

**STATE OF GEORGIA)**

**COUNTY OF RICHMOND)**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into to be effective June 1, 2024, by and between, Augusta Georgia, a subdivision of the State of Georgia, for the Augusta Regional Airport and acting through the Augusta Aviation Commission whose address is Augusta Regional Airport at Bush Field, (the Airport) 1501 Aviation Way, Augusta, Georgia 30906-9620, hereinafter called “Lessor”, and Textron Specialized Vehicles whose address is 1451 Marvin Griffin Rd. Augusta, Georgia 30906 hereinafter called “Lessee”.

**WHEREAS**, Lessee is desirous of leasing a portion of the Airport’s Premises for general aviation purposes; and

**WHEREAS**, Lessor desires to lease the Premises (as hereinafter defined) to Lessee at the terms and for the purposes set forth herein.

**NOW THEREFORE**, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DO HEREBY AGREE, each for itself and its successors and assigns, as follows:

1. Leased Premises. Lessor does hereby lease and Lessee, for its exclusive use, does hereby lease from Lessor:
  - a. Aircraft storage space in Augusta Regional Airport Hangar Two for parking of a Cessna Citation CJ4 (N880RR) type aircraft. (Designated Aircraft).
  - b. Office Space Hangar Two Suite C.
2. Term. The term of this Lease shall be for a period of three years (3) years commencing on the date above.
  - a. Either party may terminate this Lease upon giving ninety (90) days written notice of the intent to cancel.
  - b. Lessee and Lessor shall agree not later than ninety (90) days prior to expiration of the Lease to terminate or to renew Lease.
3. Rental. As rental for the Leased Premises, Lessee agrees to pay Lessor monthly the sum of:

\$1183.00 Aircraft storage Hangar Two  
\$254.00 Office rent, (Hangar Two Suite C) and  
\$244.00 Utilities, (Hangar Two Suite C)  
  
\$1681.00 Total per month

Rental fees are payable in advance no later than the first day of the month for which rental is due. Rental shall be paid to Lessor at the herein above address.

4. Security Deposit. Lessee agrees to pay Lessor security deposit of cash, money order, or check payable with the first month's rent as security deposit for Lessee's fulfillment of the conditions of this Lease. Security deposit is equivalent to the sum of the hangar storage fee and office rental fee exclusive of utilities. Said security deposit may be deposited by Lessor into an interest-bearing account, with all interest being paid to Lessor. The security deposit will be refunded to Lessee within thirty (30) days after the initial lease is terminated, provided the following conditions are met:
  - a. Original Lease term has expired and Lease has been terminated; and,
  - b. All monies due Lessor have been paid by Lessee in full; and,
  - c. Lessee is not in default under any of the conditions set forth in this Lease.
5. Interest; Attorney's Fees. Any rental payment or other payment required to be paid by Lessee hereunder, if not paid within five (5) days of the due date, shall bear interest from the date the same became due until the date payment is received by Lessor at the rate of 1.5% per month (18% per annum). If Lessee fails to pay any rental payment or any other payment required to be paid by Lessee hereunder and the same is collected through the services of an attorney at law, Lessee shall pay to Lessor attorney's fees and all reasonable expenses of the litigation.
6. Utilities. When applicable, the costs of utilities (electricity and water) are included as a separate item. Lessee shall pay for all utilities used and required in connection with the leased aircraft storage and/or office space. Lessor shall have the right to prorate utility charges to Lessee on a fair and equitable basis. Said proration is to be based upon the herein leased office or storage space as expressed in the number of square feet as it applies to the total area of the hangar, less that area designated for storage of aircraft, common areas, and unimproved areas.
7. Fee Adjustment. It is understood and agreed that the foregoing office rental fee, utility fee, and aircraft storage fee are subject to adjustment. The cost of rental for Hangar Two for parking of a Cessna Citation CJ4 (N880RR) and Suite C of the Office Space for Hangar Two, along with Utilities for Suite C of Hangar Two shall be annually adjusted based on the current Consumer Price Index (CPI) increase from the prior year, as established by the Internal Revenue Service. The increase shall be equal to the CPI increase from the prior year, but at a minimum shall be 3%, whichever is higher.
8. Use of Premises.
  - a. Lessee shall use the Leased Premises herein leased only for the purpose of storing, dispatching, making minor repairs (as defined herein) and receiving the Designated Aircraft while they are owned and under the direct control of the Lessee and used for providing service to the Lessee, its affiliates and guests as established by the applicable Minimum Standards for Aeronautical Activities at Augusta Regional Airport. Lessee's occupancy and use of the Leased

Premises herein leased shall at all times be conducted in such a manner as not to create a hazard or limit the use of the Airport by others.

