



Bentonville Municipal Airport
Advisory Board Meeting
Tuesday, June 4, 2020, at 1:00 pm
Virtual Webinar via Zoom

MINUTES

Call to Order & Pledge of Allegiance – Dr. Richard Ham, Chairman

Dr. Ham opened the Zoom meeting of the Airport Advisory Board with the Pledge of Allegiance.

Members Present: Richard Ham, Rick Simmons, Mike Frost, Lisa Kelley, Dennis Cherry, and Aubrey Patterson. Others present were Chuck Chadwick, Dennis Birge, Dan Weese, Chris Maestri, Michael Ames, Martin Smith, and Chad Cox.

Old Business

1. Approval of Minutes from May 14, 2020

Motion: Richard Simmons and Dennis Cherry made a Motion and second to approve the Minutes from the May 14, 2020, meeting of the Airport Authority Board. Motion approved.

2. Update on Maverick and Geese at the Airport – *Robin Fields/Dennis Birge/Dan Weese*

Dan Weese reported that he had just seen some pictures of Maverick in action and that he seems to be doing a good job with the geese. They did have some contact with the crews working at the lake at the north end of the runway who said the geese had been eating some of what they had planted. They asked for some added attention to this area. Also, Dan had talked with Robin Fields recently. Robin said he had been gone for a week, and when he had gotten back, there seemed to be an uptake in geese activity. However, there is the belief that the longer that Maverick is there, the geese will be more aware that he is around and will be there less frequently. Dan also mentioned that not letting the geese nest here will mean they will not be here as often, so taking that precaution will help.

3. Update of any Hangar Project(s) – Charles Chadwick

Michael Ames reports there are four hangar projects that have been in limbo. Three of those are still on pause, but they are moving forward with the design phase of the Game Composites Shop. They are not starting construction yet, but are working on the design.

Mr. Chadwick said to Michael Ames that the area in which they intend to build this shop is not contained in the Game Composites Shop area that is controlled by the letter agreement of the Through the Fence Agreement. We need to make sure that everyone is aware that that matter still has to be negotiated and some decisions made about it. Mr. Chadwick said that they have reached an agreement on the other hangar complex through Game Composite, but there has not been any communication with him from Michael Ames' side about how they are going to handle the Through the Fence on the Game Composites Shop. Michael Ames said that was correct. Mr. Chadwick wants to make sure that he mentions that today at the Airport Authority Board meeting that this still has to be resolved. Michael Ames said that he understands this. He said he will get with Bethany and Mr. Chadwick and they will get this ironed out.

4. Ideas to Improve Hangar Access for Public Use; Recommendations for long-term Planning or Recruitment/Investment (Recurring Item)

Mr. Chadwick asked Dennis Birge about the dirt that is to be moved. Dennis said that he has seen some activity, but he does not know if it is from the person who is supposed to move it, or from the people building the hangar. Dan Weese said that he had Peter Farmer checking on this, and it is still the same story....every time they get ready to work on it, it rains. Mr. Chadwick asked Dan Weese if he could tell them that if they are not going to get the whole area of dirt moved, could they just move sufficient dirt just south of the existing two hangars, and maybe where the third hangar is going, prior to the October contract expiration date. That would certainly make us more willing to work with them if they want additional work from there. There was a question regarding going ahead and trying to contact other people who might be interested in the dirt in case the present person did not work out. Mr. Chadwick said he was not opposed to doing that and he would take that as a suggestion and he would do that.

Dr. Ham opened up the floor to board members for questions, comments, or ideas for hangar access, and then wants the board members to set up a sub-committee to see this.

There was discussion about benefits to the city and to the public for the storage of aircraft at the airport, and for people building private hangars. Having incentives was discussed. Multiple storage facilities was mentioned. Lisa Kelley talked with several people and they want details before moving forward with anything. Mr. Chadwick encourages this and would love to talk to them about it. Dr. Ham asked Lisa Kelley if she would work with Mr. Chadwick on a potential package of incentives, etc. that could be given to people who have questions about this. She said she would do that. Lisa Kelley asked Mike Frost to help her understand some things about taxes, etc. in this, too. He said he would do that.

New Business

1. Engineering and Construction, *Adam White, Garver Engineers* *A. Update on Current Projects*

Chris Maestri appeared for Adam White to give an update on current projects.

