

**CRAWFORDSVILLE REGIONAL AIRPORT
T-HANGAR LEASE**

THIS LEASE AGREEMENT, made this [redacted] day of [redacted], 20[redacted], between the Board of Aviation Commissioners (BOAC) of the City of Crawfordsville, Indiana, a political subdivision of the State of Indiana, hereinafter called "AIRPORT", and [redacted] hereinafter called "TENANT", WITNESSETH:

1. LEASE OF HANGAR. The Airport leases to the Tenant the following premises (hereinafter referred to as "the premises"): Hangar # [redacted] at the Crawfordsville Regional Airport, 759 West County Road 400 South, Crawfordsville, Montgomery County, Indiana.

2. PREMISES. Tenant's use of the Hangar will be for the storage of aircraft in compliance with the Airport's adopted Rules and Regulations for the Hangar Area, as amended from time to time, which are incorporated herein and which Tenant acknowledges having reviewed. No other use may be made of the Hangar without Airport's express prior written consent.

The following described aircraft is registered to the Tenant, and authorized for storage in the Hangar:

Make	Model	Registration Number
[redacted]	[redacted]	[redacted]

Name and Address of Record Owner of Aircraft (including any partnership/corporation):

[redacted]
[redacted]
[redacted]

If ownership of the above registered aircraft ceases and is not reinstated within 120 days, this Agreement will automatically terminate. If Tenant purchases or leases an aircraft different than the one registered above, Tenant must notify Airport within fourteen (14) days of such an occurrence.

3. TERM. The term of this Agreement will be for a period of one year, commencing on [redacted], 20[redacted] and ending [redacted], 20[redacted] ("Term"). This Agreement will be renewed automatically for succeeding terms of one year unless terminated under the terms of this Agreement. Tenant or Airport may terminate the Lease at the end of any term by providing at least 90 days' written notice to the other party before the end of the term.

4. RENT. Rent is \$ [redacted] per month, subject to increase as provided in paragraph 4.C., payable in advance on the first day of each month without demand or notice. All rent and other charges and fees are payable to the Crawfordsville Regional Airport, 759 West 400 South, Crawfordsville, IN 47933. An additional fee for returned checks in the amount of \$20 will be assessed for any payments dishonored by the issuing financial institution. A payment not

received by the 15th day ~~of the month in~~ which it is due is delinquent, and after that 15th day, an additional late fee of ten percent (10%) of the unpaid rent will be due and payable, all such sums to be payable without relief from appraisal and valuation laws;

A. Proration. If Tenant elects to occupy the Hangar before the monthly billing cycle begins, Tenant will be responsible for payment of a prorated portion of the Rent set forth herein, as determined by the number of days remaining in the previous billing cycle (“**Proration**”). Said Proration will be incurred as a fixed charge and will be non-refundable. If Tenant elects to voluntarily terminate this Agreement after the date the monthly billing cycle begins, Tenant will be responsible for the entire month’s Rent as set forth in this Agreement, and no proration will be given.

B. Incidental Charges. Entry into this Agreement will not entitle Tenant to any specific services of Airport personnel except necessary maintenance of the Hangar. Tenant will be charged for all incidental services of Airport personnel (“**Incidental Charges**”), including, but not limited to, towing of aircraft, after hours call-out, tow/handling fee, in amount as determined by the Airport’s adopted Rates and Charges, as amended from time to time, which are incorporated herein. Incidental Charges will be billed as fixed charges. Airport will provide Tenant with an invoice for any Incidental Charges incurred, which Tenant will pay within thirty (30) days of receipt.

C. Rent Increases. Airport may, from time to time, institute a Rent Increase. Notice will be provided to Tenant no less than sixty (60) days prior to implementation of any increase. Tenant may elect ~~Voluntary~~ Early Termination, as set forth in Section 14 of this Agreement, or may elect to continue this Agreement through its full term. If Tenant fails to elect Voluntary Early Termination in writing, Tenant will be deemed to have consented to the Rent Increase and will be charged the increased Rent beginning with the next billing period following the date indicated in the notice. Airport will not initiate a rent increase less than 12 months following an adopted rent increase. And any rent increase adopted will not go into effect for Tenant until the first month of a new, one-year term for Tenant has begun.

