

MANASSAS REGIONAL AIRPORT COMMISSION
REGULAR MEETING
AGENDA
January 21, 2021

7:00 PM –Virtual - Please call 703-361-1882 to receive the meeting link

ITEM 1. **Airport Director's Report**

- 1.1 Maintenance Division Quarterly Report (Staff: Doug McCauley)

ITEM 2. **Consent Agenda**

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

SUGGESTED MOTION: "I move that the Consent Agenda be approved".

SUGGESTED MOTION #2: "I move that Items # and # be removed from the Consent Agenda and be added as Items # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears".

- 2.1 Approval of Minutes: Regular Meeting of December 17th 2020

ITEM 3. **Committee Reports**

- 3.1 Rules and Regulations Report (Mr. Tom Lemon: Vice-Chair)

ITEM 4. **New Business**

- 4.1 Approve the FY 2021 Airport Commission Meeting Calendar (Staff: Juan Rivera)
- 4.2 Approve AOPA's Aviator Showcase Event from September 29, 2021 to October 1, 2021 (Staff: Juan Rivera)
- 4.3 Consideration of a Request by The Freedom Museum to extend their Letter of Agreement for a six (6) month period past the March 1st termination date (Staff: Juan Rivera)

ITEM 5. **Old Business**

- 5.1 Approve FY 2022 Operating Budget and CIP Budget (Staff: Juan Rivera)
- 5.2 Consideration of approving a month to month Hangar Lease Agreement with American Aviation Services, and consideration of approving a month to month Hangar Lease Agreement with American Helicopter (Staff: Juan Rivera)

ITEM 6. **Commission Members Comments**

Commission Members may make comments or raise questions on matters of interest to the Commission.

ADJOURNMENT



Memorandum

January 7, 2021

TO: Manassas Regional Airport Commission
FROM: Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR JANUARY 2021

REQUEST FOR FRANCHISE PROPOSALS (RFFP)

The Airport Commission's recommendation regarding the two RFFPs received will go to the City Council on January 25, 2021 for their consideration.

T-HANGAR OCCUPANCY RATE

West T-Hangars: 58 out of 59 Rented
98% Rented – **1 tenant vacated.**

East T-Hangars: 92 out of 97 Rented
95% Rented – No change.

East and West Hangars – 150 out of 156 – 96% Rented

Waiting List Status

Notice will be sent out next week. Finishing up paperwork from new tenants.

Breakdown

Total on List – 162 (this number was adjusted as there were duplicate entries from last time)

East Side – 151

West Side – 113

60x50 - 15

TIE-DOWN OCCUPANCY RATE

West Tie-Down: 36 out of 85 Rented
42% Rented – **2 vacancies. 1 moved into a t-hangar.**

East Tie-Down: 82 out of 86 Rented
95% Rented – **3 new tenants. 1 vacancy.**

East and West Tie-Down – 118 out of 171 Rented – 69% Rented

Squatters

N/A

NOISE COMPLAINTS

There were two (2) noise complaints recorded by Airport Operations in the month of December 2020 (1 Helicopters, 1 Fixed Wing Airplanes, and 0 unknown).

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576. Staff is continuing to exercise contacts with operators in an effort to educate on Noise Program. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military.

TAXIWAY G/TAXILANE Y (CONSTRUCTION)

The project is complete. The final close-out paperwork is being developed by Delta Airport Engineers. It is anticipated that the close-out will be completed by the end of January 2021. The contractor will be required to fix any issues with erosion in the spring and to plant additional grass if necessary.

RUNWAY 16R/34L REHABILITATION (Construction Phase)

The runway is open for use. The contractor is shut-down for the winter. They will be required to apply an additional application of paint on the runway, grade area of the runway shoulders and plant additional grass in the spring. This project should be closed-out in the spring of 2021 (April).

FAA ATC TOWER LEAK & ROOF REPLACEMENT

The staff is in the process of getting prices for just replacing the roof on the base building and the tower and not including the work on the catwalk. It is anticipated that the catwalk will be rebid in the spring of 2021 and the work will proceed as needed in the FY 2022 budget timeframe. The increased cost to replace the roof is due to the FAA requiring that the work be done at night after hours and the contractor does not have access to the roof through the tower cab due to COVID 19 restriction put in place by the FAA. The Airport staff had inquired about the tower closing for 3-4 days to get the work done in daylight hours and have full use of the tower cab. The Tower Manager indicated that the decision would have to be made at a higher level.

TERMINAL BUILDING ROOF REPLACEMENT

The work on the terminal roof has been ongoing for three weeks. The Contractor had indicated that they should be completed with the job no later than March 1, 2021.

SE CORPORATE PAD SITE

The Airport must reimburse the VDOA for those areas of the SE Corporate Pad site development that was not eligible for State funding. The Department indicated that the Airport would have to pay the State back after the Chantilly Air FBO project was completed. This is expected to take place in January of this year.

AIRPORT RULES AND REGULATIONS UPDATE

The Airport staff has received a handful of comments regarding the update of the Rules and Regulations.

January 15, 2020
Airport Director's Report for January
Page Three

Ms. Jolene Berry has put the comments in our standard format for review by the sub-committee made up of Mr. Juan Cabrera and Mr. Tom Lemon. Once the committee has a chance to meet and review the comments and staff recommendations, the staff will post the proposed updates for public review. The Airport staff is hopeful that the proposed updated can be on the Airport Commission's agenda for March of this year.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

RS&H has received comments from FEMA on the Conditional Letter of Map Revision (CLOMAR). RS&H has responded to the comments and waiting for FEMA to issue the CLOMAR. The Airport must notify the surrounding landowners and place an ad in the newspaper soliciting comments on the CLOMAR once it has been completed. The Airport Director is waiting for a cost proposal from RS&H for the final design phase.

TERMINAL ELEVATOR REPAIR

The airport staff has issued a Purchase Order (P.O.) to have the elevator fixed. The parts are on order and the elevator is scheduled to be repaired by the end of January.

CHANTILLY AIR FBO (Chantilly Air Jet Center)

Chantilly Air has indicated that their new FBO facility will be open by the end of January 2021. They will be using the name Chantilly Air Jet Center.

UPCOMING EVENTS

N/A

A handwritten signature in blue ink, appearing to read 'J. Rivera', is written over a horizontal line.

Juan E. Rivera, Director
Manassas Regional Airport

1/15/2021

Aging Report

Item 1

Customer Id	Customer Name	Unpaid Balance	Billed Amount	Adjusted Amount	Paid Amount	30 to 60 Days Past	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past	Total Due Now
36504	JONES, FORREST	\$51.47	\$1,500.00	\$0.00	\$1,448.53	\$51.47	\$0.00	\$0.00	\$0.00	\$51.47
36866	FAA/MMAC	\$1,298.00	\$1,298.00	\$0.00	\$0.00	\$1,298.00	\$0.00	\$0.00	\$0.00	\$1,298.00
38127	GARCIA, MICHAEL	\$670.00	\$670.00	\$0.00	\$0.00	\$335.00	\$335.00	\$0.00	\$0.00	\$670.00
38602	RIGNEY, JOHN	\$160.00	\$160.00	\$0.00	\$0.00	\$80.00	\$80.00	\$0.00	\$0.00	\$160.00
42215	AMERICAN HELICOPTERS INC	\$10,298.22	\$10,298.22	\$0.00	\$0.00	\$1,716.37	\$1,716.37	\$1,716.37	\$5,149.11	\$10,298.22
42744	AMERICAN AVIATION SERVICES LLC	\$38,891.09	\$35,326.86	\$4,747.80	\$1,183.57	\$9,015.48	\$8,935.48	\$8,935.48	\$12,004.65	\$38,891.09
46729	CAMPBELL, DANA L	\$13.00	\$13.00	\$0.00	\$0.00	\$0.00	\$8.00	\$0.00	\$5.00	\$13.00
67838	LASKER, MELISSA	\$122.67	\$122.67	\$0.00	\$0.00	\$80.00	\$42.67	\$0.00	\$0.00	\$122.67
67842	THOMAS, EDWARD	\$122.67	\$122.67	\$0.00	\$0.00	\$80.00	\$42.67	\$0.00	\$0.00	\$122.67
68822	REBOOT CHARITY	\$18.00	\$18.00	\$0.00	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$18.00

1/15/2021

Revenue

Item 1

ORG	OBJECT	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE	% COLL
57097400	315200	Leases and Rents	-2,133,220	0	-2,133,220	-1,239,180.90	-894,039	58.1
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-534,923.12	-423,867	55.8
57097400		Total 57097400 Use of Money & Prope	-3,092,010	0	-3,092,010	-1,774,104.02	-1,317,906	57.4
57097600	317510	Airport Tie-Down Fees	-70,000	0	-70,000	-64,376.68	-5,623	92.0
57097600	317520	Airport Fuel Flowage Fees	-233,270	0	-233,270	-122,788.12	-110,482	52.6
57097600	317530	Airport Security Surcharge	-54,000	0	-54,000	-29,599.14	-24,401	54.8
57097600	317535	Airport Car Rental Revenue	-20,200	0	-20,200	-7,256.63	-12,943	35.9
57097600		Total 57097600 Sales & Connections	-377,470	0	-377,470	-224,020.57	-153,449	59.3
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-19,873.10	17,373	794.9
57097700	318426	Card Replacement Fees	-200	0	-200	0.00	-200	0.0
57097700	318436	Legal Expense Reimbursement	-500	0	-500	0.00	-500	0.0
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-805.00	-5,795	12.2
57097700	318710	Cash Over/Short-Airport	0	0	0	2.96	-3	100.0
57097700	318906	Sale of ROW/Easement	0	0	0	-45,200.00	45,200	100.0
57097700		Total 57097700 Other Local Rev-Gene	-9,800	0	-9,800	-65,875.14	56,075	672.2
57097900	322071	VA State Reimbursements	-35,000	0	-35,000	-3,685.47	-31,315	10.5
57097900		Total 57097900 State Non-Categorica	-35,000	0	-35,000	-3,685.47	-31,315	10.5
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	0	-15,580	-9,086.00	-6,494	58.3
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	-5,391.42	-20,309	21.0
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-14,477.42	-26,803	35.1
		Revenue Total	-3,555,560	0	-3,555,560	-2,082,162.62	-1,473,397	58.6

1/15/2021

Expense

Item 1

ORG	OBJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	590,000	0	590,000	269,421.57	0.00	320,578	45.70
57003703	411020	Board and Elections Stipends	11,700	0	11,700	2,034.42	0.00	9,666	17.40
57003703	411075	S&W-Housing Stipend	3,200	0	3,200	0.00	0.00	3,200	0.00
57003703	412000	S&W-On-Call	23,300	0	23,300	11,868.88	0.00	11,431	50.90
57003703	416000	S&W-Overtime	25,000	0	25,000	7,437.23	0.00	17,563	29.70
57003703	416010	Hours Worked on a Holiday	800	0	800	546.80	0.00	253	68.40
57003703	420000	Employee Benefits	240,000	0	240,000	0.00	0.00	240,000	0.00
57003703	420002	Deferred Compensation	0	0	0	1,088.72	0.00	-1,089	100.00
57003703	420004	FICA	0	0	0	20,336.94	0.00	-20,337	100.00
57003703	420006	Virginia Retirement System	0	0	0	31,236.76	0.00	-31,237	100.00
57003703	420008	Group Health	0	0	0	29,852.30	0.00	-29,852	100.00
57003703	420010	Worker's Compensation	0	0	0	2,590.32	0.00	-2,590	100.00
57003703	420012	Group Term Life Insurance	0	0	0	3,325.03	0.00	-3,325	100.00
57003703	420014	Long Term Disability	0	0	0	1,084.79	0.00	-1,085	100.00
57003703	420016	Unemployment	0	0	0	12.10	0.00	-12	100.00
57003703	420031	Car Allowance	6,030	0	6,030	3,069.24	0.00	2,961	50.90
57003703	431000	Professional Services	70,000	16,245	86,245	17,764.39	2,500.00	65,980	23.50
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	1,500	0	1,500	283.76	0.00	1,216	18.90
57003703	436000	Advertising Services	50,000	604	50,604	4,890.73	0.00	45,713	9.70
57003703	439000	Other Purchased Services	18,000	8,052	26,052	12,234.81	0.00	13,817	47.00
57003703	439010	Board Fees	0	0	0	40.00	0.00	-40	100.00
57003703	441000	Information Technology Charges	49,850	0	49,850	29,080.00	0.00	20,770	58.30
57003703	441005	Phones and Voicemail Charges	19,260	0	19,260	11,260.50	0.00	8,000	58.50
57003703	441045	IT GIS Mapping Charges	18,450	0	18,450	10,760.00	0.00	7,690	58.30
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	442000	Motor Vehicle Charges	46,440	0	46,440	27,090.00	0.00	19,350	58.30
57003703	444000	Cost Allocation Charges	182,050	0	182,050	106,195.00	0.00	75,855	58.30
57003703	447000	Radio Charges	1,550	0	1,550	905.00	0.00	645	58.40
57003703	451001	Utilities	17,000	0	17,000	9,856.50	12,326.93	-5,183	130.50
57003703	451002	City Utility Charges	125,000	0	125,000	50,588.73	0.00	74,411	40.50
57003703	452003	Cell Phone Charges	4,500	0	4,500	2,631.08	0.00	1,869	58.50
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	722.40	0.00	2,278	24.10
57003703	452008	Telephone Service Charges	150	0	150	51.25	142.00	-43	128.80
57003703	452009	Long Distance Charges	100	0	100	0.00	0.00	100	0.00
57003703	453000	Insurance	32,000	0	32,000	33,043.00	0.00	-1,043	103.30
57003703	454001	Operating Leases	3,500	1,607	5,107	1,333.48	2,326.52	1,447	71.70
57003703	455001	Mileage	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	455002	Training and Travel	12,500	0	12,500	510.00	0.00	11,990	4.10
57003703	455005	Meeting / Business Expense	4,500	0	4,500	4,493.78	0.00	6	99.90

1/15/2021

Expense

Item 1

57003703	458000	Dues Memberships & Other Exp	6,900	0	6,900	1,274.83	0.00	5,625	18.50
57003703	461000	Office Supplies	3,500	0	3,500	525.53	0.00	2,974	15.00
57003703	462000	Other Supplies	10,000	0	10,000	8,376.34	0.00	1,624	83.80
57003703	463000	Books and Subscriptions	500	0	500	45.93	0.00	454	9.20
57003703	464000	Uniforms and Safety Apparel	3,000	0	3,000	2,735.05	0.00	265	91.20
57003703		Total 57003703 Airport Operations	1,612,780	26,508	1,639,288	720,597.19	17,295.45	901,395	45.00
57003710	433000	Maintenance Services	55,000	8,855	63,855	14,057.83	26,702.26	23,095	63.80
57003710	433001	Refuse Collection Services	6,000	0	6,000	2,322.40	3,377.60	300	95.00
57003710	433003	Janitorial Services	25,000	883	25,883	7,202.82	8,075.34	10,605	59.00
57003710	433006	Mowing Services	17,200	4,981	22,181	8,014.72	4,746.91	9,419	57.50
57003710	433008	HVAC	8,000	0	8,000	4,800.00	0.00	3,200	60.00
57003710	433009	Elevator Services	6,000	0	6,000	0.00	0.00	6,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	3,500.00	0.00	21,500	14.00
57003710	433012	Airfield Lighting Maintenance	2,500	0	2,500	3,226.50	0.00	-727	129.10
57003710	433014	Elevator Inspections	1,200	0	1,200	300.00	0.00	900	25.00
57003710	433015	Vehicle/Apparatus Maintenance	30,000	0	30,000	3,425.27	0.00	26,575	11.40
57003710	439000	Other Purchased Services	36,000	0	36,000	20,095.85	0.00	15,904	55.80
57003710	439004	Paving Services	15,000	0	15,000	0.00	0.00	15,000	0.00
57003710	439008	Hazmat Disposal	17,000	0	17,000	2,135.41	0.00	14,865	12.60
57003710	439014	Security Services	91,800	4,176	95,976	50,632.16	46,471.74	-1,128	101.20
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	462000	Other Supplies	25,000	0	25,000	5,232.00	0.00	19,768	20.90
57003710	462001	Tools	10,000	0	10,000	408.90	0.00	9,591	4.10
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	4,481.00	0.00	10,519	29.90
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	1,947.50	0.00	18,053	9.70
57003710	462047	Airfield Supplies	11,000	0	11,000	100.00	0.00	10,900	0.90
57003710	462048	Security Supplies	20,000	0	20,000	17,936.26	0.00	2,064	89.70
57003710	462052	Terminal Grounds Supplies	3,500	0	3,500	742.74	0.00	2,757	21.20
57003710	462067	Maintenance Supplies	2,500	0	2,500	1,504.72	0.00	995	60.20
57003710	466000	Building and Repair Materials	30,000	0	30,000	4,709.24	0.00	25,291	15.70
57003710	467000	Fuels/Oils/Lubricants	5,500	0	5,500	4,375.87	0.00	1,124	79.60
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	25,157.49	0.00	-157	100.60
57003710	471000	Equipment & Machinery Purch	25,000	0	25,000	40,815.16	0.00	-15,815	163.30
57003710		Total 57003710 Airport Maintenance	530,200	18,894	549,094	227,123.84	89,373.85	232,597	57.60
57003711	433000	Maintenance Services	14,000	0	14,000	213.60	0.00	13,786	1.50
57003711	433008	HVAC	2,500	0	2,500	0.00	0.00	2,500	0.00
57003711	433009	Elevator Services	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711	433014	Elevator Inspections	1,000	105	1,105	600.00	0.00	505	54.30
57003711	462000	Other Supplies	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711		Total 57003711 FAA Tower Nonreim	23,500	105	23,605	813.60	0.00	22,791	3.40
57003712	433000	Maintenance Services	12,000	837	12,837	5,588.91	4,585.26	2,663	79.30
57003712	451002	City Utility Charges	18,500	0	18,500	6,245.09	0.00	12,255	33.80
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	179.43	1,320.57	-500	150.00

