

#81 2026-192

LOCAL LAW INTRO NO. _____ - 2026

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Citigroup, Inc. for Hangar E - Bay 2, and certain related space, at Westchester County Airport, for an initial term of fifteen (15) years and two (2) option terms, of five (5) years each, thereafter.

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

Section 1. The County of Westchester (the "County") is hereby authorized to enter into a lease agreement with Citigroup, Inc. ("Citi"), pursuant to which the County will lease to Citi Hangar E - Bay 2, and certain related space, at Westchester County Airport, for an initial term of fifteen (15) years, from June 1, 2026 through May 31, 2041, with Citi having the option to extend the term by up to two (2) additional five (5) year periods thereafter, with said lease agreement being on substantially the same terms as shown in Schedule "A", which is attached hereto.

§ 2. The County Executive, or his duly authorized designee, is hereby authorized and empowered to take such actions and to execute and deliver such documents as may be necessary and appropriate to accomplish the purposes hereof.

§ 3. This local law shall take effect immediately.

SCHEDULE "A"

[ATTACHED, STARTING ON NEXT PAGE]

[NO FURTHER TEXT ON THIS PAGE]

LEASE AGREEMENT

BETWEEN

THE COUNTY OF WESTCHESTER

AND

CITIGROUP INC.

WESTCHESTER COUNTY AIRPORT

INITIAL TERM

June 1, 2026 - May 31, 2041

INITIAL RENEWAL TERM

June 1, 2041 - May 31, 2046

ADDITIONAL RENEWAL TERM

June 1, 2046 - May 31, 2051

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LEASE AGREEMENT

This Lease Agreement (the “**Lease**”), made and entered into this day of _____, 2026 (the “**Effective Date**”) by and 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

(hereinafter referred to as the “**County**”)

and

CITIGROUP INC., a foreign business corporation organized and existing under the laws of the State of Delaware, and having an office at 388 Greenwich Street, New York, New York 10013

(hereinafter referred to as the “**Lessee**”)

WITNESSETH:

WHEREAS, the County is the owner of the premises known as Westchester County Airport (the “**Airport**”); and

WHEREAS, AVPORTS LLC, a Delaware limited liability company (“**Avports**”), operates the Airport as managing agent for the County under an agreement dated June 26, 1996 (as amended, restated, modified and assigned from time to time), and wherever “**County**” is used herein it shall be construed to mean the County of Westchester acting through Avports, its operating agent unless the context requires otherwise; and

WHEREAS, the County and Lessee are mutually desirous of entering into this Lease for the use and occupancy of certain premises at the Airport for the rental and upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the County does hereby grant to the Lessee the exclusive right, unless otherwise stated, to use and occupy the area of the Airport described in Article 2 hereof (hereinafter referred to as the “**Leased Premises**”), for the term and subject to the conditions hereinafter set forth.

ARTICLE 1. - TERM

1.1 The initial term of this lease shall be for a fifteen-year period commencing on June 1, 2026, and expiring on May 31, 2041 (the “**Initial Term**”), unless sooner terminated in accordance with the provisions hereof.

1.2 Effective at the expiration of the term of this Lease and subject to the conditions herein specified, Lessee shall have the option to renew this Lease for a renewal term of five (5) years, commencing on June 1, 2041 and terminating on May 31, 2046 (the “**Initial Renewal Term**”); provided (x) that Lessee, its Affiliate (as defined in Section 12.2), or its Permitted Transferee (as defined in Section 12.2) continue to be the Lessee under this Lease and in possession of any portion of the Leased Premises at the time of exercise of the renewal option and at the date of commencement of the Initial Renewal Term; and (y) that the Lessee, its Affiliate, or its Permitted Transferee is not in default of its monetary or material non-monetary obligations hereunder, after notice and expiration of the applicable cure period or, if no cure period for such monetary or material non-monetary default is provided herein, expiration of sixty (60) days after notice of such monetary or material non-monetary default, either at the time of exercise of the renewal option or at the date of commencement of the Initial Renewal Term.

1.2.1 The renewal option for the Initial Renewal Term may be exercised by Lessee by prior written notice to the County on or before January 1, 2041.

1.3 Effective at the expiration of the Initial Renewal Term and subject to the conditions herein specified, Lessee shall have the option to renew this Lease for an additional renewal term of five (5) years, commencing on June 1, 2046 and terminating on May 31, 2051 (the “**Additional Renewal Term**”); provided (x) that Lessee, Affiliate or Permitted Transferee continues to be the Lessee under this Lease and in possession of any portion of the Leased Premises at the time of exercise of this renewal option and at the date of commencement of the Additional Renewal Term; and (y) that the Lessee, Affiliate or Permitted Transferee is not in monetary or material non-monetary default of its obligations hereunder, after notice and expiration of the applicable cure period or, if no cure period for such monetary or material non-monetary default is provided herein, expiration of sixty (60) days after notice of such monetary or material non-monetary default, either at the time of exercise of this renewal option or at the date of commencement of the Additional Renewal Term.

1.3.1 The renewal option for the Additional Renewal Term may be exercised by Lessee by prior written notice to the County on or before January 1, 2046.

1.3.2 These renewal options may not be assigned separately from this Lease; any such assignment or purported assignment of the renewal options shall be null and void. Any assignment or transfer of this Lease shall be subject to the terms and conditions herein provided in Article 12.

1.4 The County makes no representation that the Leased Premises will be available for lease for corporate aviation purposes following the term hereof. Notwithstanding the foregoing, the previous sentence shall not affect the Lessee’s renewal terms.

ARTICLE 2. - LEASED PREMISES

The Leased Premises shall be those shown on Schedule “A”, attached hereto and made a part hereof, and shall consist of:

2.1.1 Existing Hangar E - Bay 2 (the "**Hangar**") consisting of approximately 23,279 square feet plus a lean to of 4,730 square feet on the first floor, and 1,977 square feet on the second floor, totaling 29,986 square feet (the "**Rentable Area**").

2.1.2 Existing paved aircraft apron of approximately 25,500 square feet (the "**Apron**").

2.1.3 Unimproved land area of approximately 2,500 square feet consisting of the "**Unimproved Land Area.**"

2.1.4 Exclusive use of the thirty (30) vehicular parking spaces shown in Schedule "A" (the "Allocated Spaces"), within the common use automobile parking area adjacent to Hangar E (the "**Common Use Automobile Parking Area**"); provided, however, that, for the purpose of performing maintenance or other work that implicates the Allocated Spaces ("Parking-Impacting Work"), the County shall have the right to temporarily replace any number of the Allocated Spaces with the same number of parking spaces elsewhere within the Common Use Automobile Parking Area (the "Temporary Spaces"). In advance of all Parking-Impacting Work that will require the relocation of any parking from Allocated Spaces to Temporary Spaces, the County shall provide Lessee with notification that, in light of the anticipated length of the relocation, is reasonably in advance of such relocation; provided, however, that this notification requirement shall not apply to such relocations that occur due to Parking-Impacting Work that is occurring on an emergency basis.

2.1.5 Restrictive use area consisting of taxiway access for ingress and egress (the "**Taxiway F**").

2.1.6 Any real property improvements constructed or installed thereon during the term hereof.

ARTICLE 3. - USE OF LEASED PREMISES

3.1 The County represents that the Lessee may use, and the Lessee shall occupy and use, the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 for the parking, storage, servicing, repair and maintenance of aircraft owned, leased or operated by the Lessee and its subsidiaries, Affiliates and permitted sublessees, and Lessee warrants that all such aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, as amended and as may be amended in the future ("**CFR 36**"), and that any turbojet aircraft purchased after the Effective Date and thereafter based at the Leased Premises shall, at a minimum, be equipped with new technology, low-fuel consumption, high-bypass ratio "quiet" engines existing as of the Effective Date and Lessee further agrees to comply with any applicable noise standards hereafter established by any governmental authority having jurisdiction over the Airport (provided that Lessee has received prior written notice, either because such standards are publicly available or from the County; and further provided that, with regard to noise standards established after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if such new standards materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, the County shall cooperate with Lessee to reduce the effect of such new standards on Lessee's operations to the extent practicable, but without requiring the County to incur any expense for such cooperation, and Lessee shall thereafter be entitled to an

equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; and if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of each such new standard, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice); and

3.1.2 for administration and operations offices and lounges in connection with the purposes authorized hereunder.

3.2 Nothing contained in this Lease shall give or be construed to give the Lessee any right to sell, dispense or store aviation fuel of any kind at the Airport.

3.3. No aircraft with a certified maximum gross takeoff weight in excess of 120,000 pounds shall land, take off, or use the Airport without prior permission request (PPR) approval of the "Airport Manager." The Airport Manager may grant permission for aircraft in excess of 120,000 pounds maximum gross takeoff weight if he/she finds on the basis of acceptable engineering data that such operations, while continuing all other permitted or anticipated operations, would not shorten the design life of any potentially affected airport pavement or adversely impact operations.

ARTICLE 4. - RENTAL

4.1.1 For use and occupancy of the Leased Premises and privileges herein granted, the Lessee agrees to pay the County an annual rent (the "**Base Rent**"). During the initial year of this Lease, the annual base rent shall be ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED FORTY and 00/100 DOLLARS (\$1,199,440.00). As a convenience to the Lessee the annual rent may be paid in equal monthly installments. The County shall not be required to provide any notice to Lessee concerning Base Rent amounts that are, or will be, due and payable. However, the County shall provide Lessee with a statement or bill for additional rent amounts or other charges to be paid by Lessee hereunder; each such statement or bill shall be emailed to Lessee at: NAMLeaseAdmin@citi.com with a subject line to include: "Westchester Aviation Hangar Real Estate"; and Lessee shall pay each such amount within thirty (30) days of receipt of the statement or bill for such amount. Except as provided in Section 4.1.2, the annual rent shall be adjusted effective June 1 of each succeeding year (including the succeeding years of the Initial Renewal Term and Additional Renewal Term, if any), by the greater of (a) the increase between the then current Consumer Price Index and the Consumer Price Index for the previous June or (b) three percent (3%). For purposes of this Lease, the Consumer Price Index shall mean the Consumer Price Index - All Urban Consumers for the U.S. City Average for All Items (1982-84=100) (CPI-U), as published by the Bureau of Labor Statistics of the United States Department of Labor, in effect and generally published at the time the computation is to be made. In no event shall the annual rent be decreased and in no event shall the annual rent increase exceed five percent (5%).

4.1.2 During any renewal terms, the Base Rent will be at the fair market value determined in accordance with this Section 4.1.2 (the "**Fair Market Rent**"). Fair Market Rent shall be defined by the rents being charged to current and prospective direct user tenants (i.e., excluding fixed base operators of charter flights) at the Airport and current direct user tenants at comparable airports across the United States taking into account all relevant factors; it being agreed that, for purposes of this sentence, "prospective" shall mean only those potential direct user tenants with whom the County has, at the time of determination of the Fair Market Rent, agreed in writing to a base rent for a pending lease (all of the foregoing considerations, collectively, being the "FMV Criteria"). By written notice to Lessee no later than twelve (12) months prior to the commencement of the subject renewal term, the County shall provide Lessee with the anticipated Fair Market Rent for the subject renewal term (the "**County's FMV Determination**"), with the County's FMV Determination being commensurate with findings, regarding the FMV Criteria, by the County and/or a reputable independent aviation consultant with at least five (5) years of experience, within the past seven (7) years, in airport real estate valuation. Lessee shall notify the County (the "**Lessee's FMV Notice**") of its approval or disapproval of the County's FMV Determination for the subject renewal term on or before nine (9) months prior to the commencement of the subject renewal term, with any notice of disapproval being accompanied by Lessee's determination of the Fair Market Rent for the subject renewal term ("**Lessee's FMV Determination**"), which must be determined by a reputable independent aviation consultant with at least five (5) years of experience, within the past seven (7) years, in airport real estate valuation, who has been engaged by Lessee, with the Lessee's FMV Determination being accompanied by Lessee's comprehensive rental survey of the Airport and comparable airports across the United States. If Lessee's FMV Notice does not approve the County's FMV Determination and provides Lessee's FMV Determination, then the County and Lessee shall promptly and diligently negotiate in good faith to agree upon the Fair Market Rent for the subject renewal term. If, within thirty (30) days after the commencement of such good faith negotiations or a mutually agreed-upon extension timeline not to exceed sixty (60) days, the County and Lessee are unable to determine a mutually agreed-upon Fair Market Rent, then Lessee shall have the option to not renew the Lease.