5. USE OF PREMISES. Prior to execution of this Agreement, Tenant has had the opportunity to inspect the Hangar and accepts the Hangar in its present condition. Tenant may use the premises solely for the storage and maintenance of an airplane, aircraft or items incidental thereto owned by Tenant and for no other purpose whatsoever without the express written consent of the Airport. Tenant may not use the premises for any use which may be for profit, repair or maintenance of aircraft not owned by the Tenant, nor commercial in nature. The essence of this Lease is to rent space for the storage and maintenance of only aircraft personally or corporately owned by the Tenant. Tenant will at all times maintain the interior of the premises in a neat, orderly and clean condition.

- A. Tenant must comply with any and all applicable federal and state aviation laws, rules and regulations, local ordinances, and rules of the Crawfordsville Regional Airport.

- B. Aircraft must be removed from the hangar prior to starting the engine(s) and directed so that propeller wash will not enter the hangar.
- C. No unattended auxiliary aircraft heating devices may be operated on the premises unless approved for that specific aircraft and permanently installed in conjunction with the applicable STC or 337. Heating devices specifically designed for aircraft, but not permanently installed, will be considered by the BOAC on an individual basis, for unattended use, if U.L. approved, as directed in Section 8.
- D. No spray doping or spray painting may be performed on the premises.
- E. No fuels, oils, dopes, paints solvents or acids may be disposed or dumped in the premises, drains, on the ramp areas, catch basins, ditches or elsewhere on the airport, with the exception of oil. TENANT must dispose of all waste oil in the Airport's approved containers designated for such purposes located at the maintenance building.
- F. No fueling may be performed in the hangar area.
- G. Overhead, bi-fold doors must be left down and in latched and locked position at all times Tenant is away from the airport. Sliding, push back doors must be closed and locked at all times that Tenant is away from the airport. Tenant is solely responsible and liable for any and all damage caused to the door(s), hangar(s), any aircraft, and any and all other property that may occur as a result of Tenant allowing the hangar door(s) to remain open and/or unlocked.
- H. Tenant understands that under certain conditions, Airport may be required to move Tenant's aircraft from the leased premises, whether to mitigate damages if Tenant is in default of this Lease or in the event of an emergency, safety, or repair. If it is necessary for Airport to move Tenant's aircraft, then it will be moved to another location of Airport's choice at the airport, and all reasonable care will be taken by Airport to avoid damage to the aircraft. If repairs or changes to the Hangar are a direct result of Tenant's negligence, Tenant will be responsible to reimburse Airport the full costs of said repairs or changes, regardless of whether said repairs or changes are completed by Airport personnel or a third party.
- I. Tenant's exclusive use is restricted to the Hangar designated herein and does not apply to any ramp, apron or taxiway within the Hangar Area. All such ramps, aprons, or taxiways within the Hangar Area are common use areas available to all other users and tenants of the Airport. Tenant agrees that Tenant's aircraft will not be parked or positioned in such common use areas so as to block, limit, or restrict the use of the ramps, aprons, taxiways, or hangars by other Airport tenants or users.

