

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 4, 1985

LEASE NO.

DTFA07-84-L-01034

THIS LEASE, made and entered into this date by and between CITY OF JONESBORO

whose address is 314 West Washington, Jonesboro, Arkansas 72401

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 10,000 square feet of net usable space in single-story building to be constructed in accordance with mutually approved plans and specifications on a site containing approximately 3.36 acres at the Jonesboro Municipal Airport, Jonesboro, Arkansas, with said site more particularly shown on Exhibit "A," attached hereto and made a part hereof.

to be used for Federal Aviation Administration's (FAA) Automated Flight Service Station (AFSS)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

January 1, 1988 through September 30, 1988, subject to termination and renewal rights as may be hereinafter set forth.

~~3. The Government shall pay the Lessor annual rent of \$~~

~~at the rate of \$ per in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

4. The Government may terminate this lease wholly or in part at any time by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

See Article 10

~~provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- (a) Facilities as more particularly described in Sections 4, 5, 6, 7, 8, and 11 of the Solicitation for Offers (SFO) No. DTFA07-84-L-01034 dated November 4 1983, including maintenance as more specifically described in Article 12 below, and otherwise in accordance with the mutually approved plans and specifications. In the event of a conflict between the SFO and the approved plans and specifications, the plans and specifications shall prevail. The Lessor shall furnish utilities and janitorial services at no cost to the Government in accordance with Articles 13 through 17.
- (b) On premises paved parking for 63 vehicles for Government employees and visitors at no additional cost. Parking spaces will be marked and designated as required, and parking surface will be maintained by Lessor.
- (c) All designated door locksets shall be manufactured by Best Lock Company and have 7-pin, removable, and interchangeable cores. The Lessor or his contractor is responsible for coordination no later than 90 days prior to the completion of the building with the Best Lock Company and the Government for delivery of the permanent FAA combined "N" keyway cores. The Lessor or his contractor shall remove the construction cores and the Government shall install the permanent cores upon acceptance of the building.

7. The following are attached and made a part hereof:

- a. The General Provisions and Instructions (Standard Form 2-A, May 1970 edition), as amended.
- b. Articles 9 through 33.
- c. Exhibit "A".
- d. Corporate Certificate.

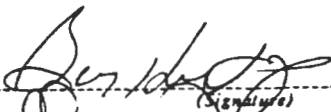
8. The following changes were made in this lease prior to its execution:

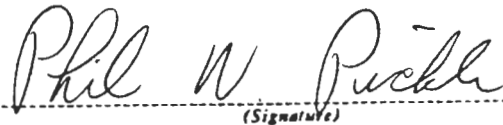
Article 3, Standard Form 2, deleted; Article 4, Standard Form 2, the words "wholly or in part" added; Article 5, Standard Form 2 deleted; Article 11, Standard Form 2-A, deleted; and Article 17, Standard Form 2-A, added

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


LESSOR
CITY OF JONESBORO, ARKANSAS

BY


(Signature)


(Signature)

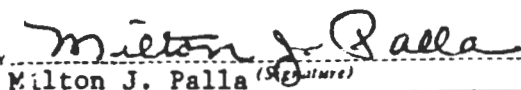
IN PRESENCE OF:


(Signature)

PO Box 1366
(Address)

UNITED STATES OF AMERICA

BY


Milton J. Palla (Signature)

Contracting Officer
(Official title)

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9. RENTAL:

The Government shall pay the Lessor rental for the premises in the amount of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, for the term set forth in Article 2 above.

10. RENEWAL:

This lease may, at the option of the Government, be renewed from year to year at an annual base rental of ONE AND NO/100 DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives thirty (30) days' notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2008. *20 years*

11. CHANGES:

At any time the Government's Contracting Officer may make changes within the scope of the Solicitation for Offers or the approved plans and specifications by a written order. Such changes may include correcting problems arising from onsite conditions, and/or additions, deletions or modifications. If a change causes an increase or decrease in the cost of or the time required for work performance by the Lessor and/or his contractor, an equitable adjustment shall be made by lump-sum payment or revision of the delivery schedule. The cost to the Government from an approved change in the work shall be determined by mutual agreement and the lease supplemented accordingly. Failure to agree to any adjustment shall be a dispute over the facts under the disputes paragraph. However, nothing in that paragraph shall excuse the Lessor from proceeding with the Solicitation or the approved plans and specifications as changed.

