

**AIRPORT ARRIVAL/DEPARTURE BUILDING  
LEASE AGREEMENT  
SOUTHWEST MINNESOTA REGIONAL AIRPORT  
MARSHALL/RYAN FIELD**

THIS LEASE AGREEMENT (“Agreement”) is executed in duplicate as of the 2<sup>nd</sup> day of January 2020, by and between the City of Marshall, Minnesota (“Landlord”), whose business address is 344 West Main Street, Marshall, Minnesota 56258, and Tracy Aircraft, LLC, a Minnesota Corporation, whose business address is 205 3<sup>rd</sup> Street E, Tracy, Minnesota 56175, authorized to do business in the State of Minnesota, hereinafter referred to as (“Tenant”).

RECITAL

Landlord is the owner of the Southwest Minnesota Regional Airport-Marshall/Ryan Field and operates a building commonly known as the Arrival/Departure Building (the “Facility”) located at 1650 West College Drive, Marshall, Minnesota 56258.

Tenant is engaged in the business of pilot training.

Landlord wishes to make pilot training available to its customers and invitees at the Facility and, to that end, wishes to have Tenant provide such services.

Landlord has offered to grant Tenant the right to occupy and use certain space in the Facility for the purpose of providing pilot training service and Tenant is willing to provide pilot training service and to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties covenant and agree as follows:

1. **Concession.** The Landlord does hereby grant to the Tenant and the Tenant hereby accepts from the Landlord, the non-exclusive right to operate a pilot training service at the Facility for the purpose of offering pilot training to the public under the covenants, conditions and provisions contained in this Lease.
2. **Term.** Subject to termination as otherwise provided in this Lease, the term of this Lease shall be for a period of five (5) years, commencing on January 2, 2020 (the “Commencement Date”) and ending on December 31, 2024 (the “Expiration Date”), unless canceled by either party upon written notice to the other party in accordance with Sections 17 and 18 of this Lease. All rentals described herein shall accrue from the commencement date above, the effective date of this Lease. Lease rates, as depicted in Exhibit “A,” may be adjusted by Landlord on January first of each year. Landlord shall give Tenant at least thirty (30) days written notice of Landlord’s intent to adjust said rates.

The term may be extended for an indefinite period of time upon written agreement by both Landlord and Tenant at the rental rates to be determined at that time.

3. **Non-exclusivity.** This concession shall not be construed to be an exclusive concession, and the Landlord shall have the right to deal with and perfect arrangements with any other individual, firm or corporation for engaging in similar activities at the Airport. The Landlord shall not, hereafter, grant to any other individual, firm or corporation, other than Tenant, a similar concession upon terms or conditions more favorable in any material respect than those herein granted Tenant.
4. **Office Space/Parking Space Allocations.** The Tenant is allocated office space in the Facility as shown in the plan attached as Exhibit "B" and containing approximately one hundred twenty-five (125) square feet. In addition to said office area, the Landlord does hereby lease to Tenant two (2) automobile parking spaces as shown on Exhibit "C". No parking shall be allowed immediately in front of the Facility (except as posted) and no overnight parking shall be allowed. Landlord agrees to permit Tenant, its agents, employees and invitees access to the Facility throughout the term of this agreement and the right to use all of the common area associated with the Facility (e.g., restrooms, sidewalks, access roads, parking areas, waiting areas, conference room) in the same manner as such areas are made available to and used by the employees and invitees of the Facility.
5. **Payment Dates.** Tenant shall pay Landlord, without notice to Tenant, monthly rent as depicted in Exhibit "A" on or before the first day of each month for the following month. A late fee charge of \$20.00 shall be assessed for payments received after the tenth (10<sup>th</sup>) day of the month and shall be added to the following month's payment.
6. **Cleaning.** Tenant is required to maintain leased areas clean, neat, and orderly. In the event that Tenant fails to keep the premises used by it in an attractive, neat, clean, orderly and sanitary condition as is required by this Lease, Landlord by itself shall clean or cause to be cleaned those portions of the premises not so kept and Tenant agrees to reimburse Landlord for the direct and indirect costs incurred by Landlord for the performance of said work immediately upon being billed therefore by Landlord. Daily trash removal and placing it in the dumpster provided by the Landlord shall be the responsibility of the Tenant.
7. **Utilities.** The Landlord agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant, except for telephone and other communication usage, required by Tenant in the Facility.
8. **Activities Permitted on Airport.** Tenant shall have the right to use those portions of the Airport covered by this Lease for the conducting of pilot training service as herein provided for.