- J. Tenant may park an operable automobile within the Hangar only while the registered aircraft is in use and subject to any Parking Rules and Regulations issued by Airport. Tenant may not park any automobile outside of the Hangar or anywhere else on Airport property, except in authorized parking areas so as not to block, limit, or restrict the use of the ramps, aprons, taxiways, or hangars by other Airport tenants or users. Airport will have the right to remove any automobile at Tenant's expense that is parked in an unauthorized area.
- K. Aircraft storage is the primary purpose and use of the Hangar. Any other items stored in the Hangar, in addition to the aircraft, must be done in a manner that prevents a hazard and does not impede access in or out of the Hangar.
- L. An aircraft owner may perform maintenance in the hangar as normally permitted to be accomplished by an owner only as described in Federal Aviation Administration Regulation Part 43 Appendix A (15 CFR 43). Only a registered owner who is at least a private pilot and qualified in the aircraft is allowed to perform maintenance. If the Tenant wishes to bring in a third party to perform any maintenance on an aircraft in the hangar or on Airport property, that person must be properly certificated by the FAA to perform the required maintenance. Before a third party mechanic can perform any maintenance at the Airport the Tenant or the mechanic must provide a copy of the mechanic's certification and proof of insurance in order to obtain written approval in accordance with the Airport's Rules & Regulations and Minimum Standards. ~~No maintenance on the Aircraft may be performed in the hangar without the prior written approval of Airport, except such minor maintenance as would normally be performed by an Aircraft owner without the benefit of an Aircraft mechanic as described in the Federal Aviation Administration Regulation Part 43 Appendix A (14 CFR 43).~~ The Airport's manager or designee will be the ~~sole~~ judge of whether any maintenance commenced by Tenant ~~is more than minor~~ lies outside of these parameters and said decision will be final and binding upon Tenant if not appealed in writing within 3 days to the Board of Aviation Commissioners. If Tenant wishes to appeal a decision and submits the appeal timely and in writing the Board of Aviation Commissioners will hold a hearing within 30 days. A decision by the Board of Aviation Commissioners is final. Tenant must take steps to ensure that the performance of such maintenance work will not damage the Hangar. Tenant is responsible for the removal and disposal of all petroleum-based products, chemicals, solvents, oils, or any other substances used in the maintenance of aircraft or related operational activities. All such contaminants including liquids, chemicals, contaminated rags or parts must be disposed of in accordance with all applicable environmental standards as well as federal and state laws.
- M. Tenant may store not more than five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the leased premises, provided that any such storage is limited to NFPA approved containers, or unopened original cans.

- N. One (1) key to the hangar door will be issued by Airport to each Tenant entering into this Agreement. Tenant is prohibited from duplicating or transferring the key without express written permission from Airport. Additional keys may be obtained from the Airport with notice, for a one-time fee in amount as determined by the Airport's adopted Rates and Charges, as amended from time to time. Upon termination of this Agreement, Tenant agrees to return all keys, locks and other equipment, furnished by Airport or in the event of loss, to pay the full replacement value of same.
- O. Tenant may not modify or alter the Hangar structure in any way without the express written permission of the Airport. The Airport's consent may not be unreasonably withheld so long as such alterations, improvements, installations and additions are consistent with the permitted uses of the premises. If the Airport consents to any alterations, improvements, installations or additions, it may impose such conditions with respect thereto as the Airport deems appropriate, including, without limitation, requiring Tenant to furnish the Airport with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work, plans and specifications plus permits necessary for such work and, following completion, "as-built" drawings showing the actual location of the alterations, improvements, installations and additions. The work necessary to make any alterations, improvements, installations or additions to the premises, whether prior to or subsequent to the commencement date must be done at Tenant's expense by contractors selected from a list of contractors preapproved by the Airport. Tenant must pay all contractors, subcontractors, workmen, and other entities that provide labor or materials to make the alteration, improvement, installation or addition, and Tenant must ensure that no mechanic's liens are filed on the Airport property. If a mechanic's lien is filed, Tenant will be liable to the Airport for all money the Airport is required to pay to remove the lien, including but not limited to attorney's fees, court costs, disputed amounts for labor and materials, and other damages. All alterations, improvements, installations and additions to the premises, whether temporary or permanent in character, will, without compensation to Tenant, become the Airport's property at the termination of this Lease unless the Airport requests removal, which will be done at Tenant's expense.
- P. Tenant is solely responsible for maintaining the conditions of anything used to secure the aircraft in the hangar. Tenant accepts and recognizes that it or its agents are solely responsible for setting parking brakes, placing chocks and tying down and check of their own aircraft or aircraft owned by others and located in the Hangar.
- Q. Any violation of use of the Hangar as outlined in this section is considered a default by Tenant and subject to section 13.

