OFFICIAL NOTICE NO. 7098

INVITATION TO SUBMIT QUALIFICATIONS FOR THE OPERATION OF A FIXED BASE OPERATOR FACILITY AT LAWRENCE J. TIMMERMAN AIRPORT MILWAUKEE COUNTY, WISCONSIN

1. INVITATION

Milwaukee County (County), sponsor of Lawrence J. Timmerman Airport ("LJTA" or "Airport") is inviting responses to a Request for Qualifications (RFQ) from qualified commercial operators ("Respondent") to provide Fixed Base Operator services at LJTA.

2. SCOPE OF REQUIRED FACILITIES AND OPERATIONS

(A) During the term of the Agreement, Respondent will be required and obligated to perform the following aeronautical services: (1) the sale and into-plane delivery of aviation fuels and oils; (2) the parking, storage, and tie-down of transient and based aircraft within and to the reasonable capacity of the leased premises of the operator; (3) ramp assistance; (4) light maintenance; and (5) such minor repair and cabin services as may be performed efficiently on Respondent's premises. Respondent shall make all such services available twenty-four (24) hours a day, seven (7) days a week and may charge a fair and reasonable charge for such services.

During the term of the agreement, Respondent will be granted the nonexclusive right to perform commercial aeronautical services at the Airport including but not limited to:

(a) Major Airframe and Engine Maintenance, including an adequate inventory to properly and efficiently perform such services.

(b) The operation of a Federal Aviation Administration-approved flight school.

(c) Aircraft Rental and/or Lease.

(d) Aircraft Charter and Air Taxi.

(e) Aircraft Sales.

(f) Propeller, Instrument, and Avionics Sales and Service.

(g) Specialized Commercial Flying Services which shall comprise:

(i) Sightseeing Flights;

(ii) Aerial Photography or Survey, Firefighting, Power Line and Pipe Line Patrol, and Traffic Reporting;

(iii) Aerial Ambulance Service;

(iv) Air freight (excluding hazardous materials and explosives).

(h) De-icing of general aviation and commercial aircraft.

(i) Ground handling for passenger and cargo aircraft.

(j) Into-plane fueling services for commercial carriers and cargo aircraft.

(k) Other aeronautical services demanded or requested by aircraft owners and operators from fixed base operators.

(B) Lessee may operate, or cause to be operated through a sub-leasee who has been approved by Lessor, a restaurant and cocktail lounge on the second floor of the Main Hangar Building. In either event, the gross receipts from the restaurant and cocktail lounge shall provide the basis for payment to Lessor or to Lessee. In the event Lessee shall operate same, the amount paid to Lessor shall be Five Percent (5%) of the total gross receipts for the operation of the restaurant and Ten Percent (10%) of gross receipts from the operation of the cocktail lounge. If Lessee subleases the operation of these spaces to a sub-lessee, then the Lessee shall pay the Lessor Fifty Percent (50%) of the percentage of gross receipts that Lessee is entitled to receive from the sublessee restaurant/cocktail lounge operator. The percentages applicable to the sublessee shall not be less than Five Percent (5%) of the total gross receipts for the

operation of the restaurant and Ten Percent (10%) of the total gross receipts for the operation of the cocktail lounge. Gross receipts, as used herein, shall be defined as all income from said operation whether or not the financial transactions are on a cash or credit basis and regardless of whether or not Lessee's charges for service, sales, and rentals are collected or uncollected. It shall not be construed as including any federal tax or state or municipal taxes. Lessor shall have the right to set minimum standards for said operation. The operation of the restaurant shall be an exclusive right except that Lessor reserves the right to make provision for additional restaurant and/or cocktail lounge facilities in any new building erected, or caused to be erected by it, and to operate said restaurant and cocktail lounge facility itself or through another designated by Lessor.

In the performance of such services, Respondent shall be governed by the "Schedule of Minimum Standards for Commercial Aeronautical Activities on Milwaukee County's Airports" as adopted by County's Board of Supervisors on July 12, 1966, under File No. 66-578, and as amended. Respondent will agree to faithfully comply with said Minimum Standards as they now exist or as the same may be hereafter amended, modified, or otherwise changed by said Board.

3. LEASE REQUIREMENTS OF AVAILABLE LAND

Respondent shall submit a proposal that includes the use and rental of land and buildings as follows and further identified on the attached Exhibits A-1 and A-2:

A.) Land:

(a) Land with Building: Total of 149,697 square feet

a. Main Hangar: 17,835 square feet of land

b. Hangar A&B: 7,360 square feet of land

c. Hangar C&D: 7,360 square feet of land

d. Hangar E&F: 7,360 square feet of land
e. Hangar G1A: 1,987 square feet of land
f. Hangar G2: 4,650 square feet of land
g. Hangar G3: 4,650 square feet of land
h. Hangar G4: 4,650 square feet of land
i. Hangar H-152: 4,000 square feet of land
j. Hangar I&J: 18,400 square feet of land
k. Hangar K&L: 7,736 square feet of land
l. Hangar M&N: 26,850 square feet of land
m. Hangar O&P: 28,810 square feet of land
n. Hangar Q1: 2,296 square feet of land
o. Hangar Q2: 2,296 square feet of land
p. Hangar Q3: 2,350 square feet of land
q. Fuel Farm: 1,107 square feet of land

(b) Paved Land: Total of 57,797 s.f.

B.) Buildings:

(a) The two-story masonry and steel hangar known as 'Main Hangar'; shown on Exhibit A-2 as 'B-Main Hangar', containing approximately 17,835 square feet of ground floor space.

(b) Thirty-two (32) steel nested T-hangars known as rows A, B, C, D, E, F, K1-K4, and L1-L4; shown on Exhibit A-2 as 'B-AB', 'B-CD', 'B-EF', and 'B-KL South'.

(c) Twenty (20) concrete block hangars known as rows I through J; shown on Exhibit A-2 as 'B-IJ'.

(d) Three (3) one-story wood frame round-top hangars known as Q1, Q2, and Q3; shown on Exhibit A-2 as 'B-Q1', 'B-Q2', and 'B-Q3.'

(e) Forty (40) metal T-hangars known as Rows M, N, O, and P; shown on Exhibit A-2 as 'B-MN' and 'B-OP'.

(f) The one-story, steel frame, metal clad hangar, containing approximately 4,000 square feet of ground floor space known as Hangar H-152; shown on Exhibit A-2 as 'B-H-152'.

(g) Three (3) one-story, metal frame hangars known as Hangars G-1, G-1A, G-2, and G-3; shown on Exhibit A-2 as 'B-G1', 'B-G1A', 'B-G2', and 'B-G3'."

The following schedule of rentals are applicable for the following areas leased under the agreement (fixed rentals will be adjusted in the final agreement by a percentage increase based upon the most current Consumer Price Index [All Urban Consumers] and will be subject to adjustment July 1 of each subsequent year of the Agreement.):

(1) Land:

(a) Twenty-Two and 65/100 Cents (22.65¢) per square foot per annum for the 203,494.00 square feet of untaxed unimproved commercial land upon which buildings, structures, and improvements are situated, which amounts to annual rental of Forty-Five Thousand Six Hundred Forty-Three and 70/100 Dollars ($45,643.70).

(b) Twenty-Two and 65/100 Cents (22.65¢) per square foot per annum for the 4,000 square feet of taxed unimproved commercial land upon which buildings, structures, and improvements are situated, which amounts to annual rental of Nine Hundred Six and 00/100 Dollars ($906.00).

(c) In addition to the rate specified in (1), One and One-Half Cents (1½¢) per square foot per annum for the 57,797.00 square feet of exterior pavement which amounts to an annual rental of Eight Hundred Sixty-Six and 96/100 Dollars ($866.96).

(2) Buildings:

(a) Main Hangar: One and 81/100 Dollars ($1.81) per square foot per annum for the 17,835 square feet of ground floor space in the Main Hangar, which amounts to an annual rental of Thirty-Two Thousand Two Hundred

Eighty-One and 35/100 ($32,281.35).

(b) Steel Nested T-Hangars: Fifty-Six and 60/100 ($56.60) per month for each of the thirty-two (32) steel nested T-hangars, which amounts to a combined total annual rental of Twenty-One Thousand Seven Hundred Thirty-Four and 40/100 ($21,734.40).

(c) Concrete Block Nested T-Hangars: Fifty-Six and 60/100 Dollars ($56.60) per month for each of the twenty (20) concrete block nested T-hangars, which amounts to a combined total annual rental of Thirteen Thousand Five Hundred Eighty-Four and 00/100 ($13,854.00).

(d) Wood Frame Round-Top Hangars: Two Hundred Four and 07/100 ($204.07) per month each for the three (3) round top hangars, which amounts to a combined total annual rental of Seven Thousand Three Hundred Fifty-Two and 52/100 Dollars ($7,346.52).

(e) Metal T-Hangars: One Hundred Fifteen and 34/100 Dollars ($115.34) per month for each of the forty (40) metal T-hangars, which amounts to a combined total annual rental of Fifty-five Thousand Three Hundred Sixty-Three and 20/100 Dollars ($55,363.20).

(f) Hangar H-152: Seventy-Two and 91/100 cents (72.91¢) per square foot per annum for the metal 4,000 square foot hangar, identified as H-152, which amounts to a total annual rental of Two Thousand Nine Hundred Sixteen and 40/100 ($2,916.40).

(g) Metal Frame Hangars: Eight Hundred Eighty-two and 31/100 Dollars ($882.31) per month for each of the three (3) metal frame hangars, G-1, G-2,and G-3, which amounts to a combined total annual rental of Thirty-one Thousand Seven Hundred Sixty-three and 16/100 Dollars ($31,763.16)."

(d) Six Cents ($0.06) per gallon for all aviation gasoline and turbine fuels delivered to fixed base operator's fuel tanks on

LJTA and Five Cents ($0.05) per gallon for aviation oils delivered to fixed base operator's storage tanks on LJTA. These flowage fees are subject to adjustment at any time by the Milwaukee County Board of Supervisors, and the fixed base operator shall be required to pay such adjusted fees as established by the County Board.

(e) Seventy-five percent (75%) of any landing fees collected if and when such fees are imposed by County.

4. INVESTMENT REQUIRED

County is requiring that the selected respondent make a financial investment in year one (1) and year ten (10) of the agreement that will provide appropriate customer facilities and enhance LJTA. The proposed enhancement shall include the remodel of the Main Hangar inclusive of providing access to the second floor in compliance with the Americans with Disabilities Act in year one (1) and an update to the facilities in year (10) of the agreement.

The cost of all leasehold improvements shall be amortized on a straight-line basis over a twenty (20) year period, or the remaining portion of the twenty (20) year term. A certified cost statement(s) shall be submitted to the Airport Director, accompanied by the original or duplicate paid invoices for inclusion in the amortization schedules.

Title to any and all fixed improvements installed by selected respondent shall remain vested in selected respondent during the term of the agreement to be awarded. At the expiration or termination of the agreement to be awarded, title to all fixed improvements shall vest in the County.

5. INVESTMENT BUYOUT PROVISIONS

At agreement expiration or, if the agreement to be awarded is terminated for reasons beyond the control of the selected Respondent, County agrees that, as a condition precedent to

obtaining a successor fixed base operator, the successor fixed base operator shall be required to purchase from the selected Respondent the leasehold interest in the unamortized investment in the fixed improvements constructed or installed under this agreement. In any case, all investments made by Respondent shall be fully amortized at the end of the 20-year term, unless other terms and conditions have been approved by the County.

6. SERVICES PROHIBITED

(a) Operation of an aircraft salvage yard, or the storage and resale of aircraft parts and supplies not normally needed for a standard inventory.

(b) Scheduled air passenger transportation of any sort.

7. SERVICES AND FACILITIES TO BE PROVIDED BY COUNTY

(a) Runway and taxiway system.

(b) Airport maintenance as specified on Exhibit B of the Informational Draft Agreement for a Fixed Base Operation.

8. OTHER REQUIREMENTS AND PROVISIONS APPLICABLE TO FIXED BASE OPERATOR

The following is a partial listing of the fixed base operator's obligations under the more detailed provisions of the attached Informational Draft Agreement, which is subject to further change, revision and/or negotiation:

(a) The operation and maintenance of its fixed base operations within its leased premises.

