

LOCAL LAW NO. ____ - 2024

A LOCAL LAW authorizing the County of Westchester to amend a ground lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains for space at Westchester County Airport.

BE IT ENACTED by the County Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (“County”) is hereby authorized to amend its lease agreement with White Plains Aviation Partners, LLC D/B/A Million Air White Plains (“Million Air”) for the operation of both a Light General Aviation (“LGA”) facility and a Full Service Heavy Aircraft General Aviation Fixed Base Operation (“FBO”) on approximately 22.4 acres at Westchester County Airport for a term of 30 years (“Lease”), in order to add approximately 7,192 square feet to the Leased Premises, equating to approximately 35 automobile parking spaces.

Section 2. In consideration of this amendment, Million Air shall pay the County \$77,083.25 for the past use of the parking area. In addition, the annual rent on the FBO shall increase by \$15,678.56 commencing retroactively to February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in the Lease. Million Air shall remain responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that it is responsible under the Lease for maintaining the balance of the Leased Premises. As part of this lease amendment, Million Air shall also agree to maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for LGA use, and continue to provide no fewer than 39 tie-down spaces for 39 LGA aircraft.

Section 3. The terms and provisions of the lease amendment shall be in substantially the same form as the amendment attached hereto and made a part hereof as Schedule “A”. All other material terms and conditions of the Lease Agreement shall remain unchanged.

Section 4. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

Section 5. This Local Law shall take effect immediately.

SCHEDULE "A"

LEASE AMENDMENT

FIRST AMENDMENT

TO

LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Agreement**") made as of this ____ day of _____, 202__ (the "**Effective Date**"), between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its principal office at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("**Landlord**")

and

WHITE PLAINS AVIATION PARTNERS, LLC D/B/A MILLION AIR WHITE PLAINS, a Delaware limited liability company, authorized to do business in New York, having an office and place of business at c/o Million Air HQ, 7555 Ipswich Road, Houston, Texas 77061 ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement, dated as of June 1, 2016 (the "**Lease**") wherein Landlord leased to Tenant and Tenant leased from Landlord, the Premises (as such term is defined and described under the Lease);

WHEREAS, the parties also entered into a license agreement dated August 16, 2019 ("License Agreement"), permitting Tenant to use approximately 7,192 square feet of undeveloped space adjacent to the Federal Aviation Administration tower ("Licensed Premises") solely for parking vehicles owned by Tenant, its employees, subtenants and service providers, for a term from March 1, 2019 through February 28, 2020, which term was not extended; and

WHEREAS, Landlord and Tenant desire to modify the Lease to incorporate the formerly Licensed Premises into the Leased Premises.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that as of the Effective Date the Lease is amended and modified as follows:

1. **Recitals; Definitions.** The recitals and whereas clauses are incorporated herein by this reference. All capitalized words, terms and phrases used herein shall have the meanings ascribed to them in the Lease unless otherwise herein defined or modified. For purposes of clarification, when this Agreement refers to a numbered "section" of the Lease, it shall be referring to such numbered "section," "article" or "paragraph," as the case may be, of the Lease. The capitalized

terms "Tenant" and "Lessee" may be used interchangeably under this Agreement and/or the Lease. The capitalized terms "Landlord" and "County" may be used interchangeably under this Agreement and/or the Lease.

2. **Modifications to Section 1.1 of the Lease.**

a. As used in the Lease and this Amendment, as the context requires, the term "Leased Premises" or "Premises" as defined under the Lease means the "Leased Premises" or "Premises" defined under the Lease, and shall include the land previously licensed to Tenant pursuant to the License Agreement.

b. Schedule A attached to the Lease is deleted and replaced with **Schedule A-1**, attached hereto and made a part hereof (the "**Amended Lease Land**") so that the "Land" leased under the Lease shall be the Amended Lease Land. Accordingly, Section 1.2 of the Lease is modified to reflect that the total Leased Premises shall now be the Amended Lease Land and shall also include an additional approximately 7,192 square feet, to accommodate a vehicle parking lot of approximately 35 vehicle parking spaces ("Lot 2").

c. Tenant shall pay to the Landlord the following rates and charges for the past use of Lot 2 beginning March 1, 2019, the start date of the original license agreement, through January 31, 2024: a total amount of \$77,083.25. This total amount will be paid in 59 monthly installments of \$1,306.50.