1/15/2021

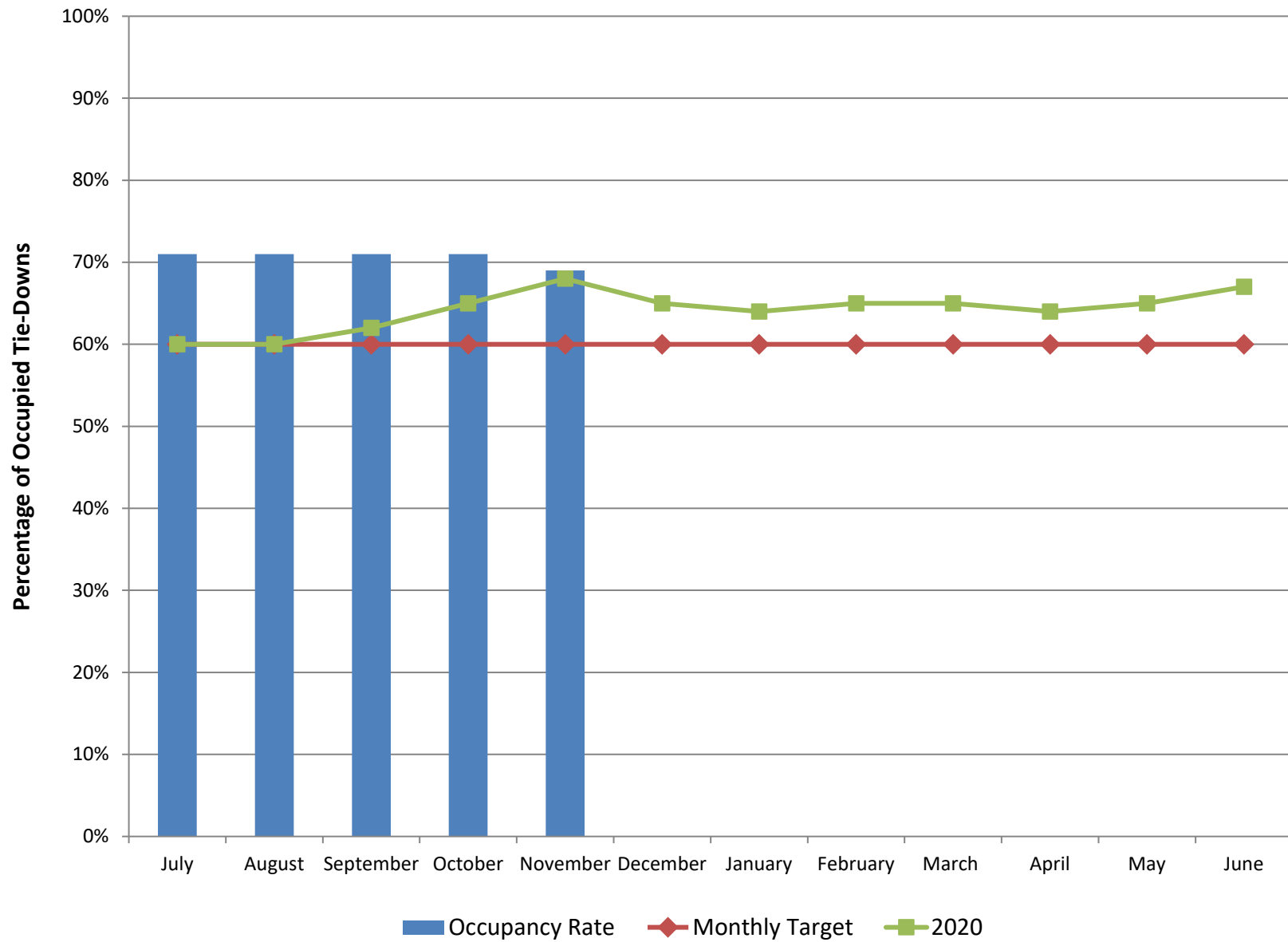
Expense

Item 1

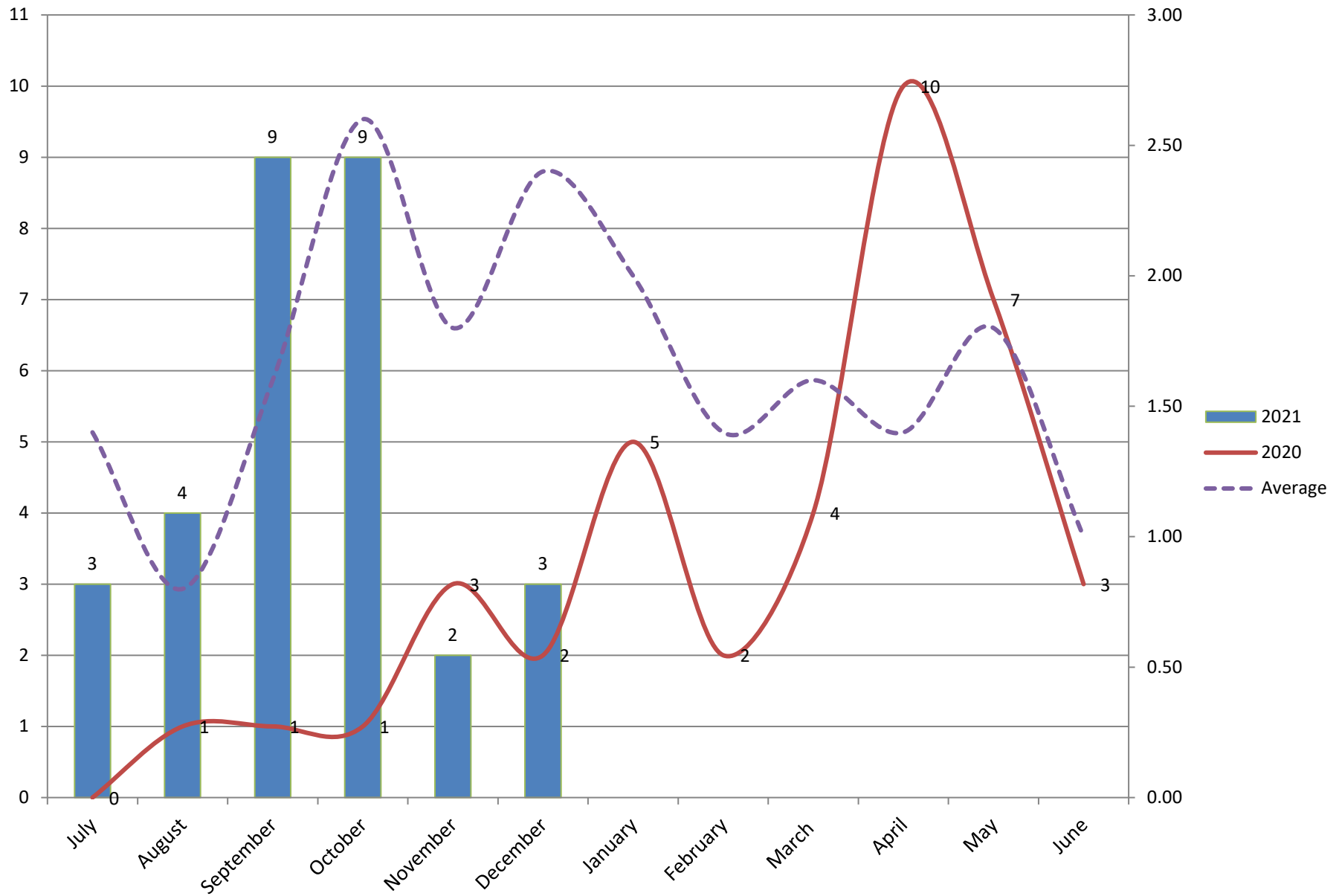
57003712		Total 57003712 FAA Tower Reimbur	31,500	837	32,337	12,013.43	5,905.83	14,418	55.40
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	439000	Other Purchased Services	15,000	0	15,000	0.00	0.00	15,000	0.00
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	0.00	0.00	12,000	0.00
57003713		Total 57003713 Airport-Special Proj	33,000	0	33,000	0.00	0.00	33,000	0.00
57003793	462000	Other Supplies	75,000	0	75,000	0.00	0.00	75,000	0.00
57003793	481001	Principal - Bonds Payable	205,560	0	205,560	190,220.76	0.00	15,339	92.50
57003793	481021	Interest - Bonds Payable	34,860	0	34,860	32,001.36	0.00	2,859	91.80
57003793	492575	Transfer to Airport Capital	500,000	0	500,000	480,315.00	0.00	19,685	96.10
57003793	496004	Contrib to Net Position	509,160	0	509,160	0.00	0.00	509,160	0.00
57003793		Total 57003793 Airprt Capex-Financ	1,324,580	0	1,324,580	702,537.12	0.00	622,043	53.00
Expense Total			3,555,560	46,344	3,601,904	1,663,085.18	112,575.13	1,826,243	49.30

MONTHLY EXPENSES			
Vendor	Description	Past 30 days	FY21 Gross Amount
AM ASSOC OF AIRPORT EXEC AAAE	digicast membership		\$ 1,289.48
AMERICAN DISPOSAL COMMERCIAL SVCS, INC	AMERICAN DISPOSAL SERVICES	\$ 464.48	\$ 6,967.60
CINTAS CORP.	Medical Supplies	\$ 33.58	\$ 179.35
COMCAST	Cable Service	\$ 95.82	\$ 2,211.74
EAGLE PROTECTION SERVICES INC	SECURITY SERVICES	\$ 9,610.50	\$ 118,731.47
FINLAY FIRE	ARFF Truck Service		\$ 6,571.81
LABOR FINDERS	Temporary Help - Maintenance		\$ -
ORACLE ELEVATOR	Service Call/Inspections	\$ 300.00	\$ 4,488.24
M C W SOLUTIONS LLC	camera repair/replacement		\$ -
MOOR GREEN ESTATES HOMEOWNERS	MOA Fees		\$ 3,860.00
OLDE TOWNE LANDSCAPING	Mowing Services		\$ 25,920.17
ORKIN EXTERMINATING CO INC	Orkin services		\$ 1,783.70
PROTECTION 1 ALARM	Security Monitoring		\$ 736.25
TEMPORARY SOLUTIONS, INC	Temporary Help - Admin		\$ -
ATLANTIC SWEEPING SERVICES INC	Sweeping Services		\$ 4,924.08
TRUGREEN CHEMLAWN	lawn service		\$ 1,924.55
U S PLANTS INC	PLANTS		\$ 1,564.96
CINTAS CORP.	Uniforms	\$ 279.30	\$ 1,844.21
CINTAS CORP.	Terminal Mats	\$ 31.26	\$ 663.59
VA BUSINESS SYSTEMS	KONICA COPIER LEASE		\$ 4,520.16
VERIZON	703-060-1303	\$ 35.75	\$ 267.25
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES	\$ 1,232.00	\$ 25,271.18
WASHINGTON GAS	10529 wakeman dr	\$ 91.40	\$ 2,658.27
WASHINGTON GAS	10400 wakeman dr	\$ 6,340.60	\$ 28,014.03
CITY OF MANASSAS UTILITIES			
Vendor	Description	Past 30 days	FY21 Gross Amount
MANASSAS, CITY OF UTILITIES	10531 TERMINAL		\$ 411.06
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		\$ 41,978.12
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		\$ 2,442.71
MANASSAS, CITY OF UTILITIES	9950 WAKEMAN		\$ 157.86
MANASSAS, CITY OF UTILITIES	10481 OBSERVATION		\$ 7,213.44
MANASSAS, CITY OF UTILITIES	10601 WAKEMAN		\$ 17,576.65
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		\$ 601.26
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		\$ 1,150.97
MANASSAS, CITY OF UTILITIES	10600 OBSERVATION		\$ 3,987.06
MANASSAS, CITY OF UTILITIES	10401 WAKEMAN		\$ 3,657.76
MANASSAS, CITY OF UTILITIES	10557 WAKEMAN		\$ 1,447.58
MANASSAS, CITY OF UTILITIES	10577 WAKEMAN		\$ 1,546.85
MANASSAS, CITY OF UTILITIES	10567 WAKEMAN		\$ 1,862.78
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		\$ 408.86
MANASSAS, CITY OF UTILITIES	10451 WAKEMAN		\$ 1,894.21
MANASSAS, CITY OF UTILITIES	10557 TERMINAL		\$ 1,185.18
MANASSAS, CITY OF UTILITIES	10549 TERMINAL		\$ 662.73
MANASSAS, CITY OF UTILITIES	10541 TERMINAL		\$ 1,117.56
MANASSAS, CITY OF UTILITIES	10529 TERMINAL		\$ 1,781.29
MANASSAS, CITY OF UTILITIES	10501 TERMINAL		\$ 6,221.64
MANASSAS, CITY OF UTILITIES	10547 TERMINAL		\$ 1,573.95
MANASSAS, CITY OF UTILITIES	10631 OBSERVATION		\$ 912.37
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		\$ 2,681.84
MANASSAS, CITY OF UTILITIES	10509 WAKEMAN DR		\$ 3,329.20
MANASSAS, CITY OF UTILITIES	10499 OBSERVATION RD		\$ 2,355.35
MANASSAS, CITY OF UTILITIES	10501 OBSERVATION RD		\$ 5,634.25
AIRPORT PROJECTS			
Vendor	Description	Past 30 Days	FY21 Gross Amount
DELTA AIRPORT CONSULTANTS INC	General Engineering		\$ 34,810.62
DELTA AIRPORT CONSULTANTS INC	Contract Taxiway G/ Taxiway Y	\$ 25,345.33	\$ 739,092.90
REYNOLDS SMITH & HILLS INC	Runway 16R/34L Rehab Design		\$ 438,622.40
CHEMUNG	CONSTRUCTION		\$ 549,674.92
REYNOLDS SMITH & HILLS INC	LOMR East Corp Expansion	\$ 120,121.78	\$ 146,373.27
REYNOLDS SMITH & HILLS INC	WEST APRON REHAB DESIGN AND BID		\$ 246,842.63
TOWER INVOICES			
Vendor	Description	Past 30 Days	FY21 Gross Amount
MANASSAS, CITY OF UTILITIES	10603 observation		\$ 2,644.27
MANASSAS, CITY OF UTILITIES	10605 observation		\$ 10,649.85
Cintas	Tower Mats	\$ 54.47	\$ 483.88
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES	\$ 832.00	\$ 14,133.09
WASHINGTON GAS	10603 Observation	\$ 303.53	\$ 1,060.23

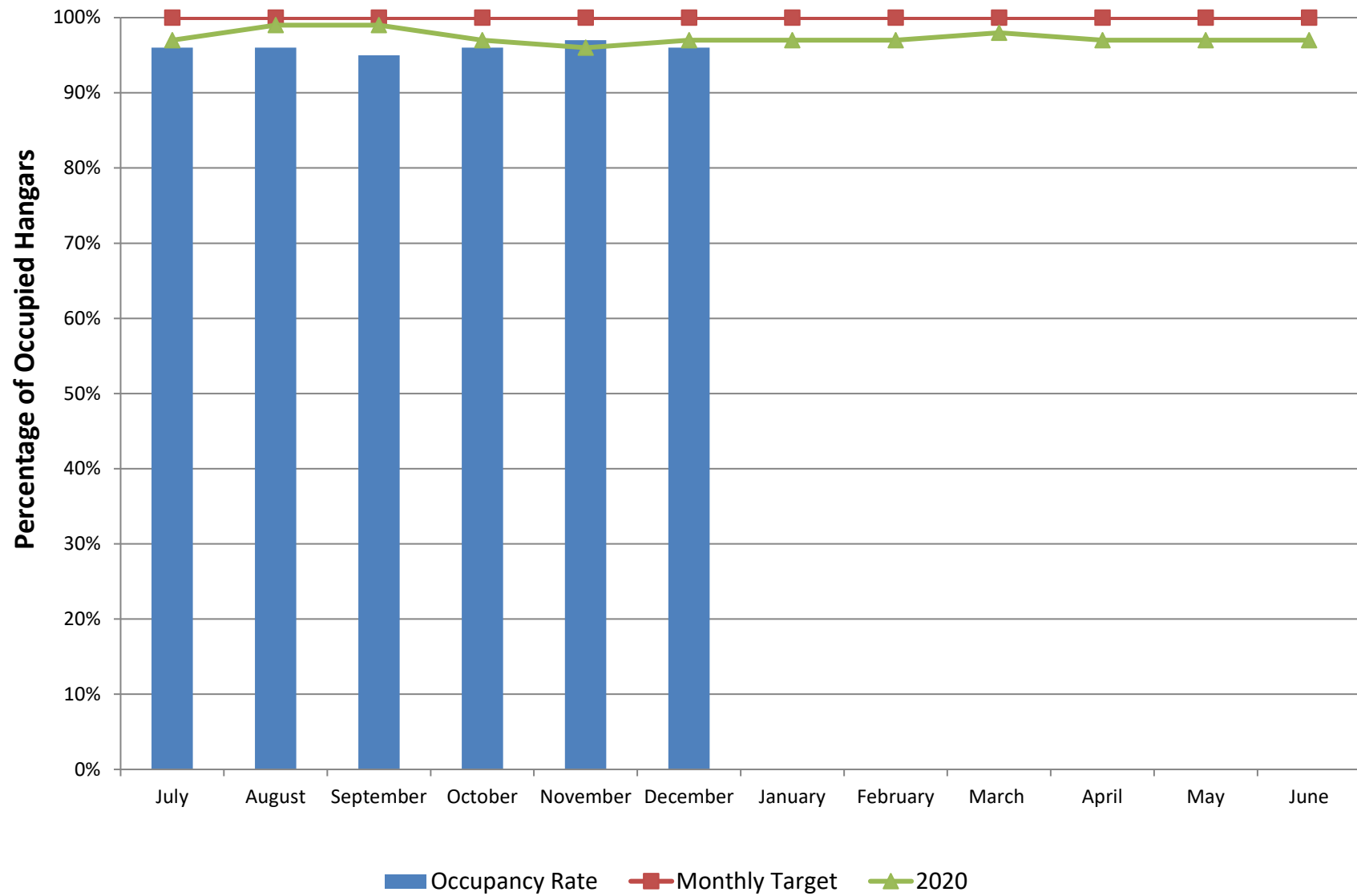
FY2021 Tie-Down Occupancy Rates



Noise Complaints FY 2020-2021



FY2021 Hangar Occupancy Rates





AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE: January 21, 2021

TIME ESTIMATE: 5 minutes

AGENDA ITEM TITLE: Quarterly Report from on Airport Maintenance

**DATE THIS ITEM WAS
LAST CONSIDERED BY
COMMISSION:** N/A

**SUMMARY OF ISSUE/
TOPIC:** This is a quarterly presentation from Airport Maintenance on projects, equipment, and other related items.

**STAFF
RECOMMENDATION:** N/A

**DISCUSSION
(IF NECESSARY):** No Discussion

**BUDGET/FISCAL
IMPACT:** N/A

STAFF: Doug McCauley, 257-8425

Attachment

Maintenance Briefing

Manassas Regional Airport

Total Number of Work Orders

WO

154

Total Corrective Maintenance (CM)

126

Total Planned Maintenance (PM)

28

These number reflect the past quarter

Item 1.1



75 percent of WO are completed within 7 Days of issue

Terminal Roof Replacement

- Terminal roof is 85 percent complete



MANASSAS REGIONAL AIRPORT COMMISSION REGULAR MEETING MINUTES

December 17th, 2020

The Manassas Regional Airport Commission held its regular meeting in City Hall, Council Chambers on the above date, attended by Chairman Dan Radtke, Vice Chairman Tom Lemmon, Juan Cabrera, Harry Clark, Richard H. Seraydarian, Howard Goodie, Ross Snare, James L. Uzzle, John Snider, and Lawrence R. Pigeon.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director), Jolene Berry (Airport Operations), and Rita Witte (Secretary)

Others present were

Chairman Radtke called the meeting to order at 7:00 p.m.

ITEM 1. **Airport Director's Report**

- a. Mr. Juan Rivera had a meeting with the city manager to discuss the CIP for the 2022 budget, which overall seemed to be a good conversation.

1.1 **Freedom Museum Update**

- a) **Tom Hueg- President of the Freedom Museum, gave an update on the status of the Freedom Museum. He explained the museum was closed from March 1st till September 1st, they received some donations but donations have been lower than normal. They have applied for grants and are seeking corporate sponsorships, though at present it does not look positive. The museum is seeking an extension of occupancy till September 2021. They will be added to the agenda in the next 60 days.**

ITEM 2. **Consent Agenda**

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If a separate discussion is desired, that item will be removed from the consent agenda and considered separately.

SUGGESTED MOTION: "I move that the Consent Agenda be approved".

SUGGESTED MOTION #2: "I move that Items # and # be removed from the Consent Agenda and be added as Items # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears".

- 2.1** Approval of Minutes: Regular Meeting of November 19th 2020. (Staff: Rita Witte)

Member Lemmon MOVED for the approval of all items on the Consent Agenda as written. **SECONDED** by Member Snare **CARRIED UNANIMOUSLY.**

ITEM 3. **Committee Reports**

- 3.1** Rules and Regulations. (Tom Lemon, Vice-Chair)

- a) Member Tom Lemon gave a brief description that the committee had received 3 comments so far.

3.2 Discuss consideration for 2 RFFP's (Member: Harry Clark)

- b) Member Harry Clark explained that neither RFFP meet the minimum qualifications for the bids to be considered.

ITEM 4. New Business

- 4.1** Review Projected Airport Expenses for FY 2022 Operating Budget. (Staff: Juan Rivera)

- 4.2** Consideration of approving the renewal of a hangar lease agreement with Bussmann Aviation beginning December 1, 2020. (Staff: Juan Rivera)

Member Seraydarian MOVED for the approval of the renewal of a hangar lease agreement with Bussmann Aviation beginning December 1, 2020, **SECONDED by Member Clark CARRIED UNANIMOUSLY.**

- 4.3** Consideration of approving the renewal of a hangar lease agreement with Rising Phoenix Aviation beginning December 1, 2020. (Staff: Juan Rivera)

Member Seraydarian MOVED for the approval of the renewal of a hangar lease agreement with Rising Phoenix Aviation beginning December 1, 2020, **SECONDED by Member Clark CARRIED UNANIMOUSLY.**

- 4.4** Consideration of approving the renewal of a hangar lease agreement with American Helicopters beginning December 1, 2020. (Staff: Juan Rivera)

- 4.5** Consideration of approving the renewal of a hangar lease agreement with American Aviation beginning December 1, 2020. (Staff: Juan Rivera)

Member Lemmon MOVED for the approval of Month to Month lease agreement for American Helicopters and American Aviation, with the following provisions: Airport staff work with the Treasurer's office to generate another Payment Agreement. That they make the \$7,000 payment on the 1st of each month. That they make their hangar and tie-down rent payments on the 1st and 15th of each month per their agreements. The Payment Plan would be made a part of the Lease Agreement.

Member Snider MOVED for An Amendment to current Motion Commission direct staff to work with tenant and treasurer to update the payment agreement made in August to better reflect reality in 2020. **SECONDED by Member Cabrera Amendment Carried with a Voted Count: "9 (Nine)" Yes, Radtke, Lemmon, Cabrera, Clark, Seraydarian, Goodie, Uzzle, Snider, and Pigeon. "1 (One) No, Snare.**

Member Clark SECONDED the motion to approve of Month to Month lease agreement for American Helicopters and American Aviation. **Motion: Carried with a Voted Count: "9 (Nine)" Yes, Radtke, Lemmon, Cabrera, Clark, Seraydarian, Goodie, Uzzle, Snider, and Pigeon. "1 (One) No, Snare.**

ITEM 5. **Old Business**

5.1 Make a Recommendation to City Council regarding the proposal received by Pritt Investment Partners for Lot B. (Member: Harry Clark)

5.2 Make a recommendation to City Council regarding the proposal received by Chantilly Air for Parcels 5 & 6. (Member: Harry Clark)

Member Clark MOVED the Recommendation to City Council that RFFP Proposals for Parcel 5 and 6 and Parcel Lot A & B are rejected for being non-responsive. **SECONDED by Member Seraydarian. Motion: Carried with a Voted Count: 9 Yes, Radtke, Lemmon, Cabrera, Clark, Seraydarian, Goodie, Uzzle, Snider, and Pigeon 1 Obtained, Snare.**

ITEM 6. **Commission Members Comments**

Commission Members may make comments or raise questions on matters of interest to the Commission.

