



Bentonville Municipal Airport
Advisory Board Meeting
Thursday, February 6, 2020 – 1:00 pm
Community Development Building
305 SW “A” Street
Bentonville, AR 72712

MINUTES

Dr. Richard Ham, Chairman, called the meeting to order and led the room in the Pledge of Allegiance.

Present at the meeting were: Richard Ham – Chair, Rick Simmons – Vice-Chair, Mike Frost, Lisa Kelley, Dennis Cherry, Octavio Sanchez – Ex-Officio, Charles Chadwick, Dennis Birge, Dan Weese, Beverly Shepherd, Administrative Assistant, Chad Cox and Jordyn Haught – Summit Aviation/FBO, Adam White – Garver, Chris Maestri – Garver, Michael Ames, Dave Powell, and Dave Burris

Old Business

1. Approval of Minutes from January 16, 2020

Rick Simmons made a motion to approve the January 16, 2020, Minutes as presented.
Mike Frost gave a second. Motion approved.

2. Geese/Dog/Handler at Airport Update – *Dennis Birge*

Dennis Birge reported that Robin Fields is our new dog handler/Bailiff. He reported for work this past Monday. At present, he is going through some training with the police department, doing some of the same training their canine officers go through. He is also uniquely qualified to do bailiff work, and will be with the Municipal Court on Tuesdays. The rest of the days, we should have him at the airport, as needed, and will be in other areas. He will be in training with the police department until the 17th of this month. Then from the 17th through the 20th, we will be going through airport items. Dennis will be reaching out to the FBO and others to set up meetings to introduce Robin to them, and get a game plan together, as well as show him the lay of the land. In addition, Chip Gibbons has volunteered to train us on proper radio communication, sometime between the 17th and 20th. On the 24th, Rebecca with *Fly Away Geese* will be bringing a goose dog (Border Collie) on the field. She will train us with the dog on the 24th and 25th, and possibly the 26th. There is also a person that works for RPD that has border collies of his own. He is interested in some training, as well, and *Fly Away Geese* is interested in helping him with some training, as well. This person has also volunteered the use his dogs to the city. This might work where we could use him when Robin is not able to be here. This person is not able to do this full time, but the more people we can get trained on this, the better off we will be. Rebecca tells us that we should have our own dog in about 60 days from the time we are trained with this dog. It is a process, but

we will be able to pick the dog we want from videos Rebecca provides to us, once she gets a feel for our needs and the type of dog we need. We will also get or develop a form to keep track of the dog, what he does, how he acts, etc. to record progress, and for tracking when the dog does not perform like it should, which will inevitably happen.

3. West Summit Hangar Update – Dave Burris, Burris Architecture

- a. Hangar Update
- b. Color Palette Update

Lisa Kelley presented an updated color palette guideline that she worked on with Dennis Cherry and Dave Burris. They put some different verbiage at the top, and stayed within the guideline discussed last month. It is ready to go to City Council.

New Business

- 1. Engineering and Construction, *Adam White, Garver Engineers*
 - a. *Updates on Current Projects*

RUNWAY REHABILITATION (ADA 80/20 Grant):

Adam White reports that they are still waiting on that perfect Sunday to do the work on the markings when the weather cooperates. They will continue to work with the contractor to find a good date to do this.

EAST TAXIWAY EXTENSION (SOUTH):

This project is funded through an FAA Grant. This project is currently in design and includes all the lighting of the entire east side of the airfield and then the NE Connector, which is privately funded construction. This goes out for review to the FAA on February 14, 2020. Dennis is currently working with an adjacent property owner to where we will be able to utilize their drainage infrastructure, which will be a good thing. We will be able to advertise for bid in the April – May period, just in time for a construction grant.

EAST TAXIWAY EXTENSION & RUNWAY 18 TURNAROUND (NORTH) (PRIVATE FUNDING):

They are still in negotiations with the Contractor. They had the Pre-Con meeting, and are just waiting to start construction.

ACCESS TUNNEL (Private Funding):

Charles Chadwick reported that Glen Boles and Kathy Franklin from the FAA were down last Friday and walked the tunnel area very extensively. They still have some concerns about the security of the tunnel area as it ties into the public trail system. There was talk of possibly closing the tunnel access during certain times of the day. Dennis mentioned that they would be sending us a letter with three (3) main items they would like us to address. They were (1) Gating, and how we were going to gate it, (2) Hours

that it was going to be open, and, (3) Cameras. They also discussed fencing and heights of the fence. The perception of those walking the area with Mr. Boles and Ms. Franklin were not that they were against the tunnel, but that it would not be favorable unless we have adequate security and fencing, sufficient gating, limited public access during certain hours of the day, etc. We are just waiting on the letter from them detailing what they would like. We submitted the Air Space Analysis. The FAA would want us to update that study to address the concerns they have.

GAME COMPOSITES HANGAR FACILITY (Private Funding):

Michael Ames reports that we applied for a building permit and waiting on approval. Michael Ames is negotiating with the contractor. This should be ready in about a month for Pre-Con.