(b) Maintenance and repair of the premises as specified on Exhibit B of the Informational Draft Agreement for a Fixed Base Operation.

(c) Employment of trained personnel.

(d) Payment of all utility bills and meter charges for the utility services used by it.

(e) Payment all of taxes assessed against fixed base operator's furnishings, equipment, and supplies.

(f) Obtain and payment for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at LJTA.

(g) Compliance with all applicable federal, state, and local laws, regulations, and ordinances, including the rules and regulations governing the use and operation of LJTA, including the County's Minimum Standards for Commercial Aeronautical Activities on Milwaukee County's Airports for commercial operations as they exist or as they are amended from time to time.

9. INSURANCE REQUIREMENTS

Provide insurance covering all operations under the fixed base operator agreement with minimum limits as follows:

Comprehensive General Liability	
Bodily injury & Property Damage (Including Personal Injury, Fire, Legal & Contractual & Products/Completed Operations)	$3,000,000 per Occurrence $3,000,000 General Aggregate
Aircraft Liability	
Each Occurrence	$3,000,000
Hangar Keepers' Liability	
Each Aircraft Each Loss	$3,000,000 $3,000,000
Owned Aircraft	
Each Occurrence (Where Applicable)	$3,000,000.00
Automobile Liability	
All Autos and/or Non-Owned Bodily Injury and Property Damage Insured/Under-insured per Wisconsin Statutes Owned Aircraft	$1,000,000.00 per Accident

Workers Compensation (WI)	
Or Proof of All States Coverage Employers Liability Environmental Impairment	per Wisconsin Statues
Liability Insurance	
Each Occurrence	$3,000,000

10. RECEIPT AND EVALUATION OF QUALIFICATIONS

Award of the agreement will be based on information supplied by Respondent in response to the attached Qualification and Business Information Questionnaire and the Investment Proposal. A selection committee will review the information submitted, using the following criteria:

(a) Experience and Qualifications: Respondent's ability to provide a quality fixed base operation.
Weight – 20%

(b) Financial Capability: Respondent's ability to finance the operation and management of a quality fixed base operation.
Weight – 20%

(c) Respondent's Capital Development Plan for the remodeled Main Hangar
Weight – 20%

(d) Respondent's Business and Management Plan
Weight – 20%

(e) Respondent's Listing of services to be provided
Weight – 20%

Respondent is advised that any action of the authoritative County agency in awarding a contract does not of itself create a contract. Any proposal made in response to this invitation is made with the understanding that no contract exists until execution, approval, and delivery of a formal contract or other form of official acceptance has taken place.

11. QUALIFICATION REQUIREMENTS

During the past five (5) years, Respondent must have been engaged in the operation and management of a commercial aeronautical operation on an airport. Respondent must present evidence that it is qualified and has the necessary facilities, equipment, experience and financial resources to fulfill the requirements of the specifications of this invitation. In order to provide County with the necessary information, the selected Respondent must submit the information required in the attached Qualification Forms. Qualifications will not be accepted from entities already operating under a Based Operator agreement with Milwaukee County as of the date of this Official Notice.

12. NO QUALIFICATIONS FROM DEFAULTED OPERATORS

Qualifications will not be accepted from any Respondent that is in arrears or is in default to the County upon any debt or contract or that is or was a defaulter as surety or otherwise, upon any obligation to County or has failed to perform faithfully any previous contract with County or has refused to enter into an agreement with the County after having been awarded same.

13. FILING OF DOCUMENTS

Respondent must submit five (5) copies of the Qualification and Business Information Questionnaire and the Investment Proposal for evaluation purposes.

Submittals must be received before 1:00 p.m. on May 20, 2016 in a sealed envelope clearly marked on the outside as follows:

OFFICIAL NOTICE NO. 7098
PROPOSAL FOR THE OPERATION OF A FIXED BASE OPERATOR
FACILITY AT LAWRENCE J TIMMERMAN AIRPORT

County Clerk
County of Milwaukee
Room l05, Courthouse
90l N. Ninth Street
Milwaukee, WI 53233

Submission of a proposal shall constitute a valid offer which may be accepted by the County for a period of one hundred twenty (120) days following the date specified for submission of proposals. County reserves the right, at its sole discretion, to enter into negotiations with any respondent. Respondent may withdraw previously submitted packets up to the filing deadline, without penalty.

14. FORMS TO BE COMPLETED AND ACCOMPANY PROPOSAL

(a) Qualification and Business Information Questionnaire (attached)

(b) Investment Proposal (attached)

15. EXPENSES

All expenses incurred by Respondent in preparing its response to the invitation and in seeking award of this contract shall be borne solely by Respondent.

16. CONFLICT IN LANGUAGE

This Invitation to Submit Qualifications contains a summary of some of the more important provisions of the attached Informational Draft Agreement. It is not intended to be all inclusive. County reserves the right, at its sole discretion, to add terms or to remove terms from the Informational Draft Agreement. For further details see the attached Informational Draft Agreement. In the event of any discrepancy between this Information to Respondents and the Informational Draft Agreement, the terms of the Agreement shall prevail. In the event of any inconsistencies between the Informational Draft Agreement and any Final Agreement drafted by the County and signed by the parties, the terms of the Final Agreement shall prevail.

17. REVIEW AND COMMENT ON DRAFT AGREEMENT

After review of the Draft Agreement attached hereto as Attachment 1, please state 1) whether your firm will accept the terms as stated in the Draft Agreement, 2) whether your firm will require any changes to the Draft Agreement, and 3) identify any proposed changes to the Draft Agreement.

18. SUCCESSFUL RESPONDENT'S REFUSAL TO ENTER INTO AGREEMENT

In the event of a default of Respondent or its refusal to enter into an agreement, County reserves the right, in its sole discretion, to accept qualifications of any other respondent and make an award of contract to such respondent, or to negotiate for the modification of any response with Respondent or to reject all qualifications.

19. INFORMATION

Any questions or comments regarding this invitation may be addressed in writing to:

Ismael Bonilla, I.A.P.
Airport Director
General Mitchell International Airport
5300 S. Howell Ave.
Milwaukee, WI 53207-6189
Ibonilla@mitchellairport.com
FAX: 414-747-4525

Responses to questions or comments will be distributed to all interested parties in the form of an addendum to the proposal document.

20. PROJECTED TIMETABLE FOR SELECTION AND AWARD

April 18, 2016	Advertise for proposals
May 20, 2016,@ 1:00 p.m.	Proposals due
June 17, 2016	Complete evaluation and interviews
June 30, 2016	Complete contract negotiations
July 1, 2016	Agreement executed, construction of facilities, term begins

21. PROTEST AND APPEAL

Written protests or appeals must be received no later than three (3) working days after Respondent's receipt of the written notification of the status of the agreement award. Protest and appeal reviews will be conducted in accordance with Milwaukee County General Ordinances Chapter 110.

22. RESPONDENT CONDUCT

During the time that this Invitation to Submit Qualifications (ISQ) is in process, i.e., from the date the ISQ is issued by Milwaukee County to the date Respondent is selected and an agreement is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from Respondent's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this ISQ process.

23. CODE OF ETHICS

Respondent hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part:

> No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby.

During the period of this Invitation to Submit Qualifications, Respondent shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to

the knowledge of Respondent, has a conflict of interest.

24. GENERAL DESCRIPTION OF LJTA AND MILWAUKEE REGION

Lawrence J. Timmerman Airport is a general aviation public-use airport located on the northwest side of Milwaukee County. A generalized service area for the Airport, based upon the addresses of businesses and individuals who base their aircraft at the Airport, has been defined by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) as the central and northern portions of Milwaukee County, northeastern Waukesha County, southern Ozaukee County, and southeastern Washington County.

The Airport is located within the corporate limits of the City of Milwaukee, with several land parcels south of Hampton Avenue within the corporate limits of Wauwatosa. Access is provided from Appleton Avenue via Hampton Avenue/91st Street (Swan Road) or Silver Spring Drive, with interchanges available to both approaches from U.S. Highway 45 (Zoo Freeway).

According to 2010 census information, the population of the Milwaukee Standard Metropolitan Statistical Area (SMSA), which includes the counties of Milwaukee, Ozaukee, Washington, and Waukesha, was 1,555,908. This was an 8.60% increase from the 2000 census data.

Aside from Lawrence J. Timmerman Airport and General Mitchell International Airport, there are no other publicly owned airports within Milwaukee County. Several publicly owned airports exist in counties adjacent to Milwaukee County.

At last count, there were approximately 69 aircraft based at LJTA comprised of 57 single engine aircraft, 8 multi-engine aircraft, 2 jet aircraft, and 2 helicopter aircraft. According to fuel flowage statistics furnished by the present fixed base operator and other operators, general aviation fuel receipts in 2015 at LJTA were

74,752.00 gallons for Jet A fuel and 66,792.00 gallons for 100LL fuel.

Airport operations recorded by the FAA Control Tower in 2015 were 26,957 and were reported in the following categories:

Itinerant Air Carrier	2
Itinerant Air Taxi	499
Itinerant GA/Civil	12,435
Itinerant Military	38
Local GA	13,933
Local Military	50

Other historical data can be found at:

http://www.mitchellairport.com/airport-information/facts-and-stats

OFFICIAL NOTICE NO. 7098

INVESTMENT PROPOSAL
FOR OPERATION OF A FIXED BASE OPERATOR FACILITY AT
LAWRENCE J. TIMMERMAN AIRPORT
MILWAUKEE COUNTY, WISCONSIN

Date

County Clerk
Milwaukee County
901 N. Ninth Street
County Courthouse, Room 105
Milwaukee, WI 53233

The undersigned hereby proposes to provide full service fixed base operator services at Lawrence J. Timmerman Airport in accordance with the requirements as outlined in the Invitation to Submit Qualifications for the Operation of a Fixed Base Operator Facility at Lawrence J. Timmerman Airport and the Informational Draft Agreement.

The undersigned is prepared to and will enter into a twenty (20) year agreement with Milwaukee County with a negotiated option to extend the lease commensurate with the level of investment placed into the facility, for the provision of fixed base operations contemplating the lease of land and buildings at Lawrence J. Timmerman Airport at the rental rates as outlined in the Invitation to Submit Qualifications for the Operation of a Fixed Base Operator Facility at Lawrence J. Timmerman Airport and as shown in the Informational Draft Agreement.

The undersigned proposes to expend, at minimum, the following investment to enhance the Airport:

$_____ in year one (1) of the Agreement

$_____ in year ten (10) of the Agreement

A proposal explaining the purpose and details of these expenditures is shown in the Capital Development Plan located on page 3. A proposal explaining the Business and Management Plan is shown on Page 4. A listing of services to be provided is shown on page 5.

The qualifications of the undersigned are contained in the forms attached to this response. Other supporting data, as requested in your invitation, are also included.

Should the undersigned become the successful fixed base operation, the undersigned will execute the Agreement and deliver or mail same to the Airport Director within fifteen (15) days after receipt of the Agreement for execution.