- b. No major or minor maintenance work may be performed on Lessee's aircraft on or about the herein Leased Premises.
- c. Preventive maintenance, routine aircraft servicing and minor repairs to make aircraft airworthy and/or to ferry to a maintenance facility may be performed within the Leased Premises (see insurance requirements below). Use of the Leased Premises for the performance of any maintenance is conditioned on Lessee keeping the Premises clean and free of grease, oil, rags, paper, and other debris.
- d. In connection with the exercise of its rights under this Lease, Lessee shall not:
  - 1) Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
  - 2) Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- e. At all times throughout the term of this Lease, as may be extended, Lessee's use of the Leased Premises shall be in compliance with all applicable rules, regulations and laws of the United States of America, including, by way of example only, the rules of the Federal Aviation Administration, the State of Georgia, all local authorities having proper jurisdiction over the Leased Premises and Lessor.
- f. It is understood and agreed that should Lessor, or the Federal Aviation Administration ("FAA") determine that a portion of the Premises is not being used by Lessee to fulfill a legitimate aviation need, and Lessee is unwilling or unable within twelve (12) months from date of written notification to use the Premises or portion of the Premises for an aviation need, then Lessee shall relinquish immediately the Premises or the unused portion of the Premises to Lessor with no remuneration.
- g. Failure by Lessee to comply with any of the terms and conditions of this Lease shall constitute an Event of Default (as hereinafter defined).

9. Office Space.

- a. When leasing office space, Lessee accepts the herein above-described office space in its present condition "as is" and agrees to maintain the Leased Premises in a comparable condition as existed at the time of the execution of this Lease.

- b. Lessee shall not, without prior written consent of Lessor, make any additions, alterations, changes, or improvements, structural or otherwise, in or upon any part of the Leased Premises except interior wall décor.
  - c. Lessee shall not attach or cause to be attached any signs, pictures, posters, or other notices to any exterior walls or entrances to Lessee's office space without prior written approval of the Lessor.
  - d. Lessee acknowledges that it has been afforded the opportunity to inspect the Leased Premises prior to the execution of this Lease for the purpose of insuring that the Leased Premises is suitable for Lessee's intended purposes and is free from any material defects that would render the Leased Premises unacceptable to Lessee. Lessee's execution of this Lease is based solely upon Lessee's independent evaluation of the Leased Premises and is not in any way reliant upon any representation or statement made by Lessor.
10. Inspection by Lessor. Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the Leased Premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.
11. Title to Equipment and Improvements. It is mutually understood and agreed that title to the Leased Premises, and all the buildings and structures and all other improvements of a permanent character that may be built upon the Leased Premises by the Lessee during the term of this Lease pursuant to the approval and consent of Lessor shall remain the property of the Lessor and that fee simple title to the same shall be vested in Lessor. Equipment, furnishings and trade equipment shall remain the property of the Lessee and shall be removed no later than the expiration of the term or any renewal. Lessee shall repair and restore or reimburse Lessor to repair and restore any damage to the Leased Premises occasioned by such removal. If at the expiration of said Lease, such equipment, furnishings and trade equipment have not been removed from the Leased Premises, same shall become the property of Lessor.
12. Aviation Fuels.
- a. Except as defined in Airport Rules and Regulations, it is understood and agreed by the parties hereto that Lessor has reserved unto itself exclusive control of the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available during the term on this Lease, on or about the Airport including, but not limited to, the premises herein leased.
  - b. In addition, except as defined in Airport Rules and Regulations no oil, aviation gasoline, automobile gasoline, kerosene or jet fuel, shall be stored or brought upon the Leased Premises for use or resale by Lessee or its customers, guests

or patrons, other than fuels and oils purchased from Lessor for Lessee's sole use.

13. Automobiles and Other Motor Vehicles.

- a. Lessee or its invitees or licensees may park motor vehicles free of charge on a first come basis to the extent of what is available on the site west of Hangar 1 along Hangar Road.
- b. Motor vehicles may not be parked within the Hangar 1 aircraft storage bay.
- c. Lessee's vehicle operators that are properly badged may operate motor vehicles that are properly equipped, identified, and insured inside the fenced area after completing required Hangar Tenant Badge and Security Identification Display Area (SIDA) training ramp driver training.