ADJOURNMENT

Member Uzzle MOVED that the meeting adjourn. **SECONDED by Member Snare and CARRIED UNANIMOUSLY.**

The meeting adjourned at 8:38 P.M.

Secretary

Chairman

Date Approved

2021 Airport Commission Meeting City Hall 7:00pm-9:00pm
January 21st February 18th March 18th April 15th May 20th June 17th July 15th August 26th September 16th October 21st November 18th December 16th

2021 Airport Executive Committee Airport Conference Room 4:00pm-5:30pm
January 12st February 9th March 9th April 6th May 11th June 8th July 6th August 10th September 7th October 5th November 9th December 7th



Manassas Regional Airport

Airport Commission
10600 Harry J. Parrish Blvd.
Manassas, VA 20110

Meeting Date:	January 21, 2021
Time Estimate:	10 Minutes
Agenda Title:	Approve the Aviator Showcase Event.
Recommendation:	The Airport recommends approving this event as it will be an economic event for the flying community, airport tenants and Airport.
Motion:	I move that we approve the Aviator Showcase event from September 29 th to October 1, 2021.
Date Last Considered by Airport Commission:	
Summary and/or Comments:	The Airport will be sponsoring the Aviator Showcase with AOPA and Chantilly Air. This will be a single day event that includes the exhibit hall inside Chantilly Air FBO hangar while having display aircraft on their ramp. Seminars and a Pilot Town Hall will be conducted in the Terminal Building and at APP Jet Center. This event is expected to bring in up to 75 aircraft and 200 visitors at one time. If the State COVID-19 restriction are still in place for limited large gatherings, this event will not take place.
Fiscal Impact:	The Airport will be co-sponsoring this event and may have some airport giveaways.
Staff Contact:	Jolene Berry, Senior Operations Officer Jberry@manassasva.gov (703) 257-8279

Synopsis of AOPA Aviator Showcase – Goals and Metrics

The AOPA Aviator Showcase is a single-day (*or two-day, TBD*), industry-focused event designed to connect the general aviation industry with AOPA members, pilots, and the aviation community at large.

Purpose

The primary purpose is twofold:

- 1) Connect AOPA members and non-member pilots to the general aviation industry to provide them up-close access to products, services, technologies, and equipment to further their flying and aircraft ownership interests;
- 2) Connect the general aviation industry to the membership of AOPA to provide our friends and partners in the industry access to our highly valued membership to further the success of their aviation business goals.

Secondary benefits / purposes include:

- 1) Expose the larger aviation community to the local host airport, FBO(s), and aviation businesses in furtherance of their aviation business goals;
- 2) Potential to draw in active aviators who are not AOPA members to a quality event that exposes them to the value of AOPA;
- 3) Showcase AOPA products and services to members and non-members to further their loyalty to AOPA and/or attract new members;
- 4) Connect OEMs/Dealers to higher-end clientele who may be more likely to be in-market for an airframe purchase than attendees of our traditional fly-ins;
- 5) As larger events return post-pandemic, this event model can easily grow in scale. But in the short-term, it provides us a high-quality event in a scalable fashion that is still of value to achieve noted purposes with a smaller attendance.

Qualified Audience

The overall design and marketing efforts of this event will attract an audience of highly qualified leads for exhibitors to meet and speak with:

- Segmented marketing efforts will focus our promotion of the event towards active pilots, aircraft owners, and those with higher ratings, with the goal of attracting attendees who are most likely to be in-market for purchasing products, services, technology, and/or airframes;
- A gate charge of \$20/day for attendance will further qualify the audience to those most interested in engaging exhibitors;
- Educational content provided will exclusively focus on product and technology demonstrations and content related to aircraft ownership, purchasing, and financing;

Item 4.2

- Absence of other social programming and absence of promotion to the local community will diminish the less qualified audiences that tend to accompany our traditional fly-in attendance.

Structure

- Single-day (*or two-day, TBD*) event in large metropolitan locations
- Ease of access / drivable to high population base and high AOPA member density
- Two events—one in the late spring (May/June); one in the fall (September/October)
 - Potential locations: Manassas, VA; Atlanta, GA; or Philadelphia, PA
 - Potential locations: Denver, CO; Phoenix, AZ; or Dallas, TX
- 9:00 a.m. – 4:00 p.m. – Exhibit Hall / Aircraft Display / Seminars
- Exhibit Hall with 45- 50 exhibitors
- Aircraft Display with 25 – 30 aircraft
- Single track of seminars with aircraft ownership / technology focus
- Marketed to highly qualified audience
- Opportunity for additional evening sessions for industry sponsors to produce special events with AOPA Outreach Team support
- **To address any current local COVID-mitigation restrictions, the event will be marketed as “space is limited; pre-registration required.” Daily attendance will be strictly limited to current applicable health-safety regulations; AOPA will develop careful on-site mitigation protocols to satisfy all current requirements (distancing, masks, frequent cleaning, signage, etc.)**

Airfield Support Criteria

Airports that elect to host this event for AOPA will gain valuable exposure to the broader AOPA membership base, calling attention to local FBO(s) and aviation businesses, bolstering tourism interests for the local community, and increasing pilot awareness of the local airfield. To host this event, a few considerations are important:

- AOPA would like to produce the event with very minimal set-up of temporary infrastructure. Building the event around entirely existing infrastructure is most ideal;
- A large box-hanger capable of hosting the indoor exhibit hall would be most ideal; operational impact on that hangar estimated at 3 to 4 days;
- AOPA will work carefully with all on-field businesses to ensure complete non-interruption of typical business, and has years of expertise designing creative operational plans to integrate events of this nature with ongoing business operations;
- Ample ramp space will be needed for the aircraft display and increased transient traffic; AOPA will work with airport management to develop appropriate site layouts and operational plans;
- It is anticipated that approximately 150-200 general aviation aircraft would operate transiently to attend the event; AOPA will work with airport management and air traffic

Item 4.2

control to develop operations plans and will support those operations with on-site professional leadership.

Metrics

AOPA will seek to achieve the following metrics:

- 1,000 attendees per event (unless restricted by pandemic mitigation regulations; then achieving maximum attendance permitted by law below 1,000)
- 80% satisfaction rating from attendees surveyed post-event, expressing value of:
 - Connecting with industry leaders
 - Learning about products, services, technologies, and aircraft available to them
 - Being exposed to potential purchases the attendee could make
 - Engagement with AOPA leadership, products and services
- 80% satisfaction rating from exhibitors surveyed post-event, expressing value of:
 - Quality of attendees present
 - Quality of lead generation achieved
 - Quality of sponsorship assets received in return for investment



Manassas Regional Airport

Airport Commission
10600 Harry J. Parrish Blvd.
Manassas, VA 20110

Meeting Date:	January 21, 2021
Time Estimate:	10 Minutes
Agenda Title:	Consideration of The Freedom Museum's request for a six month extension of their Letter of Agreement (LOA) with the Airport. N/A
Recommendation:	
Suggested Motions:	<p>I hereby move that the Airport extend the current Freedom Museum Letter of Agreement termination date of March 1 2021 to June 1, 2021 to facilitate the vacating of all of their displays and materials from the lobby and back office by that date. OR</p> <p>I hereby move that the Airport extend the current Freedom Museum Letter of Agreement termination date of March 1, 2021 to August 31, 2021.</p>
Date Last Considered by Airport Commission:	December 2020
Summary and/or Comments:	The Freedom Museum has been occupying the terminal building for over two decades, rent free. The Airport Commission approved a six month extension to the LOA in September 2020 at the Museum's request. The Museum has requested an additional six month extension starting on March 1, 2021.
Fiscal Impact:	No rent is paid to the Airport for occupying the terminal space.
Staff Contact:	Jolene Berry, Senior Operations Officer Jberry@manassasva.gov (703) 257-8279

FREEDOM MUSEUM BACKGROUND INFORMATION

January 15, 2021

- The Freedom Museum was created in 1999 to memorialize the contributions of certain citizens of Prince William County, the City of Manassas and surrounding areas in the defense of our country.
- In 1999 The Freedom Museum was given a one-year lease for the use of the lobby area of the Manassas Regional Airport while they developed site and building plans for a permanent home.
- Numerous extensions have been granted to The Freedom Museum over the past twenty one years with the unfulfilled promise that fund raising efforts were being conducted for the acquisition of a suitable building site and construction of a building to house the museum.
- Over the said twenty one year period no evidence has been presented showing fund raising efforts have been successful.
- Each non-revenue lease extension has not been effective in supporting the efforts of the Museum to develop plans for a new location.
- The Airport Commission is not permitted to provide free office or hangar space to other charitable organizations on the airport without the expressed consent of the City Council.
- The continued presence of the Museum in the Terminal Lobby is restricting the utilization of that area for aviation activities.
- The continued use of the lobby area by the Museum without financial compensation is denying the Airport justly deserved revenue.
- The continued presence of the Museum is a discouraging effect on solicitating future aviation related businesses especially for one that would like to begin an aviation activity in an expeditious manner.

January 15, 2021

Freedom Museum Background Information

Page Two

- Certain repairs to the interior of the lobby area which are now necessary are unable to be done because of the presence of the Museum.
- The Airport is not able, due to the Museum's presence, to make cosmetic improvements or add aviation art to the lobby area which would attract profitable aviation activities for their use.

Airport



Item 5.1

DEPARTMENT OVERVIEW

Airport Fund
Airport

MISSION STATEMENT

The Manassas Regional Airport provides modern facilities and excellent services for business and general aviation in Northern Virginia and the Washington, D.C. area. As a catalyst for our community's economic vitality, Manassas Regional Airport Achieves the highest levels of safety, customer satisfaction, and fiscal responsibility.

BUDGET HIGHLIGHTS

- Major changes include increased revenue from hangar rentals fees and standard adjustments to salaries, benefits, and internal service charges
- The Airport's budget is balance
- There is a 28% increase in the airport's operating budget from last year
- Moved \$1.4 million from the Airport's unrestricted cash to pay for the construction of West Corporate Development Site/Drainage Improvements (A-087)
- The budget contributes \$537,700 to retained earnings

PRIOR YEAR ACCOMPLISHMENTS

- Constructed Taxiway G and Taxilane Y
- APP Jet Center Ground Breaking for a new 19,000 sf hangar
- Completed FAA and Department of Aviation Safety Inspections
- Updated Airport's Financial Plan
- Completed CLOMAR process for west side development
- Completed design of West Side Corporate Development and Drainage project
- Chantilly Air Jet Center Completed
- Supplemental Windsock relocated
- Airport Minimum Standards Updated
- 16R/34L Runway Rehabilitation Completed
- Purchased Runway Closure X's
- Coordinated a fly-over for Doctors and Nurses at the NOVANT Hospital in Manassas – May
- Terminal Roof Replacement Completed
- Terminal Elevator Modification Completed

Item 5.1

DIVISION SUMMARY

Airport Fund
Airport
Administration

FUNCTIONS / ACTIVITIES

The Administration Division oversees development, operations, maintenance, and all other functions regarding the Manassas Regional Airport, the busiest General Aviation airport in Virginia. It also ensures compliance with all federal and state aviation regulations; initiates and manages Airport improvement projects totaling \$32.9 million that are funded by federal and/or state grants as dictated by the Airport Master Plan and State Six-Year Plan; and negotiates, drafts, and monitors performance of twelve franchises, leases and contracts.

OBJECTIVES	CITY COUNCIL PRIORITY & GOAL
1 Continue to provide a safe and secure airport environment for aircraft operations	Sustaining Excellence SE-4
2 Manage the Airport resources and expenditures to maintain a totally self-supporting budget that does not rely on the General Fund	Sustaining Excellence SE-3
3 Completing the update of the Airport's Master Plan to enhance the quality of facilities	Economic Prosperity EP-2
4 Develop the north west airport corridor in order to attract new business to the airport	Economic Prosperity EP-1
5 Maintain the highest quality of facilities and service levels to the aviation community	Sustaining Excellence SE-3

SERVICE EFFORTS AND MEASURES	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Proj.	FY 2022 Budget
Efficiency (Workload)					
1 # of incidents / accidents	1 / 0	2 / 0	3 / 0	2 / 0	3 / 0
Efficiency (Workload)					
2 # of noise complaints / # of operations	10 / 83,130	39 / 75,316	15 / 86,000	45 / 79,500	15 / 81,000
Input (Workload)					
3 # of total operations / # of based aircraft	83,130 / 395	75,316 / 392	86,000 / 405	79,500 / 400	81,000 / 405
Efficiency (Workload)					
4 % of airport expenditures covered by airport revenues	127%	139%	100%	103%	100%
Outcome (Effectiveness)					
5 Operating revenues per based aircraft	\$8,141	\$8,203	\$8,779	\$8,441	\$8,815
Efficiency (Workload)					
6 Operating revenues per aircraft operation	\$38.68	\$42.70	\$39.26	\$42.47	\$44.08
Efficiency (Workload)					
7 Operating expenditures per aircraft operation	\$48.97	\$30.72	\$39.26	\$43.73	\$61.36

Item 5.1

DIVISION SUMMARY

Airport Fund

Airport

Administration

Efficiency (Workload)						
8	# of runway incursions	1	1	0	2	0

Item 5.1

	A	B	C	D	E	F	G	H	I	J
1	Airport - Operations									
2	Account Type	Organization	Object	Account Description	2019 Actuals	2020 Actuals	2021 Original Budget	2021 Revised Budget	2022 Department Budget	Change From Adopted
3	Expense	57003703	411000	Salaries and Wages	\$448,195.50	\$497,034.57	\$590,000.00	\$590,000.00	\$590,000.00	\$0.00
4	Expense	57003703	411020	Board and Elections Stipends	\$2,900.00	\$4,784.42	\$11,700.00	\$11,700.00	\$10,000.00	(\$1,700.00)
5	Expense	57003703	411075	S&W-Housing Stipend	\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$0.00	(\$3,200.00)
6	Expense	57003703	412000	S&W-On-Call	\$22,816.67	\$23,275.86	\$23,300.00	\$23,300.00	\$23,300.00	\$0.00
7	Expense	57003703	416000	S&W-Overtime	\$23,595.35	\$14,248.48	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
8	Expense	57003703	416010	Hours Worked on a Holiday	\$93.39	\$635.79	\$800.00	\$800.00	\$800.00	\$0.00
9	Expense	57003703	416055	Inclement Weather Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Expense	57003703	416063	Interest VA Code 9.1 704	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Expense	57003703	420000	Employee Benefits	\$0.00	\$0.00	\$240,000.00	\$240,000.00	\$240,000.00	\$0.00
12	Expense	57003703	420002	Deferred Compensation	\$1,684.15	\$2,054.69	\$0.00	\$0.00	\$0.00	\$0.00
13	Expense	57003703	420004	FICA	\$35,427.84	\$38,636.81	\$0.00	\$0.00	\$0.00	\$0.00
14	Expense	57003703	420006	Virginia Retirement System	\$50,614.27	\$56,681.96	\$0.00	\$0.00	\$0.00	\$0.00
15	Expense	57003703	420008	Group Health	\$50,180.38	\$63,981.35	\$0.00	\$0.00	\$0.00	\$0.00
16	Expense	57003703	420010	Worker's Compensation	\$5,988.51	\$4,786.28	\$0.00	\$0.00	\$0.00	\$0.00
17	Expense	57003703	420012	Group Term Life Insurance	\$5,445.99	\$6,061.56	\$0.00	\$0.00	\$0.00	\$0.00
18	Expense	57003703	420014	Long Term Disability	\$1,457.48	\$1,974.39	\$0.00	\$0.00	\$0.00	\$0.00
19	Expense	57003703	420016	Unemployment	\$197.70	\$183.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Expense	57003703	420031	Car Allowance	\$6,000.02	\$6,046.17	\$6,030.00	\$6,030.00	\$6,030.00	\$0.00
21	Expense	57003703	420032	Clothing Allowance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Expense	57003703	431000	Professional Services	\$128,110.30	\$23,906.68	\$70,000.00	\$86,244.86	\$75,000.00	\$5,000.00
23	Expense	57003703	431004	Legal Fees	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
24	Expense	57003703	431005	City Attorney Fees	\$173.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Expense	57003703	432000	Temporary Help Services	\$11,980.45	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
26	Expense	57003703	433000	Maintenance Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Expense	57003703	435000	Print Bind Photo Services	\$120.00	\$636.87	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
28	Expense	57003703	436000	Advertising Services	\$32,753.95	\$70,366.20	\$50,000.00	\$50,603.66	\$60,000.00	\$10,000.00
29	Expense	57003703	439000	Other Purchased Services	\$4,322.51	\$8,992.63	\$18,000.00	\$26,052.00	\$18,000.00	\$0.00
30	Expense	57003703	439010	Board Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Expense	57003703	439044	City Attorney Misc Exp Advance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Expense	57003703	441000	Information Technology Charges	\$49,590.00	\$44,070.00	\$49,850.00	\$49,850.00	\$52,850.00	\$3,000.00
33	Expense	57003703	441005	Phones and Voicemail Charges	\$18,800.00	\$18,340.00	\$19,260.00	\$19,260.00	\$20,420.00	\$1,160.00
34	Expense	57003703	441045	IT GIS Mapping Charges	\$17,500.00	\$14,770.00	\$18,450.00	\$18,450.00	\$19,560.00	\$1,110.00
35	Expense	57003703	441050	IT Purchases Mid-Year	\$7,647.18	\$1,087.74	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
36	Expense	57003703	442000	Motor Vehicle Charges	\$33,741.31	\$45,290.00	\$46,440.00	\$46,440.00	\$49,230.00	\$2,790.00
37	Expense	57003703	442050	Vehicle Purch Mid-Year Airport	\$125,559.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Expense	57003703	444000	Cost Allocation Charges	\$122,250.00	\$178,480.00	\$182,050.00	\$182,050.00	\$192,970.00	\$10,920.00
39	Expense	57003703	447000	Radio Charges	\$1,530.00	\$1,530.00	\$1,550.00	\$1,550.00	\$1,640.00	\$90.00
40	Expense	57003703	451001	Utilities	\$20,271.12	\$22,832.05	\$17,000.00	\$17,000.00	\$20,000.00	\$3,000.00
41	Expense	57003703	451002	City Utility Charges	\$123,865.70	\$125,725.26	\$125,000.00	\$125,000.00	\$127,000.00	\$2,000.00
42	Expense	57003703	452003	Cell Phone Charges	\$3,745.07	\$3,713.07	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
43	Expense	57003703	452004	Pager Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Item 5.1