4.2 The annual rent may be paid in equal monthly installments in which case the monthly installment shall be due and payable on the first day of each month in advance at the office of the Airport Manager or at such office as may be directed in writing by the County. Rent may be paid by wire transfer or ACH at Lessee's election.

ARTICLE 5. - ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR .

5.1 Lessee warrants it has inspected the Leased Premises, is currently in possession of the Leased Premises and has been since June 1, 2001 and accepts continued possession of the Leased Premises and the improvements thereon "as is" in their present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration (the "FAA") and by existing or future ordinances of the County and admits their suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the County shall not be required to maintain or to make any improvements,

repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. The County shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns during the term of this Lease. Notwithstanding, the County will remain responsible for damage caused by the County's negligence or willful misconduct.

5.2 Both the County and Lessee shall bear the responsibilities, outlined in subsequent sections, for the complete Fire Protection System serving the building of which the Leased Premises is a part. The term "**Fire Protection System**" shall include the Hangar E fire pump house, the water distribution system, fire detection and alarm system, together with all ancillary equipment, devices and connections required for appropriate operation of such system.

5.3 The Lessee shall be responsible for performing all structural and non-structural improvements, repairs and maintenance required to be made subsequent to the date of this Lease, except as provided in Paragraph 5.2. Such structural and non-structural improvements, repairs and maintenance, include but are not limited to Hangar repairs and renovations including the roof replacement (the "**Hangar Improvements**") and the Apron repair and replacement (the "**Apron Improvements**") and collectively with the Hangar Improvements, the "**Improvements**"). Structural repairs shall be defined as all repairs (which, for purposes of this subsection shall include "replacements" where appropriate) necessary to ensure the structural integrity of any building or structure on the Leased Premises ("**Structure(s)**"), including the foundation, roof, walls, floor, ceiling and/or supporting beams, and/or to comply with laws, insurance requirements, and changes to life safety and security systems to the extent that Lessee is mandated to so comply ("**Structural Repairs**"). The Structural Repairs shall be deemed Hangar Improvements.

(a) The Lessee shall not defer the performance of any Structural Repair, if, in the reasonable judgment of the County, such delay would create an unsafe condition or would cause further deterioration of the Leased Premises.

(b) Notwithstanding anything to the contrary set forth in this Lease and excluding the "Improvements" set forth in Section 5.7 below, if any Improvements are necessitated in the last three (3) years of the then-current Lease term (inclusive of, and the later of, the Initial Renewal Term or Additional Renewal Term, if either of the same shall have been exercised by Lessee), whose useful life extends beyond the then-remaining term of the Lease (a "**Capital Asset Repair/Replacement**"), Lessee will not be in default under the Lease for failing to perform such Capital Asset Repair/Replacement; provided, however, if an emergency situation exists due to Lessee's failure to perform such Capital Asset Repair/Replacement, Lessee shall take commercially reasonable measures to temporarily fix the condition such that the Leased Premises or applicable portion thereof are safe for occupancy. However, if such Capital Asset Repair/Replacement is a result of a casualty, it shall be governed by the provisions of the Lease governing casualty.

Additionally, the Lessee shall:

5.3.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all Improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.3.2 Provide and maintain the operability of on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law and FAA regulations except for that equipment for which the County is responsible pursuant to Section 5.4

5.3.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.3.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grass with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.3.5 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power, and telecommunications conduits and lines, sanitary sewers and storm sewers except for that for which the County is responsible under the obligations of Article 21.

5.3.6 Within the portions of the Leased Premises used exclusively by Lessee, Lessee shall be responsible for inspections, maintenance and repairs of the Fire Protection System. Lessee shall submit annual life safety inspections required by the Airport and the municipality. Lessee shall be responsible for purchasing, installing and maintaining NFPA 407 Current Edition compliant fire extinguishers located in the Leased Premises. For the avoidance of doubt, any piping that is part of the Fire Protection System and is located outside of the portions of the Leased Premises used exclusively by Lessee (and is not for the exclusive use by Lessee) shall not be Lessee's responsibility and shall be maintained by the County; provided, however, the Lessee shall be responsible for its Proportionate Share (as defined in Section 5.4) of the maintenance and repair of any part of the Fire Protection System that is located outside of the portions of the Leased Premises used exclusively by Lessee.

Additionally, the County shall:

5.4 Excluding the portions of the Leased Premises used exclusively by Lessee, for which the Lessee shall be responsible, the County shall be responsible for inspections, maintenance and repairs of the Fire Protection System. The County shall perform maintenance and repairs of the Fire Protection System not within the portions of the Leased Premises used exclusively by Lessee. For any work the County performs on the Fire Protection System that is the County's responsibility, the Lessee shall reimburse the County for its Proportionate Share (defined below) of the actual and reasonable out-of-pocket cost, determined by procurement performed through the County procurement methods, of maintaining the Fire Protection System, including, but not limited to, direct labor, materials, power consumption, and modification to such system as may be mandated by law, rules, regulations or required to maintain insurability of the Structure. Lessee's

proportionate share of such costs shall be twenty-two and sixty-four hundredths percent (22.64%) (“**Proportionate Share**”; determined at the same percentage as the number of square feet in the Rentable Area bears to the total number of square feet contained in the Hangar E entire building rentable area of which the Rentable Area is a part).

5.5 From time to time, the County may conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitutes a part of the Leased Premises, if installed, and Lessee shall pay its Proportionate Share of the cost of such tests to the County within thirty (30) days of receipt of an invoice therefor.

5.6 Subject to the provisions of Section 5.3(b), in the event Lessee fails (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the County to do any maintenance or repair work required to be done under the provisions of this Lease, other than preventive maintenance; or (b) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; or (c) to diligently continue the completion of any repairs, replacement, rebuilding, painting or repainting as required under this Lease; then, the County, through its officers, employees, agents, or third-party contractors, may, at its option, and in addition to any remedies otherwise available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Lease or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the Improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the County by Lessee on demand. Provided, however, if in the opinion of the County, the Lessee’s failure to perform any such maintenance endangers the safety of the public, the employees or property of the County or other tenants at the Airport, and the County so states same in its notice to Lessee, the County may at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the County the cost and expense of such performance on demand. Furthermore, should the County, its officers, employees, agents or third-party contractors undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the County’s sole negligence. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Lease and shall not impose nor be construed to impose upon the County any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

5.7 Lessee agrees to wholly undertake and complete the Improvements in and upon the Leased Premises with a scope of work that includes, at a minimum:

- (a) Removal of existing three layers of roof membrane from roof; the County will coordinate with neighboring tenants and occupants to ensure cooperation with roof work as needed;
- (b) Assessment of any damage to existing deck with repair, as needed;
- (c) Installation of new PVC Kee (or similar and equivalent material), waterproofing and insulation;

- (d) Replacement of roof drains;
- (e) Extension of conduits and roof equipment as necessary by code;
- (f) Flashing of all roof equipment and roof penetrations; and
- (g) Replacement of end-of-life HVAC units to be agreed upon by the County and Lessee.

Lessee and the County acknowledge and agree that the Improvements specified in sections (a) through (g) above, have been completed on or before the Effective Date.

5.8 Plans and specifications for all Improvements, construction, alterations, modifications, additions or replacements undertaken by the Lessee shall be submitted, reviewed and approved through the Airport's Tenant Alteration Application ("TAA") process as set forth on Schedule 5.8 attached hereto (the "TAA Process") prior to commencement of work. Reasonable and actual out of pocket expenses that the County incurs related to its TAA Process shall be reimbursed by the Lessee.

5.8.1. Throughout the TAA Process, Lessee is obligated to comply with all applicable laws, rules and regulations, including Federal, State, the County, and Airport laws, rules and regulations. Such laws, rules and regulations that may commonly apply include, but are not limited to, FAA regulations; Transportation Security Administration ("TSA") regulations; Federal Communications Commission regulations; current NYS building code criteria; Section 131.11 (Powers and Duties of the Department of Public Works and Transportation (DPWT)); Section 712 (County-owned Property, Use of); where applicable, current industry standards for which the Airport is subject to compliance (e.g., National Fire Protection Association (NFPA)); and relevant Airport Manager bulletins.

5.8.2. If Lessee makes any Improvements without the County's approval, where approval is required under the Lease, then, upon notice to do so, Lessee shall remove the same and restore and repair the Leased Premises to the same condition as prior to said improvement being made. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the County may effect the removal or change and Lessee shall pay the cost thereof to the County. The County's approval shall not be required with respect to any cosmetic or decorative Improvements that do not alter the structural integrity of, or alter or otherwise impact other critical infrastructure of, the Leased Premises and the cost of which is less than \$250,000.00.

5.9 Lessee expressly agrees in the making of all Improvements that, except with the written consent of the County, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any Improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and Improvements thereon, and

Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by the County to all persons that no lien attaches to any of such Improvements.

5.10 The ownership interest of all Improvements on the Leased Premises shall be vested in Lessee until Lessee surrenders the Leased Premises to the County upon the termination of the Lease, at which point all Improvements shall immediately vest in the County free and clear of all claims on the part of Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee; provided that during the Lease Term, Lessee shall be the owner of all Improvements for GAAP and federal and state income tax purposes and shall be entitled to all tax benefits in connection therewith. Without limiting the generality of the forgoing, the County acknowledges that Lessee shall be entitled to any and all depreciation deductions with respect to any depreciable property in the Leased Premises pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Leased Premises which constitutes "Section 38 Property" (including, for the avoidance of doubt, all credits under Internal Revenue Code Sections 45, 45Y, 48, or 48E). This vesting of title in the County at the time specified is a part of the consideration for this Lease. The County shall not be liable to Lessee or Lessee's contractors or sublessees for the value of any Improvements constructed or located on the Leased Premises.

5.11 The Lessee shall be responsible for all snow and ice removal on the Apron. Lessee agrees to comply with the Airport Operations' Ground Vehicles and Pedestrian Training requirements for individuals providing snow and ice removal services on the Apron. Lessee shall reimburse the County for its proportionate share of the actual, reasonable, out-of-pocket expenses for snow removal in the Common Use Automobile Parking Area, including the access aisles to/from the Common Use Automobile Parking Area, through monthly invoices. The County shall have the option to require Lessee to perform all snow removal from the Allocated Spaces (and/or, if any, the Temporary Spaces) at the Lessee's expense.

5.12 Notwithstanding the need for permits and additional structural or design approvals, the County hereby grants Lessee the conceptual approval to install solar panels on the roof structure of the Leased Premises subject to the Airport's TAA Process for formal County review.

5.13 Public Safety Equipment. The County, by its officers, agents, representatives and contractors, shall have the right to install, maintain, repair and operate County radio communication antennas and related equipment, the County equipment shelter ("County Equipment Shelter"), and the County generator ("County Generator") within the Leased Premises as described in Schedule "A" and Schedule "B" ("Public Safety Equipment") for public safety and government radio communication purposes.

The County shall have the right to change, modify, replace or add antennas and related equipment on the County antenna masts ("County Antenna Masts") designated in Schedule "B" for public safety and government radio communication purposes.

The installation and use by the County of such antennas and related equipment shall not interfere, physically or electronically, with the Lessee's radio equipment operated through the Lessee's antennas installed on the roof and exterior wall at the time of execution of the Lease. To the extent, as a result of the County's installation and use of the foregoing, there is such interference, the

County and Lessee will cooperate with each other to resolve the interference at the expense of the County.

The County, by its officers, employees, agents, representatives and contractors shall have the right to access the Leased Premises to inspect, maintain, repair or replace the Public Safety Equipment in accordance with Article 16.

The County retains ownership and sole control over the Public Safety Equipment. The Lessee, its invitees, employees, officers and agents shall not touch, use, operate, access, move, modify, repair, or otherwise interfere, physically or electronically, with the County's Public Safety Equipment.

5.14 The County may perform, at its own expense, a condition survey as often as may be desirable to the County. For each such survey, the County shall gain access in the manner prescribed in Article 16. For the removal of confusion or doubt, the County may rely upon such survey(s) in its efforts to enforce this Article 5.

ARTICLE 6. - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a minimum vibration tending to damage any equipment, Structures, or portion of a Structure.

6.2.2 Not to produce at the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the County or the FAA of air navigational, communication or flight equipment at the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from the County concerning the conduct, and demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection. If the County shall so request, the Lessee agrees to supply and require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Airport Manager.

6.4 Reserved.

6.5 Reserved.

6.6 Lessee shall commit no nuisance, waste or injury on or to the Leased Premises, and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protective system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.8 Reserved.