14. Maintenance of Leased Premises.

- a. Lessee acknowledges and agrees that throughout the Initial Lease Term and any extension, it shall be Lessee's responsibility to keep and maintain the Leased Premises and every part or portion thereof neat and clean, in good order, and in compliance with all applicable rules, regulations and laws of the United States of America, the State of Georgia, the Lessor and all local authorities having proper jurisdiction over the Premises and Lessor.
- b. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee, its employees, agents, licensees, guests, or invitees. Any damage to the Leased Premises caused by or resulting from any act or omission of Lessee, its employees, agents, licensees, guests, or invitees, including, by way of example, any failure to comply with the provisions of this Lease, or any commission of negligence on the part of Lessee or any of its employees, agents, licensees, guests, or invitees, shall be remedied by Lessee at its sole cost and expense.

15. Janitorial Services. Lessee agrees to keep the facility in clean orderly condition and will be responsible for janitorial services.

16. Security.

- a. Lessee is responsible for safely securing all Aircraft stored in or about the Leased Premises, in compliance with all applicable rules, regulations and laws of the United States of America, including the rules of the FAA, the State of Georgia, the Lessor, and all local authorities having proper jurisdiction over the Airport.
- b. Lessee acknowledges that the premises does not have manned security, and does hereby indemnify and hold harmless Lessor for any damage or theft of Lessee's Designated Aircraft or other property located in the Leased Premise unless such damage is directly due to the gross negligence of Lessor.
- c. Storage by Lessee of Lessee's personal property or the personal property of any of Lessee's employees, agents, licensees, guests, or invitees, in or about the Leased Premises shall be done at Lessee's sole risk and Lessor shall not be

responsible in any way for any damage to, or any loss of any such personal property stored in or about the Leased Premises.

17. Operational Requirements and Procedures. The following Rules and Regulations and Standard Operating Procedures govern the operation of all Lessee operations at the Airport including, without limitation, restricted areas and roadways:
  - a. All Persons shall comply with the provision of the Rules Governing Use of the Augusta Regional Airport, and the Rules and Regulation pertaining to Vehicle/Pedestrian Operations on the Airfield, and the Airport Security program, which are incorporated by reference into the Lease as if fully set forth herein.
  - b. Vehicle and Aircraft Operators shall comply with all applicable Federal, State, and County laws and Ordinances; orders, signals, and directives given by the Executive Director, Law Enforcement Officials, Airport Representatives, and traffic control devices.
  - c. No person shall solicit business at the Airport or conduct any other type business at the Airport.
  - d. No pictures, advertisements, or solicitation flyers shall be posted on the Airport premises.
  - e. Lessee shall keep all doors and gates providing access to any part of the restricted area closed and locked at all times. Lessee is responsible for the security of its Leased Premises and access through its Leased Premises doors and gates.
  
18. Pedestrian/Ground Vehicle Operations Requirements. Lessee's employees operating inside the restricted area shall:
  - a. Comply with provisions of the Airport's Ground Vehicle/Pedestrian Operations Operating Rules and Regulations
  - b. Maintain the necessary licenses for the operation of their vehicles at all times.
  - c. Lessee's employees that have access to the Airport Operations Area (AOA) or SIDA shall obtain an Airport-issued badge and complete the appropriate Security and Ground Vehicle/Pedestrian Operations training classes (initial and recurrent) provided by the Airport prior to operating unescorted in the SIDA, i.e., restricted areas of the Airport.
  
19. Vehicle Requirements. Lessee's vehicles operating within the restricted area shall be operated and equipped as described herein:
  - a. Have proper registration in the state of Georgia.
  - b. Have an Airport-approved company sign/placard conspicuously located on each side, either magnetically or permanently adhered.
  - c. Be equipped with operating amber rotating beacon, or equivalent, mounted on top of vehicle either magnetically or permanently.

- d. Be in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
- e. Have operable headlamps and brake lights.
- f. Lessee's employees operating vehicle within Airport's restricted area shall comply with all vehicle/driver requirements as described herein and with provisions of the Airport's Ground Vehicle/Pedestrian Operations and Operating Rules and Regulations.
- g. Personally Owned Vehicles (POVs) are strictly prohibited in the restricted area without prior Airport authorization.