9. **Construction and Improvements.** No improvement, alterations, or additions shall be made to the lease space in the Facility without the written approval of the Landlord, which approval will not be unreasonably withheld. Improvements to leased space shall be at the sole expense of the Tenant, in accordance with architectural plans developed by Tenant, and reviewed and approved by the Landlord's City Engineer.
10. **Liens.** Tenant agrees not to allow any mechanic's lien to be filed against the Facility by reason of any work, labor, services or materials performed at or furnished to the leased space at the Facility by or for Tenant.
11. **Tenant's Covenants.** Tenant hereby covenants and agrees:
- A. To furnish good, prompt and efficient service adequate to meet all reasonable demands at the Airport at a fair and reasonable price and that services provided by Tenant at the Airport shall conform to all standards herein specified; and to initiate reasonable efforts to promote local marketing efforts of pilot training services within the community and surrounding area.
  - B. That it shall not permit its agents, servants or employees to solicit or conduct business outside of the area referred to in No. 4 above.
  - C. That it shall abide by, and require its agents, servants or employees to abide by, and be subject to all reasonable rules and regulations which are now, or may from time to time, be formulated by the Landlord or the Airport Manager concerning the management, operation or use of the Airport and specifically to abide by all provisions of the Airport security plan, if any.
  - D. That it shall meet all expenses in connection with the use of the leased space hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or structures and improvements at any time situated thereon, and that it shall secure all such permits and licenses as may be necessary.
  - E. That it shall permit the Landlord's representative at any time, and as often as the Landlord deems necessary, to inspect the premises used by the Tenant in the conduct of its business, and upon request shall demonstrate any such machines or equipment.
  - F. That it shall not do, or permit to be done, any act which:
    - (1) Shall invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon;
    - (2) Shall increase the rate of any fire insurance on the Airport or any part thereof, or upon the contents or any building thereon;

- (3) Shall, in the opinion of the Landlord, constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Lease.

If, by any reason of the Tenant's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Tenant shall be notified and shall, upon demand, pay the Landlord that part of all fire insurance premiums paid or payable by the Landlord which shall have been charged because of such violation by the Tenant.

- G. Non-discrimination. For Tenant, its agents, servants and employees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that:
  - (1) No person on the ground of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - (2) In the construction of any improvements on, over or under such lease space and the furnishing of services thereon, no person on the grounds of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.
  - (3) The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination 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.
- H. Signs. Tenant shall have the right to install tasteful, professionally prepared signs at the leased space and at such locations at the Facility that Landlord approves, which approval will not be unreasonably withheld.
- I. Landlord acknowledges that the Facility must be and remain connected to Tenant's corporate terrestrial broadband data communications network (the "Network") in order for Tenant to conduct its business at the Facility. Landlord authorizes Tenant to perform such work as may be necessary, within or outside the Facility, to permit Tenant to connect properly the Facility to the Network and thereafter maintain such connection, all at Tenant's expense and in accordance with plans prepared by Tenant and approved by Landlord, which approval will not be unreasonably withheld. Landlord agrees to cooperate fully with Tenant to secure the permits and approvals necessary to the performance of such work and to facilitate completion of such work. If, for any reason other than the act or omission of Tenant, including the inadequacy of facilities or services provided by a Local Exchange Carrier or other provider, the connection of the Premises to the Network cannot be accomplished within a time or at a cost acceptable

to Tenant, or the connection is broken or becomes inadequate for Tenant's purposes, then Tenant may terminate this Lease by written notice to Landlord.