	A	B	C	D	E	F	G	H	I	J
2	Account Type	Organization	Object	Account Description	2019 Actuals	2020 Actuals	2021 Original Budget	2021 Revised Budget	2022 Department Budget	Change From Adopted
44	Expense	57003703	452007	Cable/Satellite TV Service	\$1,526.47	\$1,489.34	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
45	Expense	57003703	452008	Telephone Service Charges	\$137.75	\$193.25	\$150.00	\$150.00	\$500.00	\$350.00
46	Expense	57003703	452009	Long Distance Charges	\$0.00	\$0.00	\$100.00	\$100.00	\$0.00	(\$100.00)
47	Expense	57003703	453000	Insurance	\$30,541.00	\$32,756.00	\$32,000.00	\$32,000.00	\$55,500.00	\$23,500.00
48	Expense	57003703	454001	Operating Leases	\$2,629.82	\$2,916.68	\$3,500.00	\$5,107.38	\$3,500.00	\$0.00
49	Expense	57003703	455001	Mileage	\$166.93	\$137.23	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
50	Expense	57003703	455002	Training and Travel	\$8,005.84	\$8,358.28	\$12,500.00	\$12,500.00	\$12,500.00	\$0.00
51	Expense	57003703	455005	Meeting / Business Expense	\$6,984.21	\$2,544.08	\$4,500.00	\$4,500.00	\$8,000.00	\$3,500.00
52	Expense	57003703	458000	Dues Memberships & Other Exp	\$5,915.00	\$5,270.00	\$6,900.00	\$6,900.00	\$6,500.00	(\$400.00)
53	Expense	57003703	458099	Miscellaneous Expense--Airport	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
54	Expense	57003703	461000	Office Supplies	\$2,961.95	\$1,841.49	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
55	Expense	57003703	462000	Other Supplies	\$1,515.34	\$26,858.76	\$10,000.00	\$10,000.00	\$5,000.00	(\$5,000.00)
56	Expense	57003703	463000	Books and Subscriptions	\$0.00	\$227.00	\$500.00	\$500.00	\$500.00	\$0.00
57	Expense	57003703	464000	Uniforms and Safety Apparel	\$3,415.66	\$2,108.96	\$3,000.00	\$3,000.00	\$3,500.00	\$500.00
58	Expense	57003703	471000	Equipment & Machinery Purch	\$0.00	\$0.00	\$0.00	\$0.00	\$46,000.00	\$46,000.00
59	Expense	57003703	495002	Salary and Wage Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$44,200.00	\$44,200.00
60				Total	\$1,420,357.58	\$1,364,826.90	\$1,612,780.00	\$1,639,287.90	\$1,784,500.00	\$171,720.00
61	Airport - Maintenance									
62	Expense	57003710	433000	Maintenance Services	\$32,283.75	\$11,709.98	\$55,000.00	\$63,854.64	\$55,000.00	\$0.00
63	Expense	57003710	433001	Refuse Collection Services	\$5,412.27	\$5,573.76	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
64	Expense	57003710	433003	Janitorial Services	\$14,849.61	\$15,245.46	\$25,000.00	\$25,883.48	\$25,000.00	\$0.00
65	Expense	57003710	433006	Mowing Services	\$2,664.00	\$12,683.45	\$17,200.00	\$22,180.55	\$17,200.00	\$0.00
66	Expense	57003710	433008	HVAC	\$7,279.00	\$2,431.76	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
67	Expense	57003710	433009	Elevator Services	\$2,728.75	\$1,320.00	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
68	Expense	57003710	433010	Snow Removal	\$4,623.86	\$4,004.27	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
69	Expense	57003710	433012	Airfield Lighting Maintenance	\$5,740.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
70	Expense	57003710	433014	Elevator Inspections	\$779.76	\$2,095.72	\$1,200.00	\$1,200.00	\$2,000.00	\$800.00
71	Expense	57003710	433015	Vehicle/Apparatus Maintenance	\$26,175.58	\$15,324.14	\$30,000.00	\$30,000.00	\$35,000.00	\$5,000.00
72	Expense	57003710	439000	Other Purchased Services	\$32,528.84	\$13,348.49	\$36,000.00	\$36,000.00	\$36,000.00	\$0.00
73	Expense	57003710	439004	Paving Services	\$175.94	\$0.00	\$15,000.00	\$15,000.00	\$65,000.00	\$50,000.00
74	Expense	57003710	439008	Hazmat Disposal	\$6,570.10	\$0.00	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
75	Expense	57003710	439014	Security Services	\$91,131.02	\$85,621.15	\$91,800.00	\$95,975.63	\$92,000.00	\$200.00
76	Expense	57003710	454004	Miscellaneous Rentals	\$0.00	\$272.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
77	Expense	57003710	455002	Training and Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	Expense	57003710	455005	Meeting / Business Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79	Expense	57003710	462000	Other Supplies	\$29,269.53	\$7,406.44	\$25,000.00	\$25,000.00	\$26,000.00	\$1,000.00
80	Expense	57003710	462001	Tools	\$2,046.53	\$2,587.27	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
81	Expense	57003710	462044	Airfield Lighting Supplies	\$5,661.00	\$5,872.42	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
82	Expense	57003710	462046	Airport Hanger Supplies	\$7,108.28	\$16,706.43	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
83	Expense	57003710	462047	Airfield Supplies	\$1,509.66	\$7,022.12	\$11,000.00	\$11,000.00	\$11,000.00	\$0.00
84	Expense	57003710	462048	Security Supplies	\$6,340.41	\$50,927.72	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
85	Expense	57003710	462052	Terminal Grounds Supplies	\$1,675.54	\$3,510.16	\$3,500.00	\$3,500.00	\$5,000.00	\$1,500.00

Item 5.1

	A	B	C	D	E	F	G	H	I	J
	Account Type	Organization	Object	Account Description	2019 Actuals	2020 Actuals	2021 Original Budget	2021 Revised Budget	2022 Department Budget	Change From Adopted
2										
86	Expense	57003710	462067	Maintenance Supplies	\$2,384.29	\$1,717.10	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
87	Expense	57003710	466000	Building and Repair Materials	\$16,287.63	\$15,958.83	\$30,000.00	\$30,000.00	\$35,000.00	\$5,000.00
88	Expense	57003710	467000	Fuels/Oils/Lubricants	\$3,411.25	\$10,379.89	\$5,500.00	\$5,500.00	\$11,500.00	\$6,000.00
89	Expense	57003710	468000	Vehicle/Equipment Parts/Supp	\$21,115.14	\$14,176.89	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
90	Expense	57003710	471000	Equipment & Machinery Purch	\$17,072.92	\$83,451.46	\$25,000.00	\$25,000.00	\$60,000.00	\$35,000.00
91				Total	\$346,824.66	\$389,346.91	\$530,200.00	\$549,094.30	\$634,700.00	\$104,500.00
92	Airport - FAA Tower Non-Reimb									
93	Expense	57003711	433000	Maintenance Services	\$0.00	\$0.00	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00
94	Expense	57003711	433008	HVAC	\$13,159.00	\$1,874.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
95	Expense	57003711	433009	Elevator Services	\$533.15	\$498.56	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
96	Expense	57003711	433014	Elevator Inspections	\$964.34	\$886.01	\$1,000.00	\$1,104.56	\$1,000.00	\$0.00
97	Expense	57003711	462000	Other Supplies	\$378.77	\$8.97	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
98				Total	\$15,035.26	\$3,267.54	\$23,500.00	\$23,604.56	\$23,500.00	\$0.00
99	Airport - FAA Tower Reimb									\$0.00
100	Expense	57003712	433000	Maintenance Services	\$10,464.18	\$10,497.06	\$12,000.00	\$12,836.92	\$14,000.00	\$2,000.00
101	Expense	57003712	451002	City Utility Charges	\$15,392.14	\$14,266.55	\$18,500.00	\$18,500.00	\$18,500.00	\$0.00
102	Expense	57003712	451003	Heating Fuel Oil or Gas	\$160.89	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
103				Total	\$26,017.21	\$24,763.61	\$31,500.00	\$32,336.92	\$33,500.00	\$2,000.00
104	Airport - Special Projects									
105	Expense	57003713	416000	S&W-Overtime	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
106	Expense	57003713	420000	Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
107	Expense	57003713	420002	Deferred Compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
108	Expense	57003713	420004	FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
109	Expense	57003713	420006	Virginia Retirement System	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110	Expense	57003713	420008	Group Health	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
111	Expense	57003713	420012	Group Term Life Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
112	Expense	57003713	420014	Long Term Disability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
113	Expense	57003713	431000	Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
114	Expense	57003713	431003	Marketing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115	Expense	57003713	433003	Janitorial Services	\$2,989.96	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
116	Expense	57003713	439000	Other Purchased Services	\$2,933.59	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
117	Expense	57003713	439014	Security Services	\$8,079.80	\$0.00	\$500.00	\$500.00	\$500.00	\$0.00
118	Expense	57003713	462000	Other Supplies	\$1,047.00	\$0.00	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00
119				Total	\$15,050.35	\$0.00	\$33,000.00	\$33,000.00	\$33,000.00	\$0.00
120	Airport - Debt Service									
121	Expense	57003793	439100	Bond Sale Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
122	Expense	57003793	462000	Other Supplies	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$100,000.00	\$25,000.00
123	Expense	57003793	481001	Principal - Bonds Payable	\$2,121,852.36	\$195,384.47	\$205,560.00	\$205,560.00	\$211,030.00	\$5,470.00
124	Expense	57003793	481021	Interest - Bonds Payable	\$78,800.06	\$43,696.01	\$34,860.00	\$34,860.00	\$30,170.00	(\$4,690.00)
125	Expense	57003793	481030	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126	Expense	57003793	482021	Interest on Interfund Loan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Item 5.1

	A	B	C	D	E	F	G	H	I	J
2	Account Type	Organization	Object	Account Description	2019 Actuals	2020 Actuals	2021 Original Budget	2021 Revised Budget	2022 Department Budget	Change From Adopted
127	Expense	57003793	492575	Transfer to Airport Capital	\$111,878.00	\$358,076.00	\$500,000.00	\$500,000.00	\$1,582,000.00	\$1,082,000.00
128	Expense	57003793	496004	Contrib to Net Position	\$0.00	\$0.00	\$509,160.00	\$509,160.00	\$537,700.00	\$28,540.00
129				Total	\$2,312,530.42	\$597,156.48	\$1,324,580.00	\$1,324,580.00	\$2,460,900.00	\$1,136,320.00
130										
131										
132				Department Total	\$4,135,815.48	\$2,379,361.44	\$3,555,560.00	\$3,601,903.68	\$4,970,100.00	\$1,414,540.00
133										
134										
135				FUND BALANCE AS OF JUNE 30, 2020	\$8,333,777.00					

Item 5.1

	A	B	C	D	E	F	G	H	I	J
1	Account Type	Organization	Object	Account Description	2019 Actuals	2020 Actuals	2021 Original Budget	2021 Revised Budget	2022 Department Budget	Change From Adopted
2	Revenue	57097400	315001	Interest on Pooled Cash	\$73,293.32	\$45,098.02	\$0.00	\$0.00	\$0.00	\$0.00
3	Revenue	57097400	315003	Interest on Investment	\$30,227.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Revenue	57097400	315200	Leases and Rents	\$1,843,543.02	\$1,933,708.36	\$2,133,220.00	\$2,133,220.00	\$2,179,340.00	\$46,120.00
5	Revenue	57097400	315203	Rent-Candy Factory	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Revenue	57097400	315204	Hangar Rentals	\$963,623.13	\$985,510.45	\$958,790.00	\$958,790.00	\$958,790.00	\$0.00
7	Revenue	57097600	317510	Airport Tie-Down Fees	\$80,756.61	\$106,081.73	\$70,000.00	\$70,000.00	\$70,000.00	\$0.00
8	Revenue	57097600	317520	Airport Fuel Flowage Fees	\$216,084.12	\$196,083.25	\$233,270.00	\$233,270.00	\$208,390.00	(\$24,880.00)
9	Revenue	57097600	317530	Airport Security Surcharge	\$56,415.40	\$48,592.98	\$54,000.00	\$54,000.00	\$52,000.00	(\$2,000.00)
10	Revenue	57097600	317535	Airport Car Rental Revenue	\$33,172.27	\$28,727.70	\$20,200.00	\$20,200.00	\$16,000.00	(\$4,200.00)
11	Revenue	57097700	318000	Miscellaneous Revenues	\$12,112.40	\$12,647.26	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
12	Revenue	57097700	318426	Card Replacement Fees	\$190.00	\$245.00	\$200.00	\$200.00	\$200.00	\$0.00
13	Revenue	57097700	318435	Insurance Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Revenue	57097700	318436	Legal Expense Reimbursement	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	(\$500.00)
15	Revenue	57097700	318650	Airport Commercial Op Permit	\$5,235.00	\$5,150.00	\$6,600.00	\$6,600.00	\$6,600.00	\$0.00
16	Revenue	57097700	318710	Cash Over/Short-Airport	(\$0.12)	(\$1.01)	\$0.00	\$0.00	\$0.00	\$0.00
17	Revenue	57097700	318904	Sale of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Revenue	57097900	322071	VA State Reimbursements	\$33,134.71	\$50,097.42	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
19	Revenue	57098100	324003	FEMA Reimb-State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Revenue	57098200	332010	FAA Tower Rent from Fed Govt	\$10,367.98	\$17,551.55	\$15,580.00	\$15,580.00	\$15,580.00	\$0.00
21	Revenue	57098200	332011	FAA Tower Reimbursements	\$39,879.00	\$28,872.00	\$25,700.00	\$25,700.00	\$25,700.00	\$0.00
22	Revenue	57098300	333101	FEMA Reimb-Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Revenue	57098400	333010	CARES Act Funding COVID-19	\$0.00	\$157,000.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Revenue	57098688	341000	Capital Contributions	\$515,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Revenue	57098900	344010	Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Revenue	57099100	346400	Contr Surplus-Net Position	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	\$1,400,000.00
27	Revenue	57099100	346401	Contr Surplus-Restr Net Postn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	Revenue	57099100	346500	Contr Surplus-Encumbrances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29				TOTAL	\$3,913,034.60	\$3,615,364.71	\$3,555,560.00	\$3,555,560.00	\$4,970,100.00	\$1,414,540.00



MANASSAS REGIONAL AIRPORT
10600 Harry J Parrish Blvd
2nd Floor
Manassas, VA 20110

LEASE AGREEMENT (For Commercial Hangar Space)

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into and dated this 1st day of 2021 (the “*Effective Date*”), by and between the **CITY OF MANASSAS**, a Virginia municipal corporation (hereinafter referred to as “*Landlord*” or the “*City*” as the context may require); and American Helicopters, a [Corporation, Individual
or Limited Liability Partnership] (hereinafter referred to as “*Tenant*”).

RECITALS:

WHEREAS, the City is a municipal corporation that owns and operates the Manassas Regional Airport located in Manassas, Virginia (the “*Airport*”); and

WHEREAS, City owns and controls certain aircraft Hangar facilities at the Airport (the “*Hangar Facility*”); and

WHEREAS, Tenant wishes to lease from Landlord of the hangar Units as described in Section 1.1 below for Permitted Use and no other purpose, and Landlord, for and in consideration of the rents and all other charges and payments hereunder and of the covenants, agreements, terms, provisions, and conditions to be kept and performed hereunder by Tenant, grants and conveys to Tenant, and Tenant hereby hires and takes from Landlord, a leasehold interest in the Unit, subject to all matters hereinafter set forth and upon and subject to the covenants, agreements, terms, provisions, and conditions of this Lease for the term hereinafter stated.

NOW, THEREFORE, Landlord and Tenant hereby agree to the following:

ARTICLE - I **(DESCRIPTION OF HANGAR)**

1.1 DESCRIPTION OF UNIT. The Hangar space subject to this Lease is described as follows (hereinafter, “*Unit*”):

Hangar Number:	E3 - 10505
Hangar Location:	[East or West]
Hangar Size:	50x60
Office Space:	[Included in Unit - Yes/No]

1.2 LIST OF AIRCRAFT. Upon request, the Tenant shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director(hereinafter “*Authorized Aircraft.*”).

1.3 LEASE OF UNIT. Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord the Unit for the storage of the Permitted Uses found in Section 4.1 and for no other purpose, all upon the express terms and conditions as contained in this Lease.

1.4 CONDITION OF UNIT. Tenant shall accept the Unit in its present As-Is condition without any liability or obligation on the part of Landlord to make any alterations, improvements, or repairs of any kind on or about said Unit.

1.5 RULES AND REGULATIONS. This Lease and the Tenant of the Unit shall at all times be subject to the conditions hereinafter set forth and the Manassas Regional Airport Minimum Standards and Rules and Regulations as adopted and modified from time to time by the City, which terms and conditions are incorporated herein by reference. By signing this Lease, the Tenant acknowledges that he or she has read and understood the Rules and Regulations.

ARTICLE - II (TERM)

2.1 TERM. This Lease shall commence effective on February 1, 2021 (the “*Commencement Date*”) and shall continue as a month-to-month tenancy (the Lease Term). Either Landlord or Tenant may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party.

ARTICLE - III (RENT, FEES, AND CHARGES)

3.1 RENT. Tenant shall pay rent to Landlord under this Lease at the rate of One Thousand Seven Hundred Sixty-Six and 14/100 Dollars (\$ 1,766.14) per month for use of the Unit identified above (the “*Rent*”). The first monthly payment of Rent shall be due and payable upon execution of this Lease by Tenant and subsequent payments of Rent shall be due and payable in advance on or before the first (1st) day of each subsequent month thereafter during the Lease Term.

3.2 RENT ADJUSTMENT. The rent shall be increased by Two and Nine-Tenths Percent (2.9%) at the end of each twelve (12) month period. The escalated Rent so determined shall be the “*Rent*” for all purposes of this Lease, including the calculation of the increase in Rent for the subsequent Term.

3.3 ADDITIONAL RENT. At the time of the execution of this Lease Agreement, the Tenants indebted to the City of Manassas of \$13,730.96 (Thirteen Thousand Seven Hundred Thirty Dollars 96/100 Dollars). In addition to all rents, fees, and charges due under this Article III, the Tenant agrees to pay to the City the amount of \$1,400.00 (One Thousand Four Hundred 00/100 Dollars) on or before the first day of each month until the existing indebtedness has been paid in full. Such payments shall be considered as “Additional Rent” under this Lease Agreement, and any failure to pay the Additional Rent by the specified due date shall be a default under this Lease Agreement, and this Lease Agreement shall be subject to termination. If this Lease Agreement is terminated for any reason the entire outstanding balance of the existing indebtedness shall become immediately due and payable.

3.3

LATE PAYMENTS. Payment of Rent and Additional Rent is due on the first (1st) day of each month. If any or all of the Rent and Additional Rent is not remitted on the 1st, payment shall be considered overdue and delinquent on the 3rd day of the month. Any payment of Rent or Additional Rent which is received by the Landlord after the first (1st) of any month during the Term, shall be subject to a late fee equal to Thirty and 00/100 Dollars (\$30.00). The late fee shall be due with the payment for the same month it was due.

3.4 SECURITY DEPOSIT. Simultaneously with the execution of this Lease by Tenant, Tenant shall post a security deposit with Landlord in the amount of One Thousand Five Hundred and 00/100 Dollars (\$ 1,500.00) (the “***Security Deposit***”). The Security Deposit shall constitute security for payment of Rent, Additional Rent, and any and all other obligations of Tenant under this Lease. If Tenant defaults, beyond any applicable cure period, with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent, Additional Rent or any other payment due under this Lease, and the obligation of Tenant to maintain the Unit and deliver possession thereof back to Landlord at the expiration or earlier termination of the Lease Term in the condition required herein, then Landlord may (without any waiver of Tenant’s default being deemed to have occurred) apply all or any part of the Security Deposit to the payment of any sum in default beyond any applicable cure period, or any other sum which Landlord may be required or deemed necessary to spend or incur because of Tenant’s default or to satisfy in part or in whole any damages suffered by Landlord as a result of Tenant’s default which continues to exist beyond any applicable cure period. In the event of such application, the Tenant shall promptly deposit with Landlord the amount necessary to restore the Security Deposit to the full amount set forth above. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent, nor a measure of Landlord’s damages in the event of any default by Tenant. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within thirty (30) days after the expiration or sooner termination of this Lease. In the event of a sale or transfer of Landlord’s estate or interest in the Hangar Facility, Landlord shall transfer the Security Deposit to the purchaser or transferee, and upon such transfer, Landlord shall be considered fully released by Tenant from all liability for the return of the Security Deposit.

3.5 KEY/LOCK REPLACEMENT FEE. Upon execution of this Lease, the Tenant will receive Two key (s) for the Unit. Duplication of the security keys will not be permitted and any duplication of the assigned keys by Tenant without Landlord’s express written consent shall be grounds for termination of this Lease

3.5.1 Lockout/Replacement of Keys. If the Tenant at any time misplaces its keys or access codes and becomes locked out of the Unit after the Commencement Date of this Lease, Landlord will provide Tenant with access free of charge at first such occurrence. For any additional subsequent lock-outs, the Tenant shall be charged and will pay Landlord a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents. If the key was stolen, the Landlord shall be notified by the Tenant and a copy of the filed police report must be provided to the Landlord.

3.5.2 Additional Keys. If the Tenant requires additional keys, the Landlord will issue the additional key at the cost prescribed by Landlord in its rates and fees schedules or other related documents. This fee will be non-refundable to the Tenant.

3.5.3 Return of Keys. Upon expiration or earlier termination of this Lease, Tenant shall

return all keys for the Unit to Landlord. Failure to return issued keys will result in a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents.

3.5.4 Security. Tenant shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. No private locks of any type are allowed on any door of the Unit. Tenant shall ensure that the Landlord has access to the Unit at all times. Tenant agrees to abide by and cooperate with Landlord in the enforcement and implementation of all applicable Airport security regulations and measures. Tenant shall be responsible for securing the Unit and the Authorized Aircraft and equipment stored therein at all times. Violation of this Section shall constitute an Event of Default and grounds for the Landlord to immediately terminate this Lease and to seek such other additional remedies in law or equity which may be available to Landlord.

3.6 UTILITIES. The tenant shall pay for all metered utilities that are associated with the assigned Unit. The Landlord shall allow the providers of such utilities reasonable access.

3.6.1 Unmetered Utilities. Landlord shall provide utilities without additional cost to Tenant for any unmetered utility, provided, however, that the Landlord reserves the right to assess an additional fee for the consumption of utilities by Tenant beyond normal requirements as determined solely by Landlord. The Landlord or Tenant may elect to install separate meters on all unmetered utilities to the Unit. The tenant shall be responsible for paying any formerly-unmetered utility from and after the date the meter is installed.

3.7 TAXES. Tenant shall be responsible for all personal property taxes, real estate taxes, gross receipt taxes, etc., levied with respect to Tenant's business operations conducted on the property.

3.8 ADDITIONAL FEES AND CHARGES. In the event, the Airport must increase security because of special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.

3.8 ORDER IN WHICH FUNDS ARE APPLIED. All payments received from the Tenant will be applied first to the amounts that have been delinquent or outstanding the longest, including but not limited to Additional Rent, Late Fees, Charges, and Rent, regardless of any written or verbal direction from the Tenant.