6. CONDUCT PROHIBITED. Tenant must follow all reasonable instructions of Airport personnel and may not engage in intimidation, threats, disorderly conduct or any other behavior that poses a safety risk to the Airport, Airport personnel, users, or other tenants. Violation of this provision may subject the Tenant to immediate ejection and banning from Airport property and termination of this Agreement without refund of any Rent paid. If this occurs, Tenant will

be provided written notice and an opportunity to appeal the decision to the Board of Aviation Commissioners.

7. VISITORS AND GUESTS. Tenant accepts full responsibility and liability for the actions and behavior of any guest or visitor to the Hangar for whom Tenant has granted access to Airport property. Tenant will ensure that any guest, visitor, employee, and/or contractor hired by Tenant complies with all regulations on Hangar Use as set forth in this Agreement, the Rules and Regulations of the Airport, and all applicable local, state, and federal laws. **Tenant as well as Tenant's employees, invited guest, relatives, contractors, agents and any persons doing business with it must preserve the security in and around the airport and comply with all federal security requirements.**

8. UTILITIES. Airport agrees to provide electricity to the Tenant for the sole purpose of lighting the premises and operation of the Hangar door (if applicable). Airport will not provide electricity for heating or air conditioning the premises. Tenant is expressly forbidden to use electricity furnished by the Airport to operate any portable appliance for heating or air conditioning except as outlined below.

A. Tenant may not modify or alter any electrical circuits in any way without the express written permission of the Airport. Tenant is permitted to install and use approved engine heaters which have a combined maximum load of 4.9 amps or less. Space heaters may not be used. The use of electrical service is limited to the 110-volt wall outlets. Use of the power source for door winch units is strictly prohibited. Installation of remote control devices to operate any device on or in the Hangar is strictly prohibited. Tenant may ~~not install or use~~ air compressors, battery minders or tenders, or other tools, equipment, or appliances (e.g. fans) solely for the use and benefit related directly to the Tenant's aircraft; Tenant's use of these items may not exceed 10 amps at any time and, with the exception of battery minders or tenders and approved engine heaters, no item may remain plugged in while Tenant is not present, for any purpose; provided, however, the use of non electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted. The Airport reserves the right for manager or manager's designee to unplug any electrical item left plugged in and unattended. And Airport reserves the right to remove any equipment in violation of this section and at its option, terminate this Agreement.

B. Tenant agrees that if Tenant violates this provision, it will be presumed conclusively that the violation has been continuous and an additional charge of Five Hundred Dollars (\$500.00) will be immediately due and payable to the Airport as payment for the unauthorized use of Airport's utilities and must be paid to Airport upon demand.

C. Violation of this provision is also considered a default and breach of this Agreement and Airport may terminate this Agreement immediately with notice to Tenant.

9. SIGNS. No signs, emblems, or advertising may be attached to, placed or erected on or in the Hangar except by express written permission of the Airport manager.-

10. SUBLEASE/ASSIGNMENT. Hangar may not be sublet by Tenant. This Agreement may not be assigned by Tenant unless assignment is made to a wholly owned subsidiary or owner of Tenant. The parking of aircraft not owned or leased by Tenant in the Hangar, unless first approved by the Airport or Airport Manager in writing, constitutes a sublease.

11. DISCLAIMER OF LIABILITY. Airport hereby disclaims, and Tenant hereby releases and discharges the Airport from any and all suits, claims, judgments, allegations, administrative actions, damages, causes of action and demands whether for any loss, property damage or bodily injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to any aircraft or other property of Tenant that may be located or stored in the Hangar, unless such loss, damage or injury is caused by the Airport's ~~sole and gross negligence~~ intentional act or omission or breach of this Agreement. The parties agree that under no circumstance may the Airport, its respective directors, officers, agents, or employees be liable for any indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), including, but not limited to loss of revenue or anticipated profits or other damages related to this Agreement.