12. **Indemnification.** Tenant shall defend, indemnify and hold harmless the Landlord from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of the Landlord or the Tenant, by reason of death or injury to persons, or loss or damage to property resulting from Tenant's operation hereunder or sustained in or upon the leased premises, or as a result of anything claimed to be done or omitted to be done by the Tenant hereunder, save and except where said claims, demands, suits, judgments, costs and expenses are solely the result of the intentional or negligent acts of Landlord.
13. **Waiver of Subrogation.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the demised premises, and any improvements thereon, or contents thereof, a waiver of any right of subrogation any such insurer or one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective so long as each is empowered to grant such waiver under the terms of his/her insurance policy or policies involved without payment of additional premiums. Such waiver shall stand mutually terminated as of the date either Landlord or Tenant ceases to be so empowered.
14. **Insurance.**
  - A. Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, at Tenant's sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

Such insurance shall name the Landlord as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

- (1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.
- (2) Automobile public liability insurance: The Tenant shall provide the minimum amounts as required by Minnesota State Statutes.
- (3) Workers' compensation insurance: meeting or exceeding statutory requirements.
- (4) General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.

- B. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Tenant.
- C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.
15. **Surrender of Possession.** Upon the termination of this Lease, Tenant's authority to use the premises, rights, facilities and equipment herein granted shall cease and Tenant shall, upon expiration or termination, promptly and in good condition surrender the same to the Landlord. Upon termination, any improvements which have become part of the realty shall become the property of the Landlord and the same shall be immediately returned to the control of the Landlord. Any improvements not part of the realty shall be removed therefrom within fifteen (15) days after the termination of this Lease or the same shall be deemed to have been abandoned to the Landlord and the right of the Tenant to possession thereof shall cease.
16. **Damage to Property.** Tenant shall promptly repair or replace any property of the Landlord which is lost, destroyed or damaged by its operations hereunder. If Tenant fails to promptly repair or replace such property, Landlord may repair or replace it and charge Tenant for the costs incurred, which costs shall immediately be paid by Tenant.
17. **Cancellation by Landlord.** In the event that Tenant shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it, and Tenant thereafter is adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of Tenant's assets shall be appointed, or that Tenant shall be divested of its estate herein by other operation of law or that Tenant shall fail to perform, keep and observe any of the terms, covenants, or conditions herein contained on its part to be performed, the Landlord may give the Tenant written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by Tenant, the Landlord may, after the lapse of said thirty (30) day period and prior to the correction or curing of such condition or default, terminate this Lease by a thirty (30) day written notice; provided, however, that in the event Tenant cannot cure said default within thirty (30) days despite his/her best efforts to do so, and that he/she shall have commenced and thereafter diligently pursued said cure to completion, said default shall not be grounds for terminating this Lease.

Acceptance of rental by Landlord for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant, shall not be deemed a waiver of any right on the part of Landlord to cancel this Lease for such default.

No waiver of default by Landlord of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant.

This Lease shall also be subject to termination by the Landlord in the event of any one of the following:

- A. If Tenant shall fail to pay any installments of rent or other charges required to be paid by Tenant within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- B. Any illegal act or any violation of State, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in termination procedures being initiated. Legal costs incurred during said termination procedures shall be the responsibility of Tenant.

In addition to any right of cancellation or any other rights herein given to Landlord, Landlord may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

18. **Cancellation by Tenant.** Tenant shall have the right upon written notice to the Landlord to terminate this Lease upon the happening of one or more of the following events, if said events are then continuing:

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Tenant of all or any substantial part of the premises used and occupied by Tenant hereunder; (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Tenant and which is necessary for its operations on the Airport.
- B. If Landlord defaults in any of the terms, covenants or conditions under this Lease and fails to cure the default or make substantial progress with regard thereto within forty-five (45) days following receipt of written demand from Tenant to do so.
- C. If all or a material part of the premises used and occupied by Tenant hereunder is damaged or destroyed, or all or a part of the Airport or Airport facilities which is necessary to the operation of Tenant's business is damaged or destroyed or the use thereof disrupted for causes beyond Tenant's control.

D. If, by reason of any action of any governmental authority, Tenant is unable to conduct its business for a period of in excess of forty-five (45) days in substantially the same manner or substantially to the same extent as prior to such action.