_____
NAME OF RESPONDENT

_____
BY

_____
TITLE

CAPITAL DEVELOPMENT PLAN

BUSINESS AND MANAGEMENT PLAN

LISTING OF SERVICES TO BE PROVIDED

Attachment 1

INFORMATIONAL DRAFT AGREEMENT

BETWEEN

MILWAUKEE COUNTY

AND

COMPANY NAME

DRAFT

MILWAUKEE COUNTY
DEPARTMENT OF TRANSPORTATION
AIRPORT DIVISION

Lawrence J. Timmerman Airport
Milwaukee, Wisconsin

Contents

1 . DEFINITIONS 1
2. DESCRIPTION OF LEASED PREMISES 1
3. TERM OF AGREEMENT 3
4. RENTALS AND FEES; ACCOUNTING RECORDS AND REPORTS 3
5. USES AND PRIVILEGES GRANTED TO AND RESTRICTIONS UPON LESSEE 8
6. RIGHTS AND PRIVILEGES RESERVED BY COUNTY 17
7. OBLIGATIONS OF LESSEE 19
8. OBLIGATIONS OF COUNTY 24
9. INDEMNITY 25
10. INSURANCE 25
11. ENVIRONMENTAL IMPAIRMENT AND HAZARDOUS MATERIAL FINANCIAL AND LEGAL RESPONSIBILITY 30
12. NOISE ABATEMENT 39
13. NONDISCRIMINATION 40
14. AFFIRMATIVE ACTION 41
15. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY 41
16. EMINENT DOMAIN 42
17. UNTENANTABLE PREMISES 43
18. LIABILITY OF COUNTY 45
19. ASSIGNMENT AND SUBLETTING 45
20. TERMINATION BY COUNTY 48
21. TERMINATION BY LESSEE 50
22. CONTINUITY OF OPERATIONS AND COOPERATION UPON TERMINATION 50
23. WAIVERS 51
24. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS 52
25. DISPOSITION OF FURNISHINGS, FIXTURES, AND EQUIPMENT UPON TERMINATION 52
26. INTERPRETATION OF LEASE 53
27. INVALID PROVISIONS 53

28. NOTICES 54
29. GOVERNMENTAL FACILITIES 54
30. AIRPORT SECURITY 54
31. GOVERNMENTAL RIGHTS 55
32. PARAGRAPH HEADINGS 55
33. FAMILIARITY AND COMPLIANCE WITH TERMS 55
34. SUCCESSORS AND ASSIGNS 55
35. MISCELLANEOUS 55
36. FORCE MAJEURE 56
37. LESSEE CONDUCT 56
38. CODE OF ETHICS 56
39. AUTHORITY 57

THIS AGREEMENT, made and entered into this _____ day of _____, 20___ by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin (hereinafter called the "County"), and COMPANY NAME, a STATE OF INC. corporation, whose principal office is at COMPANY ADDRESS, CITY, STATE ZIP (hereinafter referred to as "Lessee").

W I T N E S S E T H:

THAT, for and in consideration of the rentals and other fees and charges to be paid by Lessee to County as hereinafter set forth and the respective covenants of the parties hereto as hereinafter contained, it is mutually agreed and understood by and between Lessee and County as follows:

1. DEFINITIONS

A. "Airport" shall mean Lawrence J. Timmerman Airport owned and operated by Milwaukee County.

B. "Airport Director" shall mean the Airport Director of General Mitchell International Airport and Lawrence J. Timmerman Airport, or his designee.

C. "Exhibits A and B" as referenced in this Agreement are defined and described as follows:

(a.) Exhibit A contains drawings of the Airport and the Leased Premises.

(b.) Exhibit B is a schedule, which assigns and designates the building and ground maintenance responsibilities of Lessee and County.

D. "Leased Premises" shall mean the areas of the Airport leased by County to Lessee and described in Paragraph 2 and depicted on Exhibit A.

2. DESCRIPTION OF LEASED PREMISES

Subject to the terms and conditions hereinafter set forth, County hereby leases, demises, and lets unto Lessee and Lessee hereby hires

and takes from County the lands hereinafter identified and as outlined on the attached Exhibit A, made a part hereof, together with structures and improvements constructed, installed, or placed thereupon, but not including the public taxiways and public roadways therein, as described below, all situated on the premises of Lawrence J. Timmerman Airport, an Airport owned and operated by County in the City of Milwaukee, County of Milwaukee, State of Wisconsin:

A.) Land:

(a) Land with Building: Total of 149,697 square feet

a. Main Hangar: 17,835 square feet of land
b. Hangar A&B: 7,360 square feet of land
c. Hangar C&D: 7,360 square feet of land
d. Hangar E&F: 7,360 square feet of land
e. Hangar G1A: 1,987 square feet of land
f. Hangar G2: 4,650 square feet of land
g. Hangar G3: 4,650 square feet of land
h. Hangar G4: 4,650 square feet of land
i. Hangar H-152: 4,000 square feet of land
j. Hangar I&J: 18,400 square feet of land
k. Hangar K&L: 7,736 square feet of land
l. Hangar M&N: 26,850 square feet of land
m. Hangar O&P: 28,810 square feet of land
n. Hangar Q1: 2,296 square feet of land
o. Hangar Q2: 2,296 square feet of land
p. Hangar Q3: 2,350 square feet of land
q. Fuel Farm: 1,107 square feet of land

(b) Paved Land: Total of 57,797 s.f.

B.) Buildings:

(a) The two-story masonry and steel hangar known as 'Main Hangar'; shown on Exhibit A-2 as 'B-Main Hangar', containing approximately 17,835 square feet of ground floor space.

(b) Thirty-two (32) steel nested T-hangars known as rows A, B, C, D, E, F, K1-K4, and L1-L4; shown on Exhibit A-2 as 'B-AB', 'B-CD', 'B-EF', and 'B-KL South'.

(c) Twenty (20) concrete block hangars known as rows I through J; shown on Exhibit A-2 as 'B-IJ'.

(d) Three (3) one-story wood frame round-top hangars known as Q1, Q2, and Q3; shown on Exhibit A-2 as 'B-Q1', 'B-Q2', and 'B-Q3.'

(e) Forty (40) metal T-hangars known as Rows M, N, O, and P; shown on Exhibit A-2 as 'B-MN' and 'B-OP'.

(f) The one-story, steel frame, metal clad hangar, containing approximately 4,000 square feet of ground floor space known as Hangar H-152; shown on Exhibit A-2 as 'B-H-152'.

(g) Three (3) one-story, metal frame hangars known as Hangars G-1, G-1A, G-2, and G-3; shown on Exhibit A-2 as 'B-G1', 'B-G1A', 'B-G2', and 'B-G3'."

3. TERM OF AGREEMENT

Subject to earlier termination as hereinafter provided and further subject to the limitations hereinafter set forth, this Agreement shall be for a term of twenty (20) years commencing July 1, 2016. Notwithstanding the above described term, all other conditions, restrictions, covenants, and requirements shall be in effect immediately upon execution of this Agreement as evidenced by the signatures of both parties.

4. RENTALS AND FEES; ACCOUNTING RECORDS AND REPORTS

A. Rental Rates

Lessee shall pay as rental for the Leased Premises as shown on Exhibit A for the rights and privileges granted to it hereby at the following rates and amounts:

(1) Land:

(a) Twenty-Two and 65/100 Cents (22.65¢) per square foot per annum for the 203,494.00 square feet of untaxed unimproved commercial land upon which buildings, structures, and improvements are situated, which amounts to annual rental of Forty-Six Thousand Ninety-One and 39/100 Dollars ($46,091.39).

(b) Twenty-Two and 65/100 Cents (22.65¢) per square foot per annum for the 4,000 square feet of taxed unimproved commercial land upon which buildings, structures, and improvements are situated, which amounts to annual rental of Nine Hundred Six ($906.00).

(c) In addition to the rate specified in (1), One and One-half Cents (1½¢) per square foot per annum for the 57,797.00 square feet of exterior pavement which amounts to an annual rental of Eight Hundred Sixty-Six and 96/100 Dollars ($866.96).

(2) Buildings:

(a) Main Hangar: One and 81/100 Dollars ($1.81) per square foot per annum for the 17,835 square feet of ground floor space in the Main Hangar, which amounts to an annual rental of Thirty-Two Thousand Two-Hundred Eighty-One and 35/100 Dollars ($32,281.35).

(b) Steel Nested T-Hangars: Fifty-Six and 60/100 Dollars ($56.60) per month for each of the thirty-two (32) steel nested T-hangars, which amounts to a combined total annual rental of Twenty-One Thousand Seven Hundred Thirty-Four and 40/100 Dollars ($21,734.40).

(c) Concrete Block Nested T-Hangars: Fifty-Six and 60/100 Dollars ($56.60) per month for each of the twenty (20) concrete block nested T-hangars, which amounts to a combined total annual rental of Thirteen Thousand Five Hundred Eighty-Four and 00/100 Dollars ($13,584.00).

(d) Wood Frame Round-Top Hangars: Two Hundred Four and 07/100 Dollars ($204.07) per month each for the three (3) round top hangars, which amounts to a combined total annual rental of Seven Thousand Three Hundred Forty-Six and 52/100 Dollars ($7,346.52).

(e) Metal T-Hangars: One Hundred Fifteen and 34/100 Dollars ($115.34) per month for each of the forty (40) metal T-hangars, which amounts to a combined total annual rental of Fifty-five Thousand Three Hundred Sixty-Three and 20/100 Dollars ($55,363.20).

(f) Hangar H-152: Seventy-Two and 91/100 cents (72.91¢) per square foot per annum for the metal 4,000 square foot hangar, identified as H-152, which amounts to a total annual rental of Two Thousand Nine Hundred Sixteen and 40/100 Dollars ($2,916.40).

(g) Metal Frame Hangars: Eight Hundred Eighty-two and 31/100 Dollars ($882.31) per month for each of the three (3) metal frame hangars, G-1, G-2,and G-3, which amounts to a combined total annual rental of Thirty-one Thousand Seven Hundred Sixty-three and 16/100 Dollars ($31,763.16)."

B. Total Rentals and Fees Due

(1.) Concurrent with the date of execution of this Agreement by all parties, Lessee agrees to pay County the aggregate sum of the foregoing rentals, which amounts to an annual rental of Two Hundred Twelve Thousand Four Hundred Five and 69/100 ($212,405.69), payable in equal monthly installments of Seventeen Thousand Seven Hundred and 47/100 Dollars ($17,700.00), on or before the fifth day of each month.

(2.) On and after the first day of the month after the month of account, in addition to the fixed rentals set forth in Paragraphs 4(A) and (B)., hereof, Lessee agrees to pay

County monthly, on or before the fifteenth day of each month, the following:

(a.) Seventy-five Percent (75%) of any landing fee collected, when and if such landing fee shall be imposed by County.

(b.) Six Cents (.06¢) per gallon for all aviation gasoline and turbine fuels delivered to Lessee's fuel tanks on the Airport and Five Cents (.05¢) per gallon for all aviation oils delivered to Lessee's Leased Premises on the Airport, whether said aviation products shall be for its own use or for sale or delivery to others.

(3.) Effective July 1, 2017, and during the term of this Agreement or any extension thereof, fixed rentals payable by Lessee to County under Paragraph 4(A)(1.), hereof, shall be subject to adjustment by County annually based on the percentage increase or decrease in the Consumer Price Index (All Urban Consumers) for the Milwaukee Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the national replacement or successor index as readjusted to the base month, and computed by comparison of the current January index with the index of the preceding January. Within thirty (30) days of any five (5) year anniversary date, County or Lessee may submit an appraisal by a qualified appraiser of the fair market value of the Leased Premises. If the appraisal shows that the fixed rental is five percent 5% above or below the fair market rental value, County and Lessee shall negotiate in good faith a reduction or increase of the fixed rental to make it consistent with the fair market value of the Leased Premises.

(4.) Landing fee charges (but not the percentage allocation of landing fees retained by Lessee) referred to in Paragraph 4(B)(2)(a) may be subject to adjustment at any time by County's Board of Supervisors, and Lessee agrees to abide

by any and all changes therein as may be made from time to time by said Board.

(5.) All rentals, fees, and charges due County under the terms of this Agreement, or as such rentals, fees, and charges may hereafter be amended, modified, or adjusted by written Agreements between County and Lessee, shall be made payable to the Milwaukee County Department of Public Works, Airport Division, and remitted to the office of the Airport Director, General Mitchell International Airport, Box 78979, Milwaukee, WI 53207-0979; or to such other party or address, or both, as may be designated by County to Lessee upon written notice.

C. Delinquent Charges or Fees

(1.) Interest

Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this Agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in subsection 74.80(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(2.) Penalty

In addition to the interest described above, Lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of this Agreement with the County, as may be determined by the Airport Director, or his designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. The obligation for payment and

calculation thereof shall commence upon the day following the due dates established herein.

(3.) Non-exclusivity

This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

D. Additional Fees and Charges

Lessee shall pay to County additional fees and charges under the following conditions:

(1.) If County has paid any sum or sums or has incurred any obligation or expense which Lessee agreed to pay or to reimburse County; or

(2.) If County is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect, or refusal of Lessee to perform or fulfill any of its conditions or its obligations of this Agreement.

5. USES AND PRIVILEGES GRANTED TO AND RESTRICTIONS UPON LESSEE

A. Nonexclusive Use

Lessee shall have the right and privilege of engaging in and conducting a fixed base operation within the confines of the Leased Premises under the terms and conditions set forth hereinafter, provided, however, that this Agreement shall not be construed in any manner as granting Lessee, or those claiming under it, the exclusive right to the use of the premises and facilities of the Airport, other than the Leased Premises. County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable

federal, state, and local laws, ordinances, codes, and rules and regulations.