6.9 Lessee shall not overload any floor, Structure, structural member or paved area on the Leased Premises, or paved area elsewhere at the Airport, and shall repair at Lessee's expense any floor, Structure, structural member, or any paved area damaged by overloading by Lessee or any persons acting by, through or under Lessee, all of the foregoing being understood to not limit Lessee's obligations pursuant to Article 5 above.

6.10 Reserved.

6.11 Reserved.

6.12 Reserved.

6.13 Except for the accommodation of its employees, guests and aircraft servicing, the Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food or of any vending machines or device designed to dispense or sell merchandise or services of any kind to the general public.

6.14 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the County of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the County.

6.15 It is the intent of the parties hereto that noise, including but not limited to noise caused by aircraft engine operation, shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by such methods as are practicable, considering the extent and type of the operations of the Lessee. In addition, the Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable considering the extent of the operations of the Lessee but in no event less than those devices required by federal law, state law, local law or County Airport operational policies. In its use of the Leased Premises, the Lessee shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to Structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. In the event the County determines that the Lessee has not curbed the prop or jet blast interference, the Lessee hereby covenants and agrees to erect and maintain at its own expense (but subject to the provisions of Article 5 of this Lease) such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the County as to type, manner and method of construction.

6.16 Lessee acknowledges its obligation to comply with all applicable published noise abatement procedures in effect for the Airport and agrees to actively participate in the Airport's overall noise abatement program as developed by the Airport Noise Abatement Office, including compliance with recommended arrival and departure tracks and profiles, local traffic procedures, use of reverse thrust during nighttime operations and maintenance run-up operations.

6.17 Lessee agrees that all aircraft "maintenance run-up operations" at the Airport shall be conducted in approved locations specified by the Airport Manager. Advance notification of, and approval for maintenance run-up operations must be obtained from the Airport Manager and coordinated with the Airport's Air Traffic Control Tower.

6.18 In addition, the Lessee shall undertake the following program to promote and educate its employees with regard to Voluntary Restraint From Flying ("VRFF") occurrences (as VRFF is further defined in the Rules and Regulations of the Airport (as hereinafter defined)):

(a) Policies related to the VRFF program will be distributed to all aircraft authorized users at least once a year with a cover letter expressing the need to understand the concerns of the local community and the Lessee's responsibility to respect the VRFF program at all times.

(b) Lessee voluntarily agrees not to schedule any departures or landings of flights during the VRFF period (i.e., midnight to 6:00 A.M.), unless due to flight safety considerations, emergency or other good cause.

(c) Lessee will establish and assign a VRFF noise abatement specialist to coordinate with the Airport's Environmental Office to ensure compliance with the VRFF program.

(d) Lessee will annually review its VRFF occurrences for the preceding year and implement a program to reduce the number of annual or monthly occurrences as a commitment to the local community.

(e) Lessee will make every attempt to reduce the number of VRFF occurrences particularly related to the departure of an aircraft within the first half-hour or last half-hour of the VRFF period.

ARTICLE 7.- INGRESS AND EGRESS

7.1 The Lessee shall have the right to ingress and egress between the Leased Premises and the airside public landing areas at the Airport by means of taxiways and restricted vehicle service roads, to be used in common with others having rights of passage thereon, except when such surfaces are closed.

7.2 The use of any such restricted vehicle service road, taxiway or public roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated in accordance with the provisions of Article 10 hereof. The County may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as

such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the County, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to and from the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power.

ARTICLE 8. - INSURANCE, DAMAGE OR DESTRUCTION

8.1 At all times, and commencing upon commencement of the Term, the County shall procure and maintain insurance protection for all risks on the structure of which the Leased Premises are a part (the "Structure") to the extent of 100% of the then replacement cost (as hereinafter defined) of such Structure, reserving the right to increase such coverage as and when the replacement value increases. The term "replacement cost" means the actual replacement cost of such Structure, including roof, foundation, footing and excavation costs. Lessee shall be named as additional insured and loss payee as its interests may appear. Evidence of such insurance shall be provided to Lessee, and Lessee shall be permitted to work directly with the insurance adjusters in the event of a loss. The County shall be responsible for the payment of any applicable deductible. The Lessee agrees that, in addition to all other rents or fees payable hereunder, it will reimburse the County for the Proportionate Share of insurance premium costs applicable to the Leased Premises for the insurance set forth in this Section 8.1 within thirty (30) days after the presentation to Lessee of a bill therefor.

8.2 Upon commencement of the Term, Lessee shall maintain the following insurance naming the County as additional insured (except with respect to Workers' Compensation and Employee Disability Benefits insurance):

8.2.1 "All Risks" property insurance covering loss or damage by explosion of steam boiler, air conditioning equipment, pressure vessels or similar apparatus, and all betterments and improvements now or hereafter installed in the Leased Premises in such limits with respect to any one accident in adequate amounts as reasonably determined by the County, but not less than shall be customarily obtained for premises similarly situated in Westchester County.

8.2.2 Commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, with such limits as may from time to time be customary for similarly suited premises in Westchester County, but as of the date hereof shall be at least a per occurrence limit of One Million (\$1,000,000) Dollars and Five Million (\$5,000,000) for property damage.

8.2.3 Workers' Compensation, employer's liability in the statutory form.

8.2.4 Employee Disability Benefits in an amount customarily provided to employees in Lessee's industry by employers substantially similar to Lessee.

8.2.5. Aviation Premises liability insurance providing for a combined single limit of liability per occurrence of not less than \$10,000,000 to include the following coverages: premises and operations, contractual liability broad form and products liability.

8.2.6 Automobile liability insurance providing for a minimum combined single limit per occurrence of \$5,000,000 and providing coverages for owned, non-owned and hired vehicles.

8.2.7 Excess/Umbrella Liability insurance providing \$5,000,000 per occurrence and in the aggregate. The above commercial general liability and automobile liability limit may be satisfied through a combination of primary and excess/umbrella liability insurance.

8.2.8 Hangar-keepers liability insurance providing for minimum limits of \$10,000,000.

8.2.9 Mobile equipment liability exposure in an amount not less than \$5,000,000.

8.2.10 Cyber Liability with a minimum limit of \$10,000,000 per occurrence and aggregate.

8.3 In the event of damage or destruction to the Structure (but excluding any of Lessee's personal property and installations), other than as a result of the negligence or willful misconduct of Lessee, its affiliates or employees, Lessee shall have no obligation to repair or rebuild the same.

8.4 In the event the Structure is damaged or destroyed by fire or other causes, other than the negligence and willful misconduct of the Lessee, this Lease shall continue in full force and effect and the County shall repair or rebuild the Structure so damaged or destroyed, and unless otherwise reimbursable by insurance hereunder, at the County's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding. Upon the failure of the County to repair or rebuild the Lessee may, as agent of the County, repair or rebuild such damage or destruction at the expense of the County which expense shall be due and payable on demand, including reasonable attorneys' fees. All rent under this Lease shall abate during the period commencing on the occurrence of the casualty until the County restores the Structure as required hereunder. If the Structure shall not have been restored within twelve (12) months from the date of the casualty, subject to extension for force majeure, Lessee shall have the right to terminate this Lease.

8.5 Lessee shall have the option, either alone or in conjunction with any subsidiaries or affiliates of Lessee, to maintain self-insurance and/or provide or maintain any insurance required by this Lease under blanket insurance policies maintained by Lessee, or provide or maintain insurance through such alternative risk management programs as Lessee may provide or participate in from time to time (such types of insurance programs being herein collectively and severally referred to as "self-insurance"), provided the same does not thereby decrease the insurance coverage or limits sets forth in this Article 8. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section 8. If Lessee elects to self-insure, then, with respect to any claims which may result from incidents occurring during the Lease term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive.

8.6 Lessee will confirm annually, on the anniversary date of the Lease with respect to the self-insurance program, by Notice of Election to Self-Insure (NESI) confirming coverage. Lessee's notice will set forth any insurance required hereunder that Lessee is not then self-insuring, if any (it being agreed that with respect to any insurance required hereunder that Lessee is not self-insuring, Lessee shall provide to the County insurance certificates evidencing such coverage). Lessee's right to self-insure and to continue to self-insure is conditioned upon and subject to the condition that such self-insurance cover Lessee's obligations and be evidenced by written confirmation executed by Lessee, addressed to the County.

8.7 Each party hereto hereby releases the other, and its authorized representatives and agents, from any claims for damage or loss to any person, the Leased Premises or the Airport that are caused by, or result from, risks insured under any insurance policies carried by either party hereto and in force, at the time any such damage occurs. Each party hereto shall cause each insurance policy obtained by it to provide, to the extent available, that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage and/or liability covered by said insurance. Neither the County nor Lessee shall be liable to the other under or in connection with the Lease for any punitive, indirect or consequential damages. All amounts which Lessee pays or is required to pay, and all loss or damages resulting from risks for which Lessee has elected to self-insure, shall be subject to any waiver of subrogation provisions of this Lease and shall not limit Lessee's indemnification obligations set forth in this Lease.

8.8 Whenever, in the County's reasonable judgment, good business practice and changing conditions indicate a need for additional insurance coverage, and if similarly situated tenants of comparable premises shall typically carry such insurance coverage, Lessee shall, upon the County's request, promptly obtain such insurance coverage.

8.9 If Tenant is not then self-insuring, all policies or certificates thereof will provide that thirty (30) days prior to cancellation or material change in the policy that reduces the types of coverage or limits of insurance below that required under this Lease, notices of same shall be given to the Director of Risk Management of the County of Westchester for all the above stated insurance policies, subject to the provisions of the last sentence herein. All notices shall name the Lessee and identify this Lease. If Lessee's insurer does not agree to provide such notice, Lessee shall provide the same to the County.

8.10 All policies of the Lessee shall be endorsed to contain the following clauses:

- a) Additionally insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations; provided, however, that the requirement for 'additionally insured' status for the County of Westchester shall not apply to the Lessee's workers' compensation insurance or disability benefits insurance.
- b) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- c) Coverages listed within any potential clause entitled “other insurance provisions” in a policy in which the County is named as an insured, shall not apply to the County.
 - a. With regard to the endorsement set forth in clause (c), for any such “other insurance provision” that does not concern waiver of subrogation: for each policy for which the Lessee does not obtain the endorsement, the Lessee shall be responsible for any liability incurred by the County that the County would not have incurred if Lessee had obtained such endorsement.
 - b. For the removal of confusion or doubt, with regard to the endorsement set forth in clause (c), any such “other insurance provision” that concerns waiver of subrogation shall, in no event, apply to the County.
- d) For each policy for which the Lessee’s insurer agrees to include the following: The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy. For each policy for which the Lessee does not obtain the endorsement, the Lessee shall indemnify the County for costs incurred by the County for the payment of such premiums or assessments.
- e) With the exception of 8.1, any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Lessee.

ARTICLE 9.- LIABILITIES AND INDEMNITIES

9.1 Lessee shall defend, indemnify and hold the County harmless from and against any suits, claims or other causes of action including, but not limited to, defaults or breaches under the Lease, taxes, wage claims, personal injury suits, liens, judgments, violations and any and all other claims, liabilities or damages, indebtedness including reasonable attorneys’ fees, arising out of, pertaining in any manner to, or concerning the Lease or the Leased Premises arising, existing or concerning matters on and after June 1, 2026, other than suits, claims, or causes of action arising from or related to, (i) any hazardous substances or materials located within or emanating from the Leased Premises that are not introduced (or released in violation of the provisions of Article 19 of this Lease) by Lessee, its agents, employees or contractors (collectively “**Lessee Claims**”), or (ii) the Public Safety Equipment, including the County Antenna Masts, except to the extent to which such claims are caused by the acts, negligence, or reckless or willful misconduct of Lessee or any person acting by, through or under Lessee; provided, however, that this limitation shall only apply to damages about which Lessee has notified the County within ten (10) business days after the occurrence of such damages, or with respect to third party claims, Lessee’s actual knowledge of such claims. Should such Lessee Claims arise, Lessee shall have the right to, and shall, at its sole cost and expense, defend, settle or compromise any Lessee Claims. If the Lessee does not respond to Lessee Claims within thirty (30) days after written demand is made by the County with its obligations under this paragraph, the County shall be entitled to so act to protect its rights and interests and Lessee shall pay and be liable to the County for any damages, liabilities and losses, including reasonable attorneys’ fees and expenses, incurred by the County and any monies

expended by the County in addressing the Lessee Claims or to enforce the terms contained in this paragraph. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the County, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or agents. Provided, however, that upon the filing with the County by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the County harmless, the County shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the County. It is specifically agreed, however, that the County at its own cost and expense may participate in the legal defense of any such claim. Any final judgment rendered against the County for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

9.2 Except for the amount, if any, of damage caused by or resulting from the negligence or willful misconduct of Lessee, its officers, directors, employees, agents and contractors, the County shall indemnify and hold harmless Lessee, its officers, directors, employees, agents and contractors from and against any and all liability, damage, claims, demands, costs, judgments, or fees (including, without limitation, reasonable attorneys' fees) arising directly out of the negligence or willful misconduct of the County or third-parties under the direction or control of the County.