12. INDEMNIFICATION. Tenant agrees to indemnify, release, and hold harmless the City of Crawfordsville, Indiana, its Board of Aviation Commissioners and the Airport Manager ("Indemnified Parties"), and their respective directors, officers, agents and employees from any liability resulting from or arising out of or in any way connected with Tenant's use or occupancy of Hangar; including, but not limited to, lost or stolen property of the Tenant, claims, suits, causes of action, demands, penalties administrative actions, damages to persons or property, judgments, fines, costs and Indemnified Parties' attorney's fees. Indemnified Parties are not ~~be~~ liable to Tenant ~~for any failure by them to perform this Agreement or~~ for any loss, injury, damage or delay of any nature whatsoever resulting ~~therefrom~~ or caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Indemnified Parties' control.

13. DEFAULT AND AIRPORT REMEDIES.

A. DEFAULT. The following will be considered "**Events of Default**": 1) failure to pay Rent within 15 days after due date; 2) Tenant's neglect or failure to comply with the provisions of this Agreement, if such neglect or failure continues for a period of 15 days after written notice from the Airport; 3) the filing of a petition by Tenant under the federal bankruptcy act or any amendment thereto; 4) the commencement of a proceeding for dissolution of Tenant if Tenant is a Limited Liability Company, Corporation, or other legal entity, or for the appointment of a receiver over the Tenant; or 5) the making of an assignment for the benefits of creditors of the Tenant.

B. AIRPORT'S REMEDIES. If a default occurs, the Airport may, at its sole option, with or without further notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein herein.

- i. Terminate this lease immediately and peaceably repossess the premises.
- ii. If the Event of Default is nonpayment of Rent, Airport may choose to lock or secure stored property inside Hangar until said rental payments have been satisfied, without being guilty of trespass, conversion, breach of peace, or forcible entry and detainer and Tenant expressly waives the service of any notice.
- iii. Exercise by Airport of the rights specified above may not prejudice Airport's right to pursue any other remedy available to Airport in law or equity. In the event it is necessary to use the services of attorneys or consultants, or should the members of the Board of Aviation Commissioners be required to expend time beyond normal meetings to obtain enforcement of any of the provisions of this Agreement or to obtain eviction or ejection, Tenant must pay all reasonable fees and expenses incurred included but not limited to any court costs or reasonable attorneys fees.

C. TENANT'S REMEDIES. If after Tenant has provided written notice to Airport of any failure to perform under this Agreement and Airport, after 30 days of receipt of Tenant's notice, has not corrected or continues to fail to perform then Tenant may have the remedies available to it under Indiana law subject to any limitation otherwise provided in this Agreement.

14. ~~VOLUNTARY EARLY TERMINATION.~~ Airport may terminate this Agreement upon sixty (60) days written notice to Tenant if it deems such termination to be in the best overall interests of the Airport. Tenant may ~~elect to~~ terminate this Agreement early if Tenant receives notice from Airport of a rent increase and provides written notice to Airport within thirty (30) days ~~prior to~~ after receiving notice of the rent increase. Tenant may terminate this Agreement, without fault, for hardship upon 60 days' written notice to Airport; the written notice must include an explanation of the Tenant's hardship. For purposes of a hardship early termination a hardship may be any of the following: unemployment, illness or medical emergency, job transfer that will cause Tenant's relocation, divorce, death of spouse, or deployment to military service. The Board of Aviation Commissioners reserves the right to reject any hardship termination request if there is evidence no hardship exists. Tenant's sale of Tenant's aircraft is also just cause for Tenant to terminate this Agreement early under this section; Tenant's 60 days' written notice must include a statement that Tenant does not intend to replace the aircraft within 90 days. Airport may agree to accept an early termination of this Agreement from Tenant if Tenant provides at least thirty (30) days written notice and Airport is able to rent the Hangar to another occupant immediately following the termination. If Airport accepts early termination but another occupant does not immediately rent the hangar following termination, the Tenant is

