

ZOLPER - ROBERTSON & ASSOCIATES, P.A.

ATTORNEYS AT LAW

1 Huntington Building • Suite A • 100 East Huntington
Jonesboro, Arkansas 72401

DENNIS ZOLPER
JEANNETTE A. ROBERTSON

935-7090
932-6606
935-9221

December 8, 1988

Mr. Marcus L. Williams
Contracting Officer
Department of Transportation
Federal Aviation Administration
Real Estate Branch
Fort Worth, TX 76193-0056

Our file no.: 01217
Subject: Supplemental Agreement No. 1
Lease No. DTFA07-84-L-01034
AFSS Building, Jonesboro, Craighead County, Arkansas

Dear Mr. Williams:

Enclosed is an original and two copies of the Supplemental Agreement No. 1 which have been properly executed. Please forward the check for November and December rent to City of Jonesboro, ATTN: Mr. Herbert Davis, City Hall, Jonesboro, AR 72401. Thank you very much for your assistance in this matter.

Sincerely,

ZOLPER - ROBERTSON & ASSOCIATES, P.A.

Original Signed By:
DENNIS ZOLPER

Dennis Zolper
Attorney at Law

DZ:mm

Enclosures

cc: Mayor Hubert Brodell
Mr. Phillip Steed, Jonesboro Municipal Airport Commission

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHWEST REGION
FORT WORTH, TEXAS 76193-0056

Lease No. DTFA07-84-L-01034
Automated Flight Service Station (AFSS)
Jonesboro, Arkansas

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 8
day of DECEMBER 1988, by and between the UNITED STATES OF
AMERICA, represented by the Federal Aviation Administration (FAA),
hereinafter referred to as the Government, and the CITY OF JONESBORO,
ARKANSAS, hereinafter called the Lessor, whose address is 314 West
Washington, Jonesboro, Arkansas 72401; WITNESSETH, That:

WHEREAS, on the 6th day of August, 1985, the parties hereto entered
into Lease No. DTFA07-84-L-01034, for approximately 10,000 square feet of
space in a single-story building to be constructed on a 3.36 acre site on
the Jonesboro Municipal Airport, Jonesboro, Arkansas, to house the FAA
Automated Flight Service Station (AFSS) for the State of Arkansas; and

WHEREAS, the Lessor agreed to perform and comply with the terms and
conditions of the lease for the delivery of said space on the beneficial
occupancy date (BOD) which was stated in Article 2 of the lease as
January 1, 1988; and

WHEREAS, Article 25 of the lease provides for a supplemental agreement
if the parties mutually agree to change the BOD from that stated in
Article 2 of lease; and

WHEREAS, the required space was delivered by the Lessor on March 1,
1988; and

WHEREAS, the Government has experienced unforeseen delays in
commissioning the Automated Flight Service Station (AFSS) as originally
scheduled in the first quarter of Fiscal Year (FY-1989/Oct-Dec) and now
desires to commission the AFSS in the third quarter of FY-1990
(April-June); and

WHEREAS, the parties mutually desire to change the BOD to the third
quarter FY-1990 and compensate the Lessor for this change.

NOW, THEREFORE, the parties for the consideration hereinabove mentioned
covenant and agree to amend said lease in the following particulars only, VIZ:

1. In accordance with Articles 2 and 25 of said lease, the BOD of the
lease shall be April 1, 1990.

2. In consideration for the change of the BOD, the Government shall
pay the Lessor \$6,571.26 per month, in arrears, for the period
November 15, 1988, through March 31, 1990, or until the Jonesboro AFSS
is commissioned, whichever occurs earlier. This consideration is
based upon the Lessor's monetary expenditure of constructing the
required space (\$886,012 X 8.90% (rate of a two-year certificate of
deposit)). Commissioning shall be interpreted as decommissioning of
the Jonesboro Flight Service Station (FSS), and 25 personnel on duty
at the AFSS.

Supplemental Agreement No. 1
Lease No. DTFA07-84-L-01034
Automated Flight Service Station (AFSS)
Jonesboro, Arkansas

CORPORATE CERTIFICATE

I, Ouida Puryear, certify that I am the City Clerk
of the City of Jonesboro named in the foregoing agreement, that
Hubert Brodell who signed agreement on behalf of said city, was
then Mayor of Jonesboro thereof, that said agreement was duly signed
for and in behalf of said city by authority of its governing body, and
is within the scope of its corporate powers.

Dated this 5th day of December, 1988.

Signed by Ouida G. Puryear

(CORPORATE SEAL)

VENDOR NAME: CITY OF JONESBORO, ARKANSAS

VENDOR I.D. NUMBER: L840103432

AGENCY NAME AND BILLING ADDRESS: }
SOUTHWEST REGI(ASW-42
FEDERAL AVIATION ADMINIST
FORT WORTH, TX 76193-0042

U.S. TREASURY REG. FINANCIAL CENTER: KANS CITY, KS

CHECK NUMBER: 3084-65331124
CHECK AMOUNT: \$**57305*79
CHECK DATE: 08-22-88

PAYMENT IDENTIFICATION DATA

D-238884L001034000 I-JONESBORO AFSS \$55728.70
D-8988818095541521 I-JONESBORO AFSINTEREST \$1577.09

AGENCY SCHEDULE NUMBER: 000V 88231
AGENCY TELEPHONE NUMBER: 817-624-5682

PLEASE DIRECT ANY INQUIRIES CONCERNING THIS PAYMENT TO THE AGENCY AT THE ADDRESS (OR TELEPHONE NUMBER) INDICATED ABOVE.

Mayor -
Here is a copy of the Light
Station check.

Hub.

Lease No. DTFA07-84-L-01034
Automated Flight Service Station (AFSS)
Jonesboro, Arkansas

3. At the Governments option it may change the BOD from April 1, 1990, to a new date on or before November 15, 1990. If the Government exercises its option it shall continue to pay the Lessor \$6,571.26 per month, in arrears, until the new BOD.

4. At the Government's option, after exercise of the option in paragraph 3 above, the Government may change the BOD from November 15, 1990, to a new date on or before November 14, 1991. If the Government exercises this option, it shall pay the Lessor a lump-sum of \$4,429.92 and \$6,755.84 per month, in arrears, until the new BOD. Said lump sum amount and increased monthly amount reflects the difference between the two-year certificate of deposit rate of return of 8.90% and three-year certificate of deposit rate of return of 9.15%.

5. Notwithstanding any provision of this supplemental agreement of the lease, the Government shall have the right to enter the space to be provided by the Lessor as necessary to prepare the AFSS for commissioning.

ALL OTHER TERMS AND CONDITIONS of the lease are hereby ratified and, except as amended hereinabove, shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first above written.

CITY OF JONESBORO, ARKANSAS

UNITED STATES OF AMERICA

BY: Hubert Brodell

BY: Marcus L. Williams

TITLE: Mayor

TITLE: Contracting Officer

APPROVAL:

JONESBORO MUNICIPAL AIRPORT COMMISSION

BY: Shirley K. Kellum

TITLE: Chairman