9.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the County, its officers, agents, servants and employees, Lessee shall at all times during the term of this Lease obtain and maintain in effect Automobile Liability insurance coverage as set forth in Article 8 hereof. In this connection, Lessee agrees to require its contractors doing work at the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

9.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Lease. The Lessee agrees to save and hold the County, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright by Lessee, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Lease.

9.5 The parties represent and warrant to one another that no broker or consultant, other than, with respect to the County, RM Friedland LLC ("**County Consultant**"), has been retained on its behalf in the negotiation of this Lease and that there is no such broker or consultant who is or may be entitled to be paid a commission or fee in connection therewith. The County shall pay any fee due to the County Consultant pursuant to a separate agreement and shall indemnify Lessee from and against any claims by the County Consultant in connection with the County's failure to make payment to such County Consultant. Each party shall indemnify and save harmless the other of

and from any claim for fee, commission or brokerage made by any such broker or consultant when such claim is based in whole or in part upon any act or omission of the respective other party.

ARTICLE 10. - RULES AND REGULATIONS

10. From time-to-time the County may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport (the "Rules and Regulations of the Airport"). The County agrees that such rules and regulations shall be promulgated and enforced in a reasonable and not unjustly discriminatory manner. Lessee agrees to observe and obey any and all rules and regulations of the Airport and all Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The County reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with any such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of the **Rules and Regulations of the Airport**. If any such rules or regulations adopted after the Effective Date materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, then, without limiting Lessee's ability to exercise such rights as it may have at law or in equity, Lessee shall be entitled to an equitable abatement of rent commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new rules and regulations, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

ARTICLE 11. - SIGNS

11. Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations; provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the County. Any modification or replacement of a sign installed or maintained by Lessee shall be subject to the TAA Process. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the County. Installing or replacing signs are subject to the Airport's TAA Process.

ARTICLE 12. - ASSIGNMENT AND SUBLEASE

12.1 Except as provided in this Article 12, Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge, assign, or sublease this Lease or any part thereof, or any rights or obligations created thereby, without the prior written consent of the County, which consent may be withheld for any reason(s), so long as the County withholding its consent is not arbitrary. In no event shall the County consent to the sale, conveyance, transfer, mortgage, pledge, assignment or sublease of this Lease to a fixed base operator, i.e., a commercial business that provides aviation services at an airport.

12.2 Lessee shall have the right to assign the Lease in its entirety or to sublease all or any portion of the Leased Premises without needing consent of the County to: (a) any entity resulting from a merger or consolidation with Lessee; (b) any entity succeeding to the business and the assets of Lessee; or (c) any successor to Lessee's assets or business by reason of reorganization or action of governmental or regulatory authority (each a "**Permitted Transferee**"); provided that the net worth of any such Permitted Transferee is equal to a minimum of twenty (20) times the then current (i.e., at the time of the applicable assignment or sublease) annual rental obligations under the Lease. A Permitted Transferee shall also mean any entity to which the County consented to the assignment. Additionally, Lessee may assign the Lease or sublease all or any portion of the Leased Premises to or permit all or any portion of the Leased Premises to be used by any Affiliate of Lessee. For purposes hereof, "Affiliate" means any entity that controls, is controlled by, or is under common control with, Lessee. As used in this Lease, the terms "control", "controlled" or "controlling" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity. The ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control.

12.3 In all cases, Lessee agrees to provide the County for review its notice of intent to assign or sublease no fewer than thirty (30) days before expected assignment or sublease execution date and Lessee shall remain obligated to perform all covenants and obligations of Lessee under the Lease notwithstanding the sublease or assignment as a direct surety and not a sub-surety. Notice shall include aircraft fleet / type that will operate out of the Lessee's Leased Premises. The Lessee shall provide to the County whatever reasonable information the County shall request concerning the identity, background, financial responsibility and other qualifications of the entity or entities to whom this Lease or the Leased Premises is proposed to be transferred or assigned. Lessee acknowledges that the County cannot and will not act upon any request for approval of any such proposed transfer or assignment unless and until complete and accurate information is supplied regarding the parties thereto.

12.4 With respect to any assignment or sublease (other than those set forth in clause (a), (b) and (c) in Section 12.2 above), any net profits (after deducting marketing costs, brokerage fees, legal fees and incentives to be given to incoming subtenants or assignees) realized will be split evenly between the County and Lessee.

12.5 The County shall respond to Lessee's request to assign the Lease or sublease any or all of the Leased Premises within thirty (30) days of receipt of Lessee's notice and the provision of all information to the County reasonably requested by the County. Failure of the County to respond within such thirty (30)-day period shall be deemed the County's consent to such assignment or sublease and waiver of the County's recapture right set forth below. The transfer of any of the outstanding capital stock of any corporate tenant shall not be deemed an assignment of the Lease if such transfer shall be, in connection with an initial public offering or otherwise, effected by the sale of such stock through the "over the counter market" or through any recognized stock exchange.

12.6 Notwithstanding anything herein to the contrary, in addition to withholding or granting consent with respect to any proposed assignment of this Lease or proposed sublease of all or a

portion of the Leased Premises, in the event of a proposed assignment of the Lease or sublease for substantially all of the Leased Premises for the entire then remaining term of the Lease, in each case, for which the County's consent is required hereunder, the County shall have the right, to be exercised in writing within thirty (30) days after written notice from Lessee seeking the County's consent to assign this Lease or sublease all or part of the Leased Premises, to terminate the Lease. In such event, the Lease shall terminate as of the date which is the later of, (a) sixty (60) days after the date of the County's election, or (b) the proposed effective date of such assignment or sublease, as if such date were the last day of the Lease Term. For purposes hereof, "substantially all of the Leased Premises" shall mean seventy percent (70%) of the Rentable Area.

12.7 Lessee acknowledges that its assurance of full and faithful performance of these provisions (Article 12) is a special inducement for the County to enter into this Lease. The consummation of a transfer in violation of the provisions of this Article 12, shall constitute a material default hereunder and without limiting any other right or remedy to which the County may be entitled, either at law or hereunder, the County shall be entitled to terminate this Lease in accordance with Article 18 hereof.

12.8 Reserved.

12.9 Any assignment of this Lease approved and ratified by the County shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Lease, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to, the payment of all sums due or to become due by Lessee under the terms hereof.

12.10 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the County to be granted or withheld as set forth in Section 12.5 above, sublet a portion or portions of the Leased Premises to a person, partnership, firm, corporation or other corporate entity engaged in a business that is, in the opinion of the County, compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

12.11 No consent by the County to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the County set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

12.12 No consent by the County to subleasing by the Lessee to a person, partnership, firm, corporation or other corporate entity conducting any business for profit derived from activities at the Airport shall be granted by the County without a duly executed permit agreement between the County and the sublessee.

12.13 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Lease or sublets any portion of the Premises in violation of the foregoing provisions of this Article or if the Premises are occupied by anyone other than the Lessee, in violation of the foregoing provisions of this Article 12, the County may collect from any assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved and no such collection shall be deemed a waiver by

the County of the agreements contained in this Article 12 nor of acceptance by the County of any assignee, claimant or occupant, nor as a release of the Lessee by the County from the further performance by the Lessee of the agreements contained herein.

12.14 Each such sublease shall contain a covenant requiring the sublessee to obtain and maintain in full force and effect for the sublease term, a permit from the County to conduct business at the Airport and shall provide that breach of such covenant shall constitute a material default of the sublease which, if not promptly cured, shall cause a termination of such sublease. In no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

ARTICLE 13. - CONDEMNATION

13.1 In the event that the Leased Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease, any award which shall be made as a result of such condemnation or taking shall be paid to the County, it being understood that title to all real property and all Improvements thereon remains fully vested in the County free and clear of any liens or encumbrances; provided, however, that the Lessee, consistent with its rights under applicable law, may appear in any such condemnation proceeding and present its claims for damages to any Improvements erected by Lessee hereunder, if any, arising from such condemnation.

13.2 Rentals and additional rental for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Lease and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion by giving the County thirty (30) days' prior written notice of such termination.

ARTICLE 14. - NON-DISCRIMINATION

14.1 The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, 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.

14.2 The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that the

Lessee shall use the Leased 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, 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.

14.3 In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing more than thirty (30) days after notice by the County to cease and desist, will constitute a material breach of this Lease and will entitle the County, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

14.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the County a right to take such action as the United States or any authorized agency thereof may direct to enforce such covenant.

14.5 The Lessee shall indemnify and hold harmless the County from any claims and demands of third persons including the United States of America resulting from the Lessee's non-compliance with any of the provisions of this Article 14 and the Lessee shall reimburse the County for any loss or expense incurred by reason of such non-compliance.

14.6 The Lessee further assures that it will comply with 14 CFR Part 152, Subpart E, on affirmative action programs to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The 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 this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs as required and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

14.7 The Lessee further assures that it will comply with 49 CFR Part 21 as it applies to Title VI. In all its activities performed pursuant to Article 3, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the permitted transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the Leased Premises is owned, used or possessed by the Lessee and the County remains obligated to the FAA.

ARTICLE 15. - GOVERNMENTAL REQUIREMENTS

15.1 The Lessee shall procure, and shall promptly provide to the County upon request, all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes adherence to the Airport Rules and Regulations promulgated in accordance with the provisions of Article 10 hereof. Lessee shall also adhere to the Airport's Noise Abatement Program, including but not limited to, the Voluntary Restraint from Flying ("VRRF") program.

15.2 The Lessee shall pay, as additional rental, all taxes or payments in lieu of taxes, license, certification, permit and examination fees and excise which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith. Nothing in this Lease contained shall require Lessee to pay any franchise, corporate, estate, inheritance, succession, capital, levy, transfer, federal income, or revenue tax of the County in connection with its tenancy.

15.2.1 Without limiting the generality of Section 15.2 above, the Lessee shall pay to the appropriate tax collection agency when due and payable, without deduction or setoff, all real estate taxes, general and special assessments, water rents, rates and charges, sewer rents and all other governmental impositions and charges of every kind and nature, extraordinary and ordinary and any taxes in lieu of the foregoing (hereinafter collectively referred to as "Real Estate Taxes") levied, imposed or assessed by any local taxing authority during the Lease Term of or any part thereof upon the land, buildings and other Improvements constituting the Leased Premises. Lessee shall, in addition to the foregoing, pay any new tax of a nature not presently in effect but which may be hereafter levied, assessed or imposed upon the County or the Leased Premises, if such tax shall be based on or arise out of the ownership, use or operation of the Leased Premises. For the purpose of computing the Lessee's liability for such new type of tax, the Leased Premises shall be deemed the only property of the County.

15.3 Lessee shall have the right, at its own cost and expense, but on prior notice and consent of the County, to institute an action which the County as owner of the Leased Premises could institute pursuant to Article 7 of the Real Property Tax Law or otherwise to obtain judicial review of the assessment of the Leased Premises. If any Real Estate Taxes as may be assessed against the Leased Premises are reduced as a result of such action, the Lessee shall be entitled to the full benefit thereof, including any refund payable to Lessee resulting therefrom. Lessee hereby waives any right otherwise available to it to seek a judicial determination with respect to the non-exempt taxable status of the Leased Premises.

15.4 This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, FAA, TSA, CBP, or the State of New York, and shall comply with all FAA grant assurance obligations as set forth on Schedule 18.3 attached hereto. With regard to such agreements executed by the County after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if any such new agreement(s) materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent,

commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of each such new agreement, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

15.4.1 Lessee shall comply with all written instructions of the County in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the County and in compliance with Customs and Border Protection ("CBP") regulations (<https://www.aphis.usda.gov/regulated-garbage>) where applicable. Lessee shall be responsible for removal from the Airport or otherwise disposing of in a manner approved by the County and in compliance with CBP regulations (where applicable), all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Leased Premises or out of its operations, inclusive of CBP-regulated waste. Lessee shall dispose of its sewage through the County's system. Lessee shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles, suitably screened from public view, for all garbage, trash and other refuse created on or arising in connection with the activities conducted on the Leased Premises. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of the County. Lessee shall use extreme care when effecting removal of all such waste to prevent littering in or upon the Airport premises.