~~liable for each month or prorated month that the hangar remains unoccupied for the term of the lease.~~ If Tenant voluntarily terminates this Agreement prior to the end of the term, except as set forth in Section 4C of this Agreement, Tenant will not be permitted to enter into an Agreement for any other of Airport's hangars until January of the year following termination. Except when Airport terminates this Agreement early, rent will not be prorated for an early termination and Tenant will be responsible for payment of an entire month's rent for the month in which Tenant vacates. Upon termination of this agreement, if Tenant has not removed the aircraft and all property from the premises, Tenant will be charged a monthly rental fee equal to two months' rent for each month, or any portion thereof, that the property remains on the premises.

15. INSPECTIONS. Tenant agrees that the Airport Manager or her designee and public safety personnel will be permitted to enter Hangar in emergency situations. In addition, Airport will have the right to enter Hangar at any time, ~~provided that said individual is accompanied by Tenant's representative,~~ for the purpose of making safety and maintenance inspections and to take such actions and to make such repairs or alterations as are, in the sole discretion of the Airport, desirable or necessary, and to take such materials into or out of Hangar for the safe and economical accomplishment of said purposes without any way being deemed guilty of actual or constructive eviction of Tenant. Whenever possible, Airport will provide notice to the tenant prior to such inspections.

16. GOVERNING LAW AND VENUE. This Agreement will be construed in accordance with the laws of the state of Indiana. Any action brought under the terms of this Agreement must be venued in Montgomery County, Indiana.

17. SUBORDINATION. This Agreement is subordinate to the provisions of any existing or future agreement between the Board of Aviation Commissioners and the United States, relative to the operations or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Board of Aviation Commissioners for federal funds for the development of the Airport. Any provision of this agreement that conflicts with any of the Airport's Rules and Regulations, the Agreement term applies.

18. RELATIONSHIP OF PARTIES. The relationship between Tenant and the Airport will always and only be that of Tenant and Airport. Tenant may never at any time during the term of this Agreement become the agent of Airport, and Airport will not be responsible for the acts or omissions of Tenant or its agents.

19. REMEDIES CUMULATIVE. The rights and remedies with respect to any of the terms and conditions of this Agreement will be cumulative and not exclusive, and will be in addition to all other rights and remedies.

20. NOTICES. Notices to Airport provided for herein must be in writing and be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Crawfordsville Board of Aviation Commissioners, 759 West 400 South, Crawfordsville, Indiana 47933.

Notices to Tenant must be in writing and will be sufficient if sent by regular mail, postage prepaid, ~~or~~ hand delivered, or e-mailed, addressed to:

Address: _____

E-Mail: _____ Phone: _____

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

21. WARRANTY OF OWNERSHIP. Any party, entity or person of any legal status having an interest of any kind in the aircraft to be located in the Hangar must execute this Agreement. All parties executing this Agreement are bound jointly and severally by the terms and conditions of this Agreement and are jointly and severally liable for any breach thereof.