20. Restricted Area Definitions.

- a. The AOA is defined as any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.
- b. Restricted Area or SIDA is defined as any area of the Airport not open to the general public. The area open to the public includes the public roads and sidewalks, the terminal lobby, restrooms, and places for public gathering, waiting, and viewing. Restricted areas include AOAs, SIDA and airfield areas. Access to Restricted Areas is controlled. Personnel accessing restricted areas must be authorized as described below.

21. Airport Badge.

- a. Since Lessee's employees are permitted unescorted access in the restricted area, they are required to obtain an Airport Badge prior to operating unescorted in the SIDA.
- b. Lessee shall ensure that all persons performing operations in the SIDA and associated with Lessee's activities shall be properly badged or escorted.
- c. Lessee's badged employees are required to escort their own passengers and other unbadged personnel at all times while inside the SIDA. Lessee's badged employees shall remain with unbadged personnel until personnel are escorted by aircraft pilot or another badged escort.
- d. Airport Badge authorizes the bearer unescorted access to and transit between the footprint of their hangar and their aircraft only. The Badge does not authorize the individual to access any other portion of the SIDA on foot or by vehicle.
- e. To qualify for a Badge, each individual must satisfy and complete Transportation Security Administration (TSA) background investigations and badge training consistent with TSA, Department of Transportation (DOT) and FAA regulations, including but not limited to, those rules promulgated by 49 U.S.C. Part 1540, Civil Aviation Security and 49 U.S.C. Part 1552, Airport Security. This may include collection of appropriate criminal history

information, contractual and business associations and practices, employment histories, and reputation in the business community. Lessee consents to such inquiries and agrees to make available to the Airport such information in its possession as lawfully required by the Airport, FAA, TSA or any other federal agency for the purpose of operating under this Lease. Such information shall be maintained by the Airport in the manner prescribed by applicable federal regulations.

- f. Lessee shall pay cost(s) associated with the badging process, i.e. background checks, training, etc.
- g. Lessee's failure to comply with all Badge procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Lessor. Lessee's failure to promptly correct any violations shall be considered an Event of Default, as further defined and as may be governed below.
- h. Employees shall satisfactorily complete the applicable Pedestrian/Ground Vehicle Operations training class given by Airport Operations before receiving an appropriate Badge.
- i. Training.
  - 1) Since Lessee's employees are permitted to access and operate unescorted in the restricted area, they are required to obtain an Airport Badge and successfully complete both the Airport's Security Training class and the Ground Vehicle/Pedestrian Operations Training class prior to operating unescorted in the SIDA and maintain the appropriate annual recurrent training thereafter.
  - 2) Employees must pass the written test given in the Ground Vehicle/Pedestrian Operations Training class with a grade of at least eighty (80%) percent. An applicant who does not pass the written test may retake the test.
  - 3) Lessee shall ensure that all persons accessing the SIDA and associated with Lessee's activities have completed required training.
  - 4) Lessee's badged and trained employees are required to operate or to escort their own vehicles and pedestrians at all times while in the vicinity of their leased area of the SIDA. Access to any other areas of the SIDA is strictly prohibited and will result in the revocation of the employee's badge and as such will be denied access to any portion of the AOA.
  - 5) Lessee vehicle(s) operating in the SIDA shall be properly configured for ramp operations in accordance with Airport Rules and Regulations prior to operating a vehicle within the SIDA.
  - 6) Lessee shall pay all costs associated with providing training.
- j. Consequences of Non-Compliance.
  - 1) Lessee's failure to comply with all access and vehicle operating procedures shall be considered a violation of this Lease requiring prompt



correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an Event of Default.