ARTICLE - IV **(HANGAR USE)**

4.1 PERMITTED USES. Subject to the terms of this Agreement and the Minimum Standards, the Landlord grants to Tenant the non-exclusive privilege to operate, conduct and perform the following services on or from the Unit and for no other purpose whatsoever (together, the “*Permitted Use*”):

4.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

4.1.2 Parking, storage, servicing, repair, and maintenance of aircraft.

4.1.3 Aircraft Training, Commercial, and Charter Operations

4.1.4 Aircraft/UAS/RC Brokerage and Sales

4.1.5 *Additional Uses of Unit.* Should the Tenant desire to offer any such additional services not listed above and included and made part of Tenant’s Permitted Use, the Tenant shall notify the Airport Director in writing of its desire to offer such additional services, and the Airport Director shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Tenant’s request, unless the Airport Director notifies Tenant within such thirty (30) day period that the request requires additional information or time to respond to Tenant’s request, in which event, the time for the Airport Director to respond shall be extended as per the request, but in no event to exceed ninety (90) days. In the event the Airport Director fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Tenant’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on a nonexclusive basis to Tenant and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

4.2 COMMERCIAL ACTIVITY. No commercial activity shall be conducted by the Tenant on or about the Unit without a valid Commercial Operating Permit. Failure to maintain a current Commercial Operating Permit shall result in the termination of the Lease.

4.3 CONDUCT AND NUISANCE. The Unit shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the Airport, or other hangars or structures at the Airport.

4.4 TOOLS AND EQUIPMENT. Tools, equipment, and materials that constitute a fire hazard are prohibited in the Unit. A determination as to what may be considered to be a fire hazard shall be made at the sole discretion of the City’s Fire Marshal, whose decision shall be final.

4.5 CONDUCT AND APPEARANCE. Tenant shall control the conduct and demeanor of its guests and invitees in and around the Unit and shall take all steps necessary to remove people whom the Landlord may, for good and sufficient cause, deem objectionable. In utilizing the Unit during the Term of this Lease, Tenant agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state, or local government agency, including the Manassas Regional Airport Rules and Regulations promulgated by the Manassas Regional Airport, as the same may be amended from time to time.

4.5.1 Interference with Airport Operations. In its use of the Unit, the Tenant shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures, and roadways, now or hereafter located on areas adjacent to the Unit.

4.6 OUTSIDE STORAGE. The Tenant understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers, or equipment such as, by way of example, campers, boats, recreational vehicles, or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units, and any other equipment that is owned or leased by Tenant and which are normally required for the conduct of the Permitted Use from the Unit are excluded from this provision (the "Excluded Equipment"), provided, however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas near the Unit or such other areas as may from time to time be designated by the Landlord to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Tenant be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a "safety area" or an "obstacle free area", any taxilane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

4.7 SCHEDULED INSPECTIONS. Provided that reasonable prior notice has been given, Landlord may enter the Unit at any time to inspect the Hangar Facility or the Unit, as the case may be. For the purposes of this Section, reasonable notice shall be deemed to be fourteen (14) days prior written notice from Landlord to Tenant. Tenant is permitted to be present during any scheduled inspection of the Unit.

4.7.1 Other Inspections. Advance notice shall not be required for the Landlord to enter the Unit for emergencies. If the Landlord does enter the Unit pursuant to an emergency, a notice of such entry shall be communicated in writing to the Tenant; such notice shall include name(s) of personnel that entered the Unit, the date, time and duration of entry, and the nature of the entry.

4.8 SURRENDER. Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Tenant agrees peaceably to surrender up the Unit to the Landlord in the same condition as they may hereafter be repaired and improved by the Tenant; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the Landlord. Upon such cancellation or termination, the Landlord may re-enter and repossess the Unit together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Landlord's election. Provided that Tenant is not otherwise in Default of this Agreement, and further provided, that Tenant shall continue to pay to the Landlord the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Tenant shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Unit, provided the removal thereof does not impair, limit or destroy the utility of the Unit or that of the Improvements thereon, and provided, further, that the Tenant repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

4.8.1 Closeout Inspection. Upon Expiration of the Term, the Unit will be inspected for any alterations or damages. Any damage to the Unit, its structure or floor and any alterations not acceptable to the Landlord will be immediately repaired to Landlord's reasonable satisfaction or in the case of alterations, removed by Tenant at its sole cost and expense, or at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant shall be responsible for all damages excluding reasonable wear and tear caused to the Unit.

ARTICLE - V **(TENANT OBLIGATIONS)**

5.1 AIRCRAFT BASE. As applicable, the Tenant agrees that the any Aircraft stored in the Unit for more than 60 days is considered to be based at Manassas Regional Airport and Tenant shall obtain, keep current and provide evidence to the Landlord of an aircraft license for the Aircraft from the Virginia Department of Aviation. A copy of this license must be submitted to the Landlord within 60 days of the execution of this lease.

5.2 TENANT'S INSURANCE. Tenant agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Landlord from time to time, insuring against liability for damage or loss to other aircraft or other property and against liability for personal injury or death arising from acts or omissions of Tenant, its agents, employees, or invitees. Failure to provide proof of the appropriate coverage shall be deemed an event of Default by Tenant and shall be grounds for termination of this Lease by Landlord. On or before the anniversary date of the policy term, the Tenant shall provide proof of insurance continuing beyond that date for a period of at least another year. Tenant shall during the Term of this Lease, procure at its expense and keep in force, the following types of insurance coverage:

5.2.1 General Liability Coverage (Airport Liability). General liability insurance naming the Landlord, the Airport Commission and their respective agents as additional insured against any and all claims for bodily injury and property damage occurring in or about the Airport, the Hangar Facility, Unit or any appurtenances thereto arising from use of the Unit and covering the operation of the Tenant. Such insurance shall be written on an "Occurrence Form" and shall include, without limitation, blanket contractual liability recognizing provisions of this Lease, broad form property damage, and coverage for independent contractors, personal injury liability and coverage for hired auto and non-ownership auto liability. Such insurance shall be primary and not contributing to any insurance available to Landlord and
Manassas Regional Airport

Landlord's insurance shall be in excess thereto. Such insurance minimums shall be no less than those outlined in the Minimum Standards as they apply to the Tenant's operation. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

5.2.2 Rating; Certificates; Cancellation. The policies required to be maintained by Tenant shall be with companies rated A-X or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the Commonwealth of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, as reasonably determined by Landlord. Certificates of insurance and certified copies of the policies shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least Thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Unit and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least Thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

5.2.3 Insurance Requirements. Tenant shall keep in force such other insurance as the Landlord may reasonably require as stipulated in the Minimum Standards. The City reserves the right to direct the Tenant to increase the minimum insurance if required upon such review. All required insurance must be in effect and so continue during the life of this Lease. To the extent possible, the Landlord shall be named on all insurance policies required to be carried by Tenant under this Lease as either an additional insured or a loss payee, duplicate copies of which policies shall be deposited with the Landlord.

5.3 FIRE EXTINGUISHER. The Tenant shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the Landlord's Fire Marshal.

5.4 SNOW REMOVAL. Tenant agrees to remove all snow and ice in the immediate vicinity of the hangar door, sidewalks, and pedestrian doors. The Tenant shall not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

5.5 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Unit or this Lease, or sublease all or any part of the Unit, or permit the use or occupancy of the Unit by any party other than Tenant, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld at Landlord's sole discretion.

5.6 MACHINERY AND EQUIPMENT: ALTERATIONS AND ADDITIONS: REMOVAL OF FIXTURES.

5.6.1. Floor and Structural Loads. Without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion: (i) no tools, machines, storage cabinets or other fixtures may be attached to the walls, or structure of the Unit that would cause damage or strain the structural integrity of the Unit; and (ii) no load shall be placed upon the floor of the Unit which would exceeds the maximum live load of pounds per square foot which the Landlord has determined is appropriate for the floor of the Unit. No aircraft or aircraft components shall be suspended or lifted utilizing the structure of the Unit or any components of the Hangar Facility. Only lifting devices resting on the floor but not attached to any other portion of the Unit are permitted.

5.6.2 Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or on the Unit, including, but not limited to painting the floor, without Landlord's prior written consent, which consent may be conditioned or withheld at landlord's sole discretion. Landlord may impose a reasonable fee for the review of any proposed alterations, additions or improvements. Any such

alterations, additions or improvements which may be approved by Landlord shall be made, at Tenant's sole expense and in compliance with all applicable laws, by a licensed contractor, free of liens, and in a good and workmanlike manner conforming in quality and design with the Unit existing as of the Commencement Date of this Lease. No such alterations, additions or improvements approved by Landlord shall diminish the value of the Hangar Facility or the Unit, and except as provided in Section 5.6.4 below, all such alterations, additions or improvements shall become the property of the Landlord upon the expiration of the Lease Term.

5.6.3 Existing Alterations. Alterations, additions or improvements to or on the Unit existing prior to the execution of the lease are required to be inspected and approved by the City of Manassas Zoning Department and/or the Fire Marshal. Tenant is required to provide a copy of the inspection to the Landlord. Any alterations not approved shall be removed or altered to comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances and NFPA standards.

5.6.4 Removal of Alterations. Upon the expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with due diligence, remove all trade fixtures and any alterations, additions, or improvements made by Tenant which were designated by Landlord to be removed at the time its consent to the installation thereof was granted, and Tenant shall repair any damage to the Unit caused by such removal. Tenant shall pay Landlord any reasonable damages for injury to the Hangar Facility or the Unit resulting from the removal of its trade fixtures and the alterations. All items of Tenant's personal property that are not removed from the Unit by Tenant at the termination of this Lease shall be deemed abandoned and upon ten (10) days prior notice, the same shall become, at Landlord's sole option, the property of the Landlord.

5.6.4 Electrical Equipment. Tenant will not install or operate in the Unit any electrical or other equipment requiring any changes, replacements or additions to any base Hangar Facility or Unit system, without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion (and if such consent is granted Tenant shall be responsible for the costs of such changes, replacements or additions).

5.7 ENVIRONMENTAL PROVISIONS.

5.7.1 General. Tenant agrees to comply (and to cause its agents, employees, contractors and invitees to comply) with any and all applicable Environmental Laws (as defined below) in connection with: (i) Tenant's use and occupancy of the Unit; and (ii) any other fact or circumstance the existence of which legally imposes on Tenant the obligation to so comply therewith. Tenant shall provide all information within Tenant's control requested by Landlord and/or governmental authorities in connection with Environmental Laws or Hazardous Materials (defined below) relating to the matters contemplated in the preceding sentence.

5.7.2 Tenant's Warranties and Covenants. During the Term of the Lease, Tenant warrants, represents and covenants to and with Landlord as follows:

(A) Tenant will not introduce, or permit or suffer the introduction, within the Unit or the Hangar Facility: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (iv) petroleum products; or (v) except as permitted below, any flammable material or explosives, radioactive materials or other substance constituting "hazardous materials" or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.) and the regulations adopted and promulgated pursuant thereto, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or successor legislation thereto, or any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, the "**Environmental Laws**"). The substances described in (i), (ii), (iii), (iv) or (v) above are hereinafter collectively referred to herein as "**Hazardous Materials**".

(B) Except as expressly permitted hereby, the Unit will never be used by Tenant for any activities involving, directly or indirectly, the use, generation, treatment, transportation, storage or disposal of any Hazardous Materials, or to refine, produce, store, handle, transfer, process or transport Hazardous Materials.

(C) Tenant: (i) shall comply with the Manassas Regional Airport Rules and Regulations, Environmental Laws and all other applicable laws, rules and regulations or orders pertaining to health, the environment or Hazardous Materials, in so far as such laws pertain to Tenant's use and occupancy of the Unit or the need for such compliance arises due to the acts or omissions of Tenant, its agents, employees, contractors, invitees, subtenants or assignees; (ii) shall not, except as specifically permitted hereby, store, utilize, generate, treat, transport or dispose of (or permit or acquiesce in the storage, utilization, generation, transportation, treatment or disposal of) any Hazardous Materials on or from the Unit; (iii) shall cause its agents, employees, licensees, contractors, invitees, subtenants and assignees to comply with the representations, warranties and covenants herein contained and shall be responsible for any non-compliance by any such party(ies); (iv) agrees that no portion of the Unit will be used by Tenant or any assignee or subtenant of Tenant as a dump or recycling center; and (v) will not install any fuel tanks of any type, nor store any fuel in the Unit, except for fuel that is in the Authorized Aircraft.

(D) In the event of any Hazardous Materials Release (as hereinafter defined) which is attributable, in whole or in part, to the presence of Hazardous Materials existing in, on or about the Unit or the Hangar Facility subsequent to the Commencement Date, which is caused, directly or indirectly, by Tenant or Tenant's agents, employees, contractors, licensees, invitees, sub-tenants or assignees, or which is otherwise Tenant's responsibility under the terms of this Lease, Tenant shall, at the direction of Landlord or any federal, state, or local authority or other governmental authority, remove or cause the removal of any such Hazardous Materials and rectify any such Hazardous Materials Release, and otherwise comply or cause compliance with the laws, rules, regulations or orders of such authority, all at the sole expense of Tenant, including without limitation, the undertaking and completion of all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Unit or the Hangar Facility. If, under such circumstances, Tenant shall fail to proceed with such removal or otherwise comply with such

laws, rules, regulations or orders within the period permitted under the applicable regulation or order (if any), the same shall constitute a Default under this Lease (without any notice to Tenant required), and Landlord may, but shall not be obligated to, take such action as may be reasonably necessary under the circumstance to eliminate such Hazardous Materials from the Unit or the Hangar Facility, as the case may be, or otherwise comply with the applicable law, rule, regulation or order, acting either in its own name or in the name of Tenant pursuant to this Section, and the cost thereof shall be borne by Tenant and thereupon become due and payable hereunder; provided, however, that Landlord shall not exercise its self-help rights hereunder, nor exercise any right otherwise provided herein to terminate this Lease or Tenant's right of possession due to Tenant's failure or inability to correct such problem within a time certain as long as Tenant is at all times using its best efforts its efforts to correct the problem (provided however, that if Landlord determines, in its reasonable discretion, that there exists a substantial risk of injury, property damage or governmental enforcement action against Landlord, or governmental or third party civil liability to Landlord, then Landlord shall, notwithstanding Tenant's continuing best efforts to correct the problem, be entitled to take such independent action, and to recover the reasonable and actual costs associated therewith from Tenant). Tenant shall give to Landlord and its authorized agents and employees access to the Unit for such purposes and hereby specifically grants to Landlord a license, but not the obligation, to remove the Hazardous Materials and remediate any Hazardous Material Release as defined below and otherwise comply with such applicable laws, rules, regulations or orders, acting either in its own name or in the name of the Tenant pursuant to this Section.

(E) Tenant hereby indemnifies and holds the Landlord and its respective, agencies, boards, commissions, committees, elected and appointed officers, partners, employees and agents harmless from, against, for and in respect of, any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of actions, encumbrances, fines, penalties, and costs and expenses suffered, sustained, incurred or required to be paid by Landlord (including, without limitation, lost rent, diminished value, reasonable fees and disbursements or attorneys, engineers, laboratories, contractors and consultants) because of, or arising out of or relating to a violation of any of the Tenant's representations, warranties and covenants under this Section, including any Environmental Liabilities (as hereinbelow defined) arising therefrom. For purposes of this indemnification clause, "**Environmental Liabilities**" shall include all costs and liabilities with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials (each a "**Hazardous Materials Release**"), including without limitation, cleanups, remedial and response actions, remedial investigations and feasibility studies, permits and licenses required by, or undertaken in order to comply with the requirements of, any federal, state or local law, regulation, or agency or court, any damages for injury to person, property or natural resources, claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Unit or the Hangar Facility relating to the foregoing. The foregoing indemnification and the responsibilities of Tenant under this Section shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any Hazardous Materials or contamination that it can prove existed prior to the Commencement Date.

(F) Tenant shall promptly notify Landlord in writing of the occurrence of any Hazardous Materials Release or any pending or threatened regulatory actions, or any claims made by any governmental authority or third party, relating to any Hazardous Materials or Hazardous Materials Release on or from the Unit, and shall promptly furnish Landlord with copies of any correspondence or legal pleadings or documents in connection therewith. Landlord shall have the right, but shall not be obligated, to notify any governmental authority of any state of facts which may come to its attention with respect to any Hazardous Materials or Hazardous Materials Release on or from the Unit following consultation with Tenant.

(G) Tenant agrees that Landlord shall have the right (but not the obligation) to conduct, or to have conducted by its agents or contractors, such periodic environmental inspections of the Unit as Landlord shall reasonably deem necessary or advisable from time to time. Landlord shall provide Tenant with fourteen (14) days' prior notice of any such inspection of the interior of the Unit, except in case of an emergency, in which case only such notice as may be practicable under the circumstance shall be required. The cost of any such inspection shall be borne by Tenant in the event such inspection determines that Tenant has breached the covenants set forth in above.

5.7.3 Permitted Materials. Notwithstanding the foregoing, Tenant shall be permitted to store reasonable amounts of Hazardous Materials that are typically used for the Tenant's business such as cleaners, oils, lubricants, and similar materials (collectively the "**Permitted Materials**"), provided, to the extent use and storage of the Permitted Materials are regulated, Tenant must (A) be licensed by the applicable and appropriate governmental authorities to possess and store such Permitted Materials within the Unit, (B) Tenant must notify and provide Landlord with a list of each Permitted Material stored within the Unit, and (C) all such Permitted Materials must be properly used, stored and disposed of in a manner and location meeting all Environmental Laws and corresponding regulations. If Landlord in its reasonable opinion determines that said Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work on Tenant's behalf and at Tenant's sole expense and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

5.8 **AIRCRAFT FUELING.** Aircraft shall not be fueled while in the Unit at anytime.

5.9 **PAINTING.** No painting of aircraft or aircraft parts will be allowed in the Unit without the Tenants first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

5.10 **MAINTENANCE OF HANGER.** At all times during the Term of the Lease, or while Tenant is in possession of the Unit, the Tenant shall keep the Unit in a clean, orderly and first-class operating condition, free of dirt, rubbish, and insects. Tenant shall keep the floor of the Unit clean and free of debris at all times.

5.11 **ROUTINE MAINTENANCE.** During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit and perform, at its sole expense, all routine maintenance "**Routine Maintenance**" is a function of preserving each type of facility as near as possible in its condition as constructed. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

5.12 **FUEL DISPOSAL.** The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Tenant agrees to provide an area for the proper disposal of sump fuel for Tenant.

ARTICLE – VI **(LANDLORD SERVICES)**

6.1 SERVICES PROVIDED.

6.1.1 Repairs. Landlord shall maintain, repair, replace and keep in good operating condition, comparable hangars similar to the Unit, as reasonably determined by the Landlord, the roofs, foundations, HVAC replacement, conduits, downspouts, gutters, and structural walls of the Unit (hereinafter referred to as the “*Landlord’s Repair Obligation*”); provided that, to the extent the need for any such repairs or replacements arise as a the result of the negligence or willful misconduct of Tenant (or Tenant’s agents, employees, contractors, invitees, assignees or sub-tenants) and the same is not covered under the policies of casualty insurance which are required to be carried by the parties pursuant to this Lease (in which case the proceeds of such insurance will be utilized to satisfy the cost thereof), the cost of such repairs or replacements shall be reimbursable by Tenant to Landlord, and such reimbursement shall be due not later than Thirty (30) days after Landlord’s written demandtherefore.

6.1.2 Airport Services. The Landlord covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the Landlord may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Landlord further agrees to maintain the taxilanes, taxiways, aprons, and runways in good repair including the removal of snow. The Landlord agrees to keep in good repair hard-surfaced public roads for access to the Unit and remove snow therefrom in order to make such roads reasonably passable. The Landlord also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Unit for access thereto by the Tenant in accordance with the City policies governing same.

6.1.3 Snow Removal. The Landlord agrees to remove snow from the taxilanes, public roads, taxiways, aprons, and runways. Snow in front of the hangar door will be to the extent safely possible, given the capabilities and limits of the Airport equipment and its operator and/or the Airport’s contractors.

6.1.4 Waste/Trash Storage, Handling and Removal. Landlord agrees to provide trash services and appropriate dumpsters necessary for Tenant to dispose of trash from Unit. Tenant shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Unit or out of its operations. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Unit is forbidden. Tenant shall not dispose of hazardous material, or household items that are not related to the Unit, at the Unit. The dumpster shall remain closed at all times. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Tenant shall use extreme care when effecting removal of all such waste to prevent littering the Airport. The Tenant shall dispose of its sanitary sewage through the City’s sanitary sewer system.

ARTICLE - VII **(LIABILITY, INDEMNITY, AND DAMAGE)**

7.1 DISCLAIMER OF LIABILITY. Landlord hereby disclaims, and Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the Term of this Lease, including but not limited to loss, damage or injury to the Authorized Aircraft or other property of Tenant that may be located or stored in or about the Unit, unless such loss, damage or injury is caused by Landlord's gross negligence or intentional willful misconduct. Landlord does not, by this provision, or otherwise, waive sovereign immunity. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Unit.

7.2 INDEMNITY: FORCE MAJEURE. Tenant agrees to release, indemnify and hold Landlord, its agencies, boards, commissions, committees, partners, elected and appointed officers departments, employees and agents harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Landlord by reason of any loss of or damage to any property and, to the extent permitted by law, the injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Landlord or its servants, employees, departments, invitees, or agents of any covenant or condition of the Lease or by any act or failure to act of those persons. Landlord shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Landlord's control.