12. MAINTENANCE:

a. The Lessor is responsible for total maintenance of the leased premises in accordance with Paragraph 2, Standard Form 2-A. Such maintenance includes site and access roads, as well as repairs. All building equipment and systems shall be maintained to provide reliable service without unusual interruption, safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial and replacement supplies of all items. All maintenance work will be done in accord with applicable codes, and inspection certificates will be displayed as appropriate.

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b. The Lessor shall also maintain all landscaping, including but not limited to removal of weeds from around the building, parking areas and fence borders (if fenced); mowing, edging, watering lawns, trimming and watering shrubbery, repairing and replacing lawns and planting as necessary.

13. ELECTRIC SERVICE:

The Lessor hereby agrees to furnish all electric service at no cost to the Government. The Lessor further agrees that electric service will be furnished at no cost to the Government for the entire term of lease (20 years).

14. GAS SERVICE:

The Lessor hereby agrees to furnish all gas service at no cost to the Government. The Lessor further agrees that gas service will be furnished at no cost to the Government for the entire term of lease (20 years).

15. WATER AND SEWER SERVICE:

The Lessor hereby agrees to furnish potable water and sewer service at no cost to the Government. The Lessor further agrees that potable water and sewer service will be furnished at no cost to the Government for the entire term of lease (20 years).

✓ 16. JANITORIAL SERVICES:

The Lessor shall maintain the leased premises, including outside areas, in a clean condition at no cost to the Government for the full twenty (20) year term. Daytime cleaning is encouraged, but interference with Government business shall be avoided. The Lessor shall provide supplies and equipment. The following schedule describes the level of services intended.

Empty trash receptacles and clean ashtrays. Sweep DAILY
entrances, lobbies, corridors, stairs, and spot sweep
offices. Clean drinking fountains. Sweep and damp mop
or scrub toilet rooms. Clean all toilet fixtures and
replenish toilet supplies. Dispose of all trash and
garbage generated in or about the building. Spot vacuum
carpets. Dust desk surfaces.

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Damp wipe and polish mirrors, shelving, dispensers, and chromium fixtures.

Spot clean all other surfaces, and dust horizontal surfaces.

Empty paper towel waste receptacles and service towel, soap, and toilet paper dispensers prior to occupant's official starting time. During the occupant's working hours, empty waste receptacles, service dispensers, clean wash basins, and police rooms to remove paper, trash, or spillages on a schedule based upon traffic demands. Empty, clean and disinfect sanitary napkin receptacles and provide with a new paper bag liner.

Empty Ashtrays and wipe clean.

DAILY: Office Areas

Empty wastebaskets and remove trash.

Sweep full floor area once weekly with a treated mop to remove dirt, dust, and litter. On the four remaining days, spot sweep floor to remove obvious surface dirt from traffic areas and under furniture. Sweep exposed floor areas in partially carpeted offices on the same schedule.

Vacuum full carpet area once weekly to remove dirt, dust, litter, and other foreign objects. On the four remaining days, spot vacuum the carpet to remove obvious surface dirt from traffic areas and under furniture.

Clean wash basins and damp wipe and dry mirrors

Dust horizontal surfaces of desks, files, and chairs with a treated cloth, except clean glass desk tops with an untreated cloth.

In executive spaces, as identified by the leasing officer, dust horizontal surfaces on all furniture within 70 inches of the floor with a treated cloth, vacuum full carpeted area and sweep full floor area with a treated mop. Clean glass tops with an untreated cloth.

Sweep floors or, if carpeted, vacuum. Wet mop or scrub hard floors and damp mop and buff resilient floors on floors having exterior building entrances. Empty, wash and dry ash receptacles. Clean drinking fountains.