GAME COMPOSITES MAINTENANCE FACILITY (Private Funding):

Adam reports that we are now calling this the Shop Facility instead of Maintenance Facility. We just surveyed that last week and are still in the very early stages of this project. He will have more details later.

EAST HANGAR CONSTRUCTION (Private Funding):

This facility may go through Large Scale Development as early as next week and hope to start in the April/May period. Mr. Chadwick says the documentation is ready to go on this project.

2. City of Bentonville, Charles Chadwick, Airport Manager

Mr. Chadwick brought before the board three items. The first Assignment deals with the Baldwin Complex. Brian Baldwin built it and then it got broken up into sort of “condo units”. A man by the name of John Furner has 6F Aviation, LLC, there and he is looking to sell and transfer his interest in that to a man by the name of James Breach with an LLC called B’s Star Bellies, LLC. It is a simple transfer. It just assigns the existing lease agreement with the City of Bentonville from 6F Aviation, LLC, to B’s Star Bellies, LLC. Brian Baldwin put them in touch with Mr. Chadwick. He dealt with them only by phone and email. The terms of the lease have not changed. It started August 2016 and continues to Dec. 31, 2055. Mr. Chadwick looked up both entities and found they were both in good standing with the State. He did not find any reason not to grant the assignment. Mr. Chadwick asked for approval of this Lease Agreement. It is set to go before City Council on Tuesday, February 11, 2020.

Chair, Richard Ham, called for a Motion.

Motion: Dennis Cherry made a motion to accept the Assignment of Lease, as written. Lisa Kelley made a second to the motion. All were in favor. Motion approved.

The second Assignment of Lease is almost identical to the other one, but has a little different history. Chip Gibbons originally constructed the building, and had a lease with the Airport Commission. This was an entity that controlled the airport prior to what we have now. Mr. Chadwick referred to that in the Assignment of Ground Lease to explain the history. Other than that, the lease is pretty much the same as the other one. He asks that the board approve it. Mr. Chadwick performed an entity search on the parties, and found no reason not to grant the assignment. It is also set to go on the City Council agenda on the 11th.

Motion: Lisa Kelley and Rick Simmons, respectively, made a motion to approve and second. Motion approved.

The third item is a Lease Agreement that Mr. Chadwick has been working on for quite some time. The name of this company is Mission Plaza, LLC. They consist of some of the members of Collier & Associates, specifically Stuart Collier, which is a real estate company out of Fayetteville, AR. The area in question Mr. Chadwick feels that it is probably the best site on the airport to do the next good project. He thought it had the most value to the airport. This lease agreement is for 37 years. The interesting part is Paragraph 3.2 on Page 1, is that there is going to be an initial lease payment of \$4000.00. It is going to give them a period of six (6) months to try to put their project together from a financial standpoint. If they do not terminate by September 1, 2020, then the rest of the terms of the agreement continue, they are subject to some penalties, and they continue to pay rent the way they agreed to in there. The thing that should catch your eye the most is on Paragraph 4 under Lease Payment on Page 2. After the initial six (6) month period goes by, March 1st – August 31st, thereafter, during the remaining term of the Lease, the Lessee shall pay to the City of Bentonville an annual rental based upon the square foot of the total leased ground space; and the rate shall be \$1.00 per square foot. That is almost five (5) times what we are getting in other locations. They anticipate putting in about 12,750 square feet. That would be a good annual rental amount for the airport. We normally have an escalation clause based on the CPI or Consumer Price Index, never to exceed 2% annually, but never to go down. Normally, in a lease, that starts in after the first year. On this, because it has been front-end loaded with the \$1.00 per square foot, it would be Mr. Chadwick's recommendation, and it is in the terms of the lease, that the escalation with the CPI would not start until January 1, 2035.

There was much discussion at this point. Some errors were noticed and need to be changed. Mr. Chadwick said that he would make those changes to the lease.

Motion: Lisa Kelley made a motion to approve the Bentonville Municipal Airport Land/Lease Agreement between the city and Mission Plaza, LLC, with three (3) changes.

- (1) Change the square footage throughout the document from 17,250 square feet, to 12,750 square feet;
- (2) To do improvements additions throughout in 3.3 and 9.5 to clarify that it isn't just the property, but also the improvements and fixtures that would convert to the city; and
- (3) To change the fixed time in paragraph 3.3 to 60 days prior to the lease expiration to have the lessee exercise a right of first refusal. Mike Frost gave a second to the motion.

There was more discussion at this time. Dr. Ham called for a vote on the motion. All approved. Motion carried.

3. Summit Aviation/FBO/Turf Runway/Tailwind – *Chad Cox, Summit Aviation/FBO*

Chad Cox appeared before the committee and gave us a brief report on Summit Aviation/FBO. He reports that the taxiway and apron lights are working now. He said that the dirt pile has not been moving. Mr. Chadwick said that the weather has not cooperated lately, but the person who is moving it will start once it dries out a little. The facility that the person has been taking the dirt to still wants it. Mr. Chadwick said that he has two people interested in building T-hangars in that area now. The man has a year from the last of 2019 to move it. Chad also said that they are all in with safety and security on the tunnel. He said he would continue to push for this tunnel. On the east side of the airport, the keypad is

not working. He said that his boss said he would be willing to donate a new keypad to get this working. He said he has reported it three or four times and that they have patched over it a few times and it continues to break. Mr. Chadwick said he could get with Dennis about this to get a new one. He thinks that the cost would be nominal. Chad reports that with the tunnel on the east side, there is a Game and Fish Easement. It says that Arkansas Game and Fish stocks the lake, they should have access to it. He brings this up to remind us to keep this in mind when they are fencing off an area that has a public use easement. Mr. Chadwick said that Chad should probably speak with Dennis Birge about this. There was some discussion about this, and about how to get the FAA and Game and Fish working together.