SE TAXIWAY AND “B” PROJECTS:

We opened bids in the middle of May. They came back and the low bid came back at about our engineering estimate. However, the estimate did not quite fit with FAA funding. We talked last month about reducing the scope of the work, and we decided to get rid of the edge lighting for this project at this time. However, we included some taxiway centerline reflectors. We sent both of these changes to the FAA and they said to go ahead with taking out the edge lighting and going with centerline reflectors. However, they recommended that we do not show these in our scope for this project. Glass beads are included in this project also. Our next step is to get a grant application ready and sent over to the city for review, get it on the City Council for the June meeting, get it approved, and sent out to the FAA.

Mr. Chadwick said he would like the Board to approve the new and amended terms that Chris talked about and the FAA has approved.

Motion: Dennis moved that we accept this package as submitted, along with the FAA approval to submit to the City. Lisa Kelley gave a second. Motion approved.

EAST TAXIWAY EXTENSION AND RUNWAY 18 TURNAROUND.

We have construction ending at the end of this month. We have gotten approval from the city and the FAA for the additional 27 feet extension to the north end of the runway. The contractor began work yesterday.

PEDESTRIAN TUNNEL PROJECT:

We are still waiting on official FAA approval.

GAME COMPOSITES HANGAR FACILITY:

This private project is still on hold.

GAME COMPOSITES SHOP FACILITY:

This project is now off hold and the design has begun. Preliminary has the final design being complete by late September or early October. Potential construction to start late fall or early winter.

EAST HANGAR CONSTRUCTION:

This project are still on hold.

2. Update on Site Plan for the Trail and Boardwalk at Osage Park SE Woodland Trail
Martin Smith/Brahm Driver – EDG

Martin Smith appeared to give an update on the site plan for the Trail and Boardwalk at Osage Park SE Woodland Trail. He had drawings that he showed on screen to show how everything ties together. He

opened the matter up for discussion. Chris mentioned that the boardwalk is 10 feet wide with a bumper rail. Mr. Chadwick suggested bi-lingual signage in the area. Chris will bring that up with his people. Mr. Chadwick gave appreciation to Chris for all the work he has done.

3. City of Bentonville, *Charles Chadwick, Airport Manager*

Mr. Chadwick sent an email out to the AAB last Tuesday, June 2, 2020, late in the afternoon, regarding CPS Ventures, LLC. He said he intends to make that email a part of the Minutes and to make the First Amendment to the Land Lease a part of the minutes. The original deadline for CPS to terminate the Lease Agreement without further penalty is October 1, 2020. Mr. Chadwick prepared a proposed First Amendment to Land Lease Agreement which would extend the “decision date” until January 1, 2021. For that, they will pay another amount in rent that would be pro-rata equal to the first amount of rent that they pay. They paid \$4,000.00 for the first six months. They would be paying \$2000.00 more for an additional 3 months before they get to the forfeiture time.

Lisa Kelley asked, on 3.2, is there a way to clarify that there is a forfeiture of the \$2,000.00 if they do not go through with this? Mr. Chadwick said he agreed with this, and will add this.

Motion: Lisa Kelley made the motion to approve the First Amendment to Land Lease Agreement with the amendments regarding the forfeiture of the \$2000.00 on Paragraph 2 of the First Amendment. Dennis Cherry gave a second. Motion approved.

Mr. Chadwick told that what we originally had as the Tar & Dok hangar has been transferred through the Board’s approval, and approval of City Council, to a company that Chris Townsley and his family owns called Effectual Assets, LLC. There was some disputes between Tar & Dok owners and Chris Townsley’s company’s owners which resulted in a lawsuit being filed between them. It did not involve the city, but did involve our property. That matter got settled at mediation. There was a closing that occurred on Chris Townsley’s part and we got all the documentation necessary from our standpoint submitted so they could do their closing. By this afternoon, that should all be closed and the matter should be taken care of. You should now see that hangar being all about Effectual Assets, LLC, and Chris Townsley and his family business. It is good to have that resolved.

4. Summit Aviation/FBO/Turf Runway/Tailwind – *Chad Cox, Summit Aviation/FBO* *A. Updates on FBO, Flight School, and OZI Flying Club*

Will Gunselman stood in for Chad Cox and gave an update. He said thank you for the safety markings that the City did at the north gate. People are stopping, so it is working. He also gave kudos to Robin and Maverick. Will said the flight school is bustling. They are averaging about 30 flights a day. They are seeing an uptake in transient traffic. The fuel numbers for May of 2019 was 14,788 gallons. In May of 2020, it was 14,700 gallons, so it was not a huge drop. We are still taking precautions against Covid-19. The Flying Club is still growing, taking in three (3) new members since our last report. There is a lot of good things going on.