15.4.2 Lessee shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, rules, regulations, orders, and directives, including, without limitation, all requirements of the Department of Homeland Security (DHS), inclusive of the Transportation Security Administration (TSA) any other governmental authority having legal jurisdiction over the Airport or the Premises. Lessee shall comply with the Airport Security Program (ASP), minimum standards, policies, procedures, and security requirements now in effect or hereafter adopted. With regard to such laws, rules, regulations, orders, and directives established after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if such new laws, rules, regulations, orders, and directives materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new laws, rules, regulations, orders, and directives, to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

Lessee shall not engage in any act or omission that would cause the Airport to be in violation of any security compliance requirement (it being agreed that Lessee's use of the Leased Premises for the uses permitted under this Lease shall not, in and of itself, be deemed to cause such violation) and shall ensure that its employees, agents, contractors, invitees, and guests comply with all access

control, identification, escort, and restricted-area requirements. Lessee's failure to comply with this provision shall constitute a material breach of this Lease and may result in suspension of access privileges by those violating individual(s) up to or including all individuals, as permitted by law.

15.5 The Lessee shall comply with the provisions of the Fair Labor Standards Act - 29 CFR Part 201 ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance with the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15.6 The Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 - 29 CFR Part 1910 ("OSHA") with the same force and effect as if given in full text. The Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of OSHA. The Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15.7 Lessee's occupancy shall comply with all health and safety laws and regulations and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and its operations at the Airport hereunder.

15.8 In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Leased Premises or the operations of the Lessee under this Lease, the Lessee agrees that it shall conduct all its operations under this Lease and shall operate, use and maintain the Leased Premises in such manner that demonstrates its efforts in endeavoring to cause a minimum of air pollution or any other type of pollution and a minimum of noise emanating from arising out of or resulting from the operation, use or maintenance of the Leased Premises by the Lessee and from the operations of the Lessee under this Lease.

15.8.1 The County hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, and the Lessee agrees, to design and construct at its sole cost and expense, subject to the provisions of Article 5 of this Lease, such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objective as set forth in the first sentence of Section 15.7. All locations, the manner, type and method of construction and the size of any of the foregoing shall comply with applicable laws and regulations.

15.8.2 The Lessee shall submit for County approval a construction application together with its plans and specifications covering the required work or any other work and upon receiving such approval shall proceed diligently to construct the same.

ARTICLE 16.- RIGHTS OF ENTRY RESERVED

16.1 The County, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, upon reasonable notice to Lessee except in cases of emergency, to enter upon the Leased Premises for any and all purposes, provided, such action by the County, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises. The County shall not be required to provide any notice to the Lessee to access the County generator and the County equipment shelter.

16.2 Without limiting the generality of the foregoing, the County, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other Services shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times, upon reasonable notice except in cases of emergency, to make such repairs, replacements or alterations thereto, as may, in the opinion of the County, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such right of access, repair, alteration or new construction, the County shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the County shall not impose or be construed to impose upon the County any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

16.3 In the event that any personal property of Lessee shall obstruct the access of the County, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the County or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the County or said utility company to do so, except for aircraft (including helicopters), the County or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the County's sole negligence.

16.4 Exercise of any or all of the foregoing rights, by the County, or others under right of the County, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement or rental nor any claim or demand for damages consequential or otherwise.

ARTICLE 17. - ADDITIONAL RENTS AND CHARGES

17.1 In the event Lessee fails within forty-five (45) days after receipt of written notice from the County to perform or commence to perform any obligation required herein to be performed by Lessee, and any subsequent applicable notice and cure period, the County may enter the Leased

Premises (without such entering causing or constituting a cancellation of this Lease or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, including reasonable attorney fees, and Lessee agrees to pay to the County upon demand such charge in addition to any other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform such obligation endangers the safety of the public or employees or property of the County, or other tenants of the Airport, and the County so states in its notice to Lessee, the County may perform such obligation of Lessee at any time after the giving of such notice, and charge to Lessee the reasonable cost and expense, including reasonable attorney fees, thereof which Lessee shall pay upon demand.

17.2 If the County, after any applicable notice and cure period required in the Lease and the expiration thereof, elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the County as the result of such failure, neglect or refusal or Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages, penalties and reasonable attorney's fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the County in the same manner and with like remedies as if it were originally a part of the rent provided for in this Lease.

17.3 Lessee shall pay, as additional rent, its Proportionate Share of the County's actual and reasonable out-of-pocket costs incurred to comply with any federal, state or locally mandated security measures applicable to the Airport as a whole (as opposed to any tenant or occupant specifically or to the County). Upon request, the County shall provide to Lessee supporting documentation of such charges.

ARTICLE 18. - TERMINATION BY COUNTY

18.1 In the event that the Lessee shall default in the payment of rental, additional rental or any other charges required by this Lease to be paid to the County, and such default shall continue for a period of ten (10) days after notice from the County, the County may terminate this Lease and all rights and privileges granted hereby to the Lessee in and to the Leased Premises on forty-five (45) days prior notice to Lessee. If Lessee shall fail to cure its default by payment of the delinquent amount in full within such forty-five (45) day period, this Lease and all rights and privileges granted hereby in and to the Leased Premises shall terminate.

18.1.1 At any time following a default in the payment of rental, additional rental or any other charges by Lessee which has been cured pursuant to Section 18.1 above, the County may demand and Lessee shall deliver to the County within five (5) days after demand a current annual report of Lessee to present fairly Lessee's financial condition. If Lessee shall fail to deliver its current annual report in accordance with this Section 18.1.1, Lessee shall conclusively be deemed in material default of this Section 18.1.1 of its obligations hereunder.

18.2 This Lease together with all rights and privileges granted in and to the Leased Premises shall terminate if not cured within forty-five (45) days written notice of such default by the County to Lessee, upon the happening of any one or more of the following events:

18.2.1 If Lessee shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or the Lessee shall commence any case, proceeding or action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or the Lessee shall take any corporate action to authorize or in contemplation of any of the actions set forth in this Section 18.2.1.

18.2.2. If Lessee shall abandon the conduct of its authorized Airport business at the Airport. In this connection suspension of operations for a period of ninety (90) consecutive days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the County.

18.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee (other than a default which can be cured by the payment of money pursuant to Section 18.1 above), or any act that jeopardizes the County's compliance with FAA Grant Assurances per Schedule 18.3 hereof, and the failure of Lessee to remedy such default after notice thereof from the County to Lessee as set forth in Section 18.1 above and the expiration of thirty (30) days after the giving of such notice by the County, the County shall have the right to cancel this Lease for such cause; provided, however, that if such default by its nature or under the circumstances is not susceptible of cure within such period, same shall be extended provided Lessee commences to cure within such thirty (30) day period and diligently prosecutes such cure. Notwithstanding the foregoing, in the event the Lessee assigns or subleases the Leased Premises in violation of Article 12 of this Lease there shall be no additional cure period provided to Lessee.

18.4 Upon the default by Lessee, and the giving of notice by the County to cancel this Lease as provided for herein, said notice of cancellation shall become final in accordance with its terms; provided, however, that should the County determine after the cure period specified herein that Lessee is diligently remedying such default to completion, as determined by the County in its sole and absolute discretion, and so advise Lessee in writing, said notice of cancellation shall be held in abeyance. If, however, the County determines that such default is no longer being diligently remedied to conclusion, as determined in the County's sole and absolute discretion, the County shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the County in this regard shall in all events be conclusive and binding upon Lessee.

18.5 Upon the cancellation or termination of this Lease pursuant to this Lease, all rights of Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Lease pursuant to this Lease, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided

elsewhere herein, shall be free and clear of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others and the County shall have immediate right of possession to the Leased Premises.

18.6 Failure of the County to take any authorized action upon default by Lessee of any of the terms covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the County from Lessee, or performance by the County under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the County to cancel this Lease.

18.7 Reserved.

ARTICLE 19. – ENVIRONMENTAL MANAGEMENT SYSTEMS REQUIREMENTS

19.1 Lessee understands and acknowledges the following: (a) the Airport has been subject to commercial and industrial uses since at least 1940 and is currently enrolled in the New York State Brownfield Cleanup Program (“BCP”) pursuant to the Brownfield Site Cleanup Agreement, Index No. C360174-07-21, dated August 10, 2021, by and between the Westchester County Airport and the New York State Department of Environmental Conservation (“DEC”), as may be amended or supplemented from time to time (the “BCA”); and, (b) in accord with the BCP and the BCA, an Interim Site Management Plan (the “ISMP”) for the Airport, was prepared for the County by Terracon Consultants-NY, Inc. (the “Consultant”) dated June 13, 2025 and acknowledged by DEC by letter dated June 25, 2025. Lessee acknowledges and recognizes the prior and current use of the Airport, that any repairs, replacements or other actions taken by Lessee at or to the Leased Premises may encounter pre-existing contamination that may require special handling, health-safety, and/or disposal methods and all actions shall be subject to the BCA and ISMP.

19.2 Lessee will participate in and comply with the requirements of the Airport’s Environmental Management System (AEMS), Airport Carbon Accreditation (ACA) (pending), ISO 14001 certification, the BCA and ISMP, as may be amended or supplemented from time to time, to the extent applicable to Lessee’s operations, through the Initial Term, the Initial Renewal Term and the Additional Renewal Term of this Lease. Lessee shall not be responsible for remediating or disposing of any hazardous substances or materials located within or emanating from the Leased Premises other than those introduced by Lessee, its agents, employees or contractors; provided, however, that Lessee, upon obtaining actual or constructive knowledge of such substances or materials at the Leased Premises, shall implement such ordinary mitigation measures as a reasonably prudent person or entity in like circumstances would implement; and provided that Lessee shall not perform any repairs or replacements or take other actions at the Leased Premises if the performance of such repair, replacement, or other action may disturb or release hazardous materials and/or is not in accord with the BCA, the ISMP, and the Work Plan (defined below). The parties will mutually cooperate to effectuate a repair (which may be temporary), replacement, or other action to make the Leased Premises usable for Lessee’s operations in a manner that avoids or otherwise minimizes the potential disturbance of any hazardous materials.

If any Apron Improvements are necessary (in Lessee's reasonable discretion) the same shall require a work plan for Hangar E Apron Improvements in accord with the BCA and ISMP (the "**Work Plan**"). The County shall use good faith efforts with the advice and consent of the Consultant to obtain DEC approval of the Work Plan (the "**Approved Work Plan**"). The Lessee shall pay all costs and expenses incidental and directly related to the preparation, submission and approval of the Work Plan and shall perform such work as set forth in the Approved Work Plan, at Lessee's cost and expense and with the oversight, advice and consent of the Consultant. To the extent that the removal from the site of Excess Environmental Media (defined below) disturbed or generated during Lessee's Apron Improvements results in costs and expenses in addition to what would otherwise be incurred but for the presence of Excess Environmental Media, the County will reimburse Lessee for one-hundred percent (100%) of the incremental removal, transportation, disposal, and treatment costs above what the Lessee would have otherwise been required to pay if the removed/disposed media were suitable for Unrestricted or Beneficial Reuse as set forth in DER-10/Technical Guidance for Site Investigation and Remediation and 6 NYCRR Sec. 360.12 (the "**Work Plan Reimbursement Amount**"). Such reimbursements (which may be in progress payments, offset against Base Rent, or one lump sum at the County's election) hereunder shall be made by the County to Lessee within ninety (90) days following Lessee's delivery of an invoice therefor, with sufficient backup documentation of the Work Plan Reimbursement Amount (each such date, a "**Payment Due Date**"). If the County elects not to pay the Work Reimbursement Amount in one lump sum, or as progress payments but instead elects to pay the Work Reimbursement Amount as a deduction against the monthly Base Rent due by Lessee, such deduction shall not exceed 50% of the Base Rent next due and payable, and shall be made until the Work Reimbursement Amount is paid in full. The obligations set forth herein shall survive the expiration or sooner termination of this Lease. For purposes of this Article, Excess Environmental Media shall mean the contaminated soil, water and sediment that exceed NYSDEC's Standards, Criteria and Guidance (SCG) levels and that are excavated or collected for off-site treatment or disposal.

19.3 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 19.3 shall mean the amount generated and/or utilized by Lessee during any normal workday.