In addition to any right of cancellation or any other rights herein given to Tenant, Tenant may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

19. **Subleases and Assignments.** Tenant shall not assign or transfer, in whole or in part, in any manner, this Lease nor any interest therein, nor permit the foregoing Lease to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of Landlord shall first be obtained in each and every case of subletting, assignment or transfer as shall from time to time occur or be desired. It is expressly agreed by the Tenant that in the event permission be granted by the Landlord as herein provided, the subtenant or assignee shall be required to assume and agree to perform the covenants of this Lease and that notwithstanding any such subletting or assignment, the Tenant shall be and remain liable for the payments of all rents and the performance of all covenants and conditions for the full term of this Lease.
20. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States of America 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 of the Airport.
21. **Modification.** Nothing under this Lease shall be deemed to prevent the Landlord and Tenant from entering into other or different agreements or modifications of this Lease, provided that any modifications of this Lease shall be in writing and shall be executed with at least the same degree of formality as this Lease.
22. **Notices.** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Landlord, the same shall be mailed to the address hereinabove set forth or such other address as Landlord may hereinafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at 205 3<sup>rd</sup> Street E, Tracy, Minnesota 56175.
23. **Applicable Law.** This Lease, together with all of its articles, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota, in Lyon County, Minnesota.



IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

Tenant: Tracy Aircraft, LLC

Landlord: City of Marshall, Minnesota

By: David Algyer  
David Algyer 11/15/20  
Its: Owner

By: \_\_\_\_\_  
Robert J. Byrnes  
Its: Mayor

\_\_\_\_\_  
Witness

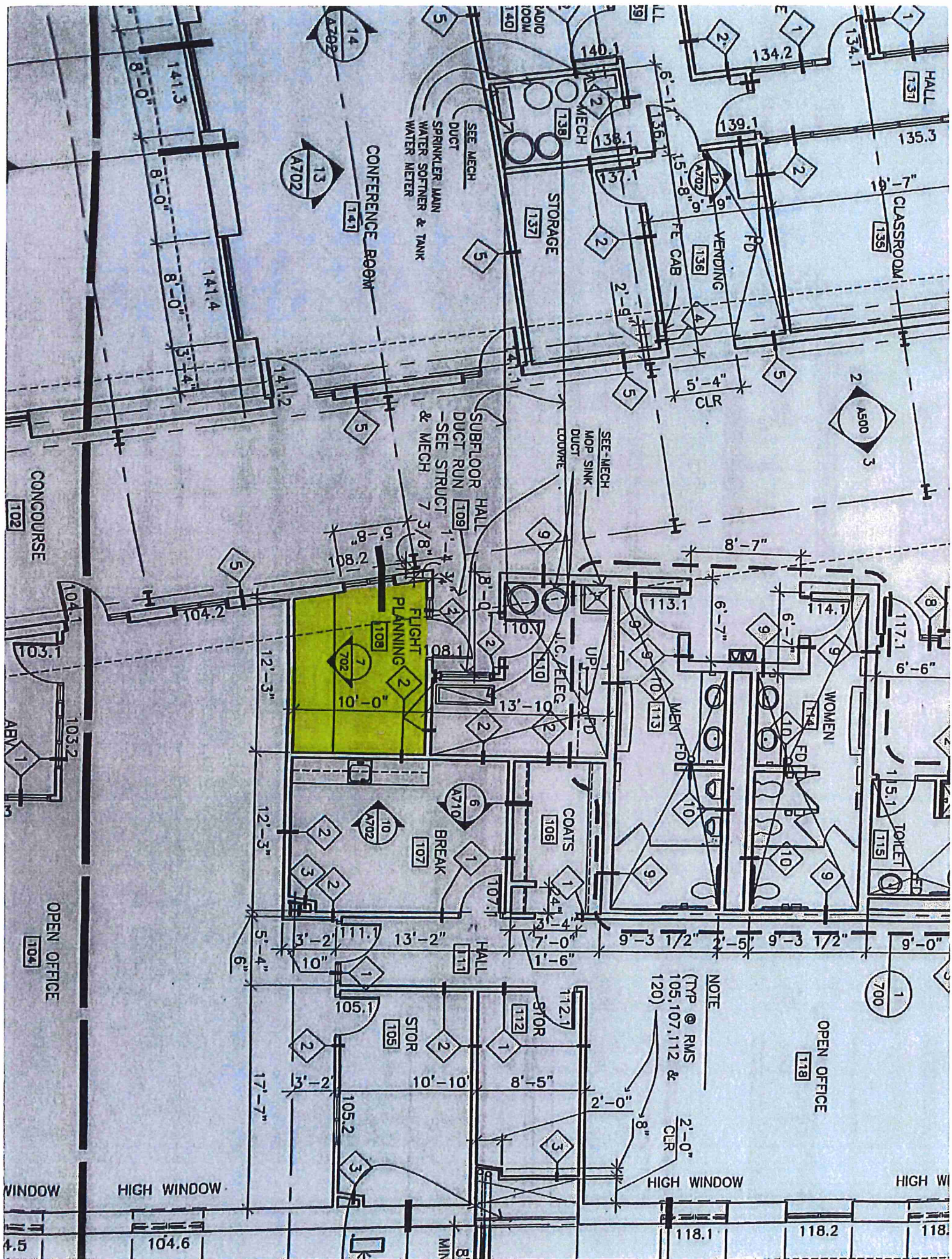
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Witness: Kyle Box  
City Clerk