Mr. Chadwick asked Dr. Ham if, regarding the amendment to the First Amendment to the Land Lease Agreement above, he could submit the unamended document, and then the amended one, to the minutes so that they would be part of their record. Dr. Ham said that should be fine. Mr. Chadwick said he will submit the one that we did initially, and then he will attach to it the one that’s actually going forward also. Dr. Ham said okay.

Other Business

1. Schedule July, 2020, AAB Meeting

Proposed Meeting Day: Thursday, July 2, @ 1:00 pm

There was some discussion about keeping with a Zoom meeting or having the meeting elsewhere. Dennis Birge indicated that some committees were starting to meet at the Community Center. Dennis said he will reach out and try to get us a meeting room at the Community Center, and then as we get closer to that date, we can decide how and where we want to meet.

Mr. Chadwick mentioned that July 2nd would be our next meeting date, and that City Hall would close on the 3rd, and Saturday was the 4th. The deadline for agenda items for the next City Council meeting would be the 2nd at Noon, which is an hour before when this meeting normally occurs. We would not meet the deadline. We might want to meet on the 9th instead of the 2nd, but would leave that up to the Board.

The Board discussed and decided to meet on Thursday, July 2, 2020, at 1:00 pm.

2. Motion to Adjourn

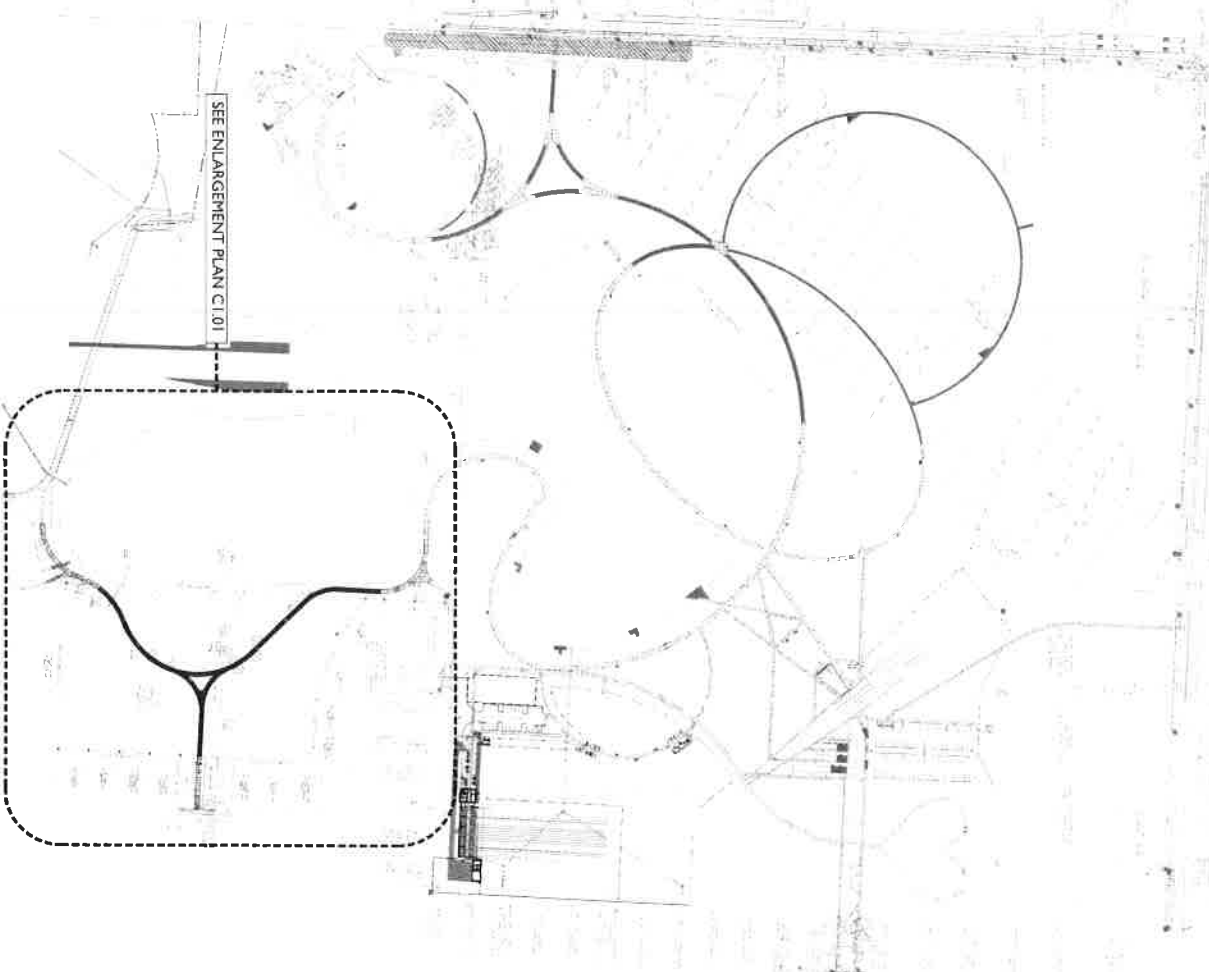
Motion: Dennis Cherry and Mike Frost made a motion to adjourn. Motion carried.