ARTICLE 20. – RESTORATION AT END OF TERM, SURRENDER AND RIGHT OF RE-ENTRY

20.1 Upon the cancellation or termination of this Lease pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the County in its then-as-is condition, broom clean, removing only all files, documents and similar personal property of the Lessee. Lessee shall repair all damage caused by such removal. The aforementioned notwithstanding, the County reserves the right, to be exercised no later than four (4) months prior to the end of the Lease Term, to require the Lessee to remove the solar panels and ancillary equipment and connections at the end of the Lease Term, if any, and the roof to be restored to a condition as if the solar panels had not been added to the roof. Lessee shall have no obligation to remove or restore Improvements. Upon such cancellation or termination, the County may re-enter and repossess the Leased Premises together with all Improvements and additions thereto, or pursue any remedy

permitted by law for the enforcement of any of the provisions of this Lease, at the County's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the County current lease rentals), or during the term of this Lease, if Lessee is not in default in rentals or any other charges or obligations due the County, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided (i) the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and (ii) Lessee repairs all damages that might be occasioned by such removal, and restores the Leased Premises to the condition above required.

ARTICLE 21. - SERVICES TO LESSEE

21.1 Exclusive of the Apron, which is Lessee's obligation, the County agrees to use its best efforts to maintain the runways and taxiways in a state of good repair, inclusive of snow and ice removal. The Lessee understands and acknowledges that there may be occasion when access to the Leased Premises is temporarily unavailable for maintenance, repairs and/or snow removal of adjacent areas.

21.2 The County covenants and agrees that during the term of this Lease it will operate the Airport as such for the use and benefit of the public; provided, however, that the County may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The County agrees to perform all maintenance, repairs and alterations in such a manner as to minimize interference with Lessee's operations in the Leased Premises. Prior to performing any voluntary alterations and non-emergency repairs, the County shall inform and to the extent possible, consult with Lessee, with respect to the timing of voluntary alterations and non-emergency repairs. The County further agrees to use its best efforts to maintain the runways and taxiways in good repair including the removal of snow. The County agrees to use its best efforts to keep in good repair hard-surfaced public roads for access to the Leased Premises. The County also agrees to use its best efforts to maintain its water and sanitary sewer and storm facilities in areas designated for utilities or easements adjacent to or under the Leased Premises.

21.2.1 If Lessee is unable to use or access the Rentable Area that is critical to its ability to operate for aviation flight services purposes or provide direct flight support due to the County's failure to provide services or perform repairs as required under the Lease or the County's performance of any repairs or alterations and such failure continues for thirty (30) days following notice from Lessee, provided that the County is unable to temporarily accommodate such aviation flight services or direct flight support elsewhere at the Airport in a manner reasonably acceptable to Lessee, Lessee shall be entitled to an abatement of Base Rent and recurring additional rent on an equitable basis until Lessee is able to utilize (and access) its Rentable Area for aviation flight services and direct flight support business needs. The County shall have the right to inspect the Rentable Area (which it shall exercise within five (5) business days following Lessee's notice or such right shall be deemed waived) and Lessee must show proof it cannot operate (in full or material part) in its Rentable Area or re-accommodated area (which may be due to lack of access thereto) in order for rent abatement provision to be applicable.

21.3 Lessee will contract with and obtain all required permits from the appropriate the County departments for any utility services provided by the County with respect to the Leased Premises used exclusively by Lessee, paying any required connection fees, including those to be paid by owners and all such services will be provided at rates and on terms and conditions established by the County for similar users in the County.

21.4 Lessee will also contract with and obtain utilities from furnishers with the jurisdiction to provide such utilities and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and Fire Protection Services furnished to the Leased Premises used exclusively by Lessee (whether direct to the applicable utility provider or to the County as part of operating costs, as applicable), it being agreed that the County shall provide, or cause to be provided, necessary utilities to (i) the common areas of the airport utilized by Lessee and (ii) the point of connection to the portion thereof exclusively serving the Leased Premises. The County shall bill the Lessee for reimbursement of any utilities the County pays for the Leased Premises (without duplication of any utilities that Lessee obtains in its own name), it being agreed that with respect to the portions of the Leased Premises that are not utilized exclusively by Lessee, Lessee shall only be obligated to pay its Proportionate Share.

ARTICLE 22. - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

22.1 In the event that the Lease shall have been terminated in accordance with a notice of termination as provided in Article 18 hereof, all the obligations of the Lessee under this Lease shall survive such termination, re-entry, retaining or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amount or amounts of damages or deficiency (excluding consequential damages) shall become due and payable to the County to the same extent, at the same time or times, and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. The County may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount for the entire unexpired term of this Lease.

22.2 The amount of damages for the period of time subsequent to termination (or reentry, regaining or resumption of possession) on account of Lessee's rental obligations, shall be the sum of the following:

22.2.1 The amount of the total of all installments of rents, less the installments thereof paid or payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Lease remains in effect on the basis of the total days in the month.

22.2.2 An amount equal to all expenses incurred by the County in connection with Lessee's default under the lease, regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees and court costs), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 23. - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

23.1 The County, upon termination or cancellation pursuant to Article 18 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of only part of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Lease.

23.2 The County shall also, upon said termination or cancellation, or upon said re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Lease, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

23.3 In the event either of use by others or of any actual use and occupancy by the County, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any Lessee, licensee, permittee or other occupant in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Lease, or from the market value of the occupancy of such portion of the Leased Premises as the County may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the County in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the County hereunder. The County will use its commercially reasonable efforts to minimize damages to Lessee under this Article 23.

ARTICLE 24. - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

24. Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Lease and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Lease, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25. - NOTICES

25. All notices, consents and approvals required or desired to be given by the parties hereto shall be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized overnight courier service or by First Class United States Mail, certified, return receipt requested, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner
Department of Public Works and Transportation
Michaelian Office Building, 5th Floor
148 Martine Ave
White Plains, New York 10601

with copies to:

Airport Manager
Westchester County Airport
240 Airport Road, Suite 202
White Plains, New York 10604

and

County Attorney
Michaelian Office Building, 6th Floor
148 Martine Avenue
White Plains, New York 10601

To Lessee:

Citibank, N.A.
c/o Real Estate Services
388 Greenwich Street, 18th Floor
New York, New York 10013
Attention: Director of Real Estate
Re: "Westchester Aviation Hangar Real Estate Notice"

with a copy to:

Citigroup Aviation
Citigroup Inc.
79 Tower Road Hangar E2
West Harrison, New York 10604
Attention: Director of Operations (Real Estate)
Re: "Westchester Aviation Hangar Real Estate Notice"

with a courtesy copy, which is shall not be necessary for the satisfaction of the notice requirements hereunder, to:

Email: NAMLeaseAdmin@citi.com
Re: "Westchester Aviation Hangar Real Estate Notice"

Copies of any notice commencing or relating to any default by, or action, suit or proceeding against, Lessee arising under this Lease shall reference this Lease, the specific provisions under which default is alleged and shall also be sent to the following address:

Citigroup Inc.
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: Associate General Counsel-Real Estate
Re: "Westchester Aviation Hangar Real Estate Notice"

and

Hogan Lovells US LLP
390 Madison Avenue
New York, New York 10017
Attention: Trevor T. Adler, Esq.

ARTICLE 26. - HOLDING OVER

26.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever but Lessee will by such holding over become a tenant-at-will of the County and after written notice by the County to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

26.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of files, documents and similar personal property of Lessee, without the written consent of the County, shall make Lessee liable to the County for damages equal to one hundred fifty percent (150%) of the then-applicable Base Rent which was in effect at the termination of the Lease.

26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees, occupy the Leased Premises or any part thereof.

ARTICLE 27. - RESERVED

27. Reserved.

ARTICLE 28. - INVALID PROVISIONS

28. The invalidity of any provisions, articles, paragraphs, sections, subsections, portions, or clauses of this Lease shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement.

ARTICLE 29. - MISCELLANEOUS PROVISIONS

29.1. Remedies to be Non-Exclusive. All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the County, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities, shall not prevent the exercise of any other remedy.

29.2. Non-Waiver of Rights. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

29.3. Force Majeure. Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any term of this Lease when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing party shall notify the other party of such force majeure within ten (10) days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform.

This Force Majeure clause shall not excuse a party from performance or excuse any liability under the Lease to the extent that its performance is, was or would have been so suspended, delayed or interrupted by another cause for which the party is responsible. Notwithstanding, this section shall not excuse Lessee from paying the rentals herein specified.

29.4. Non-liability of Individuals. No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or of any supplement, modification or amendment to this Lease because of any breach thereof, or because of his or their execution or attempted execution of the same.

29.5. Quiet Enjoyment. Provided that no event of default of Lessee beyond any notice, cure or grace period has occurred and is continuing, and this Lease is in full force and effect, the County covenants and agrees that Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or molestation by or from anyone claiming by, through or under the County.

29.6. Limited Use. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease.

29.7. Choice of Law and Choice of Venue. This Lease shall be construed in accordance with the Laws of the State of New York. In addition, the parties hereby agree that any cause of action arising of this Agreement shall be brought in the County of Westchester.

29.8. Benefit. This Lease is made for the sole and exclusive benefit of the County and Lessee, their successors and assigns, and is not made for the benefit of any third-party.

29.9. Ambiguity. In the event of any ambiguity in any of the terms of this Lease, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29.10. Binding Effect. All covenants, stipulations and agreements in this Lease shall extend to and bind each party hereto, its legal representatives, successors and assigns.

29.11. Effectiveness. This Lease shall not become effective until same has been fully and properly executed and delivered by both parties hereto, subject to the County's receipt of all necessary legal approvals, which have all now been received.

29.12. Title. The titles of the several articles of this Lease are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction hereof.

29.13. No Partnership. Nothing herein contained shall create or be construed as creating a co-partnership between the County and the Lessee or to constitute the Lessee an agent of the County. The County and the Lessee each expressly disclaim the existence of such a relationship between them.

29.14. Living Wage Law.

(a) This Lease is subject to the Westchester County Living Wage Incentive as set forth in Article III of Chapter 233 of the Laws of Westchester County ("Article III"). Article III requires that all covered Employers shall provide payment of the Living Wage Incentive as set forth in §233.402 of the Laws of Westchester County.

(b) Pursuant to the provisions of Article III, the County shall have the authority, under the appropriate circumstances, to terminate this Lease and seek other remedies as set forth therein, for violations of this Article.

(c) The Lessee agrees to uphold the Worker Retention Policy for Certain Covered Employees as set forth in §233.403, where such provision is applicable. The Lessee agrees to require any subcontractor or other employer that will provide Home Care Services or Building Services in connection with this Lease, to pay the Living Wage Incentive Rate and

comply with all other requirements of Article III, including the Worker Retention Policy for Certain Covered Employees, where such provision is applicable. A copy of Article III has been provided to the Lessee.

29.15 County and Airport Manager Determinations and Consents. Except as otherwise set forth herein and for the avoidance of doubt, all calculations, determinations and similar actions by the County, the Airport, the Airport Manager or any of their employees, agents or other representatives in connection with this Lease shall be the sole and absolute discretion of the County, the Airport, and/or the Airport Manager, as the case may be.

29.16 Estoppel Certificate. The County and Lessee each agree at any time and from time to time upon not less than thirty (30) business days' prior written notice by the other party, to execute, acknowledge and deliver to such other party or any other party specified by such other party a statement in writing certifying the following: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications); (ii) the date to which each obligation constituting fees and additional rent has been paid; and (iii) whether or not to the actual knowledge of the certifying party, there are any continuing defaults or events which with the giving of notice or the passage of time or both would constitute a default or event of default hereunder. Under no circumstances shall either party be required to execute and deliver to, or on account of, the other party more than two (2) estoppel certificates in any given Lease year.

29.17 Attorney Fees. Each party in all cases is responsible for its own attorneys' fees, except as otherwise explicitly provided herein.

29.18 Exculpation. This Lease is made on behalf of the County and the Lessee by an officer, director or manager of each, not individually, but solely in their capacity in such office as authorized by the officers, managers or directors of each, pursuant to their respective charters, statutes or bylaws. The obligations of this Lease are not binding upon, nor shall resort be had to the private property of any of the officers, managers, directors, shareholders, members, agents and employees of the County or Lessee and their parents, subsidiaries and affiliated companies, as applicable. The County agrees to look solely to Lessee and its assets, and the Lessee agrees to look solely to the County and its assets, for the satisfaction of any liability or obligation arising under this Lease or for the performance of any covenants, warranties or other agreements contained in this Lease. The provisions of this Section 29.18 shall survive the expiration or sooner termination of this Lease.