- 2) Failure to comply with the rules and regulations of the Airport's Security Program and Ground Vehicle/Pedestrian Operations will result in the temporary or permanent revocation of the Airport issued badge and thereby all access to the restricted areas on the Airport.
22. Taxes. Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Leased Premises.
  23. Assignment and Subleasing. Lessee shall not assign this Lease or any interest hereunder or permit the use of the Leased Premises by any other person or persons other than Lessee. Upon any attempt to assign or sublease to the Leased Premises, Lessor may immediately terminate this Lease.
  24. Appurtenant Privileges.
    - a. To the extent such right is within the control of Lessor, Lessee shall have the right, in common with others so authorized by Lessor, to make use of the parking areas, appurtenances and improvements of the Leased Premises and the Airport; the right of ingress to and egress from the Leased Premises; and the right to make use of the common areas of the Airport, including, by example, runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft, such rights to extend also to Lessee's employees, agents, licensees, guests, or invitees. Any exercise by Lessee of any the rights granted pursuant to this paragraph shall be subject to all applicable rules and regulations of Lessor. Lessor reserves the right in its sole discretion to modify, alter, reduce or redesign all or any part of such common areas.
    - b. Lessee recognizes that it is necessary for the Airport and/or the FAA to occasionally close the runway(s) with or without advance notice. Lessor shall not be liable to Lessee in any manner whatsoever for any damages alleged or actual to person or property related in any way to runway closures.
  25. Rules and Regulations.
    - a. Lessee shall use the Leased Premises and the facilities of the Airport in accordance with published Airport Rules and Regulations. Said Rules and Regulations may be examined by Lessee at the office of Augusta Regional Airport Aviation Services.
    - b. Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state, and local environmental laws, rules, and regulations.
    - c. Lessee's use of the Leased Premises shall comply with all applicable rules, regulations and laws, including 14 CFR Part 298, of the United States of America, including the rules of the FAA, the State of Georgia, all local authorities having proper jurisdiction over the Premises, and Lessor.
    - d. In connection with the exercise of its rights under this Lease, Lessee shall not:

- 1) Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 2) Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.
- 3) Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's Security Plan.
- 4) Use the Leased Premises for any illegal purposes, nor in violation of FAA, TSA and/or the Airport's rules or regulations, as amended from time to time, or any regulation of any other governmental entity.
- 5) Use the Leased Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 6) Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's aeronautical activities, the prior written consent of the Airport Executive Director shall be required, which shall not be withheld unreasonably. The Aviation Commission may impose, however, as a condition of such consent, such requirements as the Aviation Commission in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up) and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business.

26. Insurance.

- a. General Information. Lessee agrees to carry and maintain in force at all times during the Lease Term, at Lessee's sole expense, the insurance described in herein below for itself.
- b. Lessor reserves the right to amend the insurance requirements imposed by this Lease at any time, provided that any such amendment is not unreasonable.

- 1) Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the Lease Term and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Augusta-Richmond County, as determined in the sole but reasonable discretion of the Airport's Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport's Executive Director, with the concurrence of the Augusta-Richmond County Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Lease.
  - 2) Within thirty (30) days of the publication by Lessor of any such modifications to the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
  - 3) No written amendment of this Lease shall be required to effectuate said increases in minimum limits.
- c. Lessee's insurance company must agree to the hold harmless indemnification provision of this Lease.
  - d. All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A+ or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
  - e. Any self-insured retention or deductible on any insurance coverage required shall be declared by the Lessee and approved by the Lessor.
  - f. Lessee is required and responsible to ensure that any leases or subcontractors, including any third-party ambulance carrier, maintain same coverage as outlined above, or be covered by the Lessee's coverage, subject to prior approval of the Lessor.
  - g. Lessee acknowledges that Lessor is not responsible for any of Lessee's insurance premiums.
  - h. The insurance policies for coverage listed in this section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days prior to cancellation or change.
  - i. Proof of Insurance. Lessee shall provide Lessor with an annual Certificate of Insurance on all required insurance within ten (10) days upon the effective date of this Lease and annually upon the effective date thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.
  - j. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

- 1) Comprehensive Aircraft Liability Insurance. Comprehensive Aircraft Liability insurance (including liability for bodily injury and property damage, passenger liability, airport premises liability, personal injury liability and contractual liability), combined single limit of liability of not less than \$1,000,000. Coverage shall include bodily injury or death to person's in or about the facility and/or property damage to the facility and/or other aircraft stored in or about the Leased Premises resulting from Lessee's preventive maintenance, routine aircraft servicing, or minor repair activities. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against Augusta-Richmond County, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage
- 2) General Liability Insurance. General liability insurance with a combined single limit of not less than \$1,000,000 covering Lessee's operations off-airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against the Augusta Aviation Commission, Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission, Augusta-Richmond County and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- 3) Workers' Compensation Insurance. If Lessee has employees, it shall provide Workers' Compensation insurance with statutory limits and employers liability with a limit of \$500,000 for employees and subcontractors entering the hangar with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta Aviation Commission, Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 4) Automobile Liability Insurance. Lessee shall provide Automobile Liability insurance with a combined single limit of not less than \$5,000,000 covering Lessee's automobiles while on and off airport premises. Policy must be written on a Symbol 1 basis. However, if it is determined that Lessee's automobiles are used on the ramp or SIDA; Lessee shall provide Automobile Liability with a combined single limit

of not less than \$5,000,000. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the carrier waives its right of subrogation against the Augusta Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