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GENERAL NOTES

1. EXISTING SURFACE DATA WAS OBTAINED FROM A TOPOGRAPHIC & BOUNDARY SURVEY CONDUCTED BY T. J. SMITH, L.S. 1133, BENTONVILLE, AR 72717. THE CORNER MARKS OF BENTONVILLE, ARKANSAS STATE, STATE COORDINATE SYSTEM NORTH ZONE, BASED ON THE 1983 DATUM, ARE SHOWN.
2. ELEVATIONS ARE BASED UPON THE BENCHMARK OF THE STATE OF ARKANSAS, BENTONVILLE, ARKANSAS, 1133.34.
3. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL REGULATIONS, AND CODES, AS WELL AS OTHER STANDARDS SET BY THE ARKANSAS DEPARTMENT OF TRANSPORTATION.
4. THE APPROXIMATE LOCATION OF EXISTING UTILITIES & UNDERGROUND STRUCTURES AS SHOWN HEREON ARE BASED ON RECORD DRAWINGS, FIELD SURVEY, & RECONSTRUCTION. EXISTING UTILITIES & UNDERGROUND STRUCTURES, AS SHOWN HEREON, ARE NOT TO BE MOVED OR DELETED. ANY DELETION OF EXISTING UTILITIES & UNDERGROUND STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES & UNDERGROUND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES & UNDERGROUND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES & UNDERGROUND STRUCTURES.
5. ALL WORK PERFORMED WITHIN THE RIGHT OF WAY SHALL BE COORDINATED WITH THE CITY OF BENTONVILLE, ENGINEERING DEPARTMENT AND TRAFFIC DEPARTMENT.
6. ALL STREET LIGHTS, WALLS, EXISTING STRUCTURES, FENCE, ETC. THAT ARE DISTURBED SHALL BE RESTORED TO THEIR ORIGINAL OR BETTER CONDITION USING THE SAME MATERIALS AND METHODS AS THE ORIGINAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES & UNDERGROUND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES & UNDERGROUND STRUCTURES.
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1 OVERALL SITE PLAN