3. **Increase in Rent.** Based on the inclusion of Lot 2 in the Leased Premises, and pursuant to Section 4.2 of the Lease, the annual rent on the Fixed Base Operation shall increase by \$15,678.56 commencing February 1, 2024. The annual rent on the entire Leased Premises, inclusive of Lot 2, shall be subject to increases as specified in Section 4.2 of the Lease.

4. **Maintenance and Repairs.**

Landlord is conceding Lot 2 of Tenant's Leased Premises in operable condition. It is paved, has surface markings and is lit. Tenant shall be wholly responsible for the maintenance, repairs, snow and ice removal, and environmental compliance of Lot 2, to the extent that Tenant is responsible under the Lease for maintaining the balance of the Leased Premises.

No later than close of business on March 12, 2024, Tenant will provide Landlord with its schedule to complete the required stormwater mitigation items addressed in Commissioner of DPW/T's letter dated August 1, 2022.

5. **T-Hangar and Tie Downs.** Subject to Sections 5.5 and 6.14 of the Lease, Tenant shall maintain the T-hangar on the Leased Premises (identified as T-25) and its associated ramp for light general aviation use. Tenant shall also continue to provide no fewer than 39 tie-down spaces for 39 light general aviation aircraft.

6. **Leasehold Mortgagee.** Pursuant to Section 22.3(A) of the Lease, the effectiveness of this Agreement shall be subject to and, conditioned on, Tenant's Leasehold Mortgagee consenting in writing to the amendment and modification of the Lease as set forth in this Agreement.

7. **Memorandum of Lease.** Upon request of either Landlord or Tenant, Landlord and Tenant shall execute and deliver to each other a memorandum of lease or an amendment of memorandum of lease, in recordable form, to reflect that the Lease has been amended by this Agreement. Tenant shall pay the cost and expense of recording any such memorandum of lease.

8. **Miscellaneous.** Other than as expressly amended or modified by this Agreement, the Lease and its terms shall continue in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and prevail. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No further changes to the Lease or this Agreement may be made except by a written agreement signed by Landlord and Tenant. Tenant has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Tenant, has full power and authority to sign this Agreement on behalf of Tenant and bind Tenant to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Tenant's execution, delivery and performance of this Agreement. Landlord has full power and authority to enter into and perform its obligations under this Agreement and, the person signing below on behalf of Landlord, has full power and authority to sign this Agreement on behalf of Landlord and bind Landlord to the terms and conditions of this Agreement. This Agreement has been duly authorized, executed and delivered by Landlord and is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms. No consent, approval, permit, authorization, registration or filing with any court, administrative agency, commission or other governmental authority or any other person, entity or body is required to be obtained in connection with Landlord's execution, delivery and performance of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

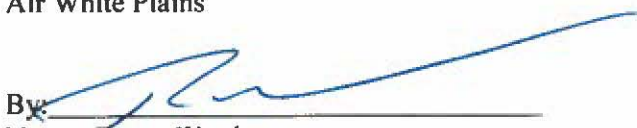
LANDLORD:

The County of Westchester

By: _____
Name: Hugh J. Greechan, Jr., P.E.
Title: Commissioner of Public Works
and Transportation

TENANT:

White Plains Aviation Partners, LLC d/b/a Million
Air White Plains

By:  _____
Name: Roger Woolsey
Title: CEO of REW Investments, Inc., its Managing Member

Authorized by the Board of Legislators of the County of Westchester pursuant to Local Law
Intro No. _____ on the _____ day of _____, 202__.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 202__.

Approved:

Associate County Attorney
The County of Westchester 4-30-2024

SCHEDULE A-1

PROPERTY DESCRIPTION