22. INSURANCE. The Tenant agrees to ~~deposit with~~provide the Airport proof of a policy of comprehensive liability insurance. The policy must be issued by a company licensed to do business in Indiana and must insure the Tenant against loss in the amounts of One Million and no/Dollars (\$1,000,000) for the injury or death of more than one person in any one accident; and in the amount of One Million and no/Dollars (\$1,000,000) for damage to property of others for any one accident or, for commercial activity, in the amount specified in the Minimum Standards (for Commercial Operators), whichever is greater. The City of Crawfordsville and the Crawfordsville Board of Aviation Commissioners must be named as additional insureds on said policy and a copy of the endorsement showing the City of Crawfordsville and the Crawfordsville Board of Aviation Commissioners added as additional insureds must be provided to the City Airport within ~~sixty (60)~~ninety (90) days from the execution of this Agreement. The cancellation or other termination of any insurance policy issued in compliance with this section is a breach of this Agreement and will automatically Airport may immediately terminate the Agreement and seek all available remedies, unless another policy has been filed and approved pursuant to this section and will be in effect at the time of such cancellation or termination. Tenant may request a waiver from the Board of Aviation Commissioners to carry insurance in an amount less than One Million and no/Dollars (\$1,000,000) for bodily injury and property damage to third parties.

23. NO LIENS CREATED. Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Hangar. No third person is entitled to any lien against the Hangar or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, are bound by this provision. Should any such lien be filed, Tenant must have the same discharged within sixty days thereafter by paying the same or by filing a bond, or otherwise as permitted by law.

24. FIRE OR CASUALTY. If the premises or the building (including machinery or equipment used in its operation) are damaged by fire or other casualty and if such damage does not cause a termination of this lease as described in this Section, then Airport will repair and restore the premises with reasonable promptness, subject to reasonable delays for insurance adjustments

and delays caused by matters beyond Airport's control, but Airport may not be obligated to expend for repair or restoration damage in an amount that exceeds the proceeds of insurance. If in Airport's estimate the premises cannot be restored within 365 days from the date of such fire or casualty, then Airport must give notice to Tenant of such estimate within 120 days after such fire or casualty and Tenant may elect in writing within 60 days following the date of such notice from Airport to terminate this lease effective as of the date of Tenant's notice. Airport will have no liability to Tenant and Tenant will not be entitled to terminate this lease, by virtue of any delays in completion of repairs or restoration. Rent, however, will abate on those portions of the premises as are, from time to time, untenable as a result of such damage.

Notwithstanding anything to the contrary, Airport will have no duty to repair or restore any portion of the work or any other alterations, additions, installation or improvements in the premises or the decorations thereto except to the extent that the proceeds of the Airport's insurance or Tenant's insurance, if damage is a result of Tenant, Tenant's aircraft, or a condition created by Tenant, carried by Tenant are timely received by Airport. If Tenant desires any other or additional repairs or restoration, and if Airport consents to them in writing, it will be done at Tenant's sole cost and expense. Tenant acknowledges that Airport will be entitled to the full proceeds of any insurance coverage, whether carried by Airport or Tenant if the damage is a result of Tenant, Tenant's aircraft, or a condition created by Tenant, for damage to Tenant's work or any other alterations, additions, installations, improvements or decorations which would become Airport's property upon the termination of this lease.

25. CONDEMNATION. If the land or the Hangar (or any portion of the Hangar), the loss of which would require reconfiguration or restoration of the Hangar which Airport does not have funds appropriated for; will be taken or condemned by any competent authority for any public or quasi-public use or purpose, Airport will have the right, exercisable at its sole discretion, to cancel this lease upon not less than sixty (60) days' notice prior to the date of cancellation designated in the notice. No money or other consideration will be payable by Airport to Tenant for the right of cancellation and Tenant will have no right to share in the condemnation award or in any judgment for damages caused by such taking or condemnation. Notwithstanding the foregoing, Tenant may pursue a separate award to recover the cost of Tenant's moving expenses and improvements to the premises paid for by Tenant and the loss of any trade fixtures or personal property, provided that such separate award will not reduce the award or judgment recoverable by Airport.

26. EMERGENCY CONTACT. In the event of an emergency involving Tenant, Airport is authorized to contact the following individual(s):

Name	Telephone Number	Relation to Tenant
[REDACTED]	[REDACTED]	[REDACTED]

27. DUPLICATE ORIGINALS. Two (2) identical originals of this Lease have been executed this day, one in the possession of each party, and each will be considered an original and enforceable as such.