29.19 OFAC Representations.

(a) The County represents and warrants to Lessee that (i) the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") has not listed the County or any of its affiliates, or any person that controls, is controlled by, or is under common control with such party, or any principal, director, officer or employee of any of the foregoing (individually and collectively, a "County Party") on OFAC's list of Specially Designated Nations and Blocked Persons and/or on any other similar list maintained by OFAC pursuant to any authorizing statute,

executive order or regulation; (ii) the County is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, group, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by OFAC; and (iii) neither the County nor any County Party is subject to any sanctions administered by the United States, including those administered by OFAC and provisions under the Comprehensive Iran Accountability and Divestment Act, the United Nations or the European Union (collectively, “**Sanctions Regulations**”). The County covenants that throughout the term of the Lease, the County shall have in place adequate policies and procedures that are reasonably designed to ensure the foregoing representations and warranties remain true and correct at all times.

(b) Lessee represents and warrants to the County that (i) OFAC has not listed Lessee or any of its affiliates, or any person that controls, is controlled by, or is under common control with such party (individually and collectively, a “**Lessee Party**”) on OFAC’s list of Specially Designated Nations and Blocked Persons and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation; and (ii) Lessee is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, group, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by OFAC. Lessee covenants that throughout the term of this Lease Lessee shall have in place adequate policies and procedures that are reasonably designed to ensure the foregoing representations and warranties remain true and correct at all times.

29.20 Reserved

29.21 Resolution Event Provisions.

29.21.1 For purposes of this Lease, the following terms shall have the following meanings:

“**Citi Tenant**” shall mean any tenant under this Lease from time to time that is either (i) the Named Tenant or (ii) an Affiliate of the Named Tenant.

“**Named Tenant**” shall mean Citigroup Inc., a Delaware corporation.

“**Special Resolution Event**” shall mean any of the following events affecting a Citi Tenant: (i) a bail-in or exercise of other resolution powers, including transfer to a private purchaser, bridge institution or asset management vehicle, or other compromise of the claims of the creditors of a Citi Tenant; (ii) the appointment of the Federal Deposit Insurance Corporation as receiver of such entity or such equivalent measures or occurrences in other applicable jurisdictions; (iii) the invocation of the Orderly Liquidation Authority by the Secretary of the United States Department of the Treasury or such equivalent measures or occurrences in other applicable jurisdictions; or (iv) a bankruptcy or insolvency or reorganization or appointment of a receiver or a trustee, a filing or order or an administration order imposed or permitted by a governmental authority or such equivalent measures or occurrences in other applicable jurisdictions; each of the above pursuant to or permitted by the Dodd-Frank Wall Street Reform and Consumer Protection Act or equivalent

bank, holding company or investment firm bankruptcy or resolution legislation applicable to a Citi Tenant.

“Special Resolution Recipient” shall mean (i) any person which is a successor to a Citi Tenant in conjunction with a Special Resolution Event by merger, consolidation, reorganization or action of a governmental or regulatory authority; (ii) any purchaser of all or a substantial part of the assets or a majority of the stock or a majority interest in the distributions of profits and losses of a Citi Tenant in conjunction with a Special Resolution Event; or (iii) any purchaser of all or a substantial part of a business of a Citi Tenant in conjunction with a Special Resolution Event.

“person” shall mean any natural person or persons, a partnership, a corporation, joint venture, estate, trust, unincorporated associated or any other form of business or legal association or entity or a branch of an entity or any federal, state, county or municipal government or any bureau, department or agency thereof.

29.21.2 In the event a Special Resolution Event shall trigger a right by the County to terminate this Lease or re-enter or repossess the Leased Premises pursuant to this Lease or any applicable law (hereinafter called the **“County Termination Right”**), then notwithstanding any such County Termination Right and notwithstanding anything to the contrary contained in this Lease, Citi Tenant shall have the right to (i) toll the County Termination Right for six (6) calendar months after the occurrence of the Special Resolution Event (hereinafter called the **“Termination Tolling Period”**) and (ii) continue to remain in possession of the Leased Premises during the Termination Tolling Period in accordance with this Lease provided and on condition that (A) Lessee shall give the County notice (hereinafter called a **“Termination Tolling Notice”**) of its election to toll the County Termination Right not later than fifteen (15) days after the Special Resolution Event, (B) simultaneously with the delivery of the Termination Tolling Notice, Lessee shall pay to the County or deposit into an escrow account designated by the County, at the County’s election, an amount equal to six (6) times the total monthly amount of the then-applicable Base Rent and recurring additional rent representing Lessee’s Proportionate Share payable under this Lease immediately prior to the delivery of the Termination Tolling Notice, which payment shall constitute the prepayment of Base Rent and recurring additional rent for the entire Termination Tolling Period and be applied by the County to the applicable rent obligations of Lessee during the Termination Tolling Period as the same come due, (C) Lessee shall not otherwise be in default, beyond any applicable notice and cure period, of any other term or condition of this Lease not related to the solvency of Lessee or compliance with any financial covenants or conditions under this Lease either as of the time of the giving of the Termination Tolling Notice or at any time during the Termination Tolling Period (provided, however, that the foregoing condition may be waived by the County, in its sole discretion, at any time) and (D) during the Termination Tolling Period, Lessee shall continue to comply with all other terms and conditions of this Lease. Any Base Rent and recurring additional rent prepaid pursuant to clause (B) above shall be prorated in the event of a termination of this Lease prior to expiration of the Termination Tolling Period. Notwithstanding the foregoing, the County does not waive any other unrelated rights against Lessee by reason of this Section 29.21.

29.21.3 (a) Notwithstanding anything to the contrary in this Lease and in addition to (and not in substitution of) Lessee's other assignment rights in this Lease, a Citi Tenant shall be permitted, without the need to obtain the County's consent or approval, to assign Lessee's interest in this Lease to a Special Resolution Recipient.

(b) The County hereby waives any right to recapture any portion of the Leased Premises or to terminate this Lease in connection with any assignment to a Special Resolution Recipient pursuant to this Section 29.21.

ARTICLE 30. - SUBORDINATION CLAUSES; OTHER AGREEMENTS

30.1 The parties agree as follows:

30.1.1 The County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, (i) Lessee's use of or access to the Leased Premises is not adversely affected, in each case, other than to a de minimis extent, and (ii) Lessee's obligations under the Lease are not increased or Lessee's rights under the Lease are not decreased as a result thereof.

30.1.2 The County shall perform all maintenance, repairs and alterations in such a manner as (i) to minimize interference with Lessee's operations in the Leased Premises and (ii) is consistent with good construction practice and the standards and safety protocols of comparable municipalities performing similar work. Prior to performing any voluntary alterations and non-emergency repairs, the County shall consult with Lessee with respect to the timing with respect thereto.

30.1.3 The County reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

30.1.4 This Lease is and shall be subject and subordinate to the provisions of existing and future agreements between the County and the United States (or any authorized agency thereof) relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. With regard to such agreements executed by the County after the Effective Date, and without limiting Lessee's ability to exercise such rights as it may have at law or in equity: if any such new agreement(s) materially and adversely affect Lessee's ability to use the Leased Premises for the purposes specified herein, Lessee shall be entitled to an equitable abatement of rent, commensurate with the extent of such material and adverse effect on Lessee's use; provided, however, that if such equitable abatement of rent amounts to at least seventy-five percent (75%) of such rent, Lessee shall have the right, during the period for which said equitable abatement remains at said level, up to a maximum period of six (6) months beginning on the effective date of such new agreement(s), to provide notice to the County that Lessee is electing to terminate this Lease, which termination shall be effective one hundred and twenty (120) days after such notice.

30.1.5 During the time of war or national emergency, the County shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and

if any such lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Lease. Abatement of rentals shall be determined by the County in proportion to the degree of interference with Lessee's use of the Leased Premises.

30.1.6 Except to the extent required for the performance of any obligation of Lessee hereunder, nothing contained in this Lease shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are subject to FAA rules, regulations and orders currently or subsequently effective.

30.1.7 The parties hereto covenant and agree that during the term hereof, this Lease may be unilaterally modified by the County upon the advice of the County Law Department in order to conform to judicial decisions or Federal Trade Commission rulings whether or not such decisions or rulings are issued in proceedings brought by or against the parties hereto or either of them. This Section 30.1.7 shall not preclude the County or the Lessee from contesting any such decisions or rulings but the Lessee shall abide by the unilateral modifications imposed by the County pending the outcome of such appeal or objection provided, however, that if any such modification would prohibit the Lessee from using the Premises for more than eighteen (18) consecutive months and the County is unable to accommodate the Lessee in comparable space, or otherwise have a permanent material adverse effect upon Lessee's operations at the Airport hereunder and if within sixty (60) days following the effective date of such modification, the parties shall not have negotiated an equitable adjustment to the rental payable to the County hereunder, then the Lessee shall have the right at any time thereafter upon sixty (60) days' prior written notice to the County to terminate this Lease. If Lessee exercises the termination option set forth herein, the County shall pay to Lessee, within one hundred eighty (180) days following termination of this Lease, the then-unamortized (assuming amortization over a straight line basis over the Initial Term of the Lease using a discount rate equal to the prime rate in effect as of the date of termination) cost of all Improvements performed by Lessee during the Initial Term of this Lease, up to a maximum total amount of Eleven Million and Five-Hundred Thousand Dollars (\$11,500,000.00), which in no event shall be exceeded. The parties agree that, for the purpose of determining the amount to be paid to Lessee and what comprises the costs within the aforementioned capped amount, the amount Lessee has already expended on Improvements specified in Article 5.7 (a) through (g) shall be valued at Five Million and Four-Hundred Thousand Dollars (\$5,400,000.00). The valuation of future Improvements for the purposes of this provision shall be subject to the following limitations: (1) attorneys' costs shall not be included in the valuation of any Improvements and shall not be payable under this provision; and (2) commercially reasonable amounts for non-tangible or semi-tangible expenditures including, but not necessarily limited to, design, engineering, construction management, and construction inspection, shall be included in the valuation of any such Improvements and shall be payable under this provision. For all such claimed amounts for future Improvements, all costs to be included by Lessee in such valuations shall, by sixty (60) days after the completion of each such future Improvement, be documented to the County in a fully detailed, and otherwise commercially reasonable, manner that is sufficient to establish the amounts actually expended on the future Improvements. This provision has been included in the Lease in furtherance of the County's obligation under applicable antitrust laws and decisions, in particular, *Community Communications Company, Inc. v. City of Boulder*, 455 U.S. 40, 102 S. Ct. 835 (1982).

30.2 Notwithstanding anything to the contrary contained in this Lease, this Lease shall not be subject or subordinate to (i) the lien of any hereafter placed mortgage or (ii) the priority of any hereafter placed underlying lease, unless Lessee shall receive a commercially reasonable “subordination, non-disturbance and attornment” agreement from the holder of any mortgage hereafter encumbering the Leased Premises or from the superior lessor of any underlying lease hereafter affecting the Leased Premises, in each case, reasonably acceptable to Lessee. The County represents and warrants to Lessee that as of June 1, 2026, there is no mortgage or underlying lease affecting the Leased Premises.

ARTICLE 31. - ENTIRE AGREEMENT

31. This Lease, consisting of Articles 1 to 31, inclusive, and all Schedules attached hereto and made a part hereof constitute the entire agreement of the parties hereto and supersedes all prior lease and agreements with respect to the Leased Premises for the term hereof. This Lease may not be changed, modified, discharged or extended except by mutual written agreement of the County and the Lessee. The parties agree that no representations or warranties shall be binding upon the County or the Lessee unless expressed in writing in this Lease.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year written above.

THE COUNTY OF WESTCHESTER

By _____
Name:
Title: Commissioner of Public Works & Transportation

CITIGROUP INC.

By _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law on the _____ day of _____, _____.