7.3 DAMAGE. Tenant shall be liable for any and all damage to the Unit or the Hangar Facility caused by Tenant's use, including, but not limited to, bent or broken interior walls, holes in the wall, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant shall exercise reasonable care to keep oil and grease off the floor and immediately clean any oil or grease that reaches the floor. Any floors that have been painted without the prior written approval of Landlord shall be stripped and the paint removed at Tenant's expense.

7.4 CASUALTY. In the event the Unit or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Unit, as reasonably determined by Landlord, is not rendered completely unusable by Tenant or deemed by the Landlord to have been condemned as a result of such damage. In the event of such damage, Tenant shall immediately give notice to Landlord. If the Unit is rendered unusable by Tenant as a result of such damage and Landlord elects to repair the damage, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of the Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If Landlord elects not to repair the Unit, this Lease shall terminate.

7.5 DISCHARGE OF LIENS. Tenant shall not permit any mechanics', laborers' or materialmens' liens to stand against the Unit by reason of any work, labor, services, or material done for or supplied to Tenant or anyone holding the Unit through or under the Tenant. If any such lien shall at any time be recorded against the Unit or against the Landlord's interest therein, then the Tenant shall: (a) give written notice thereof promptly to Landlord; and (b) cause the same to be discharged of record within thirty (30) days after the date of recording the same, either by payment, deposit, or bond. If Tenant fails to discharge any such lien within such period, then Landlord, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Tenant shall immediately pay Landlord any amount paid or deposited by Landlord to discharge such lien.

7.6 FAILURE TO MAINTAIN. In the event the Tenant fails within a period of thirty (30) days after notice from the Landlord: (a) to commence to do any of the maintenance work required to be done by Tenant under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Unit in good repair and working condition (together, the "**Required Maintenance**"); and (b) to diligently continue to complete the Required Maintenance as required under the terms of this Agreement; then, the Landlord may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Unit, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Unit, and proceed to do the Required Maintenance, and do all things reasonably necessary in order to complete the Required Maintenance. Provided, however, if in the sole opinion of the City, the Tenant's failure to perform any such Required Maintenance creates an emergency or an event which in the City's sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Tenant, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Maintenance at any time after the giving of such notice (together, the "**Emergency Maintenance**"). The cost and expense incurred by the City in order to make the Required Maintenance, to include any of the Emergency Maintenance made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Tenant to the City upon demand together with interest thereon at the Default Interest Rate. The City's costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Tenant's obligation to perform the Required Maintenance.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Maintenance, the Tenant hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Tenant as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Unit or to perform any of the Required Maintenance or the Emergency Maintenance.

7.7 INTERFERENCE WITH COMMUNICATIONS. Further, in operating its machinery and equipment at or from the Unit or elsewhere at the Airport, the Tenant shall take all reasonable measures necessary to insure that it will not produce at the Unit or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.8 CLOSURE OF ACCESS. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway, taxilane, taxiway, apron, or access gate and any other way at, in or near the Unit presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Unit remains available to the Tenant. Closure of such areas may be done at any time when such action is considered to be necessary and without notice. The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Unit or in any streets or roadways or access gates near the Unit or elsewhere at the Airport.

ARTICLE - VIII **(DEFAULT)**

8.1 EVENTS OF DEFAULT. The following shall be events of default (each a "*Default*" or an "*Event of Default*" as the context may require):

8.1.1 Rent. If Tenant fails to pay Rent, Additional Rent, or any other sum required to be paid hereunder on the first (1st) day of the month. Failure to pay Rent or any other sum required to be paid to Landlord hereunder on or before the due date for such payment occurring shall constitute a Default by Tenant without requirement of a notice and opportunity to cure being given; or

8.1.2

8.1.3 Covenants. If Tenant fails to perform any term, covenant or condition of this Lease (except payment of Rent), and Tenant fails to cure such breach within thirty (30) days after written notice from Landlord where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Tenant shall not be in Default if it commences such performance promptly after its receipt of Landlord's written notice and diligently thereafter prosecutes the same to completion; provided that no such thirty (30) day grace period shall be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations; (ii) the Default relates to the assignment and subletting provisions; (iii) the Default relates to a violation by Tenant of any of the environmental provisions of this Lease; (iv) the Default is of a nature as set forth in Section 8.1.3 below, in which event the periods set forth therein shall control, or Section 8.1.4 below, in which event there shall be no applicable cure period; or (v) there exists a reasonable possibility of danger to the Unit or the Hangar Facility or the health or safety of the Landlord, the Tenant, Tenant's invitees, or any other occupants of, or visitors to, the Airport; or

8.1.4 Bankruptcy or Liquidation. If Tenant shall: (i) make an assignment for the benefit of creditors; (ii) acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension or insolvency proceedings; (iii) seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant and of all or substantially all of Tenant's property; (iv) file a petition seeking an order for relief under the Bankruptcy Code, as now or hereafter amended or supplemented, or by filing any petition under any other present or future federal, state or other statute or law for the same or similar relief; or (v) fail to win the dismissal, discontinuation or vacating of any involuntary bankruptcy proceeding within Sixty (60) days after such proceeding is initiated; or

8.1.5 Continued Occupancy or Abandonment. If the Tenant fails to regularly store, in

the reasonable opinion of the Airport Director, the Authorized Aircraft identified in this Lease in the Unit or has otherwise vacated the Unit.

8.2 **REMEDIES UPON DEFAULT.** In the Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which Landlord may resort to cumulatively, consecutively, or in the alternative:

8.2.1 Continuation of Lease. Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent and other charges when due.

8.2.2 Termination of Lease. Landlord may terminate this Lease, or may terminate Tenant's right to possession of the Unit without terminating this Lease, for cause, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Tenant's rights hereunder) shall immediately terminate, provided that, without limitation, Tenant's obligation to pay Rent and any damages otherwise payable under this Lease shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Tenant's right of possession, all of Tenant's rights in and to possession of the Unit shall terminate but this Lease shall continue subject to the effect of this Section. Upon either such termination, Tenant shall surrender and vacate the Unit in the condition required by this Lease, and Landlord may re-enter and take possession of the Unit and all the remaining improvements or property and eject Tenant or any of the Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. Landlord shall thereafter deliver to Tenant any personal property it took possession of, at a time and location selected in Landlord's sole and absolute discretion. Any such property not claimed by Tenant shall be deemed abandoned. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Tenant, all of which shall expressly survive such termination. Landlord may relet the Unit for a period shorter or longer than the remaining Lease Term. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Unit or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a constructive or other termination of Tenant's right to possession or of this Lease, either of which may be effected solely by an express written notice from Landlord to Tenant. On termination, Landlord shall have the right to remove all Tenant's personal property and store same at Tenant's cost, and to recover from Tenant, as damages: (i) Rent and other sums due and payable which had been earned at the time of termination; plus (ii) any other amount necessary to compensate Landlord for all of the out-of-pocket costs incurred on account of Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, any costs or expenses reasonably incurred by Landlord: (a) in retaking possession of the Unit; (b) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Unit or a portion thereof, including such acts for reletting to a new tenant or tenants; (c) for leasing commissions (if any); or (d) for any other costs necessary or appropriate to relet the Unit together with the unamortized portion of any improvements made for Tenant by Landlord and paid for by Landlord.

8.2.3 Re-entry and Removal. Landlord may, with or without terminating this Lease, re-enter the Unit with or without judicial process and remove all persons and property from the Unit; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Tenant fails to claim said property within ten (10) days of notice from Landlord, it shall be deemed to be abandoned and may be disposed of by landlord without liability to the Tenant. No re-entry or taking possession of the Unit by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. If the Authorized Aircraft or other equipment of Tenant is left in the Unit, Landlord shall have the right to remove the Authorized Aircraft and other property of the Tenant, store the Authorized Aircraft at an itinerant aircraft tie-down location and charge the Tenant for the storage of the Authorized Aircraft at Landlord's then current transient aircraft tie-down rates in effect. In such case, Tenant further agrees that neither Landlord, nor its agents, officers nor employees shall be in any way responsible for any loss or damage to the Authorized Aircraft or other property, except for any loss or damage resulting from the gross negligence of the Landlord, its agents, officer, or employees. Tenant acknowledges and agrees that pursuant to applicable Virginia law, Landlord may impose a lien upon the Authorized Aircraft for the amounts which may be due to Landlord under this Lease until such amounts are paid in full.

8.2.4 Waiver by Tenant. Landlord shall not be responsible to Tenant for any cost, damages, or expenses incurred by Tenant as a result of Tenant's Default under this Lease. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) except as may be otherwise specifically required herein, to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given; (ii) to redeem the Unit; (iii) to re-enter or repossess the Unit; (iv) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease; (v) to the benefit of any law which exempts property from liability for debt or for distress for rent; or (vi) as provided herein, to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.

8.2.5 Attorney Fees and Costs. In case suit shall be brought for recovery of the Unit, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept and performed, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees of not less than twenty- five percent (25%) and costs.

8.2.6 Remedies Not Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monetary sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. In case of re-entry, repossession or termination of this Lease, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to other accrued liabilities), to the extent legally permissible, for the rent, additional rent and all other charges provided for herein. Landlord may file suit to recover its damages from time to time or at the end of the Term as Landlord shall elect.

ARTICLE - IX **(GENERAL PROVISIONS)**

9.1 CHOICE OF LAW: JURISDICTION. It is mutually understood and agreed that this Lease shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance (without regard to the choice of law and/or conflict of law principles applicable in such State). Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Prince William, Commonwealth of Virginia.

9.2 NOTICES. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by overnight delivery service or certified or registered mail, return receipt requested:

<p>(1) <u>If to Landlord, addressed to:</u> Airport Director Manassas Regional Airport 2nd Floor 10600 Harry J. Parrish Boulevard Manassas, VA 20110</p>	<p>(2) <u>If to Tenant, addressed to:</u> American Helicopters - 10503 Wakeman Dr - Manassas, Va 20110 _____ _____</p>
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9.3 INTEGRATION. This Lease constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Unit. Any change or modification hereof must be in writing signed by both parties.

9.4 WAIVER. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. Landlord shall not be bound by any notation accompanying any payment nor shall any waiver be construed by acceptance of a partial payment.

9.5 SUCCESSORS BOUND. This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

9.6 SEVERABILITY. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to the Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

9.7 ESTOPPEL CERTIFICATES. Upon request of the Landlord, Tenant will execute and deliver to the Landlord within twenty (20) days of the request therefore, an instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of the Tenant's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed, and that as of such date no default has been declared hereunder by the Landlord and that the Tenant at the time has no knowledge of any factor or circumstances which it might reasonably believe would give rise to a default.

9.8 EXECUTION IN COUNTERPARTS. This Lease may be executed by both parties in counterparts; each of which shall be deemed an original, but all such counterparts taken together shall constitute on and the same Lease.

9.9 WAIVER OF TRIAL BY JURY. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Unit, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Unit, Tenant will not interpose any counterclaim of whatever nature or description.

9.10 OBLIGATION TO PAY ABSOLUTE. Except as specifically provided herein, this Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed are absolute and shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease. Tenant shall not be released of the obligation to pay rent for any reason, including, but not limited to, strikes or labor troubles of any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by acts of war or terrorism.

9.11 CONFLICTS. In the event that this Lease conflicts with a provision of the Airport's Minimum Standards or the Manassas Regional Airport's Rules and Regulations, the most restrictive provision shall govern.

9.12 CITY ORDINANCES. The Tenant's use of the Unit shall at all times comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances regarding zoning.

9.13 HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Lease Term, Tenant shall be deemed, at Landlord's option, a trespasser or a tenant at sufferance, which tenancy may be terminated as provided by this Lease and applicable law. During any holdover tenancy (whether or not consented to by Landlord), unless Landlord has otherwise agreed in writing, Tenant agrees to pay to Landlord, a per diem occupancy charge equal to two hundred percent (200%) of the per diem Rent as was in effect under this Lease for the last month of the Lease Term. Such payments shall be made within five (5) days after Landlord's demand, and in no event less often than once per month (in advance). In the case of a holdover which has been consented to by Landlord in writing, unless otherwise agreed to in writing by Landlord and Tenant, Tenant shall give to Landlord thirty (30) days prior written notice of any intention to quit the Unit, and Tenant shall be entitled to thirty (30) days prior written notice to quit the Unit, except in the event of non-payment of Rent in advance or the breach of any other covenant or the existence of a Default. Upon expiration of the Lease Term as provided herein, Tenant shall not be entitled to any notice to quit, the usual notice to quit being hereby expressly waived under such circumstances, and Tenant shall surrender the Unit on the last day of the Lease Term.

9.14 SALES AND AUCTIONS; SIGNAGE. Tenant may not display or sell merchandise outside the Unit and may not use such areas for storage. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Unit whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not display any sign, graphics, notice, picture, or poster, or any advertising matter whatsoever, anywhere in or about the Unit at places visible from anywhere outside or at the entrance to the Unit without first obtaining Landlord's written consent thereto, which consent may be withheld, conditioned or delayed at Landlord's sole discretion. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such permitted signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such signs.

9.15 SIGNAGE. The Tenant shall have the right to install and maintain one or more signs on the Unit identifying Tenant's business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs, new or existing, must comply with the City's sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City's sign ordinance. The Tenant shall advise the Airport Director of its intent to request a permit from the City to install signs on the Unit prior to making such application.

9.15 NO ACCORD OR SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other sums due hereunder shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord, irrespective of any such restrictive endorsement, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sum and to pursue any other remedy provided in this Lease.

9.16 ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and Tenant and delivery of a signed copy by Landlord to Tenant.

9.17 JOINT OBLIGATION. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

9.18 MARGINAL HEADINGS, ETC. The marginal headings and titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

9.19 RECORDATION. Except to the extent otherwise required by law, neither Landlord nor Tenant shall record this Lease or a memorandum hereof.

9.20 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or inequity.

9.21 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

9.22 SURVIVAL. All indemnities set forth in this Lease shall survive the expiration or earlier termination of this Lease.

9.23 RELATIONSHIP OF PARTIES. The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall not at any time during the Term of this Lease become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant. This Lease shall not deem to create a partnership or joint venture between Landlord and Tenant.

9.24 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANY OTHER TERMS OR PROVISIONS CONTAINED ELSEWHERE IN THIS LEASE, LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AUTHORIZED AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE UNIT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE UNIT UNDER THIS LEASE.

9.25 LEGAL REVIEW AND AUTHORITY. The parties hereto further acknowledge that they have thoroughly read this Lease, including any exhibits, incorporated documents and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein; and, having so done, no rule of construction against the party drafting the document shall apply, do hereby execute this Lease effective as of the day and month first above mentioned. The parties further acknowledge and affirm that the individual signing this Lease has sufficient authority to bind the party for which he/shesigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused this Lease to be executed on their respective behalves by their duly authorized officers, as of the Effective Date above written.

<p>TENANT:</p> <p>American Helicopters</p> <p>By: _____</p> <p>Name: _____</p> <p>_____ Title: _____</p> <p>_____ [If signing on behalf of company/LLC]</p>	<p>LANDLORD:</p> <p>CITY OF MANASSAS</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Airport Director, Manassas Regional Airport</p>
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Item 5.2

Tenant Contact Information: 14817 Glenkirk RD		
Address		
Nokesville	VA	20181
City	State	Zip Code
(703) 368-9599	(703) 582-7220	
Work Phone	Cell Phone	Home Phone
Email: ann@americanaviationllc.com		Fax:

Administrative Use Only:

- ☐ List of Aircraft (if applicable)
- ☐ Insurance
 - ☐ Certificate of Insurance
 - ☐ Additionally Insured Endorsement
- ☐ Articles of Incorporation/Bylaws (if applicable)
- ☐ Commercial Operating Permit (if applicable)
- ☐ Deposit (1st month's rent)
- ☐ 1st Month Payment (full or prorated)
- ☐ Utilities (provide information)
- ☐ Issue Keys (once payment clears)
 - ☐ Hangar Lock and Key
 - ☐ Office Key
- ☐ Gate Cards
 - ☐ Driver Training
- ☐ Welcome Booklet
- ☐ Soft copy/Hard copy
 - ☐ Email or mail welcome letter with lease
- ☐ Send lease to Treasurer's Office
- ☐ Enter into tenant database

Initials: _____ Date: _____

DRAFT



MANASSAS REGIONAL AIRPORT
10600 Harry J Parrish Blvd
2nd Floor
Manassas, VA 20110

LEASE AGREEMENT (For Commercial Hangar Space)

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into and dated this 1st day of February 2021 (the “*Effective Date*”), by and between the **CITY OF MANASSAS**, a Virginia municipal corporation (hereinafter referred to as “*Landlord*” or the “*City*” as the context may require); and American Aviation Services, LLC, a [Corporation, Individual or Limited Liability Partnership] (hereinafter referred to as “*Tenant*”).

RECITALS:

WHEREAS, the City is a municipal corporation that owns and operates the Manassas Regional Airport located in Manassas, Virginia (the “*Airport*”); and

WHEREAS, City owns and controls certain aircraft Hangar facilities at the Airport (the “*Hangar Facility*”); and

WHEREAS, Tenant wishes to lease from Landlord 4 of the hangar Units as described in Section 1.1 below for Permitted Use and no other purpose, and Landlord, for and in consideration of the rents and all other charges and payments hereunder and of the covenants, agreements, terms, provisions, and conditions to be kept and performed hereunder by Tenant, grants and conveys to Tenant, and Tenant hereby hires and takes from Landlord, a leasehold interest in the Unit, subject to all matters hereinafter set forth and upon and subject to the covenants, agreements, terms, provisions, and conditions of this Lease for the term hereinafter stated.

NOW, THEREFORE, Landlord and Tenant hereby agree to the following:

ARTICLE - I **(DESCRIPTION OF HANGAR)**

1.1 DESCRIPTION OF UNIT. The Hangar space subject to this Lease is described as follows (hereinafter, “*Unit*”):

Hangar Number:	D4 – 10521, E1 – 10501, E2 – 10503, E6 - 10511
Hangar Location:	[East or West]
Hangar Size:	50x60 each
Office Space:	[Included in Unit - Yes/No]

1.2 LIST OF AIRCRAFT. Upon request, the Tenant shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director (hereinafter “*Authorized Aircraft*.”).

1.3 LEASE OF UNIT. Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord the Unit for the storage of the Permitted Uses found in Section 4.1 and for no other purpose, all upon the express terms and conditions as contained in this Lease.

1.4 CONDITION OF UNIT. Tenant shall accept the Unit in its present As-Is condition without any liability or obligation on the part of Landlord to make any alterations, improvements, or repairs of any kind on or about said Unit.

1.5 RULES AND REGULATIONS. This Lease and the Tenant of the Unit shall at all times be subject to the conditions hereinafter set forth and the Manassas Regional Airport Minimum Standards and Rules and Regulations as adopted and modified from time to time by the City, which terms and conditions are incorporated herein by reference. By signing this Lease, the Tenant acknowledges that he or she has read and understood the Rules and Regulations.

ARTICLE - II (TERM)

2.1 TERM. This Lease shall commence effective on, 2/1/2021 (the “*Commencement Date*”) and shall continue as a month-to-month tenancy (the Lease Term). Either Landlord or Tenant may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party.

ARTICLE - III (RENT, FEES, AND CHARGES)

3.1 RENT. Tenant shall pay rent to Landlord under this Lease at the rate of Seven Thousand Sixty Four and 56/100 Dollars (\$ 7,064.65) per month for use of the Unit identified above (the “*Rent*”). The first monthly payment of Rent shall be due and payable upon execution of this Lease by Tenant and subsequent payments of Rent shall be due and payable in advance on or before the first (1st) day of each subsequent month thereafter during the Lease Term.

3.2 RENT ADJUSTMENT. The rent shall be increased by Two and Nine-Tenths Percent (2.9%) at the end of each twelve (12) month period. The escalated Rent so determined shall be the “*Rent*” for all purposes of this Lease, including the calculation of the increase in Rent for the subsequent Term.

3.2 ADDITIONAL RENT. At the time of the execution of this Lease Agreement, the Tenant is indebted to the City of Manassas in the amount of Fifty-Six Thousand Nine Hundred Twenty-Two 05/100 Dollars (\$56,922.05). In addition to all rents, charges due under this Article III, Tenant agrees to pay to the City the amount of Five Thousand Six Hundred and 00/100 Dollars (\$5,600) on or before the first day of each month until the existing indebtedness has been paid in full. Such payments shall be considered as “Additional Rent” under this Lease Agreement, and any failure to pay the Additional Rent by the specified due date shall be a default under this Lease Agreement, and this Lease Agreement shall be subject to termination. If this Lease Agreement is terminated for any reason the entire outstanding balance of the existing indebtedness shall become immediately due and payable.