B. Commercial Aeronautical Services

(1) During the term of this Agreement, Lessee is required and obligated to perform the following aeronautical services: (1) the sale and into-plane delivery of aviation fuels and oils; (2) the parking, storage, and tie-down of transient and based aircraft within and to the reasonable capacity of the Leased Premises; (3) ramp assistance; (4) light maintenance; and (5) such minor repair and cabin services as may be performed efficiently on Lessee's ramp. Lessee shall make all such services available twenty-four (24) hours a day, seven (7) days a week and may charge a fair and reasonable charge for such services.

(2) During the term of this Agreement, Lessee is granted the nonexclusive right to perform the following commercial aeronautical services at the Airport:

(a) Major Airframe and Engine Maintenance, including an adequate inventory to properly and efficiently perform such services

(b) The Operation of a Federal Aviation Administration Approved Flight School

(c) Aircraft Rental and/or Lease

(d) Aircraft Charter and Air Taxi

(e) Aircraft Sales

(f) Propeller, Instrument, and Avionics Sales and Service.

(g) Specialized Commercial Flying Services which shall comprise:

i) Sightseeing Flights

ii) Aerial Photography or Survey, Firefighting, Power Line and Pipe Line Patrol, and Traffic Reporting

iii) Aerial Ambulance Service

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iv) Air freight (Excluding hazardous materials and explosives)

(h) De-icing of general aviation and commercial aircraft

(i) Ground handling for passenger and cargo aircraft

(j) Into-plane fueling services for commercial carriers and cargo aircraft

(k) Other aeronautical services demanded or requested by aircraft owners and operators from fixed base operators. In the performance of such services, Lessee shall be governed by the "Schedule of Minimum Standards For Commercial Aeronautical Activities on Milwaukee County's Airports" as adopted by County's Board of Supervisors on July 12, 1966, under File No. 66-578, as recently amended April 2013, and Lessee agrees to faithfully comply with said Minimum Standards as they now exist or as the same may be hereafter amended, modified, or otherwise changed by said Board.

C. Storage and Sale of Aviation Fuels

(1) Nothing contained in this Agreement shall be construed as granting Lessee the exclusive right to dispense aviation fuels and oils on the Airport, it being expressly understood that County reserves the right to enter into similar Agreements with other firms who may desire, are qualified to engage in, and do engage in the furnishing of line services on the Airport, including the storage and dispensing of aviation fuels and oils. If any such Agreement is written, it shall be upon substantially the same terms and conditions as are contained in this Agreement except as to term and excepting as to services and aviation fuels offered the public not otherwise available from fixed base operators on the Airport.

(2) County reserves the further right to enter into Agreements with major oil companies granting them permission to

deliver and store on the Airport aviation fuels and oils. Such permission will not, however, convey to them the right to sell or dispense aviation fuels and oils to any persons or firms other than to a fixed base operator furnishing Line Services under a written contract with County containing such authorization.

(3) Lessee shall furnish and maintain at its expense, or cause to be furnished and maintained at no expense to County, adequate equipment and facilities for storing, dispensing, and handling aviation fuels and oils, the equipment and facilities for aviation fuels to be located on the Airport at a site or sites to be designated by the Airport Director, the current operation shown on Exhibit A attached hereto as "Area A-3." This requirement shall not preclude Lessee from purchasing aviation fuels from a wholesale supplier who, under contract with County, has leased Airport lands and by this means has received County's authorization for the bulk storage of said products on the Airport.

(4) Lessee shall charge only reasonable and nondiscriminatory prices for aviation fuels and oils consistent with prices charged at other Airports in this Midwest area for products of similar quality and grade, provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or similar types of price reductions to volume purchasers. Lessee shall post, in a conspicuous place and accessible to the public, a complete list or schedule of the current retail prices charged to patrons for all aviation fuels and oils, which list or schedule shall at all times be maintained up to date.

(5) Lessee shall maintain an accurate record of all deliveries of aviation fuels and oils to it, which record shall be subject to examination and audit at the pleasure of County's authorized representative at all reasonable hours.

(6) On or before the fifteenth (15th) day of the calendar month next succeeding the month in which such aviation fuels and oils were delivered, Lessee shall file with the Airport Director a report evidencing the total number of gallons of aviation fuels and oils delivered to it during the month. Each such report shall be accompanied, at the option of Lessee, by:

(a) Either true and correct copies of all vendors' invoices covering all deliveries of aviation fuels and oils to it; or

(b) Certified copies of vendors' delivery tickets covering all such deliveries showing thereon complete information as to name and address of vendor, date of delivery, and kind and quantity of product delivered and excluding only information as to unit price and total amount charged by the vendor to said Lessee.

(7) All such monthly reports, invoices, and/or certified delivery tickets shall be retained by County for its records.

(8) For the right and privilege of storing and selling aviation fuels and oils, Lessee shall pay County as provided in Paragraph 4(B)(2)(b) herein.

(9) Lessee shall adopt reasonable safeguards and precautions in the storage and handling of aviation fuels and oils and agrees to abide by all applicable laws of the United States and the State of Wisconsin, ordinances and codes of the City of Milwaukee and the County of Milwaukee, regulations of the Federal Aviation Administration, and rules and regulations of the Airport, all governing the storage and handling of aviation products. Trucks and other types of mobile units shall be used for transporting aviation fuels from fuel farm storage tanks to planes for the servicing thereof.

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(10) Upon termination of this Agreement for any reason or in the event of the abandonment of fuel tanks, pipes and dispensing equipment at any time by Lessee, at County's option, Lessee shall at its own expense provide for the removal thereof, fill in any excavations and restore the ground surface to its condition prior to their installation, all in compliance with then applicable Environmental Requirements.

(11) Lessee is responsible for and agrees to comply with all federal, state, and local laws regarding the installation, use, maintenance and monitoring of fuel storage tanks, including the above stated tank removal, and will correct any deficiencies.

D. Storage and Sale of Non-aviation Fuels

(1) Nothing contained in this Agreement shall be construed as granting Lessee the exclusive right to dispense non-aviation fuels and oils on the Airport, it being expressly under-stood that County reserves the right to permit other firms who may desire, are qualified to engage in, and do engage in the storage and dispensing of non-aviation fuels and oils.

(2) Lessee shall furnish and maintain at its expense, or cause to be furnished and maintained at no expense to County, adequate equipment and facilities for storing, dispensing, and handling non-aviation fuels and oils, the equipment and facilities for non-aviation fuels to be located on the Airport at a site or sites to be designated by the Airport Director.

(3) Lessee shall maintain an accurate record of all deliveries of non-aviation fuels and oils to it, which record shall be subject to examination and audit at the pleasure of County's authorized representative at all reasonable hours.

(4) On or before the fifteenth (15th) day of the calendar month next succeeding the month in which such non-aviation fuels

and oils were delivered, Lessee shall file with the Airport Director a report evidencing the total number of gallons of non-aviation fuels and oils delivered to it during the month. Each such report shall be accompanied, at the option of Lessee, by:

(a) Either true and correct copies of all vendors' invoices covering all deliveries of non-aviation fuels and oils to it; or

(b) Certified copies of vendors' delivery tickets covering all such deliveries showing thereon complete information as to name and address of vendor, date of delivery, and kind and quantity of product delivered and excluding only information as to unit price and total amount charged by the vendor to said Lessee.

(5) All such monthly reports, invoices, and/or certified delivery tickets shall be retained by County for its records.

(6) For the right and privilege of storing and selling non-aviation fuels and oils, Lessee shall pay County the same fees as for aviation fuels and oils as provided in Paragraph 4(B)(2)(b) herein.

(7) Lessee shall adopt reasonable safeguards and precautions in the storage and handling of non-aviation fuels and oils and agrees to abide by all applicable laws of the United States and the State of Wisconsin, ordinances and codes of the City of Milwaukee and the County of Milwaukee, regulations of the Federal Aviation Administration, and rules and regulations of the Airport, all governing the storage and handling of fuel products.

(8) Upon termination of this Agreement for any reason or in the event of the abandonment of fuel tanks, pipes and dispensing equipment at any time by Lessee, at County's option, Lessee shall at its own expense provide for the removal thereof, fill in any excavations and restore the

ground surface to its condition prior to their installation, all in compliance with then applicable environmental requirements.

(9) Lessee is responsible for and agrees to comply with all federal, state, and local laws regarding the installation, use, maintenance and monitoring of fuel storage tanks, including the above stated tank removal, and will correct any deficiencies.

E. Aircraft Parking and Tie-Down

With respect to aircraft tie-down and parking, Lessee shall provide, at its own cost, aircraft tie-down services and aircraft parking services sufficient to meet customer demand, to the reasonable capacity of Lessee's facilities available for such purpose. Charges for aircraft parking and tie-down services shall be reasonable and nondiscriminatory and shall at all times be subject to review and approval by the Airport Director.

F. Ingress and Egress

Subject to applicable federal, state, and local laws, codes, ordinances, and other regulatory measures and the rules and regulations governing the use and operation of the Airport, and subject further at all times to the Airport Director's approval and control, Lessee shall have the right of ingress to and egress from the Leased Premises for itself, its officers, employees, agents, servants, vendors, patrons, and invitees over County provided roadways, and the further right of ingress to and egress from the landing area of the Airport over existing taxiways for airplanes owned, leased, rented, or otherwise utilized by Lessee in connection with its operations at the Airport; aircraft of patrons and others doing business with Lessee; and invitees of Lessee. All Airport roadways, runways, and taxiways shall be used jointly with other tenants on the Airport and other persons and firms having authority to use the Airport and its facilities, and Lessee, its officers, employees, servants, patrons, and

invitees shall not interfere with the rights and privileges granted or accorded such other users by County.

G. Signs, Poles, Antennas, Etc.

Lessee shall have the right to install, operate, and maintain signs on the Leased Premises for the purpose of identifying Lessee and advertising its services, provided, however, that the number, content, type and design, size and location thereof, and the method of installation of all such signs shall be subject to the prior approval of County's Airport Director. Such approval not to be unreasonably withheld or delayed. Lessee is prohibited from erecting or causing to be erected on the Leased Premises any antennas, poles, and overhead wires without the written consent of County's Airport Director.

H. Limitations on Lessee's Activities

(1) Lessee is specifically prohibited from engaging in the following activities either by itself, through a nominee, or by contract or other arrangement with a third party:

(a) The operation of a salvage yard or the storage and resale of aircraft parts and supplies not normally needed for a standard inventory.

(b) The transportation of persons and/or property by air on a scheduled basis, excluding U.S. Mail.

(2) Lessee agrees that it will not engage in the operation of a car rental business. However, Lessee shall be permitted to enter into an Agreement with a recognized and reputable car rental agency to furnish a reasonable number of automobiles for rental for the convenience of the airport patrons.

(3) Lessee agrees that it will not at any time engage in any other business or activity on the Leased Premises or anywhere on the Airport other than those activities specifically authorized herein under the terms of this Agreement.

(4) Lessee agrees that it will not engage in any unfair competitive practices in the solicitation of business to

the detriment and reputation of the Airport as a whole, such as tie-in service Agreements or price-cutting. Promiscuous solicitation of trade on the Airport inconsistent with the express intent of this Agreement, interfering with the regular and normal flow of traffic or in any way creating a hazard to the safe operation of the Airport, is strictly prohibited.

(5) Any Agreement between Fixed Base Operators, if more than one, on the Airport providing for a sharing of the services otherwise required to be furnished by them solely and independently is prohibited. The rights granted hereunder and the obligations created hereby are exclusive and cannot be sold, transferred, assigned, sublet, or otherwise disposed of during the term of this Agreement without the prior approval of County's Board of Supervisors.

6. RIGHTS AND PRIVILEGES RESERVED BY COUNTY

A. During the time of war or national emergency, County shall have the right to lease the Airport or any part thereof to the U.S. Government for military or naval use; and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions in the lease to the Government, shall be suspended, including the payment by Lessee of all rental and fees due to County for said period.

B. County shall have the right to further develop the Airport or any portion thereof as County sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by Lessee. If feasible, such development shall be accomplished in a manner as to cause Lessee as little disruption of Lessee's business as possible.

C. County shall have 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 causing to be erected any structure on the Airport which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to persons or aircraft.