Lisa Kelley asked if we could get some sort of visual overlay of where the easements are, where the fences go. Adam said if we could get the easement document, we could overlay it on the map that he has. Ms. Kelley said that once we get the FAA letter about what they are proposing, we could add those things on there so we could see it on the map. Adam said that we could do that.

Additionally, Chad mentioned three (3) things that he thinks are important and needed, and that we should keep on the radar:

- 1) Papis are needed;
- 2) More Parking
- 3) Self-Serve Fueling. There is none now.

He will email fuel sales numbers to the board later. He said our gross from the Flight School went up 30% since last year. They still have 211 people on the waiting list.

4. Dave Burris – Burris Architecture – West Summit Hangar

Dave Burris appeared to give a short update on the VBT East Side Hangar. It looks like they are moving through the process through the City Planning Department and will be making submittals next month. At the next AAB, he will present the full project with the civil engineering drawings and seeking your approval to move forward with this project.

Other Business

1. Schedule March, 2020, AAB Meeting

Proposed Meeting Day: Thursday, March 5, 2020 @ 1:00 pm

There are two board members that could potentially not be able to make the next proposed meeting day of March 5, 2020. They discussed alternate dates. Chuck mentioned that at one time we talked meeting at The Fieldhouse when got the trainer and goose dog. We will have them then. ***It was decided that we would meet at The Fieldhouse hangar on Tuesday, March 10, 2019, at 1:00 pm in the hangar.***

2. Adjournment

Dennis Cherry made a motion to adjourn. Mike Frost seconded. Motion carried at 02:19:30.

###

AIRPORT ADVISORY BOARD ATTENDANCE LIST

DATE: 02-06-2020

NAME	PRESENT	ABSENT
Richard Ham - Chairman	✓	
Rick Simmons - Vice-Chair	✓	
Dennis Cherry - Member	✓	
Mike Frost - Member	✓	
Lisa Kelley - Member	✓	
Octavio Sanchez, Ex Officio Member	✓	
Charles Chadwick – Airport Manager	✓	
Beverly Shepherd, Administrative Asst.	✓	
Dennis Birge - COB	✓	
Dan Weese - COB	✓	
Chad Cox – Summit	✓	
Adam White - Garver	✓	
Mike Jones – New Media		✓
Michael Ames	✓	
Dave Powell	✓	
Chris MAESTRI - GARVER	✓	
Dave Burris	✓	

Bentonville AR - AAB Color Palette Guideline

The collection of colors shall be used for reference only. Final design and colors to be selected by the design team and submitted via renderings, color elevations with material percentages to the AAB for approval. AAB reserves the right to approve or reject submittals.

Primary Field Color -



Dark Gray



Light Dark



Dark Clay



Light Clay

Trim Color -



Dark Gray



Light Dark



Dark Clay



Light Clay

Alternate Accent Metal colors must be presented for approval, and shall not exceed 25% of facade

Accent Material Option - Stone



Accent Material Option - Brick



Accent Material Option - Wood



Accent Material Option - smooth cement panels

in keeping
with color
scheme

DRAFT

Assignment of Ground Lease Agreement

This assignment of a certain Lease Agreement (the "Assignment") is made this ____ day of _____, 2020 between Charles R. Scott (the "Assignor") and Buffalo Investment Group, LLC.(the "Assignee").

The original lease is dated March 26, 2001, between the Bentonville Airport Commission as Lessor and Daniel E. Shewmaker as Lessee. Said lease document is attached hereto and made a part hereof by reference, as if set out word for word.

The original lease was thereafter assigned by Daniel E. Shewmaker to Charles R. Scott, by assignment agreement dated May 17, 2005, and signed by the parties and Mayor Terry Coberly on June 9, 2005, on behalf of the City of Bentonville as Successor in Interest as Lessor. A copy of the Assignment of Hangar Lease Agreement is attached hereto and made a part hereof by reference, as if set out word for word.

The Bentonville Airport Advisory Board unanimously approved said Assignment of Hangar Lease Agreement on or about June 21, 2005.

Effective the ____ day of _____, 2020, the Assignor, Charles R. Scott, hereby assigns to the Assignee, the subject Bentonville Municipal Airport Lease Agreement attached hereto, The Assignee fully accepts all terms and conditions of the Agreement and this Assignment. The Assignee agrees to honor and comply with the terms and conditions for the duration of the Agreement, and further agrees to honor and comply with all Bentonville Municipal Airport Rules and Regulations and FAA Advisory Circulars and mandates, as all may exist, be adopted and/or amended from time to time.