**Exhibit "A"**  
**Lease Rates**  
**for**  
**Office Space (125 Sq. Ft.) and Parking Space (400 Sq. Ft.)**

Commencing upon the effective date of the lease, January 2, 2020, the annual rental for the rights and privileges granted to the Tenant under the terms of their lease shall be:

<u>YEAR</u>	<u>MONTHS</u>	<u>MONTHLY RENTAL</u>	<u>ANNUAL RENTAL</u>
2020	12	\$182.00	\$2,184.00
2021	12	\$182.00	\$2,184.00
2022	12	\$182.00	\$2,184.00
2023	12	\$182.00	\$2,184.00
2024	12	\$182.00	\$2,184.00

Tenant shall be responsible for any taxes in accordance with the private use of the leased space.



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NOTE  
(TYP @ RMS  
105, 107, 112 &  
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2'-0" CLR  
HIGH WINDOW

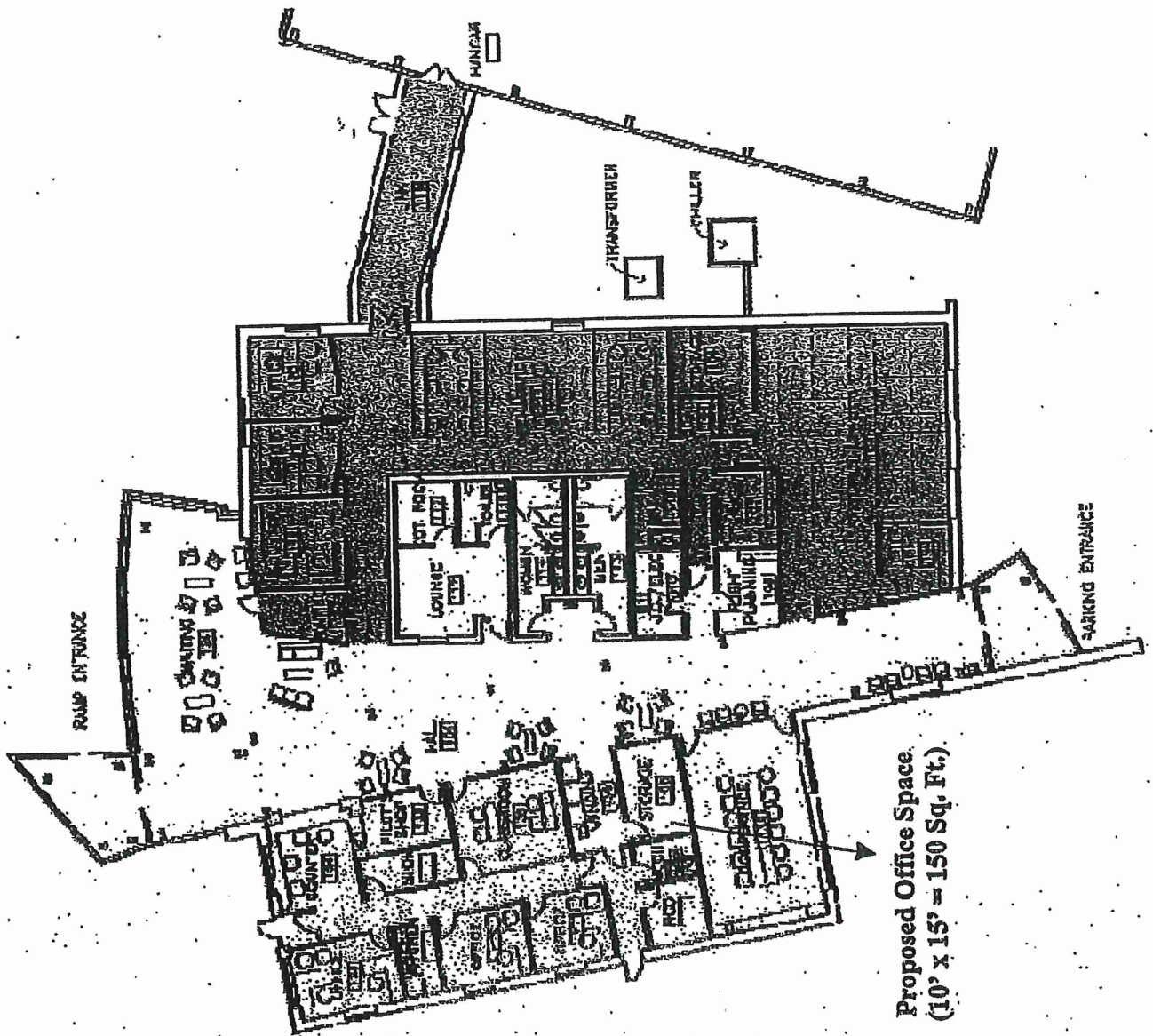
OPEN OFFICE  
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HIGH WINDOW

