job No. 01-837

As the Commissioning Provider for the above referenced project, we believe that the building has been constructed according to the plans and specifications. We have reviewed the plans, specifications and NARA guidelines and have weekly observed that all are being substantially adhered to in the construction of the William J. Clinton Presidential Center.

We continue to monitor the progress in our role of commissioning the building.

Please contact us if further information is needed.

TME, INC.

Alan Hope, CEM, LEED[™] AP
Chief Operating Officer