Assignor:

By: _____ Date: _____
Charles R. Scott

Assignee:

By: _____ Date: _____
Austin Albers, Member & Manager
Buffalo Investment Group, LLC

This assignment is with the recommendation of the Airport Advisory Board and the consent of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Lease Agreement, attached hereto.

By: _____ Date: _____
Stephanie Orman
Mayor, City of Bentonville

Attest: _____ Date: _____
Linda Spence
City Clerk

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Charles R. Scott, to me well known, who acknowledged himself to be the Lessee in the above and forgoing Lease Agreement, and Assignor in the above and foregoing Assignment, and that he, in such capacity, being so authorized, executed the forgoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2020

Notary Public

My Commission Expires:

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Austin Albers, to me well known, who acknowledged himself to be the Member and Manager of Buffalo Investment Group, LLC, an Arkansas limited liability company and the Assignee in the above and forgoing Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing his name of said limited liability company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2020

Notary Public

My Commission Expires:

BENTONVILLE MUNICIPAL AIRPORT
LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 26 day of March, 2001, between Bentonville Airport Commission, hereinafter referred to as "Lessor," and Daniel E. Shewmaker, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1100 square feet marked and identified as HANGAR 2 of the SOUTH T-HANGARS being described as follows:

A portion of the Southeast Quarter, of the Southwest Quarter, of Section 6, Township 19 North, Range 20 West, Benton County, Arkansas; more particularly described as follows:

Commencing at the Southeast Corner, of the Southeast Quarter, of the Southwest Quarter, of Section 6; thence North 80 02'49" West, a distance of 821.71 feet to the TRUE POINT of BEGINNING; thence North 89 36'08" West, a distance of 50.00 feet; thence North 00 23'52" East a distance of 200.00 feet, thence South 89 36'08" East, a distance of 50.00 feet; thence South 00 23'52" West a distance of 200.00 feet to the TRUE POINT of BEGINNING.

Containing 10.000 square feet or 0.230 acres, more or less.

The Basis of Bearings for this description is the centerline of the airport runway as shown on the Bentonville Airport Commission 1999 Improvement Plans, Sheet No. 4. Said bearing is taken to be North 00 23'52" East.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Airport.

TERM. This lease's term is for thirty-five (35) years beginning on the 1 day of April, 2001, and ending at Midnight, March 31, 2036; unless sooner terminated as herein provided.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease. Lessee shall pay all ad-valorem taxes and assessments, if any, upon the leased premises which are assessed during the lease term.

USE OF THE PREMISES. Lessee agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related purposes.

AIRCRAFT. The Lessee shall hangar the following aircraft in the hangar

Make: Beech
Model: A-36
Year: 2000
Tail Number: N5229G

Make: _____
Model: _____
Year: _____
Tail Number: _____

In the event the above-described aircraft(s) is no longer stored in the hangar, Lessee shall notify the Bentonville Airport Manager, in writing, of the use of the hangar, and the description of

any subsequent aircraft stored in the hangar. In the event that Lessee uses the property for purposes other than aviation related uses, this lease shall terminate and Lessee shall return the premises to Lessor.

LEASE PAYMENT. Lessee shall pay to the City of Bentonville the annual rental of \$0.05 per square foot of total leased ground space. Leased ground space totals 1,112 square feet. Said rental is to be paid in advance in yearly installments on the 1 day of April, 2001, and a like payment the 1st day of each April (Year) during the lease term.

UTILITIES. Lessee shall be responsible for any electrical, gas or water service to the leasehold. The meter numbers and service provider are as follows:

Electrical: _____ Gas: _____

Water: _____

Lessor shall not be required to furnish to Lessee any facilities or services of any kind, such as, but not limited to, water, heat, gas or sanitary sewer, except electrical. Any such facilities or services required by Lessee for their use and purposes shall be their sole and exclusive responsibility and agree to hold Lessor harmless from any responsibility or liability therefore.

REPAIRS, MAINTENANCE AND APPEARANCE.

- (a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee acknowledges that Lessee shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. Lessor will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.
- (b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Commission or other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make all alterations, additions and improvements Lessee deems necessary and desirable to the interior of the leased premises without the prior consent of the Lessor. Lessee shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, except removable fixtures, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

INSURANCE. Lessee shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company acceptable to the Bentonville Airport Commission, naming the Bentonville Airport Commission as an additional insured on the policy, and provide proof of such insurance during the term of this lease.

Lessee acknowledges that it is the Lessee responsibility to maintain insurance on Lessee's personal property.

ASSIGNMENT. Lessee shall not be entitled to assign Lessee's interest in this Lease Agreement without first obtaining the written permission of the Bentonville Airport Commission.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Commission shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement this lease may be terminated by the commission at a regular meeting. The commission must give written notice by certified mail, return receipt requested. Upon such notice, Lessee agrees to vacate the premises immediately. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the Bentonville Airport Commission or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

TAXES. Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

IDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to his officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

GRAMMATICAL USAGE. Whenever used herein; The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR: LESSEE:

APPROVED:

BENTONVILLE AIRPORT COMMISSION

By: [Signature]

Chairman

Attest:

Secretary

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton)

BE IT REMEMBERED that on this 10th day of May, 2001 appeared before me, a Notary Public, [Signature], the Lessee in the above and foregoing Lease Agreement, and acknowledged that they signed the same for the purpose and consideration therein stated. WITNESS my hand and official seal this 10th day of May, 2001.