D. County shall have the right, at any and all reasonable times, to enter upon the Leased Premises for the reason and to the extent necessary to protect County's rights and interests, to provide for periodic inspection of the Leased Premises regarding safety, fire, and other possible hazards, and to verify and/or investigate Lessee's compliance with the terms of this Agreement.

E. County shall have the right to promulgate, adopt, modify, and amend from time to time and to enforce reasonable and nondiscriminatory ordinances, codes, rules, and other forms of regulatory measures with respect to the use of the premises and facilities of the Airport, provided such regulations shall not be inconsistent with safety and with rules, regulations, and orders of the Federal Aviation Administration or its successor agency with respect to aircraft operations at the Airport or incompatible with federal, state, and local municipal laws, ordinances, codes, and regulations now existing or as may hereafter be created, adopted, amended, modified, or changed.

F. County shall have the right to enter upon the Leased Premises to install, modify, relocate, repair, and maintain any portions of underground utility mains and ducts, to construct, repair, and maintain paved areas and to repair and maintain buildings and structures under lease to Lessee and located within the Leased Premises. County shall at its cost restore any ground or paved surfaces on said premises as may be disturbed by such work, without cost to Lessee, and shall endeavor to accomplish the work with as little inconvenience as possible to Lessee, its tenants and customers, and the general public.

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7. OBLIGATIONS OF LESSEE

A. Alterations and Improvements

(1) Lessee shall not make any alterations or improvements to the Leased Premises (excluding nonstructural alterations or improvements which cost less than $5,000.00) without the prior written consent of County's Airport Director. If any such alterations are permitted and are not the obligation of the County, Lessee shall pay all costs in connection therewith, including the restoration of the Leased Premises to the condition which existed prior to the making of such alterations by Lessee, provided such restoration is demanded by County.

(2) Replacement or Removal

Lessee shall not replace or remove, in whole or in part, any elements of the leasehold improvements and fixtures in the Leased Premises without the prior written consent of County's Airport Director (such approval not to be unreasonably withheld or delayed), who may, at his/her discretion, condition such consent upon the obligation of Lessee to replace same by an improvement specified in such consent.

(3) Title

Any additional improvements made to the Leased Premises shall remain the property of the Lessee until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), at which time said improvements shall become the property of the County. With respect to the above ground fuel tanks and dispensing equipment identified in Paragraphs 5(C)(3) and 5(D)(2), said tanks will remain titled to Lessee and removed by Lessee at County's option, as further identified

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in Paragraphs 5(C)(10) and (11) and Paragraphs 5(D)(8) and (9).

B. Management and Personnel

Lessee shall maintain, at all times, a responsible person in charge to supervise Lessee's operations on the Airport and with authorization to represent and act for and on behalf of Lessee. Lessee shall furnish, at its own cost, all personnel required for the efficient and proper functioning of said operation on the Airport. Lessee's employees shall be clean, courteous, efficient, and neat in appearance and such employees shall be trained to perform any and all of the customer and other services contemplated under this Agreement. Lessee shall not employ any person or persons in or about said Airport who shall use improper language or act in a loud, boisterous, or otherwise improper manner.

C. Collection of Landing Fees

Lessee agrees that it shall and will collect aircraft landing fees at the Leased Premises, if and when established by County, and further agrees that in the event of such happening it will maintain records and make reports to County thereon in accordance with procedures prescribed by County at the time such charges become effective, including payments to County as provided in Paragraph 4(B)(2)(a) herein.

D. Payment of License Fees, Permits, Taxes, Etc.

Lessee shall, at its cost, obtain and pay for all licenses, permits, or other similar authorizations required under federal, state, or local laws or regulations insofar as they are necessary for and prerequisite to the conduct of Lessee's business as contemplated herein and to comply with the requirements of this Agreement and the privileges extended hereunder. Lessee shall pay all lawful taxes or assessments that may be levied against Lessee's personal property located in, on, or about the Leased Premises.

E. Compliance With Laws, Ordinances, Codes, and Regulations

Lessee, its officers, employees, agents, and permitted sub-lessees shall comply with all applicable federal, state, or local laws, ordinances, codes, and other regulatory measures or the rules and regulations governing the use, operation, and control of the Airport, including the Minimum Standards adopted by County's Board of Supervisors on July 12, 1966, all as may now be in existence or as may hereafter be amended or modified.

F. Utility Services

Lessee, at its own cost, shall pay promptly to the respective utility companies for metered water, gas, electric, and other utility services which may be levied, taxed or assessed against the Leased Premises irrespective of buildings identified in Paragraph 2 above and shall pay for telephone services when and as due bills are presented to it. If at any time such services or a portion thereof are furnished by County, Lessee shall pay County for such services at the respective utility company's prevailing retail rates.

G. Heating

Lessee shall, control ordinary heat furnished by County in the Main Hangar Building, twenty-four (24) hours a day, seven (7) days a week, to the minimum temperature required by laws or ordinances applicable to public buildings in the municipality in which the building on the Airport is located.

H. Maintenance and Repair of Premises

(1) Routine Maintenance

(a) Lessee has examined the Leased Premises prior to and as a condition precedent to the execution of this Agreement and is satisfied with the physical condition of said Leased Premises. Except as otherwise specifically set forth in Paragraph 8 and Exhibit B, Lessee agrees that it shall faithfully and fully maintain the Leased Premises and all improvements constructed and installed thereon, including all

structural elements, in good condition and state of repair and in a safe and sightly condition, to the reasonable satisfaction of the Airport Director, during the entire term of this Agreement or any extensions thereof, including, without limitation because of enumeration, the proper lubrication of hangar door rollers, window sash pivots, motors, pumps, and any other mechanical equipment; care of the heating system, with particular respect to the use of proper and sufficient boiler compound to prevent scaling; and periodic inspection and care of tie-down facilities to maintain them in a safe and suitable condition. In the event the Leased Premises shall not be so kept by Lessee, County may enter the Leased Premises (without such entering causing or constituting a termination of this Agreement or an interference with the provision of the premises by Lessee) and do all things necessary to restore the Leased Premises to the condition required of Lessee by this Agreement, charging the cost and expense thereof to Lessee, and Lessee agrees to pay County for all such costs and expenses in addition to the rentals, fees, and charges herein provided.

(b) The general maintenance and repair of Lessee's equipment within the Leased Premises shall be the responsibility of the Lessee. It shall be the responsibility of Lessee to maintain a list of qualified contractors to respond to needs for immediate repairs to their own equipment. County will not be requested to repair or maintain equipment which is the responsibility of the Lessee, except in cases of extreme emergency, where lack of immediate attention could result in damage to structures, or which could jeopardize public safety, i.e., broken

pipes, power failures, etc. Lessee shall be responsible for any damages within and outside of the Leased Premises, which are caused by the malfunction or by the failure to repair or maintain Lessee's equipment.

(2) Provision and Maintenance of Public Facilities

Lessee shall provide and maintain at its expense, for public use, a well-lit and heated lounge area conforming to all state, county, and municipal standards and requirements. The area shall be equipped with clean, safe, and attractive equipment, furniture, and furnishings. Lessee shall also maintain the existing public washroom facilities on the first floor of the building in a clean and sanitary condition at all times and at its cost provide all necessary washroom supplies such as paper toweling, toilet tissues, deodorizers, sanitizers, insecticides, liquid or hand soaps, and other similar items.

(3) Custodial Services

Lessee shall at all times maintain the Leased Premises in a safe, clean, and attractive condition, to the reasonable satisfaction of the Airport Director. Such obligation shall include the washing of walls, finished ceilings, and the interior and exterior surfaces of glass windows and doors and the dusting, sweeping, and mopping (including waxing, if pertinent) of floors, most particularly in the areas in said building exposed to public view. Lessee shall also be responsible for the periodic painting of interior walls and ceilings and the exposed structural elements of the buildings to prevent rust and corrosion and the supplying and re-lamping of all lights, incandescent and fluorescent, including starters and ballast. Lessee shall, at its own cost, provide a complete and proper arrangement for the adequate, safe, and sanitary handling and disposal off the premises of the Airport of all trash,

garbage, oil, batteries, solvents, and other hazardous materials caused by or related to the operation of its business or that of its sub-lessees. Piling of boxes, cartons, drums, cans, or other similar items in an unsightly or unsafe manner in, on, or about the Leased Premises is strictly prohibited.

8. OBLIGATIONS OF COUNTY

A County shall, at its expense, repair and maintain the paved apron within the Leased Premises as may be deemed by it necessary to keep said pavement in good and safe operating condition and maintain all underground utility mains and ducts.

B. County shall keep and maintain the airfield and its appurtenances, including lighting, runways, and taxiways, in such condition during the term of this Agreement as will permit the regular safe landing and taking off of Lessee's aircraft in the regular conduct of its business or the planes of its permitted sub-lessees, patrons, and invitees; provided that, in the event of snowstorms, County shall have a reasonable time within which to clear the runways, taxiways, ramps, and roadways, it being understood and agreed between County and Lessee that such work shall be done by County or a nominee of County in accordance with pre-established priorities as determined from time to time by County's Airport Director and as detailed and described in Exhibit B, Pages 1 of 2 and 2 of 2, Dated July 1, 2011, attached hereto and made a part hereof.

C. County shall, at its expense, furnish ordinary heat in the Main Hangar Building twenty-four (24) hours a day, seven (7) days a week, to the minimum temperature required by laws or ordinances applicable to public buildings in the municipality in which the Main Hangar Building at the Airport is located.

D. County shall be responsible, at its cost, for the CCTV Camera and Monitor attached to the northeast corner of the Main Hangar.

9. INDEMNITY

Lessee agrees to the fullest extent permitted by law to indemnify, defend and hold the Lessor harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorney fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Lessee, or its agents which may arise out of or are connected with the activities or operations of Lessee covered by this Agreement, including any claim or award of damages arising out of US patent, trademark or copyright infringement, all without the Lessor waiving any governmental immunity or other right available to the Lessor under Wisconsin Law.

10. INSURANCE

A. Without limiting the Lessee's obligation to indemnify the County of Milwaukee, and prior to the commencement of any operations, under this Agreement, Lessee shall furnish an original or electronic copy of Certificate(s) of Insurance to the Airport, which shall be completed by a broker or an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the Airport. The Airport shall have no duty to perform under this Agreement until such certificate shall have been delivered to the Airport, and no officer or employee other than the Risk Manager shall have authority to waive this requirement.

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B. County reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof, and to modify insurance coverage and their limits when deemed necessary and prudent by County's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will County allow modification whereupon the Airport may incur increased risk.

C. Lessee's financial integrity is of interest to the County, therefore, subject to Lessee's right to maintain reasonable deductibles in such amounts as are approved by the County, Lessee shall obtain and maintain in full force and effect for the duration of this Agreement and any extension thereof, at Lessee's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lesser, in the following types:

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TO BE REVIEWED BY RISK MANAGEMENT

TYPE OF INSURANCE	LIMITS OF LIABILITY
Comprehensive General Liability To include coverage for the following:	
·General Aggregate	$ per occurrence; $ general aggregate or its equivalent in Umbrella or Excess Liability coverage.
(A) Premise/Operations	$
(B) Pollution Liability	$ /occurrence/annual aggregate $ /self-insurance retention
(C) Products/Completed Operations	$
(D) Contractual Liability	$
(E) Explosion, Collapse. Underground	$
(F) Fire legal liability	$
Hangarkeeper's Liability	
Each aircraft	$
Each loss	$
Owned Aircraft Liability	
Each Occurrence (where applicable)	$
Business Automobile Liability (airside and landside)	Combined Single Limit for Bodily Injury and Property Damage of $
·Scheduled Autos	
·Owned/Leased Automobiles	
·Non-owned Automobiles	

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·Hired Automobiles	
Worker's Compensation	Statutory
·Employer's Liability	$100,000/$500,000/$100,000
·Property Insurance	Value of Airline Property on premises, to include improvements and betterments.

D. The Airport shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the Airport, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by Airport, the Lessee shall exercise reasonable efforts to accomplish such changes in policy, and shall pay the cost thereof.