OSAGE PARK - Southeast Trail
Bentonville, Arkansas

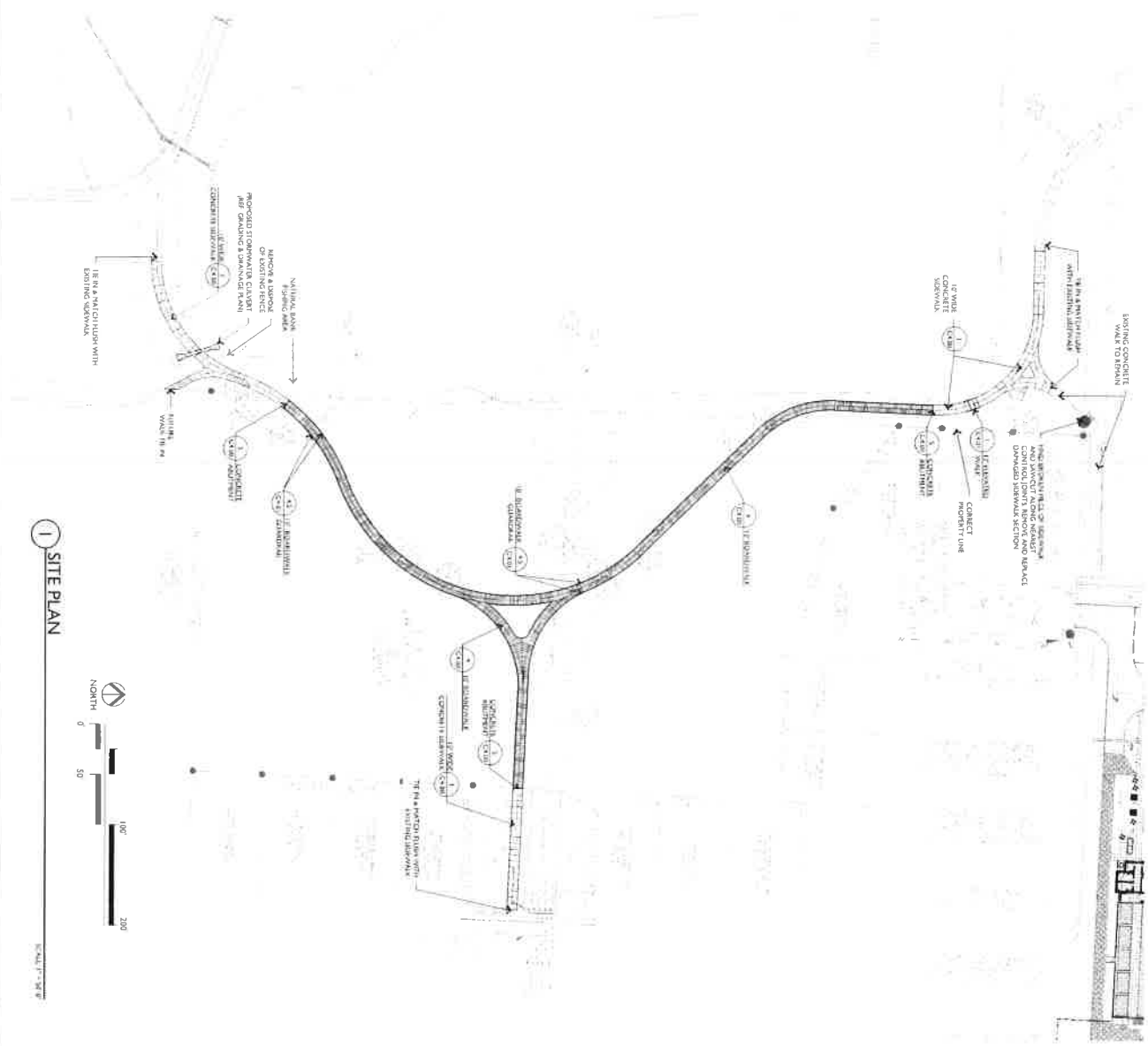
Project No.	1025
Client/Owner	City of Bentonville
Project Name	Overall Site Plan
Scale	1" = 100'
Sheet No.	C1.00

ED | G
Economic Design Group, Inc.
1000 N. 10th Street
Bentonville, AR 72717
Phone: 479-271-1000
Fax: 479-271-1001
www.edginc.com

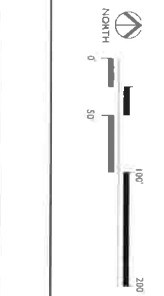
811
Bentley Systems
Civil Station 2010

GENERAL NOTES

1. EXISTING SURVEY DATA WAS OBTAINED FROM A TOPOGRAPHIC & BOUNDARY SURVEY PERFORMED BY ROBERT J. HARRIS, INC. IN 2013. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ARKANSAS SURVEYING BOARD'S STANDARDS AND PRACTICES. THE SURVEY DATA IS BASED UPON NATIONAL STATE PLANE, ARKANSAS NORTH-HEAST COORDINATE SYSTEM.
2. ELEVATION AND BOUNDARY DATA SHALL BE CORRELATED TO THE CITY OF BENTONVILLE, ARKANSAS, NORTH-HEAST COORDINATE SYSTEM.
3. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE, ARKANSAS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION, AND THE ARKANSAS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION.
4. THE APPROXIMATE LOCATION OF EXISTING UTILITIES IS INDICATED BY DASHED LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
6. ALL WORK PERFORMED WITHIN THE RIGHT-OF-WAY SHALL BE COMPLETED WITHIN THE CITY OF BENTONVILLE, ARKANSAS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION, AND THE ARKANSAS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION.
7. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE CITY OF BENTONVILLE, ARKANSAS, ENGINEERING DEPARTMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SHALL BE RESPONSIBLE FOR RESTORING THE AREA TO ITS ORIGINAL CONDITION AFTER COMPLETION OF THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
11. EXISTING FACILITIES AND UTILITIES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
12. SLOPES AND GRADES SHOWN ARE IN FEET PER HUNDRED FEET UNLESS OTHERWISE NOTED.
13. ALL EXISTING AND NEW UTILITIES ARE INDICATED BY DASHED LINES ON THE PLANS.
14. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
16. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE CITY OF BENTONVILLE, ARKANSAS, ENGINEERING DEPARTMENT.
17. ALL NEW LIGHTING IS REQUIRED TO BE "CUT-OFF" OR "BUSH" WITH A V-RATING OF 9 AND APPROVED BY THE CITY OF BENTONVILLE, ARKANSAS, ENGINEERING DEPARTMENT.
18. ALL NEW LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BENTONVILLE, ARKANSAS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION, AND THE ARKANSAS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2013 EDITION.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND COORDINATING WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.