[Signature]
Notary Public

My Commission Expires _____

C. THOMAS HOLLIS
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 04-13-2008
BENTON COUNTY

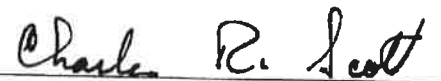
Assignment of Hangar Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this 17th day of May, 2005 between Daniel E. Shewmaker (the "Assignor") and Charles R. Scott (the "Assignee")

Effective 9 June, 2005, the Assignor assigns his Lease Agreement with the Bentonville Airport Commission dated March 26, 2001 (the "Assignment") to the Assignee.

The Assignee fully agrees to and accepts all terms and conditions of the Agreement and agrees to honor and adhere to these terms and conditions for the duration of the agreement.

By:  Date: 9 June 2005
Daniel E. Shewmaker

By:  Date: 6-9-05
Charles R. Scott

This Assignment is with the permission of the Bentonville Airport Advisory Board and is in accordance with the "Assignment" paragraph of the Agreement, attached.

By:  Date: 6/9/05
Terry Coberly
Mayor, City of Bentonville

Assignment of Ground Lease Agreement

This assignment of a certain Lease Agreement (the "Assignment") is made this ____ day of _____, 2020 between Charles R. Scott (the "Assignor") and Buffalo Investment Group, LLC.(the "Assignee").

The original lease is dated March 26, 2001, between the Bentonville Airport Commission as Lessor and Daniel E. Shewmaker as Lessee. Said lease document is attached hereto and made a part hereof by reference, as if set out word for word.

The original lease was thereafter assigned by Daniel E. Shewmaker to Charles R. Scott, by assignment agreement dated May 17, 2005, and signed by the parties and Mayor Terry Coberly on June 9, 2005, on behalf of the City of Bentonville as Successor in Interest as Lessor. A copy of the Assignment of Hangar Lease Agreement is attached hereto and made a part hereof by reference, as if set out word for word.

The Bentonville Airport Advisory Board unanimously approved said Assignment of Hangar Lease Agreement on or about June 21, 2005.

Effective the ____ day of _____, 2020, the Assignor, Charles R. Scott, hereby assigns to the Assignee, the subject Bentonville Municipal Airport Lease Agreement attached hereto, The Assignee fully accepts all terms and conditions of the Agreement and this Assignment. The Assignee agrees to honor and comply with the terms and conditions for the duration of the Agreement, and further agrees to honor and comply with all Bentonville Municipal Airport Rules and Regulations and FAA Advisory Circulars and mandates, as all may exist, be adopted and/or amended from time to time.

Assignor:

By: _____ Date: _____
Charles R. Scott

Assignee:

By: _____ Date: _____
Austin Albers, Member & Manager
Buffalo Investment Group, LLC

This assignment is with the recommendation of the Airport Advisory Board and the consent of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Lease Agreement, attached hereto.

By: _____ Date: _____
Stephanie Orman
Mayor, City of Bentonville

Attest: _____ Date: _____
Linda Spence
City Clerk

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Charles R. Scott, to me well known, who acknowledged himself to be the Lessee in the above and forgoing Lease Agreement, and Assignor in the above and foregoing Assignment, and that he, in such capacity, being so authorized, executed the forgoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2020

Notary Public

My Commission Expires:

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Austin Albers, to me well known, who acknowledged himself to be the Member and Manager of Buffalo Investment Group, LLC, an Arkansas limited liability company and the Assignee in the above and forgoing Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing his name of said limited liability company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2020

Notary Public

My Commission Expires:

**BENTONVILLE MUNICIPAL AIRPORT
LEASE AGREEMENT**

THIS LEASE AGREEMENT entered into this 26 day of March, 2001, between Bentonville Airport Commission, hereinafter referred to as "Lessor," and Daniel E. Shewmaker, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1100 square feet marked and identified as HANGAR 2 of the SOUTH T-HANGARS being described as follows:

A portion of the Southeast Quarter, of the Southwest Quarter, of Section 6, Township 19 North, Range 20 West, Benton County, Arkansas; more particularly described as follows:

Commencing at the Southeast Corner, of the Southeast Quarter, of the Southwest Quarter, of Section 6; thence North 80°02'49" West, a distance of 821.71 feet to the TRUE POINT of BEGINNING; thence North 89°36'08" West, a distance of 50.00 feet; thence North 00°23'52" East a distance of 200.00 feet, thence South 89°36'08" East, a distance of 50.00 feet; thence South 00°23'52" West a distance of 200.00 feet to the TRUE POINT of BEGINNING.

Containing 10,000 square feet or 0.230 acres, more or less.

The Basis of Bearings for this description is the centerline of the airport runway as shown on the Bentonville Airport Commission 1999 Improvement Plans, Sheet No. 4. Said bearing is taken to be North 00°23'52" East.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Airport.