DAILY: LOBBIES

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Completely sweep offices and vacuum carpets. Dust furniture. Buff resilient floors in corridors, entrances and lobbies. Scrub or wet mop hard floors. Sweep garages and outside paved areas. Sweep storage space and police sidewalks, parking areas, garages, driveways, lawns and shrubbery.

WEEKLY

Damp wipe toilet wastepaper receptacles. Buff resilient floors in office space. Spot clean all wall surfaces within 70 inches of the floor.

MONTHLY

Vacuum or dust all surfaces in the building over 70 inches from the floor. This includes venetian blinds and light fixtures. Exterminate rodents and insects. Vacuum all drapes in place. Strip, wax, and buff resilient floors. Use nonalip floor wax.

THREE TIMES A YEAR

Wash all glass surfaces, venetian blinds, roller shades, and light fixtures.

TWICE A YEAR

Shampoo carpets in corridors and lobbies.

ANNUALLY

Shampoo carpets in nonpublic areas. Clean all drapes.

EVERY 3 YEARS

Cut grass, maintain plants, and remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts, and starters. Remove carpet stains. Replace worn floor coverings.

AS REQUIRED

17. JANITORIAL SERVICES SCHEDULE:

The Lessor shall maintain the leased premises, including outside areas, in a clean condition. The Lessor shall provide supplies and equipment. Daytime cleaning is encouraged but interference with Government business must be avoided. The following frequency schedule describes the level of services intended.

Sweep and wet mop or scrub floors.

DAILY: Toilets

Wash and sanitize water closets and urinals. No rust or encrustation shall remain. Maintain traps free from odor. Clean wash basins.

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Sweep landings, steps, and sidewalks in the morning before the occupants have entered the building. Police entrances twice and secondary entrances once. Clean both sides of entrance glass. Clean and polish kick plates and push bars.

DAILY: OUTSIDE

Sweep or vacuum stair landings and steps. Dust handrailings, ledges, grilles, fire apparatus, doors, and radiators.

DAILY: STAIRS

Sweep and police loading dock areas and platforms.

DAILY: DOCKS

Collect and remove refuse, trash, and garbage, including that from snack bars and vending machines. Wash cans used for collection of food remnants inside and out or steam clean. In buildings where wastepaper recycling programs have been established, pick up paper to be recycled from collection points throughout the building and remove to a safe, secure storage area.

DAILY: TRASH REMOVAL

Police sidewalks, parking areas, garages, driveways, lawns, and shrubbery.

3 TIMES A WEEK:
ENTRANCE

Sweep full floor area of any storage with a treated sweep mop.

3 TIMES A WEEK:
STORAGE

Dust horizontal surfaces on chairs, tables, bookcases, windowsills, and other furniture with a treated dust cloth. Spot clean wall surfaces within approximately 70 inches of the floor.

WEEKLY: ROOMS

Damp mop and buff resilient floors and scrub and wet mop hard floors on floors not having exterior building entrances. Clean telephone booths.

WEEKLY: LOBBIES
AND CORRIDORS

Hose down landings, steps, and sidewalks adjacent to entrances (except in freezing weather) and remove water. Damp wipe and polish unpainted metal doors and handrails.

WEEKLY:
OUTSIDE ENTRANCES

Sweep garage, ramps, driveways, paved parking areas and sidewalks. If a power sweeper is used, it must be equipped with a vacuum dust control system. Remove grease and oil spots.

WEEKLY: OUTSIDE

Wet mop or scrub steps, risers and landings. Clean glass surfaces. Polish bright metal and woodwork. Spot clean walls to a height of approximately 70 inches.