3.3

LATE PAYMENTS. Payment of Rent and Additional Rent is due on the first (1st) day of each month. If any or all of the Rent and Additional Rent is not remitted on the 1st, payment shall be considered overdue and delinquent on the 2nd day of the month. Any payment of Rent or Additional Rent which is received by the Landlord after the first (1st) of any month during the Term, shall be subject to a late fee equal to Thirty and 00/100 Dollars (\$30.00). The late fee shall be due with the payment for the same month it was due.

3.4 SECURITY DEPOSIT. Simultaneously with the execution of this Lease by Tenant, Tenant shall post a security deposit with Landlord in the amount of Six Thousand and 00/100 Dollars (\$ 6,000) (the “***Security Deposit***”). The Security Deposit shall constitute security for payment of Rent, Additional Rent, and any other obligations of Tenant under this Lease. If Tenant defaults, beyond any applicable cure period, concerning any covenant or condition of this Lease, including but not limited to the payment of Rent, Additional Rent or any other payment due under this Lease, and the obligation of Tenant to maintain the Unit and deliver possession thereof back to Landlord at the expiration or earlier termination of the Lease Term in the condition required herein, then Landlord may (without any waiver of Tenant’s default being deemed to have occurred) apply all or any part of the Security Deposit to the payment of any sum in default beyond any applicable cure period, or any other sum which Landlord may be required or deemed necessary to spend or incur by reason of Tenant’s default, or to satisfy in part or in whole any damages suffered by Landlord as a result of Tenant’s default which continues to exist beyond any applicable cure period. In the event of such application, the Tenant shall promptly deposit with Landlord the amount necessary to restore the Security Deposit to the full amount set forth above. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent, nor a measure of Landlord’s damages in the event of any default by Tenant. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within thirty (30) days after the expiration or sooner termination of this Lease. In the event of a sale or transfer of Landlord’s estate or interest in the Hangar Facility, Landlord shall transfer the Security Deposit to the purchaser or transferee, and upon such transfer Landlord shall be considered fully released by Tenant from all liability for the return of the Security Deposit.

3.5 KEY/LOCK REPLACEMENT FEE. Upon execution of this Lease, Tenant will receive 1 key(s) for the Unit. Duplication of the security keys will not be permitted and any duplication of the assigned keys by Tenant without Landlord’s express written consent shall be grounds for termination of this Lease

3.5.1 Lockout/Replacement of Keys. If the Tenant at any time misplaces its keys or access codes and becomes locked out of the Unit after the Commencement Date of this Lease, Landlord will provide Tenant with access free of charge at first such occurrence. For any additional subsequent lock-outs, Tenant shall be charged and will pay Landlord a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents. If the key was stolen, Landlord shall be notified by Tenant and a copy of the filed police report must be provided to the Landlord.

3.5.2 Additional Keys. If the Tenant requires additional keys, the Landlord will issue the additional key at the cost prescribed by Landlord in its rates and fees schedules or other related documents. This fee will be non-refundable to Tenant.

3.5.3 Return of Keys. Upon expiration or earlier termination of this Lease, Tenant shall

return all keys for the Unit back to Landlord. Failure to return issued keys will result in a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents.

3.5.4 Security. Tenant shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. No private locks of any type are allowed on any door of the Unit. Tenant shall ensure that Landlord has access to the Unit at all times. Tenant agrees to abide by and cooperate with Landlord in the enforcement and implementation of all applicable Airport security regulations and measures. Tenant shall be responsible for securing the Unit and the Authorized Aircraft and equipment stored therein at all times. Violation of this Section shall constitute an Event of Default and grounds for the Landlord to immediately terminate this Lease and to seek such other additional remedies in law or equity which may be available to Landlord.

3.6 UTILITIES. Tenant shall pay for all metered utilities that are associated with the assigned Unit. The Landlord shall allow the providers of such utilities reasonable access.

3.6.1 Unmetered Utilities. Landlord shall provide utilities without additional cost to Tenant for any unmetered utility, provided, however, that the Landlord reserves the right to assess an additional fee for consumption of utilities by Tenant beyond normal requirements as determined solely by Landlord. The Landlord or Tenant may elect to install separate meters on all unmetered utilities to the Unit. Tenant shall be responsible for paying any formerly-unmetered utility from and after the date the meter is installed.

3.7 TAXES. Tenant shall be responsible for all personal property taxes, real estate taxes, gross receipt taxes, etc., levied with respect to Tenant's business operations conducted on the property.

3.8 ADDITIONAL FEES AND CHARGES. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.

3.8 ORDER IN WHICH FUNDS ARE APPLIED. All payments received from the Tenant will be applied first to the amounts that have been delinquent or outstanding the longest, including but not limited to Additional Rent, Late Fees, Charges, and Rent, regardless of any written or verbal direction from the Tenant.

ARTICLE - IV **(HANGAR USE)**

4.1 PERMITTED USES. Subject to the terms of this Agreement and the Minimum Standards, the Landlord grants to Tenant the non-exclusive privilege to operate, conduct and perform the following services on or from the Unit and for no other purpose whatsoever (together, the “*Permitted Use*”):

4.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

4.1.2 Parking, storage, servicing, repair and maintenance of aircraft.

4.1.3 Aircraft Training, Commercial and Charter Operations.

4.1.4 Aircraft/UAS/RC Brokerage and Sales.

4.1.5 ***Additional Uses of Unit.*** Should the Tenant desire to offer any such additional services not listed above and included and made part of Tenant’s Permitted Use, the Tenant shall notify the Airport Director in writing of its desire to offer such additional services, and the Airport Director shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Tenant’s request, unless the Airport Director notifies Tenant within such thirty (30) day period that the request requires additional information or time in order to respond to Tenant’s request, in which event, the time for the Airport Director to respond shall be extended as per the request, but in no event to exceed ninety (90) days. In the event the Airport Director fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Tenant’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on nonexclusive basis to Tenant and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

4.2 COMMERCIAL ACTIVITY. No commercial activity shall be conducted by Tenant on or about the Unit without a valid Commercial Operating Permit. Failure to maintain a current Commercial Operating Permit shall result in the termination of the Lease.

4.3 CONDUCT AND NUISANCE. The Unit shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the Airport, or other hangars or structures at the Airport.

4.4 TOOLS AND EQUIPMENT. Tools, equipment, and materials that constitute a fire hazard are prohibited in the Unit. A determination as to what may be considered to be a fire hazard shall be made at the sole discretion of the City’s Fire Marshal, whose decision shall be final.

4.5 CONDUCT AND APPEARANCE. Tenant shall control the conduct and demeanor of its guests and invitees in and around the Unit and shall take all steps necessary to remove people whom the Landlord may, for good and sufficient cause, deem objectionable. In utilizing the Unit during the Term of this Lease, Tenant agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state or local government agency, including the Manassas Regional Airport Rules and Regulations promulgated by the Manassas Regional Airport, as the same may be amended from time to time.

4.5.1 Interference with Airport Operations. In its use of the Unit, the Tenant shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures and roadways, now or hereafter located on areas adjacent to the Unit.

4.6 OUTSIDE STORAGE. The Tenant understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers or equipment such as, by way of example, campers, boats, recreational vehicles or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units and any other equipment that is owned or leased by Tenant and which are normally required for conduct of the Permitted Use from the Unit are excluded from this provision (the "Excluded Equipment"), provided however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas near the Unit or such other areas as may from time to time be designated by the Landlord in order to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Tenant be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a "safety area" or an "obstacle free area", any taxi lane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

4.7 SCHEDULED INSPECTIONS. Provided that reasonable prior notice has been given, Landlord may enter the Unit at any time to inspect the Hangar Facility or the Unit, as the case may be. For the purposes of this Section, reasonable notice shall be deemed to be fourteen (14) days prior written notice from Landlord to Tenant. Tenant is permitted to be present during any scheduled inspection of the Unit.

4.7.1 Other Inspections. Advance notice shall not be required for the Landlord to enter the Unit for emergencies. If the Landlord does enter the Unit according to an emergency, a notice of such entry shall be communicated in writing to the Tenant; such notice shall include name(s) of personnel that entered the Unit, the date, time and duration of entry, and the nature of the entry.

4.8 SURRENDER. Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Tenant agrees peaceably to surrender up the Unit to the Landlord in the same condition as they may hereafter be repaired and improved by the Tenant; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the Landlord. Upon such cancellation or termination, the Landlord may re-enter and repossess the Unit together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Landlord's election. Provided that Tenant is not otherwise in default of this Agreement, and further provided, that Tenant shall continue to pay to the Landlord the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Tenant shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Unit, provided the removal thereof does not impair, limit or destroy the utility of the Unit or that of the Improvements thereon, and provided, further, that the Tenant repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

4.8.1 Closeout Inspection. Upon Expiration of the Term, the Unit will be inspected for any alterations or damages. Any damage to the Unit, its structure or floor and any alterations not acceptable to the Landlord will be immediately repaired to Landlord's reasonable satisfaction or in the case of alterations, removed by Tenant at its sole cost and expense, or at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant shall be responsible for all damages excluding reasonable wear and tear caused to the Unit.

ARTICLE - V **(TENANT OBLIGATIONS)**

5.1 AIRCRAFT BASE. As applicable, the Tenant agrees that the any Aircraft stored in the Unit for more than 60 days is considered to be based at Manassas Regional Airport and Tenant shall obtain, keep current and provide evidence to the Landlord of an aircraft license for the Aircraft from the Virginia Department of Aviation. A copy of this license must be submitted to the Landlord within 60 days of the execution of this lease.

5.2 TENANT'S INSURANCE. Tenant agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Landlord from time to time, insuring against liability for damage or loss to other aircraft or other property and against liability for personal injury or death arising from acts or omissions of Tenant, its agents, employees, or invitees. Failure to provide proof of the appropriate coverage shall be deemed an event of Default by Tenant and shall be grounds for termination of this Lease by Landlord. On or before the anniversary date of the policy term, the Tenant shall provide proof of insurance continuing beyond that date for a period of at least another year. Tenant shall during the Term of this Lease, procure at its expense and keep in force, the following types of insurance coverage:

5.2.1 General Liability Coverage (Airport Liability). General liability insurance naming the Landlord, the Airport Commission and their respective agents as additional insured against any and all claims for bodily injury and property damage occurring in or about the Airport, the Hangar Facility, Unit or any appurtenances thereto arising from use of the Unit and covering the operation of the Tenant. Such insurance shall be written on an "Occurrence Form" and shall include, without limitation, blanket contractual liability recognizing provisions of this Lease, broad form property damage, and coverage for independent contractors, personal injury liability and coverage for hired auto and non-ownership auto liability. Such insurance shall be primary and not contributing to any insurance available to Landlord and

Landlord's insurance shall be in excess thereto. Such insurance minimums shall be no less than those outlined in the Minimum Standards as they apply to the Tenant's operation. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

5.2.2 Rating; Certificates; Cancellation. The policies required to be maintained by Tenant shall be with companies rated A-X or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the Commonwealth of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, as reasonably determined by Landlord. Certificates of insurance and certified copies of the policies shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least Thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Unit and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least Thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

5.2.3 Insurance Requirements. Tenant shall keep in force such other insurance as the Landlord may reasonably require as stipulated in the Minimum Standards. The City reserves the right to direct the Tenant to increase the minimum insurance if required upon such review. All required insurance must be in effect and so continue during the life of this Lease. To the extent possible, the Landlord shall be named on all insurance policies required to be carried by Tenant under this Lease as either an additional insured or a loss payee, duplicate copies of which policies shall be deposited with the Landlord.

5.3 FIRE EXTINGUISHER. The Tenant shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the Landlord's Fire Marshal.

5.4 SNOW REMOVAL. Tenant agrees to remove all snow and ice in the immediate vicinity of the hangar door, sidewalks, and pedestrian doors. The Tenant shall not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

5.5 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Unit or this Lease, or sublease all or any part of the Unit, or permit the use or occupancy of the Unit by any party other than Tenant, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld at Landlord's sole discretion.

5.6 MACHINERY AND EQUIPMENT: ALTERATIONS AND ADDITIONS: REMOVAL OF FIXTURES.

5.6.1. Floor and Structural Loads. Without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion: (i) no tools, machines, storage cabinets or other fixtures may be attached to the walls, or structure of the Unit that would cause damage or strain the structural integrity of the Unit; and (ii) no load shall be placed upon the floor of the Unit which would exceeds the maximum live load of pounds per square foot which the Landlord has determined is appropriate for the floor of the Unit. No aircraft or aircraft components shall be suspended or lifted utilizing the structure of the Unit or any components of the Hangar Facility. Only lifting devices resting on the floor but not attached to any other portion of the Unit are permitted.

5.6.2 Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or on the Unit, including, but not limited to painting the floor, without Landlord's prior written consent, which consent may be conditioned or withheld at landlord's sole discretion. Landlord may impose a reasonable fee for the review of any proposed alterations, additions or improvements. Any such

alterations, additions or improvements which may be approved by Landlord shall be made, at Tenant's sole expense and in compliance with all applicable laws, by a licensed contractor, free of liens, and in a good and workmanlike manner conforming in quality and design with the Unit existing as of the Commencement Date of this Lease. No such alterations, additions or improvements approved by Landlord shall diminish the value of the Hangar Facility or the Unit, and except as provided in Section 5.6.4 below, all such alterations, additions or improvements shall become the property of the Landlord upon the expiration of the Lease Term.

5.6.3 Existing Alterations. Alterations, additions or improvements to or on the Unit existing prior to the execution of the lease are required to be inspected and approved by the City of Manassas Zoning Department and/or the Fire Marshal. Tenant is required to provide a copy of the inspection to the Landlord. Any alterations not approved shall be removed or altered to comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances and NFPA standards.

5.6.4 Removal of Alterations. Upon the expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with due diligence, remove all trade fixtures and any alterations, additions, or improvements made by Tenant which were designated by Landlord to be removed at the time its consent to the installation thereof was granted, and Tenant shall repair any damage to the Unit caused by such removal. Tenant shall pay Landlord any reasonable damages for injury to the Hangar Facility or the Unit resulting from the removal of its trade fixtures and the alterations. All items of Tenant's personal property that are not removed from the Unit by Tenant at the termination of this Lease shall be deemed abandoned and upon ten (10) days prior notice, the same shall become, at Landlord's sole option, the property of the Landlord.

5.6.4 Electrical Equipment. Tenant will not install or operate in the Unit any electrical or other equipment requiring any changes, replacements or additions to any base Hangar Facility or Unit system, without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion (and if such consent is granted Tenant shall be responsible for the costs of such changes, replacements or additions).

5.7 ENVIRONMENTAL PROVISIONS.

5.7.1 General. Tenant agrees to comply (and to cause its agents, employees, contractors and invitees to comply) with any and all applicable Environmental Laws (as defined below) in connection with: (i) Tenant's use and occupancy of the Unit; and (ii) any other fact or circumstance the existence of which legally imposes on Tenant the obligation to so comply therewith. Tenant shall provide all information within Tenant's control requested by Landlord and/or governmental authorities in connection with Environmental Laws or Hazardous Materials (defined below) relating to the matters contemplated in the preceding sentence.

5.7.2 Tenant's Warranties and Covenants. During the Term of the Lease, Tenant warrants, represents and covenants to and with Landlord as follows:

(A) Tenant will not introduce, or permit or suffer the introduction, within the Unit or the Hangar Facility: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (iv) petroleum products; or (v) except as permitted below, any flammable material or explosives, radioactive materials or other substance constituting "hazardous materials" or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.) and the regulations adopted and promulgated pursuant thereto, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or successor legislation thereto, or any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, the "**Environmental Laws**"). The substances described in (i), (ii), (iii), (iv) or (v) above are hereinafter collectively referred to herein as "**Hazardous Materials**".

(B) Except as expressly permitted hereby, the Unit will never be used by Tenant for any activities involving, directly or indirectly, the use, generation, treatment, transportation, storage or disposal of any Hazardous Materials, or to refine, produce, store, handle, transfer, process or transport Hazardous Materials.

(C) Tenant: (i) shall comply with the Manassas Regional Airport Rules and Regulations, Environmental Laws and all other applicable laws, rules and regulations or orders pertaining to health, the environment or Hazardous Materials, in so far as such laws pertain to Tenant's use and occupancy of the Unit or the need for such compliance arises due to the acts or omissions of Tenant, its agents, employees, contractors, invitees, subtenants or assignees; (ii) shall not, except as specifically permitted hereby, store, utilize, generate, treat, transport or dispose of (or permit or acquiesce in the storage, utilization, generation, transportation, treatment or disposal of) any Hazardous Materials on or from the Unit; (iii) shall cause its agents, employees, licensees, contractors, invitees, subtenants and assignees to comply with the representations, warranties and covenants herein contained and shall be responsible for any non-compliance by any such party(ies); (iv) agrees that no portion of the Unit will be used by Tenant or any assignee or subtenant of Tenant as a dump or recycling center; and (v) will not install any fuel tanks of any type, nor store any fuel in the Unit, except for fuel that is in the Authorized Aircraft.

(D) In the event of any Hazardous Materials Release (as hereinafter defined) which is attributable, in whole or in part, to the presence of Hazardous Materials existing in, on or about the Unit or the Hangar Facility subsequent to the Commencement Date, which is caused, directly or indirectly, by Tenant or Tenant's agents, employees, contractors, licensees, invitees, sub-tenants or assignees, or which is otherwise Tenant's responsibility under the terms of this Lease, Tenant shall, at the direction of Landlord or any federal, state, or local authority or other governmental authority, remove or cause the removal of any such Hazardous Materials and rectify any such Hazardous Materials Release, and otherwise comply or cause compliance with the laws, rules, regulations or orders of such authority, all at the sole expense of Tenant, including without limitation, the undertaking and completion of all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Unit or the Hangar Facility. If, under such circumstances, Tenant shall fail to proceed with such removal or otherwise comply with such

laws, rules, regulations or orders within the period permitted under the applicable regulation or order (if any), the same shall constitute a Default under this Lease (without any notice to Tenant required), and Landlord may, but shall not be obligated to, take such action as may be reasonably necessary under the circumstance to eliminate such Hazardous Materials from the Unit or the Hangar Facility, as the case may be, or otherwise comply with the applicable law, rule, regulation or order, acting either in its own name or in the name of Tenant pursuant to this Section, and the cost thereof shall be borne by Tenant and thereupon become due and payable hereunder; provided, however, that Landlord shall not exercise its self-help rights hereunder, nor exercise any right otherwise provided herein to terminate this Lease or Tenant's right of possession due to Tenant's failure or inability to correct such problem within a time certain as long as Tenant is at all times using its best efforts its efforts to correct the problem (provided however, that if Landlord determines, in its reasonable discretion, that there exists a substantial risk of injury, property damage or governmental enforcement action against Landlord, or governmental or third party civil liability to Landlord, then Landlord shall, notwithstanding Tenant's continuing best efforts to correct the problem, be entitled to take such independent action, and to recover the reasonable and actual costs associated therewith from Tenant). Tenant shall give to Landlord and its authorized agents and employees access to the Unit for such purposes and hereby specifically grants to Landlord a license, but not the obligation, to remove the Hazardous Materials and remediate any Hazardous Material Release as defined below and otherwise comply with such applicable laws, rules, regulations or orders, acting either in its own name or in the name of the Tenant pursuant to this Section.

(E) Tenant hereby indemnifies and holds the Landlord and its respective, agencies, boards, commissions, committees, elected and appointed officers, partners, employees and agents harmless from, against, for and in respect of, any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of actions, encumbrances, fines, penalties, and costs and expenses suffered, sustained, incurred or required to be paid by Landlord (including, without limitation, lost rent, diminished value, reasonable fees and disbursements or attorneys, engineers, laboratories, contractors and consultants) because of, or arising out of or relating to a violation of any of the Tenant's representations, warranties and covenants under this Section, including any Environmental Liabilities (as hereinbelow defined) arising therefrom. For purposes of this indemnification clause, "**Environmental Liabilities**" shall include all costs and liabilities with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials (each a "**Hazardous Materials Release**"), including without limitation, cleanups, remedial and response actions, remedial investigations and feasibility studies, permits and licenses required by, or undertaken in order to comply with the requirements of, any federal, state or local law, regulation, or agency or court, any damages for injury to person, property or natural resources, claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Unit or the Hangar Facility relating to the foregoing. The foregoing indemnification and the responsibilities of Tenant under this Section shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any Hazardous Materials or contamination that it can prove existed prior to the Commencement Date.

(F) Tenant shall promptly notify Landlord in writing of the occurrence of any Hazardous Materials Release or any pending or threatened regulatory actions, or any claims made by any governmental authority or third party, relating to any Hazardous Materials or Hazardous Materials Release on or from the Unit, and shall promptly furnish Landlord with copies of any correspondence or legal pleadings or documents in connection therewith. Landlord shall have the right, but shall not be obligated, to notify any governmental authority of any state of facts which may come to its attention with respect to any Hazardous Materials or Hazardous Materials Release on or from the Unit following consultation with Tenant.

(G) Tenant agrees that Landlord shall have the right (but not the obligation) to conduct, or to have conducted by its agents or contractors, such periodic environmental inspections of the Unit as Landlord shall reasonably deem necessary or advisable from time to time. Landlord shall provide Tenant with fourteen (14) days' prior notice of any such inspection of the interior of the Unit, except in case of an emergency, in which case only such notice as may be practicable under the circumstance shall be required. The cost of any such inspection shall be borne by Tenant in the event such inspection determines that Tenant has breached the covenants set forth in above.