27. Indemnity.

- a. Lessee shall indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Airport in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Airport's property which are in any way related to or arising out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Lease to the end of the Lease Term.
- b. Lessee further agrees that the foregoing contract to indemnify and hold harmless applies to any claims for damage or injury to any individuals employed or retained by Lessee in connection with any changes, additions, alterations, modifications and/or improvements made to the Premises, and hereby releases Lessor from liability in connection with any such claims.
- c. Lessee shall keep, defend and hold harmless Lessor, and the Augusta Aviation Commission and their respective agents, employees, directors, officers, guests, licensees and invitees, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations and occupancy of the Premises, or anything done or omitted by Lessee under this Lease except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees.

28. Hazardous Substances and Spill Prevention, Control and Countermeasure Plan (SPCC).

- a. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be in, on or about the Premises and is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability

of Lessor to any governmental agency or third party under any applicable rule, regulation or law of the United States of America, the State of Georgia, Lessor, or any local governmental authority having proper jurisdiction over the Premises.

- 1) Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, diesel fuel, crude oil or any products or by-products thereof.
- 2) Lessee shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and compliance in a timely manner, at Lessee's sole cost and expense, with all Applicable Requirements (as hereinafter defined).
- 3) "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any agency or authority of the government of the United States of America including, by example, the United States Environmental Protection Agency, or the State of Georgia, and (iii) the presence in, on or about the Leased Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Leased Premises or neighboring premises or which if spilled or released would be in quantities sufficient, in Lessor's determination, to subject Lessor to liability therefore or cause any damage to or diminution in value of, all or any part of the Leased Premises.
- 4) Notwithstanding the foregoing, and subject to any applicable provisions of this Lease regarding maintenance of the Aircraft, Lessee may, without Lessor's prior consent, in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of storing the Aircraft, in the performance by Lessee of any maintenance allowable hereunder, and in the normal course of making any Aircraft ready for an impending flight, so long as such use is not a Reportable Use and does not expose the Premises, any neighboring premises, or the Leased Premises to any meaningful risk of contamination or damage or expose Lessor to any liability therefore as determined in Lessor's sole and absolute discretion.
- 5) In addition, upon receipt from Lessee of all assurances that Lessor, in its reasonable discretion, deems necessary to protect itself, the public, the Leased Premises, and the environment against damage, contamination or injury and/or liability therefore, including but not limited to the installation and, at Lessor's option, removal on or before the expiration of this Lease, of reasonably necessary protective modifications to the Leased Premises, including, by example, concrete encasements, and/or upon

Lessee's depositing as a security such amount as Lessor, in its sole discretion, deems adequate, Lessor may, but shall be under no obligation to, grant its consent to a Reportable Use of any Hazardous Substance by Lessee.

- b. Lessee shall provide Lessor a United States Environmental Protection Agency (EPA) approved Spill Prevention, Control and Countermeasure Plan (SPCC) addressing all Hazardous Substances as defined above.
- c. Lessee shall indemnify, protect, defend and hold Lessor, as well as the elected officials, directors, officers, employees, agents, shareholders licensees, guests and invitees thereof, and the holders of any mortgages, deeds of trust or ground leases on the Leased Premises ("Lenders") harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, fines, loss of permits and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought into the Leased Premises by or for Lessee or by any director, officer, employee, agent, shareholder, licensee, guest, invitee, customer, client, contractor or vendor of Lessee ("Lessee's Group"). Lessee's obligations under this section shall include (and by reference to Lessee shall include the acts of any member of the Lessee Group), by example, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, including consultants' and attorneys' fees, testing, studying, sampling and testing procedures, removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, in accordance with all applicable rules, regulations and laws of the United States of America, the State of Georgia, Lessor, or any local governmental authority having proper jurisdiction over the Leased Premises and to the satisfaction of Lessor. These indemnification obligations shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. All of the above representations and indemnities of this paragraph for damages, liabilities, judgments, costs, claims, liens, expenses, penalties, fines, loss of permits and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substance shall equally apply from the Lessor to the Lessee, its directors, officers, employees, agents, shareholders, licensees, guests and invitees thereof and the holders of any mortgages, deeds of trust or ground leases on the Leased Premises ("Lenders") for any Hazardous Substance found to exist in, on or under the property being leased which are found to exist in, on or under the leased property as of the execution date of this lease.
- d. Lessee shall, at Lessee's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements", which term is used in this Lease to mean all laws, statutes, codes, rules, regulations, ordinances, directives, covenants, easements and restrictions of rule, regulations or permits of the United States of America, the State of Georgia, Lessor, or any local