WEEKLY: STAIRWAYS

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Damp wipe full surface area of wall stall partitions, doors, window frames, and sills.	BIWEEKLY: TOILETS
Between the normal stripping and reapplication of floor finish, spray buff resilient flooring in office areas, file rooms, libraries, conference rooms and similar space.	BIWEEKLY: FLOORS
Damp wipe wastepaper receptacles inside and out. Damp wipe full surface area of wall stall partitions, doors, window frames, and sills. Strip, wax, and buff resilient floors. Use nonslip floor wax.	MONTHLY: TOILETS
Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces (knee wells, chair rungs, table legs, etc.). Damp wipe glass in door, partitions, pictures, and bookcases.	MONTHLY: ROOMS
Strip, wax, and buff main corridors and other heavy-traffic areas having resilient flooring.	MONTHLY: LOBBIES AND CORRIDORS
Wet mop or scrub garages, ramps, loading platforms and driveways within the building.	QUARTERLY: GARAGES AND DRIVEWAYS
Dust or vacuum surfaces 70 inches or more above the floor. This includes venetian blinds and light fixtures. Vacuum drapes in place.	3 TIMES A YEAR: ROOMS
Wash window glass, glass deflectors, clear and opaque glass in partitions, doors, and transoms.	TWICE A YEAR: ROOMS
Clean balconies, ledges, courts, arcways, and flat roofs.	TWICE A YEAR: ROOFS
Wash venetian blinds. When removed for cleaning, the blinds shall be replaced within two days. Wash light fixtures. Shampoo carpets in corridors and lobbies. Strip and apply four coats of floor finish to resilient floors.	ANNUAL: ROOMS
Shampoo carpets in nonpublic space.	TRI-ANNUAL: ROOMS
Clean drapes during the repainting cycle.	FIVE-YEAR: DRAPES
Remove stains from carpets.	AS REQUIRED: STAINS

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Remove weeds from around building, parking areas, and fence borders. Mow, edge, and water lawns. Trim and water shrubbery. Repair or replace lawns and planting as necessary. Remove snow and ice from all entrances, sidewalks, parking areas, and approaches before working hours. Chemicals or sand shall be used to reduce safety hazards due to ice and snow.

AS REQUIRED:
OUTSIDE MAINTENANCE

Exterminate rodents and insects.

AS REQUIRED: PESTS

Strip and seal terrazzo floors during the first month of the lease. Wet clean carpets and rugs in office and related space with shampoo solution as required. But not less than once every three years. Remove stains (coffee, ink, etc.) and repair and replace worn or damaged floor covering on an as-required basis. Pile lifting on carpets and rugs should be completed every six months.

OTHER:

18. PAINTING:

Prior to occupancy all surfaces designated by FAA for painting must be newly painted in colors acceptable to FAA. All painted surfaces must be repainted at Lessor's expense on a 5-year cycle or less. This includes moving and return of furniture. Public areas must be painted at least every 3 years or less.

19. HEATING, VENTILATION, AND AIR-CONDITIONING:

Heating, ventilation, and air-conditioning systems are required which maintain temperatures from a low of 65 degrees during the heating season to a high of 75 degrees at all other time throughout the leased premises and service areas regardless of outside temperature.

20. PORTABLE FIRE EXTINGUISHERS:

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. The Lessor shall check extinguishers at least once a year to assure they are operational.

21. NON-RESTORATION:

The Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government

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may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

22. REAL ESTATE RIGHTS:

The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein, and that it is authorized to grant to the United States of America the real estate rights and interests set forth herein.

23. TERMINATION FOR DEFAULT:

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time stated in Article 2 above, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Government may, by written notice to the Lessor, terminate this lease. Regardless of whether this lease is terminated, the Lessor and his sureties shall be liable for any damage to the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

24. CONSTRUCTION TIME EXTENSION:

This lease shall not be terminated nor the Lessor charged with resulting damage if the delay arises from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another government contractor. However, the Lessor must notify the Contracting Officer, in writing, of any delay within 10 days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay and grant extensions when justified. His findings and determination shall be final and conclusive.

25. BENEFICIAL OCCUPANCY DATE:

The Beneficial Occupancy Date (BOD) shall be as stated in Article 2, or some other date mutually agreed upon between the Lessor and the Government. The parties shall enter into a supplemental agreement effectuating the actual BOD if other than stated in Article 2.

26. INGRESS AND EGRESS:

The Government and the general public shall have the right of ingress and egress to the leased premises, including roads, sidewalks, and parking areas, 24 hours a day, 7 days a week.

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27. REMOTE TRANSMITTER/RECEIVER AND AIR NAVIGATIONAL SITES:

If required, the Lessor agrees to furnish at no additional cost to the Government land sites necessary for the establishment of remote transmitter/receiver and/or air navigational aids required for the operation of the AFSS.