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

Approved as to form and manner of execution

_____ County Attorney

The County of Westchester

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of Citigroup Inc. (the "Corporation"), a corporation duly organized and in good standing under the Delaware General Corporation Law named in the foregoing agreement; that _____ who signed said agreement on behalf of the Corporation was, at the time of execution _____ of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of the County of Westchester, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of Individual
Taking acknowledgement

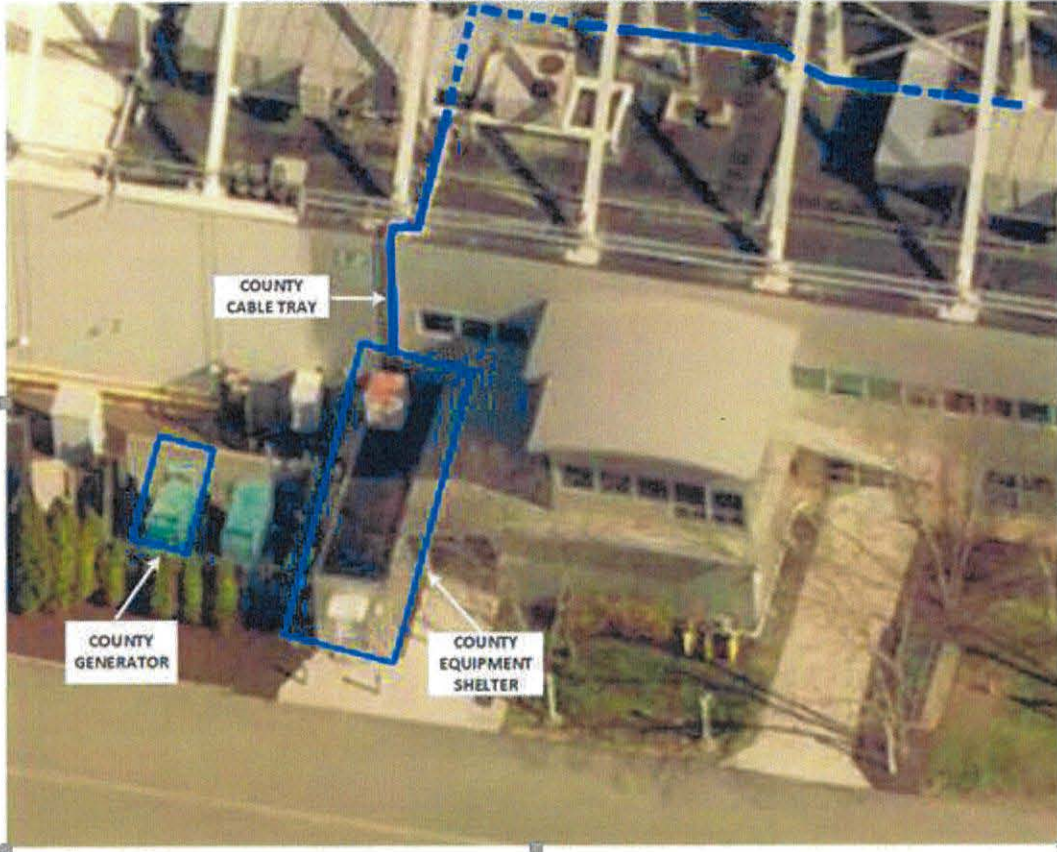
Schedule A

LEASED PREMISES



Schedule B

SCHEDULE B (Page 1 of 6)
COUNTY PUBLIC SAFETY EQUIPMENT ON LEASED PREMISES



SCHEDULE B (Page 2 of 6)
COUNTY PUBLIC SAFETY EQUIPMENT ON LEASED PREMISES



County Antenna Masts are numbered '1' through '9'. County transmission lines to be routed inside County Cable Tray from County Equipment Shelter to steel column 'C' on roof, clamped along lateral steel bracing 'G' to steel columns 'A', 'B', 'D', 'E', and 'F'; and up steel columns 'A' through 'F' to County Antenna Masts '1' through '9'. Existing County Antenna types are described on the following pages.

OA Series**UHF Offset Dipole Arrays**

400 - 520 MHz



Offset arrays are directional antennas for use when a base station is at one end of the coverage area. These antennas offer industry leading PIM ratings, essential for the latest digital radio systems.

OA Series arrays feature the same solid construction as the BA and EA series. The array utilizes an internal phasing harness in PTFE based double-shielded coaxial cable with polyethylene jacket to aid waterproofing and resist scratch or puncture damage.

The OA Series have slightly more than 170° horizontal beamwidth, thus everything in front of the antenna is given coverage. This eliminates the possibility of fading at the extremities of the target coverage area. The level of radiation at the rear of the antenna is approximately unity gain.

As would be expected from a cardioid array, the vertical beamwidth is slightly greater than its BA omnidirectional or EA elliptical pattern counterparts.

- 5dBd, 9dBd or 11dBd gain versions available
- Hermetically sealed internal phasing harness
- OA80-67-DIN can be ordered 2 x 9dBd arrays on one boom assembly. Specify model OA4040-67-DIN. Typical space isolation between the two arrays is 35dB.
- OA40-67-DIN can be ordered 2 x 5dBd arrays on one boom assembly. Specify model OA2020-67-DIN. Typical space isolation between the two arrays is 35dB.
- Industry leading PIM ratings (-150dBc) providing low IM and low noise characteristics for optimum performance.



OA40-67-DIN

**SCHEDULE 8 (Page 5 of 6)
Existing County Antenna(s) on County Mast 4**

892-70 HOWB

406-470 MHz, 138-174 MHz



SPECIFICATIONS

ELECTRICAL

Frequency Range	VHF ... 138-174 MHz UHF ... 406-470 MHz
Nominal Gain	VHF ... 6 TO 5.5 dBi UHF ... 5 TO 5.5 dBi
Bandwidth / 5:1 VSWR	VHF ... 138-174 MHz UHF ... 406-470 MHz
Polarization	Vertical
Pattern	Offset
Maximum Power Input	300 Watts
Nominal Impedance	50 Ohms
Lightning Protection	DC Ground
Standard Termination	Type N Male attached to end of 30" (762 mm) flexible lead

MECHANICAL

Overall Length	186 in (4726 mm)
Width	42 in (1067 mm)
Weight	88 lbs (29.8 kg)
Rated wind velocity (no ice)	160 mph (257 km/h)
Rated wind velocity 1/2" (13mm) ice	125 mph (201 km/h)
Lateral thrust at 100 mph	154 lbs (70 kg)
Bending moment at top clamp (100 mph)	617.2 lbs/ft (86.3 kg/m)
Projected Area	5.7 sq ft (0.53 m ²)
Mounting information	Max is 2.8 (73 mm) O.D. pipe
Space between clamps	30" (762 mm)

SCHEDULE B (Page 6 of 6)
Existing County Antenna(s) on County Mast 6

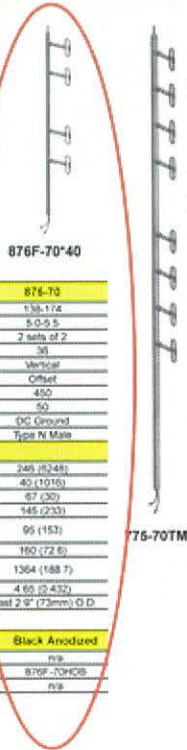
BASE STATION

DUAL DIPOLE ARRAY

CP Dual Exposed Dipole Array

The Dual Exposed Dipole Arrays are available in many different configurations. VHF, UHF, and/or 700/800/900MHz antennas can be combined onto one mast. These antennas can be mixed and matched with our 870, 770, 760 series antennas. All of our antennas can be completely customized to your particular applications. Our antennas can be Side Mount or Top Mount.

- Low VSWR version, with maximum gain over specified frequency
- Great for applications where costs are calculated per antenna
- Heavy Duty versions are available
- Some versions of antennas have an adjustable pattern for 3dB Omnidirectional or 6dB offset coverage



Electrical Specifications	845-70	876-70
Frequency Range, MHz	128-174	158-174
Nominal Gain, dBS	3.0/6.0	5.0/5.5
Number of Dipoles	2 sets of 2	2 sets of 2
Bandwidth 1.5:1 VSWR, MHz	12	30
Polarization	Vertical	Vertical
Pattern	Omn or Offset	Offset
Power Rating, Watts	500	450
Nominal Impedance, Ohms	50	50
Lightning Protection	DC Ground	DC Ground
Standoff Termination	Type N Male	Type N Male
Mechanical Specifications		
Length, inches (mm)	270 (6858)	246 (6248)
Width (1/2 Wave Spacing), inches (mm)	8.4 (213)	40 (1016)
Weight, lbs (kg)	40 (18.2)	67 (30)
Rated Wind Velocity, No Ice, mph (km/h)	115 (185)	145 (233)
Rated Wind Velocity, 0.5" (13mm) Ice, mph (km/h)	65 (105)	95 (153)
Lateral Thrust @ 100mph wind, lb (kg)	107 (48.5)	180 (72.6)
Bending Moment @ top clamp, 100mph, #ft (kg/m)	1034 (143)	1364 (188.7)
Equip. Flat Plate Area, ft (m)	3.1 (0.29)	4.65 (2.432)
Mounting Information	107.85 clamp	Mast 2.0" (73mm) O.D.

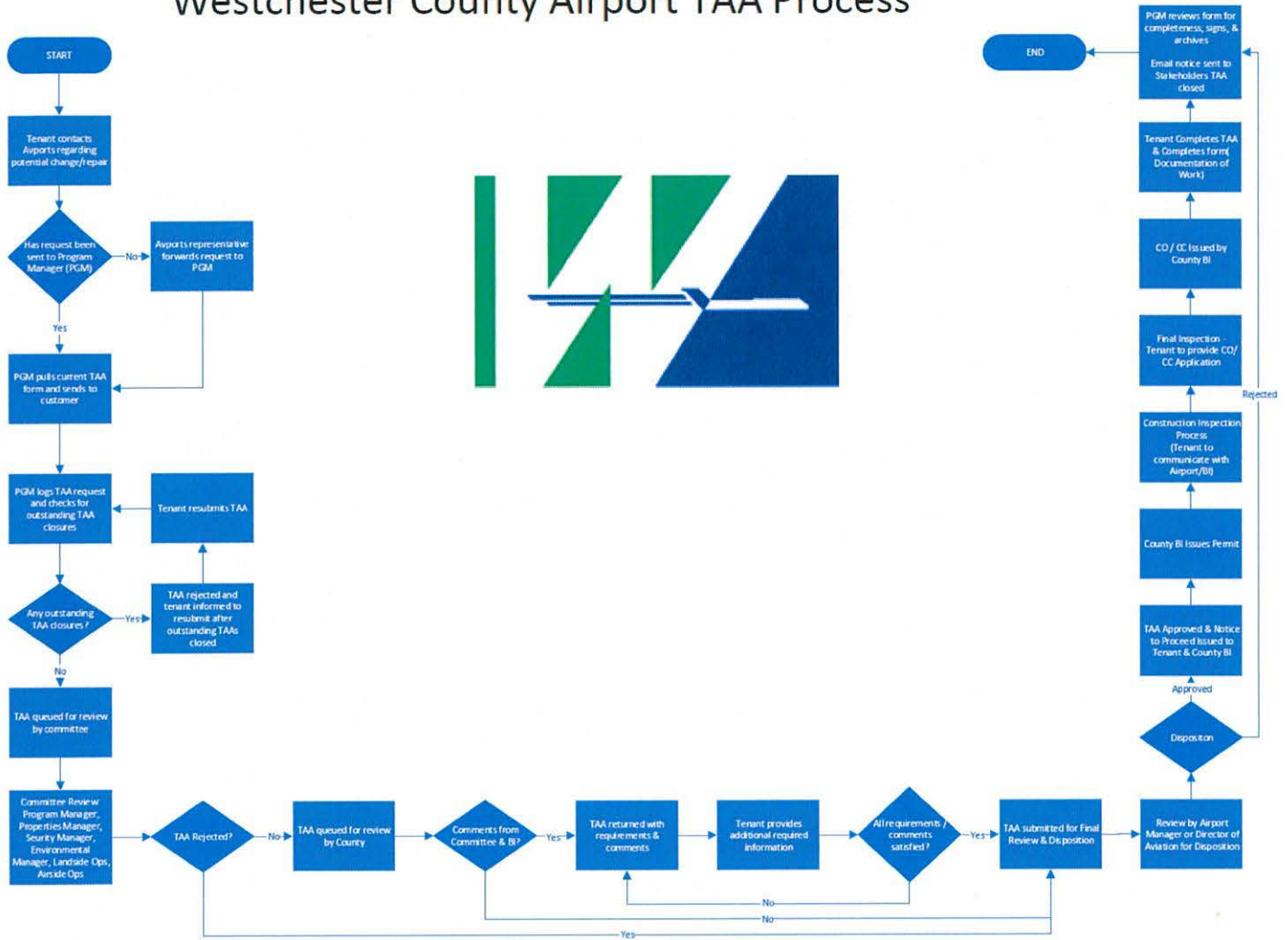
Order Information	2" 872-70	2" 874-70	Side Mount	Top Mount	Black Anodized
845-70	n/a	n/a	n/a	n/a	n/a
876-70	876-70	n/a	876F-70SM	876F-70TM	876F-70HCB
878-70	n/a	878-70	878F-70SM	878F-70TM	n/a

* Please call for other available models.

Schedule 5.8

TAA Process

Westchester County Airport TAA Process



Schedule 18.2.1

Intentionally Omitted

Schedule 18.3

Federal Aviation Administration (FAA) Grant Assurances

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

Conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).