TERM. This lease's term is for thirty-five (35) years beginning on the 1 day of April, 2001, and ending at Midnight, March 31, 2036, unless sooner terminated as herein provided.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease. Lessee shall pay all ad-valorem taxes and assessments, if any, upon the leased premises which are assessed during the lease term.

USE OF THE PREMISES. Lessee agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related purposes.

AIRCRAFT. The Lessee shall hangar the following aircraft in the hangar.

Make: Beach
Model: A-36
Year: 2000
Tail Number: N52296

Make: _____
Model: _____
Year: _____
Tail Number: _____

In the event the above-described aircraft(s) is no longer stored in the hangar, Lessee shall notify the Bentonville Airport Manager, in writing, of the use of the hangar, and the description of

any subsequent aircraft stored in the hangar. In the event that Lessee uses the property for purposes other than aviation related uses, this lease shall terminate and Lessee shall return the premises to Lessor.

LEASE PAYMENT. Lessee shall pay to the City of Bentonville the annual rental of \$0.05 per square foot of total leased ground space. Leased ground space totals 1,112 square feet. Said rental is to be paid in advance in yearly installments on the 1 day of April, 2001, and a like payment the 1st day of each April (Year) during the lease term.

UTILITIES. Lessee shall be responsible for any electrical, gas or water service to the leasehold. The meter numbers and service provider are as follows:

Electrical: _____ Gas: _____
Water: _____

Lessor shall not be required to furnish to Lessee any facilities or services of any kind, such as, but not limited to, water, heat, gas or sanitary sewer, except electrical. Any such facilities or services required by Lessee for their use and purposes shall be their sole and exclusive responsibility and agree to hold Lessor harmless from any responsibility or liability therefore.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee acknowledges that Lessee shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. Lessor will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Commission or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make all alterations, additions and improvements Lessee deems necessary and desirable to the interior of the leased premises without the prior consent of the Lessor. Lessee shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, except removable fixtures, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

INSURANCE. Lessee shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company acceptable to the Bentonville Airport Commission, naming the Bentonville Airport Commission as an additional insured on the policy, and provide proof of such insurance during the term of this lease.

Lessee acknowledges that it is the Lessee responsibility to maintain insurance on Lessee's personal property.

ASSIGNMENT. Lessee shall not be entitled to assign Lessee's interest in this Lease Agreement without first obtaining the written permission of the Bentonville Airport Commission.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Commission shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement this lease may be terminated by the commission at a regular meeting. The commission must give written notice by certified mail, return receipt requested. Upon such notice, Lessee agrees to vacate the premises immediately. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the Bentonville Airport Commission or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

TAXES. Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

IDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to his officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR: LESSEE:

APPROVED:

BENTONVILLE AIRPORT COMMISSION

By: John Ammons

Chairman

Attest:

Secretary

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton)

BE IT REMEMBERED that on this 10th day of May, 2001 appeared before me, a Notary Public, John Ammons, the Lessee in the above and foregoing Lease Agreement, and acknowledged that they signed the same for the purpose and consideration therein stated. WITNESS my hand and official seal this 10th day of May, 2001.

John Ammons
Notary Public

My Commission Expires _____

C. THOMAS HOLLIS
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 04-13-2008
BENTON COUNTY

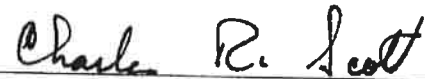
Assignment of Hangar Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this 17th day of May, 2005 between Daniel E. Shewmaker (the "Assignor") and Charles R. Scott (the "Assignee")

Effective 9 June, 2005, the Assignor assigns his Lease Agreement with the Bentonville Airport Commission dated March 26, 2001 (the "Assignment") to the Assignee.

The Assignee fully agrees to and accepts all terms and conditions of the Agreement and agrees to honor and adhere to these terms and conditions for the duration of the agreement.

By:  Date: 9 June 2005
Daniel E. Shewmaker

By:  Date: 6-9-05
Charles R. Scott

This Assignment is with the permission of the Bentonville Airport Advisory Board and is in accordance with the "Assignment" paragraph of the Agreement, attached.

By:  Date: 6/9/05
Terry Coberly
Mayor, City of Bentonville

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of January, 2020; with an effective date of July 1, 2020 the City of Bentonville, hereinafter referred to as "Lessor," and Mission Plaza, LLC, an Arkansas Limited Liability Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 17,250 square feet identified as:

See Legal Description attached as Exhibit A and/or as may be reflected in an appropriate Addendum.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises as set out in the attached Exhibit A (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on Exhibit A under a portion of a Building to be constructed on the Leased Premises and property adjacent to the Leased Premises owned by Lessee (Lessee Property). The Leased Premises is defined as the real property described on Exhibit A located underneath and including the hangar building located thereon, which Lessee proposes to erect.

1.1 ADDENDUM FOR CLARIFYING LEGAL DESCRIPTION AND CORRECTED SQUARE FOOTAGE. The parties hereto acknowledge as of the execution of this Lease Agreement that a specific meets and bounds legal description has not been obtained. The parties understand and recognize the general area which will be utilized to build the hangars. However, they further recognize that there is a high likelihood that this Lease Agreement shall need to be modified by an Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises. In that regard, the parties hereto agree that any Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises, may be done by written agreement between the Lessee and by the Mayor and attested to by the City Clerk on behalf of the Lessor, without bringing said Addendum before the City Council for additional approval.

2. TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. TERM.

3.1 This lease's term is for a term of thirty-seven (37) years beginning on the 1st day of February, 2020, and ending at Midnight, February 28, 2057, unless sooner terminated as herein provided. Lessee.

3.2 The Lessee shall be entitled to first right of refusal to renew said lease upon expiration. Said rental rate and terms shall be based on the then present day valuation of the property at the best most valuable appraisal in favor of the Bentonville Municipal Airport for the then present best use analysis.

4. LEASE PAYMENT. Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$1.00 per square foot. Leased ground space totals seventeen thousand two hundred and fifty square feet (subject to addendum as set forth above and as may be needed once specific plans are completed). Said rental is to be paid in advance in yearly installments on the 1st business day of each year. The initial calendar year of the lease will be less than 12 months and the Lessee shall pay a pro-rata payment to cover the first partial year at the time of signing this lease. The parties agree that the first year pro-rata payment shall be based on an effective rental payment of April 1, 2020 through December 31, 2020, and shall be for nine (9) months. However, said amount shall be due and payable upon the final execution of this Lease. Beginning

January 1, 2030, and for each subsequent year thereafter, the rent shall be increased annually in accordance with positive changes in the Consumer Price Index (CPI) published each April as compared to the previous April, provided, however, that no single annual increase shall exceed two percent (2%). Additionally, in no way shall the rent decrease from year to year, unless specifically by way of written amendment to this Lease Agreement. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES. Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee acknowledges that it is anticipated that the ad valorem taxes and assessments will come in the name of the City of Bentonville, or some City entity such as the Bentonville Municipal Airport. That from time to time the Leased Property and improvements thereon may be reassessed and the taxes and special assessments associated with the Lease Property may increase or decrease accordingly. The Lessee is aware that certain procedures/laws/ordinances are in place whereby the taxpayer may appeal an assessment or reassessment. Lessee understands and agrees that the Lessor is under no duty to give notice to Lessee of such action nor to protect Lessee in anyway associated with such assessment or reassessment, that the burden is fully on the Lessee to make itself aware of all matters associated therewith and to protect itself as may be necessary from time to time. Accordingly, Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Lessor, which such approval cannot be unreasonably withheld.

5. INSURANCE. Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvements thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the term of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. USE OF THE LEASED PREMISES.

6.1 The development and/or use of any Leased Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards and any future amendments or additions thereto, if any. Lessee agrees that all uses of the Leased Premises must be approved by the Lessor and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

6.2 The Lessee, within four (4) months of the date of execution of this Lease Agreement by Lessor ("Effective Date"), shall submit to City Staff or the Airport Advisory Board a conceptual plan with elevations of the proposed building project. Said conceptual plan shall include a minimum of a hangar building in the approximate size of 12,750 square feet +/- 10%. Additionally, no later than six (6) months from the Effective Date, the Lessee shall submit conceptual plans of sufficient nature as is required by the City of Bentonville planning department.

No later than twelve (12) months from the Effective Date, the Lessee shall utilize all reasonable and best efforts to commence the construction process and begin the site preparation and construction of the required hangar building as set forth herein. Lessee further agrees to use due diligence to complete the construction on all phases of the improvements thereon.

6.3 THIS SECTION INTENTIONALLY LEFT BLANK.

6.4 Activity on Leased Premises. Lessee agrees to not conduct or permit to be conducted any activity on the Leased Premises which would interfere with or be a hazard to flight of aircraft either to or from the Airport, or interfere with the ground movement of aircraft at the Airport, or interfere with air navigation and communication facilities serving the Airport. Lessee agrees that no structure will be erected or natural objects created on the Leased Premises which would constitute a hazard to air navigation.

6.5 Mechanic's or Materialmen 's Liens. The Lessee agrees that during the Term of this Lease no mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such lien does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee payable within thirty (30) days, but in no way shall said payment exceed that date that the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

6.6 THIS SECTION INTENTIONALLY LEFT BLANK.

6.7 UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

6.8 REPAIRS MAINTENANCE AND APPEARANCE.

- (a) Except as otherwise provided in this Lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its improvements, equipment and appurtenances, both inside and outside, structural and nonstructural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.
- (b) The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board and other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing

authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the Leased Premises as required.

- (d) Section 6.8 shall be in addition to and be deemed to be interpreted in such a manner so as to be in the best interest of the Lessor.

6.9 ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of Paragraph 9, the DEFAULT paragraph below.

7. WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

8. TIME OF THE ESSENCE. It is understood that time is of the essence of this lease agreement.

9. DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

9.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the Leased Premises and improvements thereon who are known to the Lessor.

9.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after mailing of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the Lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period may be extended to allow Lessee reasonable opportunity to do so.