governmental authority having proper jurisdiction over the Leased Premises as well as the requirements of any applicable fire insurance underwriter or rating bureau, and the written recommendations of Lessor's engineers and/or consultants provided to Lessee, relating in any manner to the Leased Premises including, but not limited to, matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Leased Premises including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, now in effect or which may hereafter come into effect. Lessee shall, within five (5) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, warning, complaint or report pertaining to or involving failure by Lessee to comply with any Applicable Requirements.

- e. Lessor's directors, officers, employees, agents, shareholders, licensees, guests, invitees, contractors and designated representatives, and the Lenders shall have the right to enter the Leased Premises at any time for the purpose of inspecting the condition of the Leased Premises and for verifying compliance by Lessee with this Lease and all Applicable Requirements, and Lessor shall be entitled to employ experts and/or consultants in connection therewith to advise Lessor with respect to Lessee's activities, including but not limited to Lessee's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Leased Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless an Event of Default (as hereinafter defined) or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Lessee, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination caused by Lessee (an "Event of Non-Compliance"). In the case of the occurrence of an Event of Non-Compliance, Lessee shall, upon request, reimburse Lessor or the Lenders, as applicable, for all costs and expenses of such inspections. Further, in the event of the occurrence of an Event of Non-Compliance, Lessor will have the right, but not the obligation, in addition to all other remedies available at law and in equity, to enter upon the Leased Premises immediately and take such action as Lessor, as applicable, in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by the occurrence of any such Event of Non-Compliance.
- f. In accordance with the Airport's storm water permit, the washing of aircraft in the hangar(s) or on the ramp is strictly prohibited.

29. Airport Development. Lessee understands and agrees that Lessor is the owner of the Airport and that, as such, Lessor may, at any time, undertake to further develop or



improve the Airport ("Airport Development"), as it sees fit, including, by way of example, expanding the landing area of the Airport, regardless of the desires or views of Lessee, and without interference or hindrance there from. In the event that any Airport Development shall result in making the Premises unusable for Lessee's intended purposes, this Lease shall be terminable by Lessor with ten (10) days notice.

30. Default. It is understood between the parties hereto that in the event of default by either of the parties during the term of this Lease agreement, the other party shall have the right forthwith to give notice thereof to the party in default, same to be in writing, and if such condition of default is not removed and restored within ten (10) days after receipt of such notice, then the other party shall forthwith have the option of declaring this Lease in default and proceed to enforce their rights in accordance with the law. For purposes of this Section, an "Event of Default" includes but is not limited to:
- a. Lessee's failure to comply with restricted area access procedures as described herein.
  - b. Lessee's failure to make any payment when it becomes due under this Lease, where such failure continues for ten (10) days after the due date;
  - c. Lessee's failure to perform, observe and/or comply with any provision of this Lease, where such failure is not cured within ten (10) days of notice thereof from Lessor; or
  - d. Lessee's insolvency or inability to pay its debts as they become due, or Lessee's making of an assignment for the benefit of creditors, Lessee's application for or consent to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or Lessee's filing of a petition for relief under any bankruptcy, insolvency, reorganization or similar laws, or the filing of a petition in, or proceeding under, any bankruptcy, insolvency, reorganization or similar laws against Lessee, which is not dismissed or fully stayed within ten (10) days after the filing or institution thereof.
31. Agreement Termination.
- a. Lessor may terminate this Lease in the event of a default or failure to comply with the terms of this Lease, which is not cured as set forth above, entitled "Default". Lessor and Lessee agree that Lessor may terminate this Lease either in whole or in part. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Airport Executive Director specifically setting forth the effective date of termination.
  - b. Upon receipt of such Notice, described in subparagraph above, Lessee shall remove all property from the Airport not later than the effective date of termination and shall leave the Leased Premises in good condition, normal wear and tear excepted.
  - c. Notwithstanding anything contained herein, either party may terminate this Lease for any reason whatsoever by giving ninety (90) days written notice to the other party. In the event said written notice is given, said Lease shall

terminate ninety (90) days from receipt of said written notice by the other party and neither party shall have any further obligation hereunder to the other.