1 SITE PLAN



PROJECT	2025
CONSULTANT	OSAGE PARK
DATE	5/14/25
BY	SM
CHECKED BY	SM
DATE	5/14/25

OSAGE PARK - Southeast Trail
Bentonville, Arkansas



E | D | G
Engineering & Design Group, Inc.
P.O. Box 1000
Bentonville, Arkansas 72716
Phone: 479.271.1000
Fax: 479.271.1001
www.edginc.com

Beverly Shepherd

From: Charles Chadwick
Sent: Tuesday, June 02, 2020 5:24 PM
To: Beverly Shepherd; Aubrey Patterson; Dennis Birge; Dennis Cherry; Lisa Kelley (Lisa@ArkansasAtty.com); Mike Frost (mike@mach-1financial.com); Richard Ham ; Rick Simmons; Tracy Billings
Subject: Proposed First Amendment to Land Lease Agreement; CPS Ventures, LLC
Attachments: CPS Ventures LLC Amendment to Lease Agreement.6.2.2020.pdf; 03-24-20 CPS Ventures LLC LEASE FINAL.pdf

All,

I have been in discussion/negotiations with Stuart Collier of CPS Ventures, LLC. You may recall that CPS is the Tenant in the Lease Agreement that is on the West side of the airport just south of the Fieldhouse.

Stuart contacted me a couple of weeks ago concerned with the effects of COVID-19 upon him getting the project off the ground as quickly as he originally intended. As you may recall, this matter gained final approval by the City Council at its meeting on March 24, 2020. That meeting was also the beginning of the City Council "Zoom" meetings and the closing of City offices. I don't think I need to explain the COVID-19 situation any more other than to say our Airport has been granted a \$69,000.00 CARES ACT grant to help with our airport which inevitably should help our tenants and users.

Stuart's concerns do not fall on deaf ears. He wants to go full steam ahead on this project. But feels like he needs additional time to buffer the economic effects of COVID-19. The original Lease document gave CPS until October 1, 2020, to terminate the Lease Agreement without further penalty. I have prepared a proposed First Amendment to Land Lease Agreement. I attach it with this email. The Amendment is straight forward. It extends the "decision date" until December 31, 2020. It also extends certain dates for plan submission and construction by three (3) months. I attach a copy of the original lease also in case you wish to review and compare, prior to the AAB meeting.

As consideration of the Amendment, Stuart, on behalf of CPS Ventures, LLC will pay an additional \$2,000.00 for a total of \$6,000.00 to the City of Bentonville Municipal Airport.

This request is not unprecedented. I have previously submitted a First Amendment of Lease on behalf of the VBT, LLC for a hangar project on the east side. This Amendment was part of an overall deal whereby BBT Investments, LLC assigned its interest in the Lease to VBT, LLC. In that First Amendment to Lease Agreement, the Lessee was granted extensions on obligations it had under the lease. That was prior to COVID-19. The AAB approved it and City Council approved it and that Amendment went into effect and allowed the new project to proceed.

I have discussed this with Dennis Birge and he approves of the Amendment.

(As a side note, I recognize the confusion in the margin and indentions on the PDF document. You may note the time of this email and recognize that Beverly has left. I expect she can correct it tomorrow. ☺)

With all best regards,

Chuck Chadwick
Airport Manager
City of Bentonville
3200 SW Municipal Drive

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (“**Amendment**”) is made and entered into effective as of July 1, 2020, by and between the **CITY OF BENTONVILLE** (“**Lessor**”), and **CPS VENTURES, LLC**, an Arkansas limited liability company (the “**Lessee**”), amending the Bentonville Municipal Airport Land Lease Agreement between them dated March 24, 2020 (with an effective date of April 1, 2020) (the “**Lease**”).