5.7.3 Permitted Materials. Notwithstanding the foregoing, Tenant shall be permitted to store reasonable amounts of Hazardous Materials that are typically used for the Tenant's business such as cleaners, oils, lubricants, and similar materials (collectively the "**Permitted Materials**"), provided, to the extent use and storage of the Permitted Materials are regulated, Tenant must (A) be licensed by the applicable and appropriate governmental authorities to possess and store such Permitted Materials within the Unit, (B) Tenant must notify and provide Landlord with a list of each Permitted Material stored within the Unit, and (C) all such Permitted Materials must be properly used, stored and disposed of in a manner and location meeting all Environmental Laws and corresponding regulations. If Landlord in its reasonable opinion determines that said Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work on Tenant's behalf and at Tenant's sole expense and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

5.8 **AIRCRAFT FUELING.** Aircraft shall not be fueled while in the Unit at anytime.

5.9 **PAINTING.** No painting of aircraft or aircraft parts will be allowed in the Unit without the Tenants first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

5.10 **MAINTENANCE OF HANGER.** At all times during the Term of the Lease, or while Tenant is in possession of the Unit, the Tenant shall keep the Unit in a clean, orderly and first-class operating condition, free of dirt, rubbish, and insects. Tenant shall keep the floor of the Unit clean and free of debris at all times.

5.11 **ROUTINE MAINTENANCE.** During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit and perform, at its sole expense, all routine maintenance "**Routine Maintenance**" is a function of preserving each type of facility as near as possible in its condition as constructed. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

5.12 **FUEL DISPOSAL.** The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Tenant agrees to provide an area for the proper disposal of sump fuel for Tenant.

ARTICLE – VI **(LANDLORD SERVICES)**

6.1 SERVICES PROVIDED.

6.1.1 Repairs. Landlord shall maintain, repair, replace and keep in good operating condition, comparable hangars similar to the Unit, as reasonably determined by the Landlord, the roofs, foundations, HVAC replacement, conduits, downspouts, gutters, and structural walls of the Unit (hereinafter referred to as the “*Landlord’s Repair Obligation*”); provided that, to the extent the need for any such repairs or replacements arise as a the result of the negligence or willful misconduct of Tenant (or Tenant’s agents, employees, contractors, invitees, assignees or sub-tenants) and the same is not covered under the policies of casualty insurance which are required to be carried by the parties pursuant to this Lease (in which case the proceeds of such insurance will be utilized to satisfy the cost thereof), the cost of such repairs or replacements shall be reimbursable by Tenant to Landlord, and such reimbursement shall be due not later than Thirty (30) days after Landlord’s written demandtherefore.

6.1.2 Airport Services. The Landlord covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the Landlord may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Landlord further agrees to maintain the taxilanes, taxiways, aprons, and runways in good repair including the removal of snow. The Landlord agrees to keep in good repair hard-surfaced public roads for access to the Unit and remove snow therefrom in order to make such roads reasonably passable. The Landlord also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Unit for access thereto by the Tenant in accordance with the City policies governing same.

6.1.3 Snow Removal. The Landlord agrees to remove snow from the taxilanes, public roads, taxiways, aprons, and runways. Snow in front of the hangar door will be to the extent safely possible, given the capabilities and limits of the Airport equipment and its operator and/or the Airport’s contractors.

6.1.4 Waste/Trash Storage, Handling and Removal. Landlord agrees to provide trash services and appropriate dumpsters necessary for Tenant to dispose of trash from Unit. Tenant shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Unit or out of its operations. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Unit is forbidden. Tenant shall not dispose of hazardous material, or household items that are not related to the Unit, at the Unit. The dumpster shall remain closed at all times. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Tenant shall use extreme care when effecting removal of all such waste to prevent littering the Airport. The Tenant shall dispose of its sanitary sewage through the City’s sanitary sewer system.

ARTICLE - VII **(LIABILITY, INDEMNITY, AND DAMAGE)**

7.1 DISCLAIMER OF LIABILITY. Landlord hereby disclaims, and Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the Term of this Lease, including but not limited to loss, damage or injury to the Authorized Aircraft or other property of Tenant that may be located or stored in or about the Unit, unless such loss, damage or injury is caused by Landlord's gross negligence or intentional willful misconduct. Landlord does not, by this provision, or otherwise, waive sovereign immunity. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Unit.

7.2 INDEMNITY: FORCE MAJEURE. Tenant agrees to release, indemnify and hold Landlord, its agencies, boards, commissions, committees, partners, elected and appointed officers departments, employees and agents harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Landlord by reason of any loss of or damage to any property and, to the extent permitted by law, the injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Landlord or its servants, employees, departments, invitees, or agents of any covenant or condition of the Lease or by any act or failure to act of those persons. Landlord shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Landlord's control.

7.3 DAMAGE. Tenant shall be liable for any and all damage to the Unit or the Hangar Facility caused by Tenant's use, including, but not limited to, bent or broken interior walls, holes in the wall, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant shall exercise reasonable care to keep oil and grease off the floor and immediately clean any oil or grease that reaches the floor. Any floors that have been painted without the prior written approval of Landlord shall be stripped and the paint removed at Tenant's expense.

7.4 CASUALTY. In the event the Unit or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Unit, as reasonably determined by Landlord, is not rendered completely unusable by Tenant or deemed by the Landlord to have been condemned as a result of such damage. In the event of such damage, Tenant shall immediately give notice to Landlord. If the Unit is rendered unusable by Tenant as a result of such damage and Landlord elects to repair the damage, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of the Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If Landlord elects not to repair the Unit, this Lease shall terminate.

7.5 DISCHARGE OF LIENS. Tenant shall not permit any mechanics', laborers' or materialmens' liens to stand against the Unit by reason of any work, labor, services, or material done for or supplied to Tenant or anyone holding the Unit through or under the Tenant. If any such lien shall at any time be recorded against the Unit or against the Landlord's interest therein, then the Tenant shall: (a) give written notice thereof promptly to Landlord; and (b) cause the same to be discharged of record within thirty (30) days after the date of recording the same, either by payment, deposit, or bond. If Tenant fails to discharge any such lien within such period, then Landlord, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Tenant shall immediately pay Landlord any amount paid or deposited by Landlord to discharge such lien.

7.6 FAILURE TO MAINTAIN. In the event the Tenant fails within a period of thirty (30) days after notice from the Landlord: (a) to commence to do any of the maintenance work required to be done by Tenant under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Unit in good repair and working condition (together, the "**Required Maintenance**"); and (b) to diligently continue to complete the Required Maintenance as required under the terms of this Agreement; then, the Landlord may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Unit, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Unit, and proceed to do the Required Maintenance, and do all things reasonably necessary in order to complete the Required Maintenance. Provided, however, if in the sole opinion of the City, the Tenant's failure to perform any such Required Maintenance creates an emergency or an event which in the City's sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Tenant, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Maintenance at any time after the giving of such notice (together, the "**Emergency Maintenance**"). The cost and expense incurred by the City in order to make the Required Maintenance, to include any of the Emergency Maintenance made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Tenant to the City upon demand together with interest thereon at the Default Interest Rate. The City's costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Tenant's obligation to perform the Required Maintenance.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Maintenance, the Tenant hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Tenant as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Unit or to perform any of the Required Maintenance or the Emergency Maintenance.

7.7 INTERFERENCE WITH COMMUNICATIONS. Further, in operating its machinery and equipment at or from the Unit or elsewhere at the Airport, the Tenant shall take all reasonable measures necessary to insure that it will not produce at the Unit or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.8 CLOSURE OF ACCESS. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway, taxilane, taxiway, apron, or access gate and any other way at, in or near the Unit presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Unit remains available to the Tenant. Closure of such areas may be done at any time when such action is considered to be necessary and without notice. The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Unit or in any streets or roadways or access gates near the Unit or elsewhere at the Airport.

ARTICLE - VIII **(DEFAULT)**

8.1 EVENTS OF DEFAULT. The following shall be events of default (each a "*Default*" or an "*Event of Default*" as the context may require):

8.1.1 Rent. If Tenant fails to pay Rent, Additional Rent, or any other sum required to be paid hereunder on the first (1st) day of the month. Failure to pay Rent or any other sum required to be paid to Landlord hereunder on or before the due date for such payment occurring shall constitute a Default by Tenant without requirement of a notice and opportunity to cure being given; or

8.1.2

8.1.3 Covenants. If Tenant fails to perform any term, covenant or condition of this Lease (except payment of Rent), and Tenant fails to cure such breach within thirty (30) days after written notice from Landlord where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Tenant shall not be in Default if it commences such performance promptly after its receipt of Landlord's written notice and diligently thereafter prosecutes the same to completion; provided that no such thirty (30) day grace period shall be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations; (ii) the Default relates to the assignment and subletting provisions; (iii) the Default relates to a violation by Tenant of any of the environmental provisions of this Lease; (iv) the Default is of a nature as set forth in Section 8.1.3 below, in which event the periods set forth therein shall control, or Section 8.1.4 below, in which event there shall be no applicable cure period; or (v) there exists a reasonable possibility of danger to the Unit or the Hangar Facility or the health or safety of the Landlord, the Tenant, Tenant's invitees, or any other occupants of, or visitors to, the Airport; or

8.1.4 Bankruptcy or Liquidation. If Tenant shall: (i) make an assignment for the benefit of creditors; (ii) acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension or insolvency proceedings; (iii) seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant and of all or substantially all of Tenant's property; (iv) file a petition seeking an order for relief under the Bankruptcy Code, as now or hereafter amended or supplemented, or by filing any petition under any other present or future federal, state or other statute or law for the same or similar relief; or (v) fail to win the dismissal, discontinuation or vacating of any involuntary bankruptcy proceeding within Sixty (60) days after such proceeding is initiated; or

8.1.5 Continued Occupancy or Abandonment. If the Tenant fails to regularly store, in

the reasonable opinion of the Airport Director, the Authorized Aircraft identified in this Lease in the Unit or has otherwise vacated the Unit.

8.2 **REMEDIES UPON DEFAULT.** In the Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which Landlord may resort to cumulatively, consecutively, or in the alternative:

8.2.1 Continuation of Lease. Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent and other charges when due.

8.2.2 Termination of Lease. Landlord may terminate this Lease, or may terminate Tenant's right to possession of the Unit without terminating this Lease, for cause, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Tenant's rights hereunder) shall immediately terminate, provided that, without limitation, Tenant's obligation to pay Rent and any damages otherwise payable under this Lease shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Tenant's right of possession, all of Tenant's rights in and to possession of the Unit shall terminate but this Lease shall continue subject to the effect of this Section. Upon either such termination, Tenant shall surrender and vacate the Unit in the condition required by this Lease, and Landlord may re-enter and take possession of the Unit and all the remaining improvements or property and eject Tenant or any of the Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. Landlord shall thereafter deliver to Tenant any personal property it took possession of, at a time and location selected in Landlord's sole and absolute discretion. Any such property not claimed by Tenant shall be deemed abandoned. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Tenant, all of which shall expressly survive such termination. Landlord may relet the Unit for a period shorter or longer than the remaining Lease Term. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Unit or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a constructive or other termination of Tenant's right to possession or of this Lease, either of which may be effected solely by an express written notice from Landlord to Tenant. On termination, Landlord shall have the right to remove all Tenant's personal property and store same at Tenant's cost, and to recover from Tenant, as damages: (i) Rent and other sums due and payable which had been earned at the time of termination; plus (ii) any other amount necessary to compensate Landlord for all of the out-of-pocket costs incurred on account of Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, any costs or expenses reasonably incurred by Landlord: (a) in retaking possession of the Unit; (b) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Unit or a portion thereof, including such acts for reletting to a new tenant or tenants; (c) for leasing commissions (if any); or (d) for any other costs necessary or appropriate to relet the Unit together with the unamortized portion of any improvements made for Tenant by Landlord and paid for by Landlord.

8.2.3 Re-entry and Removal. Landlord may, with or without terminating this Lease, re-enter the Unit with or without judicial process and remove all persons and property from the Unit; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Tenant fails to claim said property within ten (10) days of notice from Landlord, it shall be deemed to be abandoned and may be disposed of by landlord without liability to the Tenant. No re-entry or taking possession of the Unit by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. If the Authorized Aircraft or other equipment of Tenant is left in the Unit, Landlord shall have the right to remove the Authorized Aircraft and other property of the Tenant, store the Authorized Aircraft at an itinerant aircraft tie-down location and charge the Tenant for the storage of the Authorized Aircraft at Landlord's then current transient aircraft tie-down rates in effect. In such case, Tenant further agrees that neither Landlord, nor its agents, officers nor employees shall be in any way responsible for any loss or damage to the Authorized Aircraft or other property, except for any loss or damage resulting from the gross negligence of the Landlord, its agents, officer, or employees. Tenant acknowledges and agrees that pursuant to applicable Virginia law, Landlord may impose a lien upon the Authorized Aircraft for the amounts which may be due to Landlord under this Lease until such amounts are paid in full.

8.2.4 Waiver by Tenant. Landlord shall not be responsible to Tenant for any cost, damages, or expenses incurred by Tenant as a result of Tenant's Default under this Lease. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) except as may be otherwise specifically required herein, to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given; (ii) to redeem the Unit; (iii) to re-enter or repossess the Unit; (iv) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease; (v) to the benefit of any law which exempts property from liability for debt or for distress for rent; or (vi) as provided herein, to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.

8.2.5 Attorney Fees and Costs. In case suit shall be brought for recovery of the Unit, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept and performed, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees of not less than twenty-five percent (25%) and costs.

8.2.6 Remedies Not Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monetary sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. In case of re-entry, repossession or termination of this Lease, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to other accrued liabilities), to the extent legally permissible, for the rent, additional rent and all other charges provided for herein. Landlord may file suit to recover its damages from time to time or at the end of the Term as Landlord shall elect.

ARTICLE - IX **(GENERAL PROVISIONS)**

9.1 CHOICE OF LAW: JURISDICTION. It is mutually understood and agreed that this Lease shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance (without regard to the choice of law and/or conflict of law principles applicable in such State). Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Prince William, Commonwealth of Virginia.

9.2 NOTICES. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by overnight delivery service or certified or registered mail, return receipt requested:

<p>(1) <u>If to Landlord, addressed to:</u> Airport Director Manassas Regional Airport 2nd Floor 10600 Harry J. Parrish Boulevard Manassas, VA 20110</p>	<p>(2) <u>If to Tenant, addressed to:</u> American Aviation - 10503 Wakeman Drive - Manassas, VA 20110 _____ _____</p>
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9.3 INTEGRATION. This Lease constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Unit. Any change or modification hereof must be in writing signed by both parties.

9.4 WAIVER. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. Landlord shall not be bound by any notation accompanying any payment nor shall any waiver be construed by acceptance of a partial payment.

9.5 SUCCESSORS BOUND. This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

9.6 SEVERABILITY. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to the Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

9.7 ESTOPPEL CERTIFICATES. Upon request of the Landlord, Tenant will execute and deliver to the Landlord within twenty (20) days of the request therefore, an instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of the Tenant's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed, and that as of such date no default has been declared hereunder by the Landlord and that the Tenant at the time has no knowledge of any factor or circumstances which it might reasonably believe would give rise to a default.

9.8 EXECUTION IN COUNTERPARTS. This Lease may be executed by both parties in counterparts; each of which shall be deemed an original, but all such counterparts taken together shall constitute on and the same Lease.

9.9 WAIVER OF TRIAL BY JURY. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Unit, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Unit, Tenant will not interpose any counterclaim of whatever nature or description.

9.10 OBLIGATION TO PAY ABSOLUTE. Except as specifically provided herein, this Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed are absolute and shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease. Tenant shall not be released of the obligation to pay rent for any reason, including, but not limited to, strikes or labor troubles of any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by acts of war or terrorism.

9.11 CONFLICTS. In the event that this Lease conflicts with a provision of the Airport's Minimum Standards or the Manassas Regional Airport's Rules and Regulations, the most restrictive provision shall govern.

9.12 CITY ORDINANCES. The Tenant's use of the Unit shall at all times comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances regarding zoning.

9.13 HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Lease Term, Tenant shall be deemed, at Landlord's option, a trespasser or a tenant at sufferance, which tenancy may be terminated as provided by this Lease and applicable law. During any holdover tenancy (whether or not consented to by Landlord), unless Landlord has otherwise agreed in writing, Tenant agrees to pay to Landlord, a per diem occupancy charge equal to two hundred percent (200%) of the per diem Rent as was in effect under this Lease for the last month of the Lease Term. Such payments shall be made within five (5) days after Landlord's demand, and in no event less often than once per month (in advance). In the case of a holdover which has been consented to by Landlord in writing, unless otherwise agreed to in writing by Landlord and Tenant, Tenant shall give to Landlord thirty (30) days prior written notice of any intention to quit the Unit, and Tenant shall be entitled to thirty (30) days prior written notice to quit the Unit, except in the event of non-payment of Rent in advance or the breach of any other covenant or the existence of a Default. Upon expiration of the Lease Term as provided herein, Tenant shall not be entitled to any notice to quit, the usual notice to quit being hereby expressly waived under such circumstances, and Tenant shall surrender the Unit on the last day of the Lease Term.

9.14 SALES AND AUCTIONS: SIGNAGE. Tenant may not display or sell merchandise outside the Unit and may not use such areas for storage. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Unit whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not display any sign, graphics, notice, picture, or poster, or any advertising matter whatsoever, anywhere in or about the Unit at places visible from anywhere outside or at the entrance to the Unit without first obtaining Landlord's written consent thereto, which consent may be withheld, conditioned or delayed at Landlord's sole discretion. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such permitted signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such signs.

9.15 SIGNAGE. The Tenant shall have the right to install and maintain one or more signs on the Unit identifying Tenant's business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs, new or existing, must comply with the City's sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City's sign ordinance. The Tenant shall advise the Airport Director of its intent to request a permit from the City to install signs on the Unit prior to making such application.

9.15 NO ACCORD OR SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other sums due hereunder shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord, irrespective of any such restrictive endorsement, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sum and to pursue any other remedy provided in this Lease.

9.16 ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and Tenant and delivery of a signed copy by Landlord to Tenant.

9.17 JOINT OBLIGATION. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

9.18 MARGINAL HEADINGS, ETC. The marginal headings and titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

9.19 RECORDATION. Except to the extent otherwise required by law, neither Landlord nor Tenant shall record this Lease or a memorandum hereof.

9.20 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or inequity.

9.21 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

9.22 SURVIVAL. All indemnities set forth in this Lease shall survive the expiration or earlier termination of this Lease.

9.23 RELATIONSHIP OF PARTIES. The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall not at any time during the Term of this Lease become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant. This Lease shall not deem to create a partnership or joint venture between Landlord and Tenant.

9.24 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANY OTHER TERMS OR PROVISIONS CONTAINED ELSEWHERE IN THIS LEASE, LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AUTHORIZED AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE UNIT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE UNIT UNDER THIS LEASE.

9.25 LEGAL REVIEW AND AUTHORITY. The parties hereto further acknowledge that they have thoroughly read this Lease, including any exhibits, incorporated documents and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein; and, having so done, no rule of construction against the party drafting the document shall apply, do hereby execute this Lease effective as of the day and month first above mentioned. The parties further acknowledge and affirm that the individual signing this Lease has sufficient authority to bind the party for which he/shesigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused this Lease to be executed on their respective behalves by their duly authorized officers, as of the Effective Date above written.

<p>TENANT:</p> <p>American Aviation Services, LLC</p> <p>By: _____ Name: _____ Title: _____ _____ [If signing on behalf of company/LLC]</p>	<p>LANDLORD:</p> <p>CITY OF MANASSAS</p> <p>By: _____ Name: _____ Title: Airport Director, Manassas Regional Airport</p>
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Item 5.2

Tenant Contact Information: 14817 Glenkirk RD		
Address		
Nokesville	VA	20181
City	State	Zip Code
(703) 368-9599	(703) 582-7220	
Work Phone	Cell Phone	Home Phone
Email: ann@americanaviationllc.com		Fax: (703) 368-9445

Administrative Use Only:

- ☐ List of Aircraft (if applicable)
- ☐ Insurance
 - ☐ Certificate of Insurance
 - ☐ Additionally Insured Endorsement
- ☐ Articles of Incorporation/Bylaws (if applicable)
- ☐ Commercial Operating Permit (if applicable)
- ☐ Deposit (1st month's rent)
- ☐ 1st Month Payment (full or prorated)
- ☐ Utilities (provide information)
- ☐ Issue Keys (once payment clears)
 - ☐ Hangar Lock and Key
 - ☐ Office Key
- ☐ Gate Cards
 - ☐ Driver Training
- ☐ Welcome Booklet
- ☐ Soft copy/Hard copy
 - ☐ Email or mail welcome letter with lease
- ☐ Send lease to Treasurer's Office
- ☐ Enter into tenant database

Initials: _____ Date: _____

DRAFT