E. Lessee agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

(1) Name the County of Milwaukee and its officers, employees, agents and elected representatives as additional insured's as respects operations and activities of, or on behalf of the named insured performed under contract with the Airport, on Comprehensive General Liability and Automobile Liability;

(2) The Lessee's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by the County of Milwaukee for liability arising out of Lessee's operations under the contract with the Airport;

(3) Provide for provision stating that the Lessee's insurance

is primary without right of contribution from any insurance maintained by Airport and/or County of Milwaukee arising out of operations of Lessee.

(4) Worker's compensation and employers' liability policy will provide a waiver of subrogation in favor of the County of Milwaukee.

F. Lessee shall notify the County in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days' notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the Airport at the following address:

Airport Properties Manager
Milwaukee County Airports
General Mitchell International Airport
5300 S. Howell Avenue
Milwaukee, WI 53207-6189

G. The proceeds for any such insurance, paid on account of fire, explosion or other damage shall be used to defray the cost of repairing, restoring or reconstructing said improvements, as necessary.

H. It is expressly understood and agreed that all operations of Lessee under this Agreement between Airport and Lessee shall be covered by such policies of insurance or self-insurance as approved by the County's Risk Manager and that all personal property placed in the Leased Premises shall be at the sole risk of Lessee. The procuring of policies of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Agreement. Lessee's obligations are notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at

or upon the Airport.

I. County shall insure or cause to be insured at all times during the term of this Agreement, with a responsible insurance company, companies, or carriers authorized and qualified under the laws of the State of Wisconsin to assume the risk thereof, to the extent insurable, all of County's buildings, structures, fixtures and fixed equipment on the Airport System against direct physical damage or loss from fire and against the hazards and risks covered under extended coverage in an amount of the insurable value of the property. Provided, however, that County may self-insure the policy deductible, and if it shall do so, and if there shall be a physical damage or loss from fire or hazards or risks of less than the deductible, the said loss shall become part of the residual cost for the year of said loss and charged against the appropriate Cost Center; provided further that if at any time County shall be unable to obtain insurance coverage to the extent above required, County shall maintain such insurance to the extent reasonably obtainable.

11. ENVIRONMENTAL IMPAIRMENT AND HAZARDOUS MATERIAL FINANCIAL AND LEGAL RESPONSIBILITY

A. Definitions

(1) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or (iii) which is toxic,

explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; of (iv) the presence of which on the Leased Premises or other property owned or leased by County causes or threatens to cause a nuisance upon the Leased Premises or to the health or safety of persons on or about the Leased Premises; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation.

(2) "Environmental Requirements" means all applicable past, present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to, best management practices, reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of hazardous materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(3) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys' fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Requirements pertaining to the Leased Premises including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Leased Premises, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of Lessee or County; (ii) diminution in the value of the Leased Premises, and damages for the loss of or restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Leased Premises; (iii) fees incurred for the services of attorneys, consultants, contractor, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any Federal, State or local governmental agency or political subdivision, or reasonable necessary to make full economic use of the Leased Premises or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify

such person or agency for fees expended in connection with the items referenced in this subparagraph.

B. Representations and Warranties

(1) With the exception of any prior activities of Lessee prior to execution of the lease Agreement involving Hazardous Materials or to the extent such activities have caused Environmental Damages, County hereby represents to Lessee that, to the best of its knowledge, as of the date hereof, the Leased Premises are free of any adverse environmental conditions and that there are not Hazardous Materials upon, or beneath the Leased Premises.

(2) County represents and warrants that it has all permits and licenses required to be issued to it by any governmental authority on account of any and all of its activities on the Leased Premises and other properties at the Airport, and that it is in full compliance with the terms and conditions of such permits and licenses. No change in the facts or circumstances reported or assumed in the application for or gathering of such permits or licenses exists, and such permits and licenses are in full force and effect.

(3) Any subsequent representations and all warranties as set forth in this Paragraph 12 shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of County's interest in the Leased Premises or other properties adjacent thereto (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise), except as to such representations and warranties as may be affected by any investigation by or on behalf of either party, or by any information which either party may have or obtain with respect thereto.

C. Financial and Legal Responsibility of County and Lessee

(1) County's Financial and Legal Responsibility

(a) Except for prior activities of Lessee with regard to the Leased Premises which create or could have created environmental damage, County shall, subject to any claim it may have against any other party, bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous Materials upon or beneath the Leased Premises which are caused by County or which migrate thereto from any source, or arising in any manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against County, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.

(b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:

i) Except as identified in Paragraph 11(C)(1)(a), those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises after Lessee's initial and continuous occupancy of same; or

ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move onto or under the Leased Premises including by way of discharge, dumping, or spilling, accidental or otherwise during the term of this Agreement, as a result of County's, its agent's, employee's, lessee's (except Lessee) and predecessors in interest's, invitee's, successor's and assign's

intentional or negligent acts, omissions or willful misconduct.

iii) In no event will County bear financial responsibility or legal liability for Hazardous Materials present or Environmental Damage that is the result of any wrongful, intentional, or negligent act or omission, willful misconduct, direct or indirect acts of Lessee or its agents, representatives, employees, contractors, subcontractors or invitees.

(2) Lessee's Financial and Legal Responsibility

(a) Lessee shall bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous Materials upon or beneath the Leased Premises except as provided in (1) County's Financial and Legal Responsibility above, or arising in any other manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against Lessee, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.

(b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:

i) Those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises after Lessee's initial and continuous occupancy of same; or

ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move from the Leased Premises to other areas within or adjacent to the Airport, including by way of

discharge, dumping, or spilling, accidental or otherwise during the term of this Agreement, as a result of Lessee's, its agent's, employee's, in interest's, invitee's, successor's and assign's intentional or negligent acts, omissions or willful misconduct.

iii) Such financial responsibility shall include, but not be limited to, the burden and expense of defending all suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against Lessee or County and its directors, officers, shareholders, employees, elected officials, legal successors, assigns, agents, contractors, subcontractors, experts, licensees and invitees, and obligation to remediate as further described in Paragraph 11(D).

(iv) Such financial responsibility shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Leased Premises or other properties adjacent thereto, (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise).

D. <u>Obligation to Remediate</u>

(1) Subject to and as a result of Paragraph 11(C), County shall at its sole cost and expense, promptly take all actions required by any federal, state, or local governmental agency or political subdivision or actions reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises consistent with

the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, or other properties adjacent thereto subject to the jurisdiction of the County, of a Hazardous Material or by failure to comply with Environmental Requirements, which were caused by County, its agents, employees, lessees (except Lessee), predecessors in interest, contractors, invitees, successors, and assigns, except to the extent caused by the Lessee, and/or its directors, officer, shareholders, employees, agents, contractors, subcontractors, experts, licensees and invitees. This obligation to remediate shall include the off-site migration of Hazardous Materials onto the Leased Premises regardless of the cause, unless caused by Lessee. County, in its performance of the above-described obligations, shall not unreasonably disrupt Lessee's operations.

(2) To the extent caused by the Lessee and/or its directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees and invites, Lessee shall at its sole cost and expense, promptly take all actions required by any federal, state, or local governmental agency or political subdivision or actions reasonable necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises or other areas within the Airport or adjacent thereto consistent with the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, of a Hazardous Material or by failure to comply with Environmental Requirements, and Lessee shall promptly pay any fines, forfeiture or penalties occasioned thereby. This obligation to remediate shall include the offsite migration of Hazardous Materials onto other areas within the Airport or that are otherwise subject to the jurisdiction of County, which are caused by Lessee.

(3) Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises and any such adjacent properties subject to the jurisdiction of the County, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, monitoring or restoration work, whether on or off said properties. County or Lessee, as the case may be, shall take all reasonable actions necessary to restore the Leased Premises to the condition existing prior to the introduction of Hazardous Material upon, or beneath the Leased Premises or such adjacent properties subject to the jurisdiction of the County, notwithstanding any lesser standard or remediation allowable under applicable law or governmental practice or policies.

(E) Lessee's Obligations and Requirements

(1) Lessee hereby agrees and intends that it will likewise comply with and be bound to County by the same obligations and requirements by which County is bound to Lessee as described in Paragraphs 11(A) through (D) as if fully set forth herein. It is the intention of the County and Lessee to impose reciprocal duties, obligations, responsibility and requirements upon each other and accept same regarding financial and legal responsibility for Hazardous Materials, Environment Impairment and Damage except as otherwise provided herein.

(2) Ninety (90) days prior to the termination of this Agreement for any reason, whether by Lapse of Time or otherwise, Lessee shall, at its sole cost and expense, provide a Phase I Environmental Site Assessment (ESA) or its equivalent performed by a mutually agreed upon and acceptable consultant. In the event said ESA indicates a condition that is violative of any of the terms, conditions or covenants of Paragraph 11 of this Agreement, Lessee shall

have a Phase II ESA prepared. Lessee shall have the obligation to remediate any environmental contamination that Lessee is responsible for pursuant to the terms of this Agreement.

(F) Notification

(1) If either Lessee or County shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of County or Lessee for Environmental Damages in connection with the Leased Premises or adjacent properties, or past or present activities of any person thereon, including, but not limited to, notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction relating to same, then County or Lessee shall deliver to the other party, within thirty (30) days of the receipt of such notice or communication, written notice of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of either party to defend or otherwise respond to any such notification.

(2) Lessee shall submit Hazard Communication Standard 29 CFR 1910.1200 Material Safety Data Sheet on each chemical substance present to the Airport Fire Department.

12. NOISE ABATEMENT

A. Lessor and Lessee agree that Lessor does not, in any manner, either expressly or impliedly, covenant or represent that the Leased Premises may be used free from any noise restrictions that may now or hereafter be in force with regard thereto and that Lessee shall bear sole responsibility for the extent of noise

created by its use of the Leased Premises.

B. Lessee shall abide with all standards established for engine run-up, engine maintenance, and noise abatement rules, regulations and procedures as set forth by Federal regulation, Milwaukee County Ordinance, and/or Airport policies developed for aircraft operations at the Airport.

C. From time to time the County may adopt and enforce policies, rules and regulations with respect to noise abatement and use of the Airport. Lessee agrees to observe and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same including compliance with the Airport's noise abatement policies and procedures, as promulgated. Lessee agrees to observe and obey any and all such rules and regulations and all other applicable Federal, State and local rules and regulations.

13. NONDISCRIMINATION

Lessee, for itself, its personal representatives, 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 (1) no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) 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, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, 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. That in the event of breach of any of the above nondiscrimination covenants for which Lessee has not provided a satisfactory remedy or cure, County shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

14. AFFIRMATIVE ACTION

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, 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 sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

15. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

A. Section 56.17(1a)

In the performance of work or execution of this Agreement, the Lessee shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Lessee will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the

nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Lessee for use in completing the Agreement.

B. Section 56.17(1d)

The Lessee agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Lessee's work force, where these groups may have been previously underutilized and underrepresented. The Lessee also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

C. A violation of this provision shall be determined by a court of competent jurisdiction for which Lessee has not affected a satisfactory remedy or cure.

16. EMINENT DOMAIN

A. In the event that the United States of America or the State of Wisconsin shall acquire title to the Airport or to the Leased Premises, by exercise of eminent domain or any other power, Lessee shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.

B. If County at any time during the term of this Agreement shall determine by resolution of its County Board that it needs the use of the Leased Premises for whatever purpose, including relocation or extension of any of the facilities of the Airport, or if it

shall determine by resolution of its said County Board that termination of this Agreement or any renewal thereof is, in good faith, necessary to secure Federal financial aid for the development and promotion of aeronautical operations thereon, County shall have the right to terminate this Agreement, or portions thereof, upon twelve (12) months' advance written notice to Lessee.

C. Lessee shall be entitled to reasonable compensation for the value of its leasehold interest computed and/or appraised at its then present value upon termination as described herein. County and Lessee shall select a mutually agreeable appraiser to determine the then present value of said remaining leasehold interest, said determination to reflect any contingency for hazardous materials abatement or remediation. County shall remit said compensation to Lessee within sixty (60) days of the appraiser's determination and calculation.

17. UNTENANTABLE PREMISES

A. If any of County's buildings within the Leased Premises are partially damaged by fire or other casualty, but not rendered untenantable, as determined by County, County shall repair same at its own cost and expense, subject to the limitations of Paragraph 17(E); provided, however, that if the damage is caused by the negligent act or omission of Lessee, its sub-lessees, agents, or employees, Lessee shall be responsible for reimbursing County for the cost and expenses incurred in such repair.