WHEREAS, Lessor and Lessee are agreeable to amending the Lease so that it reflects and allows for at least part of the economic downturn resulting from COVID-19. Lessee requested and Lessor hereby agrees and consents to amending certain time periods specified in Paragraphs 3.2, 4 and 6.2 of the Lease refer to and run from the dates contained in this Amendment rather than the dates as set forth in the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises and the payment set forth below, the parties agree as follows:

1. Effective as of the date hereof, the following amendments are made to the Lease:
 - a. Paragraph 3.2 be amended so that its date of October 1, 2020 be amended to read “January 1, 2021”.
 - b. Paragraph 4 be amended so that its date period of April 1, 2020 through September 30, 2020” be amended to read “April 1, 2020 through December 31, 2020”.
 - c. Paragraph 4 be further amended to delete that portion of Paragraph 4 as follows: “The remaining portion of the initial calendar year of the lease will be for three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020”.
 - d. Paragraph 6.2 be amended so that the said paragraph be amended to read:

“The Lessee, within eleven (11) months of the Effective Date, shall submit 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 thirteen (13) 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 fifteen (15) 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.”

In consideration of these changes, Lessee agrees to pay Two Thousand Dollars (\$2,000.00) to the City of Bentonville, within ten (10) calendar days of the City Council's approval of this First Amendment to Lease. Said \$2,000.00 payment is in addition to the \$4,000.00 Initial Lease Payment as set forth in Paragraph number 4 of the Lease Agreement.

2. All of the terms, covenants and conditions of the Lease as amended shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.
3. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR:

CITY OF BENTONVILLE

By: _____
Stephanie Orman, Mayor

Attest: _____
Linda Spence, City Clerk

LESSEE:

CPS INVESTMENTS, LLC

Signature: _____
Printed Name: Stuart Collier,
Title: Managing Member

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Richard Ham, Chairman

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 - a. Paragraph 3.2 be amended so that its date of October 1, 2020 be amended to read “January 1, 2021”.
 - b. Paragraph 4 be amended so that its date period of April 1, 2020 through September 30, 2020” be amended to read “April 1, 2020 through December 31, 2020”.
 - c. Paragraph 4 be further amended to delete that portion of Paragraph 4 as follows: “The remaining portion of the initial calendar year of the lease will be for three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020”.
 - d. Paragraph 6.2 be amended so that the said paragraph be amended to read:

“The Lessee, within eleven (11) months of the 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 thirteen (13) 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 fifteen (15) 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.”

2. In consideration of these changes, Lessee agrees to pay Two Thousand Dollars (\$2,000.00) to the City of Bentonville, within ten (10) calendar days of the City Council's approval of this First Amendment to Lease. Said \$2,000.00 payment is in addition to the \$4,000.00 Initial Lease Payment as set forth in Paragraph number 4 of the Lease Agreement. The forfeiture terms applicable to the "Initial Lease Payment" set forth in paragraph 3.2 of the Lease shall also apply to this additional \$2,000.00 payment.
3. All of the terms, covenants and conditions of the Lease as amended shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.
4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR:
CITY OF BENTONVILLE

By: _____
Stephanie Orman, Mayor

Attest:

Linda Spence, City Clerk

LESSEE:
CPS INVESTMENTS, LLC

Signature: _____
Printed Name: Stuart Collier,
Title: Managing Member

APPROVED:
BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Richard Ham, Chairman

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 24th day of March, 2020, with an Effective Date of April 1, 2020 the City of Bentonville, hereinafter referred to as "Lessor," and CPS VENTURES, LLC, an Arkansas Limited Liability Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 12,750 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" reflected in 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 Building. 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 April, 2020, and ending at Midnight, March 31, 2057, unless sooner terminated as herein provided.

3.2 In consideration of payment of the Initial Lease Payment set forth below in Paragraph numbered 4, in the amount of Four Thousand Dollar (\$4,000.00), Lessee shall be entitled to terminate this Lease Agreement any time prior to October 1, 2020, without penalty, but for the forfeiture of the Initial Lease Payment set forth in Paragraph numbered 4, below. Said termination, pursuant to this paragraph, shall be in writing and shall be sent as set out in paragraph 15 below, AND via email to the Airport Manager (cchadwick@bentonvillear.com) with a copy of said email to the Bentonville City Staff Attorney (cthompson@bentonvillear.com)

3.3 No later than sixty (60) days prior to the expiration of this Lease Agreement, 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 and improvements thereon, 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 an Initial Lease Payment in the amount of Four Thousand Dollars (\$4,000.00), within ten (10) calendar days of the City Council's approval of this lease. Said rental payment shall be for a six (6) month period beginning April 1, 2020 through September 30, 2020. Thereafter, during the remaining term of this Lease, 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 (12,750) twelve thousand seven 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 FIRST business day of each year. The remaining portion of the initial calendar year of the lease will be for three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020. Beginning January 1, 2035, 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 coming 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 decreased 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 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 eight (8) months of the 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 ten (10) 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 that 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 betterments. 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 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 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 improvements.