HIGH WINDOW

HIGH WINDOW

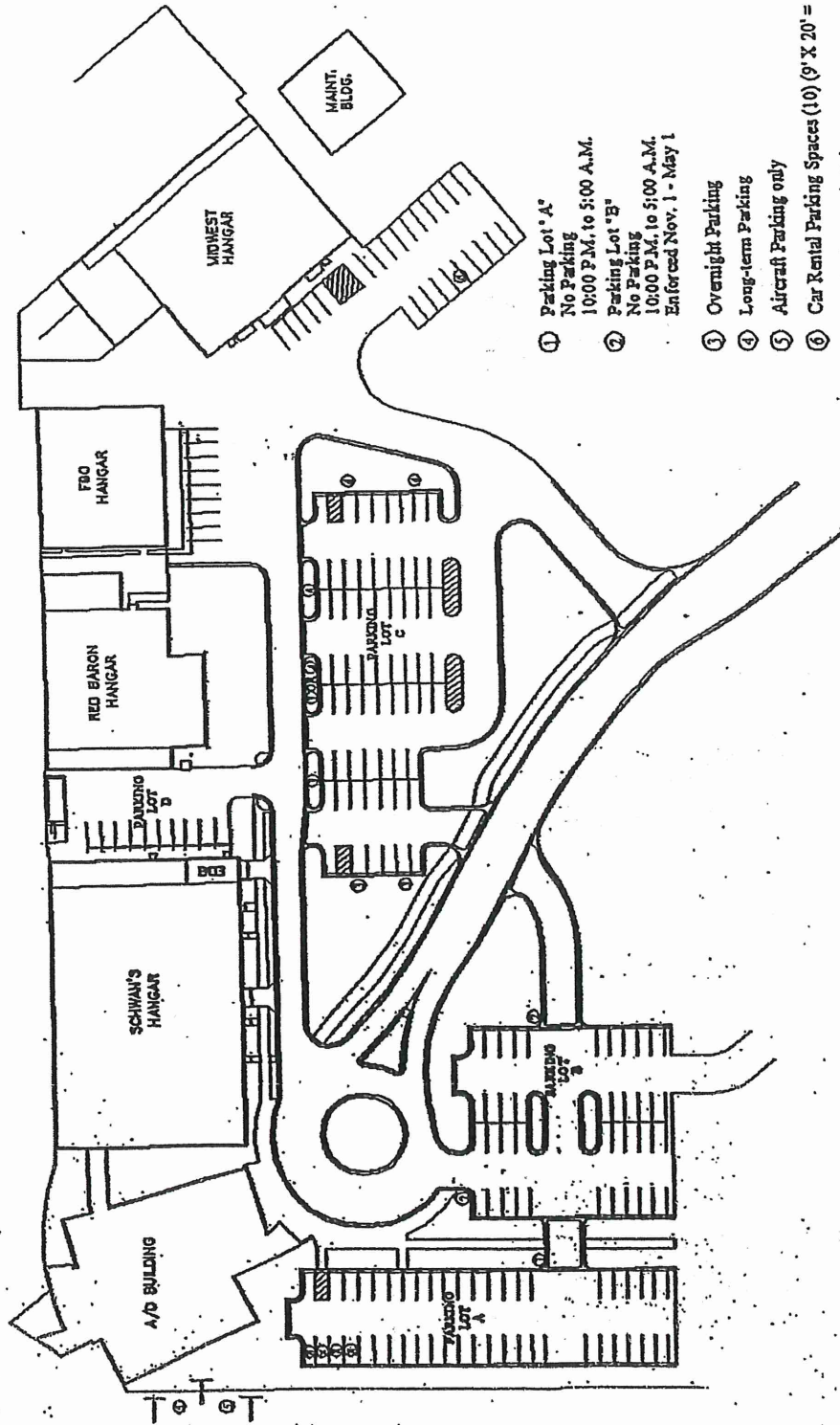
**Exhibit "B"**  
**Office Space in Arrival/Departure Building**  
**(Storage Room)**