B. If the damage shall be so extensive as to render the Leased Premises untenantable, as determined by County, but capable of being repaired in sixty (60) days, the same shall be repaired by County at its own cost and expense, subject to the limitations of Paragraph 17(E), and rentals and privilege fees payable by Lessee for the damaged structure shall be proportionately adjusted until such time as the Leased Premises shall be fully restored;

provided, however, that if said damage is caused by the negligent act or omission of Lessee, its sub-lessees, agents or employees, the rental and privilege fees due will not abate and Lessee shall be responsible for reimbursing County for the costs and expense incurred in such repair.

C. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenantable, as determined by County for more than sixty (60) days, Lessee shall have two options:

(1) If said buildings are repaired or reconstructed with due diligence by the County at its own cost and expense, the rental due hereunder for the damaged structures shall be proportionately adjusted until such time as the building shall be fully restored, and Lessee may continue this Agreement; or

(2) If after twelve (12) months from the time of such damage or destruction said buildings shall not have been repaired or reconstructed for Lessee's use, or other reasonable facilities provided in lieu thereof, Lessee may give the County written notice of its intention to then cancel this Agreement in its entirety or to cancel as of the date of such damage or destruction such part of this Agreement as relates only to said building.

D. Notwithstanding Paragraph 17(C), if the Leased Premises are completely destroyed as a result of the negligent acts or omissions of Lessee, rental and privilege fees payable hereunder shall not abate and County may, in its sole discretion, require Lessee to repair and reconstruct the Leased Premises and pay the costs therefore; or County may, in its sole discretion, repair and reconstruct the Leased Premises and Lessee shall be responsible for reimbursing County for the costs and expenses incurred in such repair.

E. It is understood that, in the application of the foregoing Paragraphs 17(A), (B), and (C), County's obligations shall be

limited to repair or reconstruction of the Leased Premises, where applicable, to the same extent and of equal quality as existed on the day prior to the damage or destruction and in accordance with all then applicable rules, regulations, codes and statutes. County will not be responsible for repair or replacement of improvements, furniture, furnishing, equipment or expendables. County will be responsible for only those improvements to which County holds title.

F. In the event that any of the repairs required to be made by County to the Leased Premises shall be of such substantial cost as, in the judgment of County, not to be warranted, County shall not be required to make repairs and the rent for the lost property shall be abated proportionately. If the failure to make such repairs renders the Leased Premises unsuitable for Lessee's intended purposes then Lessee shall be entitled to terminate this Agreement.

18. LIABILITY OF COUNTY

It is specifically understood and agreed that County shall have no liability to Lessee for damage to or loss of property of Lessee, its employees, agents, servants, or patrons, from any cause whatsoever, unless such damage or loss of property shall be caused by negligence or willful misconduct on the part of County, its officers, employees, agents, or servants.

19. ASSIGNMENT AND SUBLETTING

A. Assignment of Agreement

Lessee shall not assign this Agreement or any part thereof without County's prior consent to such assignment and County's prior approval of Lessee's assignee, evidenced by resolution fully adopted by County's Board of Supervisors. The permitted assignee shall not further assign this Agreement or any portion

of it without the written consent of both County and Lessee herein.

B. Subleasing

(1) Non-Aeronautical Tenants

Lessee shall not assign this Agreement or sublet any of the Leased Premises to non-aeronautical tenants without County's prior approval, effectuated by a fully adopted resolution of its County Board of Supervisors. Copies of all such sublease agreements shall be submitted to County's Airport Director and shall be ineffective and invalid until approved in writing by the Airport Director.

(2) Hangar and Tie-Down Tenants

(a) Lessee shall submit to the Airport Director for approval, a standard sublease Agreement it proposes to use for renting hangar space in all hangars. The standard sublease Agreement shall at minimum include provisions that address:

i) Allowed and prohibited uses of the hangar space.

ii) Prohibition of modifications, alterations, or additions to the hangar without the expressed written approval of Lessee.

iii) Rules for ingress and egress to the hangar and hangar areas by aircraft and vehicles.

iv) Prohibition of any commercial activities.

v) Prohibition of storage of flammable liquids, except in proper containers and cabinets.

vi) Provision of periodic inspection of the hangars by Lessee and process for curing defaults.

vii) Requirement for proper disposal of wastes and particularly hazardous wastes.

viii) Subject and subordinate to this lease Agreement. Lessee shall execute and maintain in

force said sublease agreements with hangar tenants.

(b) The right to sublet hangar space or house airplanes owned by others and the right to lease aircraft parking and tie-down space within the Leased Premises is limited to the extent that any Agreement with such sub-lessees shall become null and void upon the termination of this Agreement or any extension thereof, and each such sublease shall contain a provision to this effect. Lessee shall furnish a report to the Airport Director on all aircraft based at its facility as of January 1 of each year, and showing the name of the owner, the make and model of the aircraft, and its registration or license number.

(c) In the rental and/or subletting of hangar space and tie-down space for the accommodation of aircraft of others, Lessee shall not discriminate between any persons or firms desiring such facilities and services when such hangar and tie-down space is available. There shall be no tie-in Agreements which require a prospective tenant to have his aircraft serviced by Lessee herein as a prerequisite to obtaining hangar or tie-down space from Lessee.

(3) Commercial Operators

Lessee shall not assign its rights and privileges described in Paragraph 5(B)(2) nor sublease any of the Leased Premises to other aeronautical commercial operators, either in whole or in part, without the Airport Director's prior written approval. If said permission shall be so granted, both Lessee herein and such commercial operator, subtenant and/or assignee shall be bound by the County's Minimum Standards, if applicable, including, but not limited to, land and building space requirements, and any agreement between Lessee and such commercial operator or

subtenant/assignee shall in all respects be subordinate to this lease Agreement between County and Lessee. Copies of all such sublease agreements shall be submitted to County's Airport Director and shall be ineffective and invalid until approved in writing by the Airport Director. Commercial aeronautical operators subleasing from Lessee are also required to enter into an operating permit with the County.

20. TERMINATION BY COUNTY

This Agreement shall be subject to termination by County in the event of the happening of any one or more of the following contingencies:

A. Lessee shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Lessee's assets is appointed; or if Lessee shall be divested of its rights, powers, and privileges under this contract by other operation of law.

B. Lessee shall abandon its business operations at the Airport.

C. Lessee shall default in or fail to make any payments at the times and in the amounts as required of it under this Agreement.

D. Lessee shall fail to perform, keep, and observe the terms, covenants, and conditions contained in this Agreement required to be performed, kept, and observed by it, including, but not limited to the payment of rentals, fees, and charges in the time and manner and amount as provided in this Agreement, reporting requirements and compliance with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Wisconsin, County of Milwaukee, and Cities of Milwaukee and Wauwatosa, and the rules and regulations governing the use, operation, and control of the Airport.

E. Upon the happening of any one of this contingencies enumerated in Paragraph 20(A), this Agreement shall be deemed to be breached by Lessee and thereupon, ipso facto and without entry or any other action by County, this Agreement shall terminate, subject to being reinstated only if such involuntary bankruptcy or insolvent proceedings, petition for reorganization, trusteeship, receivership, or other legal act divesting Lessee of its rights under this Agreement shall be denied, set aside, vacated, or terminated in Lessee's favor within sixty (60) days from the happening of the contingency. Upon the happening of said latter events, this Agreement shall be reinstated as if there had been no breach occasioned by the happening of said contingencies, provided that Lessee shall, within ten (10) days after the final denial, vacating, or setting aside of such petition on the vacating, terminating, or setting aside of such appointments, pay or discharge any and all sums of money which may have become due under this Agreement in the interim, and shall then remain unpaid, and shall likewise fully perform and discharge all other obligations which may have accrued and become payable in the interim.

F. Upon the happening of any one of the contingencies recited in subsections B, C, and D of this Paragraph 20, County shall give written notice to Lessee to correct or cure such default, failure to perform, or beach; and if, within sixty (60) days from the date of receipt of such notice, the default, failure to perform, or breach complained of shall not have been corrected in a manner satisfactory to County's Airport Director, then in such event, County shall have the right, at one and without further notice to Lessee, to declare this Agreement terminated and to enter upon and take full possession of the Leased Premises.

G. In the event that material defaults, failures to perform, and breaches by Lessee of its obligations under this Agreement shall recur from time to time to such extent that County's Airport Director reasonably concludes that Lessee is an unsatisfactory

tenant, then, upon written recommendation by said Director to County's Board of Supervisors, County may, upon resolution adopted by said Board, terminate this Agreement. Upon the adoption of such resolution, County shall give written notice of such termination to said Lessee and this Agreement shall terminate within ten (10) days from the date of said notice.

21. TERMINATION BY LESSEE

Lessee may cancel this Agreement and terminate all or any of its obligations hereunder at any time Lessee is not in default under the terms hereof by giving thirty (30) days' written notice upon or after the happening of any one of the following events:

A. The permanent abandonment of the Airport as an air terminal.

B. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport and the remaining in force of such injunction for at least ninety (90) days.

C. The breach by County of any of the terms, covenants, and conditions of this Agreement which are to be kept, performed, or observed by it, and the failure of County to remedy such breach within a period of sixty (60) days after written notice from Lessee of the existence of such breach.

D. The assumption by the United States Government or the State of Wisconsin or any authorized agency of either of the operation, control, or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from operating its business, provided such restriction be continued for a period of three (3) months or more.

22. CONTINUITY OF OPERATIONS AND COOPERATION UPON TERMINATION

In the event that Lessee shall be prevented for any reason from furnishing fixed base operation services to the public, County shall have the right to enter immediately upon the Leased Premises with

agents, employees, and servants hired by it and to use Lessee's furniture, furnishings, and equipment and render such service during the period of Lessee's inability, it being understood that none of Lessee's stock shall be used by County except with consent of Lessee and that County shall not be liable under its several insurance obligations required by this Agreement for injury or damage resulting from such operation by County. Gross receipts of such operations by County shall not be included in Lessee's gross receipts for the period.

Lessee agrees to cooperate with the County in the event of any termination of this agreement, with or without cause, so as to ensure that the County may maintain continuity of service delivery.

23. WAIVERS

A. The acceptance of charges and rental and privilege fees by County for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee shall not be deemed a waiver of any rights on the part of County to cancel this Agreement for failure by Lessee to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed.

B. No waiver by County of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by either party either prior to or after either party may have remediated the same, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by either party.

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24. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

If Lessee shall default in the performance of any covenant required to be performed by it by virtue of any provision in this Agreement, Lessor may but shall not be obligated to perform the same for the account and at the expense of Lessee after first having delivered to Lessee at least thirty (30) days written notice of intention to do so or such shorter written notice as may be appropriate under emergency conditions. If Lessor at any time is compelled to pay any sum of money or to do any act which will require the payment of any sum of money, by reason of the failure of Lessee to comply with any provision of this Agreement, or if Lessor elects to make any such payment or to take any such action, which payment or action is reasonably necessary for the protection of Lessor's interest in the Leased Premises, or if Lessor is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with interest at the rate of twelve percent (12%) per annum, penalties, costs and damages, shall be deemed to be additional rent and shall be paid by Lessee to Lessor on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

25. DISPOSITION OF FURNISHINGS, FIXTURES, AND EQUIPMENT UPON TERMINATION

Upon the termination of this Agreement for any reason, Lessee shall forthwith remove from the Leased Premises all goods, chattels, furnishings, fixtures, and equipment owned, leased, rented, or used by Lessee or otherwise in its possession, excluding fixed improvements to the Leased Premises, provided, however that Lessee shall have first paid all rentals and fees due County and shall have settled all valid claims of County against Lessee. If in the removal of such personal property there shall be damage to the fixed improvements, Lessee shall, at its cost, provide for the repair of the fixed improvements so damaged to the reasonable satisfaction of the Airport Director. In

the event Lessee shall fail to comply with the requirements of this Paragraph 26, County shall have the right to remove and store said personal property and to charge the cost and expense thereof to Lessee, and Lessee agrees to pay County all costs so incurred by County.