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 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 to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return 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 previously mentioned, 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 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.

APPROVED: BENTONVILLE AIRPORT ADVISORY BOARD

By: _____

Chairman, Richard Ham

LESSOR: CITY OF BENTONVILLE,

By: _____

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk

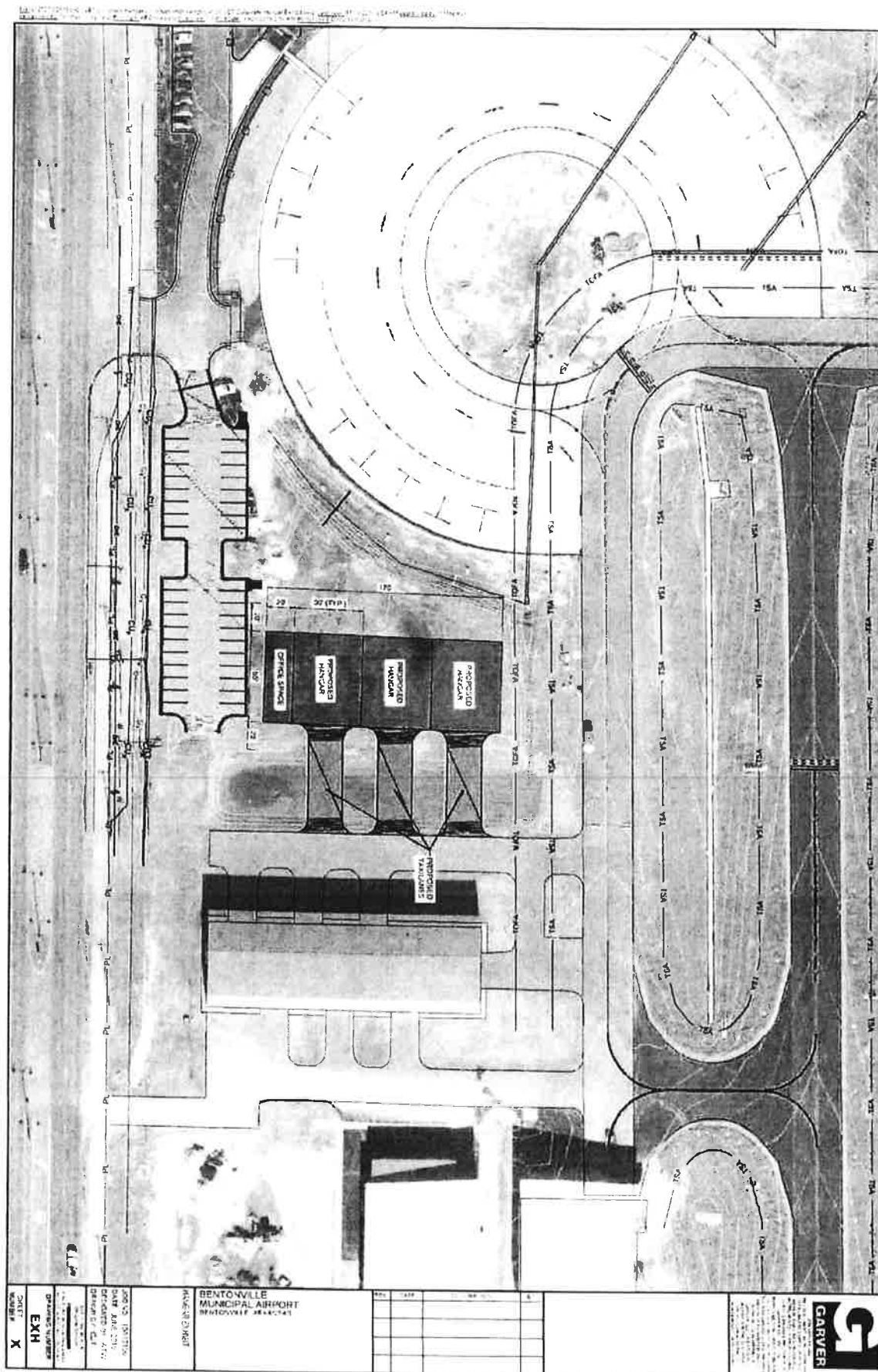


Exhibit "A"