Proposed Office Space.  
(10' x 15' = 150 Sq. Ft.)

# Exhibit "C" Parking Spaces

## SOUTHWEST MINNESOTA REGIONAL AIRPORT MARSHALL/RYAN FIELD





Risk Placement Services, Inc. - Minneapolis  
6625 W. 78th Street Suite 210  
Minneapolis, MN 55439  
Phone: 952-938-0655  
Fax: 952-938-0701

## INSURANCE QUOTE

**DATE ISSUED:** January 7, 2020 **SUBMISSION:** 3179993A

**RETAIL PRODUCER:** Minnwest Insurance Agency - Tracy  
P.O. Box 1048  
tracy, MN 56175

**INSURED:** David Algyer  
205 3rd Street East  
Tracy, MN 56175

**LOCATION ADDRESS:** 1605 W College Dr East,  
Marshall, MN 56258

**INSURER:** ACE Property & Casualty Insurance Company NAIC #: 20699  
Admitted AM Best Rating: A++ XV

**PRODUCT:** Aviation: CGL

**If this is a Claims Made  
Quote, the Retro Date is:**

**POLICY PERIOD:** 1/7/2020 TO 1/7/2021

**POLICY MINIMUM EARNED:**

<b>COVERAGE</b>	<b>PREMIUM</b>	<b>MEP % - If varies from policy MEP</b>
Aviation	\$990.00	

**PREMIUM:** \$990.00

**TAXES:** Tax State: MN

**FEES:**  
Broker Fee \$100.00  
(Fees, if any, are fully earned at binding.)

**TOTAL:** \$1,090.00

**THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE AN ADDITIONAL PREMIUM (AND TAXES) APPLY. See TRIA disclosure attached. \$99.00 plus any applicable taxes.**

**LIMITS**  
See attached

**DEDUCTIBLE(S)**

See attached

**% COINSURANCE (if applicable)**

**ENDORSEMENTS/FORMS**

**CONDITIONS**

See attached

**RATING BASIS:**

**THIS QUOTE IS VALID FOR 30 DAYS FROM ISSUANCE, UNLESS OTHERWISE NOTED.**

**PAYMENT TERMS:**

**PREMIUM PAYMENT IS DUE WITHIN THE TERMS OF OUR INVOICE WHEN ISSUED.**

**Krista Howard, Account Manager**  
**AUTHORIZED REPRESENTATIVE**

INSURED: David Algyer  
DATE ISSUED: January 7, 2020

If you elect to bind coverage with a non-admitted carrier, surplus lines taxes must be collected and remitted to your Home State, as defined in The Nonadmitted and Reinsurance Reform Act (NRRA). Many states have not yet addressed the impact of the NRRA, and surplus lines tax rates and regulations are subject to revision. Accordingly, additional taxes may be levied and RPS would require immediate remittance from you. In addition, if you have a multi-state risk, we intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of a future claim by the non-Home State is determined to no longer exist, then the taxes will be returned to you.