32. Non-Discrimination. Notwithstanding any other provision of this Lease, during the performance of this Lease, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease does hereby covenant and agree, as a covenant running with the land, that:
- a. No person on the grounds of age, race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises;
  - b. In the construction of any improvements on, over or under the Leased Premises, and the furnishing of services therein or thereon, no person on the grounds of age, race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.
33. C.F.R. Part 21. Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (“C.F.R.”), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- a. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to reenter and repossess the Leased Premises and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed including expiration of appeal rights.
  - b. Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Sub-part E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Sub-part E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Sub-part.
  - c. Lessee assures that it will required that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E, to the same effect.
  - d. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Sub-part E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees to obtain a similar assurance from its covered organizations, and

to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E.

34. Requirements of the United States. This Lease shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Leased Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.
35. Quiet Enjoyment, Ingress and Egress. Lessor covenants and warrants that Lessee, so long as it shall pay the rentals herein stipulated and shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment of the Leased Premises during the term of this Lease and any extensions thereof. Lessee, its invitees, guests, customers and employees shall have full right of ingress and egress to the Leased Premises at all times and without charge, toll or fee.
36. Covenants Bind and Benefit Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Lease pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
37. Open Records. The Lessee acknowledges that all records relating to this Lease and the services to be provided under this Lease may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
38. Governing Law: This Lease shall be governed and interpreted by the laws of the State of Georgia.
39. Venue. All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Lease, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia or federal court of the Southern District of Georgia. The Lessee, by executing this Lease, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia or federal court of the Southern District of Georgia.
40. Entire Agreement. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party

to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Lease may only be amended upon writing signed by both parties.

41. Breach. Upon the failure of Lessee to observe or comply with any of the provisions of this Lease, Lessor may immediately terminate this Lease and institute such actions necessary to recover the property and evict Lessee.
42. Notices. All notices, demands, and requests which may or are required to be given by either Airport or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Lessor:

Augusta Aviation Commission  
Attn: Executive Director  
1501 Aviation Way

If intended for Lessee:

Textron Specialized Vehicles  
1451 Marvin Griffin Rd.  
Augusta, Georgia 30906

With a copy to:

Augusta General Counsel  
Augusta Richmond County Department of Law  
535 Telfair St.  
Building 3000  
Augusta, GA 30901  
Fax: (706) 842-5556

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

43. Miscellaneous Provisions.
  - a. No purported or alleged waiver of any of the provisions of this Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
  - b. Captions herein are for convenience or reference only and in no way define, limit or expand the scope or intent of this Lease. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
  - c. Counterparts. This Lease may be executed in two or more counterparts, all of which together shall constitute but one and the same Lease. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
  - d. Nothing contained in this Lease shall be construed to be a waiver of the County's sovereign immunity.

- e. It is specifically agreed between the parties executing this Lease that it is not intended by any of the provisions of this Lease to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- f. Nothing contained in this Lease shall be construed to be a waiver of any individual's qualified good faith immunity.
- g. Lessee understands that all operations, uses and occupancy of the Leased Premises must be in strict compliance with all TSA, FAA, Airport rules and regulations, grant requirements, Rules and Regulations, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Landlord's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Lease which may be in conflict therewith. Any default by Lessee shall permit the Landlord to immediately terminate the Lease as a non-exclusive remedy.
- h. All leased property shall be maintained in such condition of repair, cleanliness and general maintenance as shall be acceptable to the Airport.

IN WITNESS WHEREOF, the parties hereof have caused this Lease to be executed as of the day and year first above written.

AUGUSTA AVIATION COMMISSION  
Lessor

Textron Specialized Vehicles  
Lessee

\_\_\_\_\_, Chairman

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Garnett L. Johnson, Mayor

Attest:

\_\_\_\_\_  
City Clerk