26. INTERPRETATION OF LEASE

It is understood and agreed that nothing herein contained is intended or should be construed as in anywise creating or establishing the relationship of copartners between the parties hereto or as constituting Lessee as the agent, representative, or employee of County for any purpose or in any manner whatsoever. Lessee is to be and shall remain an independent contractor with respect to all services performed by it under this Agreement, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Old Age Retirement Benefits, Pensions, or Annuities, now or hereafter imposed under any state or federal laws, which are measured by wages, salaries, or other remunerations paid to persons employed by Lessee for work performed under the terms of this Agreement or in connection therewith, and agrees to indemnify and save harmless County from any such contributions or taxes or liability therefore. In interpreting the provisions of this Agreement, the laws of the State of Wisconsin shall prevail.

27. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided that the invalidity of such covenant, condition, or provision does not materially prejudice either County or Lessee in

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their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

28. NOTICES

Notices to County provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Airport Director
Milwaukee County Airports
5300 South Howell Avenue
Milwaukee, WI 53207-6189;

and notices to Lessee shall be sufficient if sent by certified or registered mail, postage prepaid, to:

your name and address;

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

29. GOVERNMENTAL FACILITIES

In the event the Federal Government discontinues the provision and operation of air traffic controls, navigational aids, and other Airport facilities which are now or may hereafter be furnished by it, County shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

30. AIRPORT SECURITY

Lessee agrees that it will at all times be security conscious and will report any suspicious activity to the City of Milwaukee Police Department or the Milwaukee County Sheriff's Department as appropriate.

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31. GOVERNMENTAL RIGHTS

Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by County in the Airport or in any manner waiving or limiting its control over the development, improvement, operation, and maintenance of the Airport or in derogation of such governmental rights as County possesses, except as may be specifically provided for herein.

32. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

33. FAMILIARITY AND COMPLIANCE WITH TERMS

Lessee represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

34. SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of County and Lessee, but also their respective legal representatives, successors, and assigns.

35. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Lessee acknowledges and agrees that it will perform its obligations

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hereunder in compliance with all applicable state, local or federal laws, needs, regulations and orders.

36. FORCE MAJEURE

Neither the County nor the Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of nature, acts of the public enemy, acts of governmental authority, extreme weather conditions, riots, rebellions, sabotage or any other circumstances for which it is not responsible and which are not within its reasonable control.

37. LESSEE CONDUCT

If there is a Request for Proposal (RFP) or an Invitation to Submit a Proposal (ISP) associated with this Lease, during the time that the RFP or ISP is in process, i.e., from the date an RFP is issued by Milwaukee County to the date Lessee is selected and an agreement is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from the Proposer's or Lessee's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this Lease.

38. CODE OF ETHICS

Lessee hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part:

> No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees

vote, official action or judgment would be influenced thereby.

During the period of this Lease, Lessee shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

39. AUTHORITY

Lessee acknowledges that this agreement was sent for execution to the address and place (whether physical or electronic) requested by Lessee and that the person(s) signing this agreement have the full authority to do so and to bind Lessee to its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

APPROVED:

_____
Airport Director Date

Approved as to Execution:

_____
Corporation Counsel Date

Approved with regards to Milwaukee County Ordinance Chapter 42:

_____
Community Business Development Partners Date

Approved as to Wis. Stats. §59.42:

_____
Corporation Counsel Date

MILWAUKEE COUNTY,
a municipal corporation

By _____
Brian Dranzik Date
Director, Dept. of Transportation

Reviewed by Risk Management:

_____
Risk Management Director Date

Approved as to funds available per Wis. Stats. §59.255(2)e):

_____
Comptroller Date

_____
Chris Abele Date
County Executive

COUNTY (or LESSOR)

APPROVED:

NAME OF COMPANY,
a _____ corporation

By _____
Signature Date

Print title:_____

LESSEE

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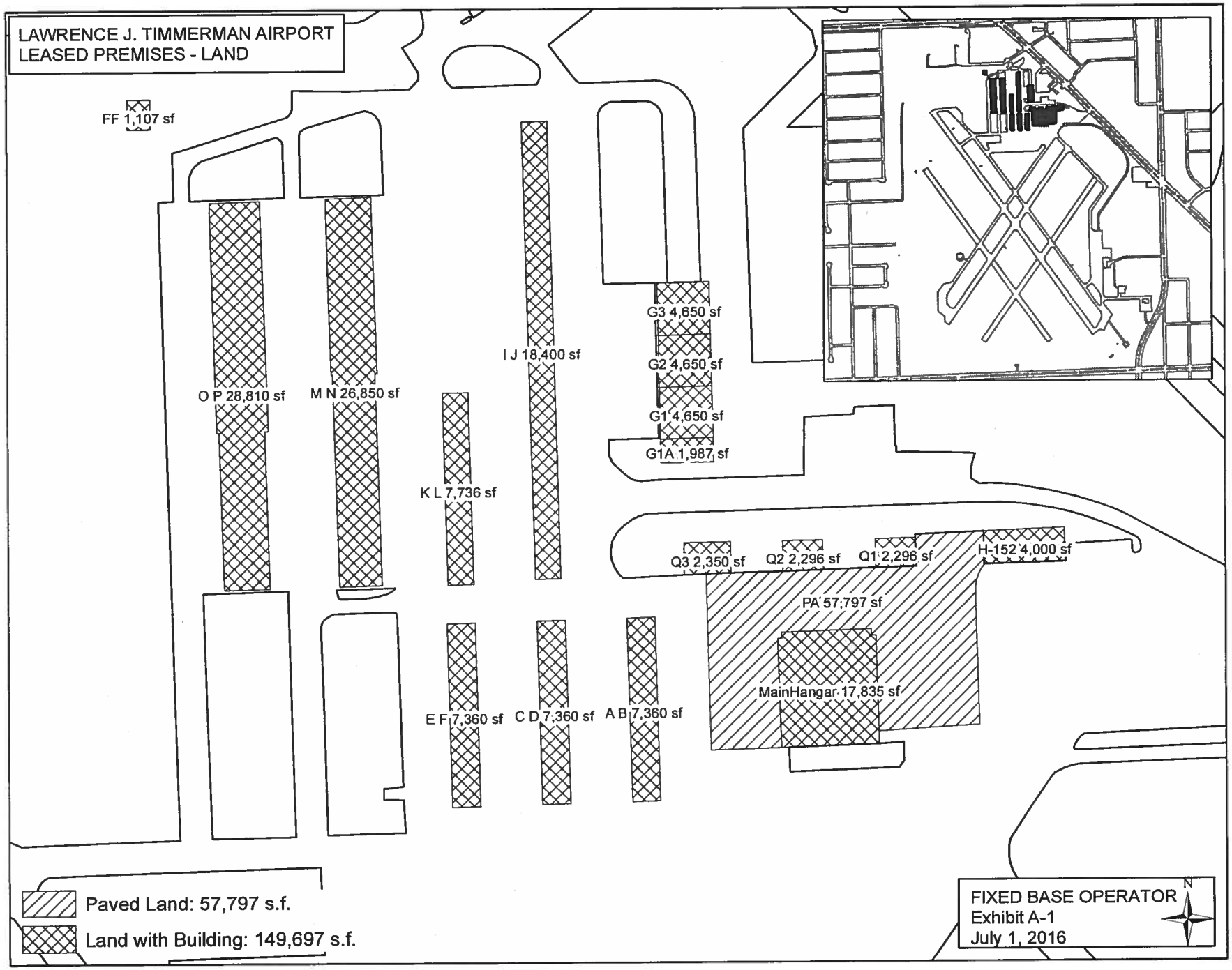
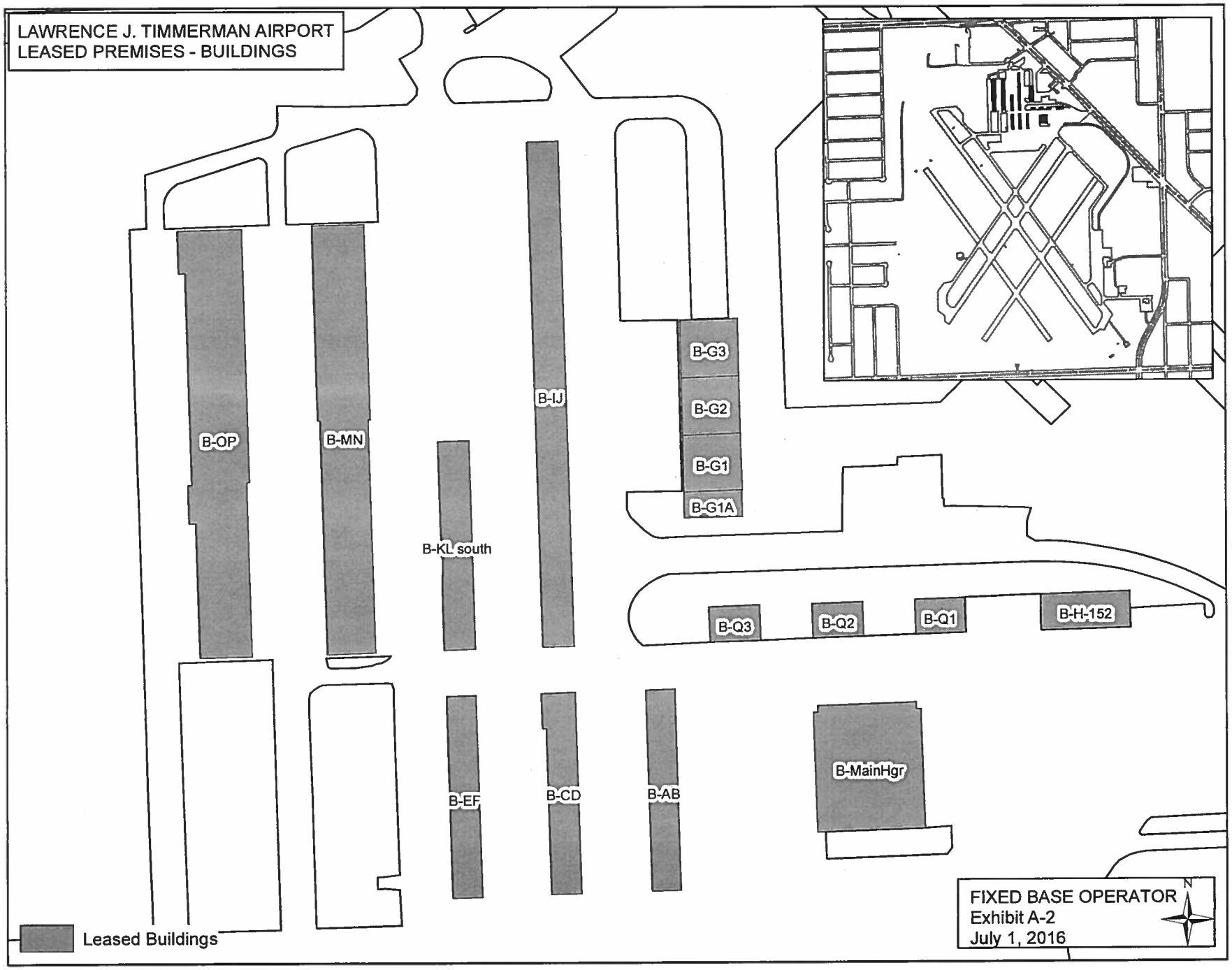

LAWRENCE J. TIMMERMAN AIRPORT
LEASED PREMISES - LAND
FF 1,107 sf
O P 28,810 sf
M N 26,850 sf
K L 7,736 sf
I J 18,400 sf
G3 4,650 sf
G2 4,650 sf
G1 4,650 sf
G1A 1,987 sf
Q3 2,350 sf
Q2 2,296 sf
Q1 2,296 sf
H-152 4,000 sf
PA 57,797 sf
MainHangar 17,835 sf
E F 7,360 sf
C D 7,360 sf
A B 7,360 sf
Paved Land: 57,797 s.f.
Land with Building: 149,697 s.f.
FIXED BASE OPERATOR
Exhibit A-1
July 1, 2016
N


LAWRENCE J. TIMMERMAN AIRPORT
LEASED PREMISES - BUILDINGS
B-OP
B-MN
B-KL south
B-IJ
B-G3
B-G2
B-G1
B-G1A
B-Q3
B-Q2
B-Q1
B-H-152
B-EF
B-CD
B-AB
B-MainHgr
Leased Buildings
FIXED BASE OPERATOR
Exhibit A-2
July 1, 2016
N