CHUBB

TO: Krista Howard  
Risk Placement Services  
Bloomington , Minnesota 55439

RISK ID:

EMAIL: Krista\_Howard@rpsins.com

DATE SENT: January 07, 2020

**AVIATION OPERATIONS LIABILITY QUOTATION**  
WITH  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**  
(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

**NAMED**

**INSURED:** David Algyer

**NAMED**

**INSURED'S**

**ADDRESS:** 205 3rd Street East, Tracy, Minnesota, 56175

**PERIOD:**

From: February 07, 2020 To: February 07, 2021  
both days at 12:01 a.m. Local Time at the address of the Named Insured

**INTEREST:**

The Insured's legal liability to which this policy applies, arising out of the Insured's Aviation operations at Southwest Minnesota Regional Airport - Marshall/Ryan Field (FAA I.D.: MML), Marshall, Minnesota

**SUM**

\$1,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and



**INSURED:** Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.....	Not Insured
Personal Injury and Advertising Injury Annual Aggregate Limit.....	\$1,000,000
Malpractice Annual Aggregate Limit.....	Not Insured
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.....	\$1,000,000
Fire Damage Limit Any One Fire.....	\$50,000
Medical Expense Limit Any One Person.....	\$5,000
Hangarkeepers not “in flight” Limit Any One Occurrence.....	Not Insured
Hangarkeepers not “in flight” Limit Any One Aircraft.....	Not Insured
Non-Owned Aircraft Liability Limit Any One Occurrence.....	Not Insured

**DEDUCTIBLE:** Nil

**CONDITIONS:** The Aviation Operations Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause  
Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but  
10 days notice for non-payment of premium. This provision does not override the Automatic  
Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP MN (11/99) Minnesota Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations in: **Minnesota**

Form Reference and Edition	Title
9001-MN (11/00)	Minnesota Changes
AAP 200 (07/10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy - Policy Provisions
AAP 203 (02/08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 243 (11/99)	Airport Operations Change Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AAP 273 (11/03)	Pollution Endorsement
AAP 275 (01/15)	Limited Terrorism Coverage Endorsement
AAP 277 (01/06)	Silica And Silica-Related Dust Exclusion

AAP 306 (03/08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03/08)	Amendment to Supplementary Payments (Court Cost) Endorsement
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
TR-19604d (01/15)	Notice Of Terrorism Insurance Coverage

**ANNUAL**  
**GL Premium:**                    \$990      Broker Fee \$100.00

**ANNUAL**  
**TRIA Premium:**                \$99

**ANNUAL**  
**WAR Premium:**                \$99 reducing to \$25 if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:  
<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of ACE Property and Casualty Insurance Company

By 

Authorized Representative

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.**

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage for a prospective premium of \$99
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
*Policyholder/Applicant's Signature*

**David Algier**  
*Print Name*

\_\_\_\_\_  
*Date*

**ACE Property and Casualty Insurance Company**  
*Insurance Company*

\_\_\_\_\_  
*Policy Number*

# MINNESOTA INSURANCE CARD



## POLICY INFORMATION

Policy Number: AOS-248-195221-70 9 0  
Policy Effective Date: 05/07/2019  
Policy Expiration Date: 05/07/2020

## VEHICLE INFORMATION

Year: 2018  
Make: CHEVROLET  
Model: SILVERADO  
Vehicle Identification Number: 2GCVKREC1J1102856



## CONTACT US

To report a claim: 1-800-2CLAIMS (1-800-225-2467)  
Customer service: 1-800-225-7014  
Roadside Assistance: 1-800-426-9898

### Name of Insured

DAVID ALGYER  
DOROTHY A ALGYER

The insurance company displayed below certifies that it has issued a liability insurance policy with compulsory coverage as required by the Minnesota financial responsibility law, to the policyholder named below with respect to the vehicle described.

Company Name: LM GENERAL INSURANCE COMPANY

NAIC Number: 36447

### Card Effective Date

05/07/2019

### Card Expiration Date

05/07/2020

PNK/T 503 10 10

SEE IMPORTANT MESSAGE ON REVERSE SIDE.