9.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

9.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null, and void. Upon such notice, subject to the provisions of paragraph 9.5 below, Lessee agrees to vacate the Leased Premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement, the Leased Premises property and all improvements thereon. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the Leased Premises, Lessee agrees to pay a reasonable attorney's fee, court costs and any and all costs of litigation including but not limited to costs of depositions, exhibits, witness fees and all other reasonable expenses incurred by the Lessor.

9.5 Unless mutually agreed otherwise, in the event of a termination of this lease pursuant to a default (or other events described in the lease) Lessee shall comply as follows: Lessee shall relinquish the Leased

Premises and improvements thereon to Lessor such that Lessor shall become the owner of the entire Building and Lessee's Property.

10. REVERSION. It is covenanted and agreed that all of Lessee's right, title and interest in any buildings and improvements remaining on the Leased Premises at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of Lessor. Until such expiration or termination of this Lease, all right, title and interest in any buildings and improvements on the Leased Premises shall reside in Lessee; provided, however, that during the Term of this Lease for purposes of Paragraphs 5, 10, 10.1, 11, and condemnation awards, Lessor shall be deemed to have at the applicable time an undivided residual interest in the fair market value of any buildings and improvements on the Leased Premises equal to the sum of one-thirty-seventh (1/37) of the fair market value for each year of the Term of the Lease, but this provision shall in no way affect Lessee's or any mortgagee's rights to receive any proceeds or other consideration on the sale, sublease or other transfer of the Leased Premises .

10.1 Use of Insurance Proceeds. In the event of damage or destruction to the Leased Premises or improvements thereon by fire or other insured casualty or otherwise, proceeds from such insurance, subject to the prior rights of mortgagees and/or other security holders, if any, shall be used toward restoring the Leased Premises and improvements thereto, but if Lessee does not rebuild in the event of substantial damage or destruction, to pay the Lessor sufficient sums as to make Lessor whole pursuant to the Lessor's undivided accrued residual interest in the fair market value of any buildings and/or improvements so damaged or destructed. unless Lessor and Lessee mutually agree to some other use or distribution of the proceeds.

11. TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assigns may purchase the remaining leasehold interest from Lessee at fair market value or as may otherwise be agreed upon by the parties at that time.

12. MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the Leased Premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and improvements erected thereon.

12.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor of any indebtedness secured by this Lease, mortgagee or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

13. GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to, all rules and requirements of the FAA. Lessee agrees to observe and obey any and all reasonable uniformly applied rules and regulations adopted by Lessor with respect to use of the Airport, and all applicable federal, state and local governmental rules, regulations, advisory circulars and opinions.

14. INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the Leased Premises, or for any damage to any property of Lessee or of any other occupant of any part of the Leased Premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the Leased Premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees and all litigation costs of the action.

15. NOTICES. Whenever by the terms of this Lease, notice shall or may be given either 10 the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail. re(urn receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville, Attn: Mayor
117 West Central
Bentonville, AR 72712

With a Copy To:

City of Bentonville, Attn: Staff Attorney
117 West Central
Bentonville, AR 72712

If intended for the Lessee, addressed to:

Or to such address or addresses as may from time to time hereafter be designated by like notice from either party to the other. The time of giving of such notice when sent by U.S. mail shall be deemed to be the time when the same is received or delivery refused as shown by the return receipt.

16. GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

17. ENTIRE AGREEMENT. Unless modified or supplemented in writing and signed by the party or parties to be charged, this lease constitutes the entire agreement between the parties. Except as aforesaid, any other understandings, agreements or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

18. JURISDICTION AND VENUE. Jurisdiction and Venue for any and all litigation concerning this lease agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

LESSOR: CITY OF BENTONVILLE,

ATTEST:

Linda Spence, City Clerk

BENTONVILLE AIRPORT ADVISORY BOARD

Chairman, Richard Ham

By: _____
Printed Name: _____
Title: _____

State of Arkansas)
) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of January, 2020.

My Commission Expires:

State of Arkansas)
) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of January, 2020.

My Commission Expires:

Project Task	Runway Rehabilitation (ADA 80-20 Grant)						
	East Taxiway Extension (South) (FAA Grant)						
	East Taxiway Extension & Runway 18 Turnaround (North) (Private Funding)						
	Access Tunnel (Private Funding)						
	Game Composites Hangar Facility (Private Funding)						
	Game Composites Maintenance Facility (Private Funding)						
	East Hangar Construction (Private Funding)						
Site Investigations						2/7/2020	
Conceptual Meeting w/ City						2/14/2020	
Preliminary Design		2/15/2020				3/19/2020	
Preliminary Design Review		3/1/2020				3/30/2020	
Final Design		4/30/2020				4/20/2020	2/18/2020
Final Design Review		5/15/2020				5/5/2020	3/2/2020
Bidding		5/30/2020				N/A	N/A
Grant Award		6/15/2020				N/A	N/A
Construction Contract		8/1/2020				N/A	N/A
Preconstruction		9/1/2020				6/4/2020	4/2/2020
Construction Start		10/1/2020	TBD			6/15/2020	4/15/2020
Construction Complete	TBD	1/29/2021	TBD			11/12/2020	9/12/2020
Grant Closeout	2/29/2020	3/30/2021	N/A			N/A	N/A