28. INTERFERENCE WITH THE GOVERNMENT'S OPERATIONS:

The Lessor agrees that in the event any of the Lessor's operations or facilities located on the demised premises causes interference with the Government's operations conducted on the leased premises, the Lessor shall, upon being notified by the Government's Contracting Officer, make every reasonable effort to eliminate the cause of such interference.

29. INSTALLATION OF ANTENNAS, POWER CABLES, CONTROL CABLES, AND OTHER APPURTENANCES:

The Government shall have the right and privilege to install, operate, and maintain antenna wires and appurtenances atop necessary buildings and structures or at other locations where deemed necessary on an airport property, together with the right to install, operate, and maintain necessary connecting cables and wiring, where needed, to perform the necessary linking of facilities, provided such installations do not constitute a hazard to the operation of aircraft when such installations have been completed. The Government shall have the right to install, operate, and maintain such cables, conduit, and wiring as necessary to link and connect its facilities to its emergency standby powerplant to be used in the event of commercial power failure to any of its facilities located on airport property.

30. FUNDING RESPONSIBILITY CLASS I - II FACILITIES:

The airport owner agrees that any relocation, replacement, or modification of any Federal Aviation Administration Class I or II facility, or components thereof, as defined below, covered by this contract during its term or any renewal thereof made necessary by airport improvements or changes which impair or interrupt the technical and/or operational characteristics of the facilities will be at the expense of the airport owner; except, when such improvements or changes are made at the specific request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the airport owner or the Government, funding responsibility shall be determined by the Government.

CLASS I FACILITIES

Remote Transmitter/Receiver (Tower)	Visual Landing Aids
Airport Traffic Control Tower	Direction Finding Equipment
Airport Surveillance Radar	VOR, TVOR, and VORTAC
Airport Surface Detection Equipment	(Instrument Approach)
Precision Approach Radar	Weather Observing and Measuring Equip.
ILS and Components	(Owned and operated by FAA)
ALS and Components	Central Standby Powerplant

CLASS II FACILITIES

Long Range Radar	VOR and VORTAC (en route only)
Air Route Traffic Control Centers	Flight Service Station
Remote Control Air-Ground Communication Facility	Remote Communications Outlet
	Limited Remote Communications Outlet
	Other En Route Facilities

31. DISPUTES:

- a. This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).
- b. Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.
- c. (1) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment, or interpretation of lease terms, or other relief, arising under or relating to this lease.
(2) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.
(3) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

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- d. For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.
- e. For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.
- g. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.
- h. Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365- or 366-day year, whichever applies.
- i. Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

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32. REPRODUCIBLE FLOOR PLANS AFTER OCCUPANCY OF BUILDING:

Within thirty days after Government occupancy, the Lessor will furnish one-eighth (1/8) inch as-built reproducible floor plans of the space under lease to the Contracting Officer. If plans are not provided, the Government will have the plans prepared at the Lessor's expense.

33. OCCUPANCY OF SPACE BEYOND THIS LEASE TERM:

The Government shall have the option to make a new lease for all or any part of the devised premises at the end of the initial renewal terms at a bare space rental rate to be negotiated at that time. Said rate would include the stipulation that all building structural and equipment maintenance shall be performed by the Lessor.

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

GENERAL PROVISIONS

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AFSS, Jonesboro, Arkansas

1. SUBLETTING THE PREMISES.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

5. CONDITION REPORT.

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS.

(NOTE.—This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

13. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

CERTIFICATION

1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies fur-

ther that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

Attachment to 2-A - General Provisions

17. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

Lease No. DTFA07-84-L-01034
AFSS
Jonesboro Municipal Airport
Jonesboro, Arkansas

CORPORATE CERTIFICATE

I, Philip Steed, certify that I am the acting
Secretary of the corporation named in the foregoing agreement;
that Bill Hurt, Jr., who signed said agreement on behalf of the
corporation was then Chairman of said corporation, that
said agreement was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate
powers.

Dated this 25th day of June, 1985.

CORPORATE SEAL

By: *Philip Steed*