

**CHESAPEAKE REGIONAL AIRPORT**

**FIXED BASE OPERATOR SERVICES AGREEMENT AND LEASE**

THIS FIXED BASE OPERATOR SERVICES AGREEMENT AND LEASE (this “Agreement”) is made effective as of January 1, 2024, by and between the Chesapeake Airport Authority, a political subdivision of the Commonwealth of Virginia (the “Authority”), and \_\_\_\_\_, a \_\_\_\_\_ (“Tenant”).

**RECITALS:**

A. The Authority is a political subdivision of the Commonwealth of Virginia and is the owner and operator of the Chesapeake Regional Airport (the “Airport”).

B. Tenant desires to obtain from the Authority the non-exclusive right to operate as a fixed base operator (“FBO”) at the Airport, and the Authority desires to grant to Tenant the non-exclusive right to operate as an FBO at the Airport, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement is twenty (20) years (the “Initial Term”), commencing on January 1, 2024, and ending on December 31, 2044. Upon the expiration of the Initial Term, subject to the approval of the Authority, Tenant shall have the option to extend this Agreement for one additional term of five years on such terms as the Authority shall determine (the “Extension Term”). Tenant shall provide the Authority written notice of its intent to exercise the option to extend at least one hundred twenty (120) days prior to the expiration of the Initial Term (the Initial Term and the Extension Term, if any, are collectively referred to herein as, the “Term”).

2. **Limited Grant of Specialized Aeronautical Services to Tenant.**

(A) During the Term of this Agreement, and provided Tenant is not in default hereunder, the Authority hereby grants to Tenant the non-exclusive right and privilege to operate, conduct and perform the following specifically enumerated specialized aeronautical services and to use, in common with others, the Airport Facilities (defined below) for such services, subject to the terms of this Agreement:

(i) Aircraft maintenance and repair, including sale of aircraft replacement parts;

(ii) Flight training conducted pursuant to Part 61 of the Federal Aviation Regulations, 14 C.F.R. § 61.1, *et seq.*, as the same may be amended from time to time, or operation of a pilot school certificated under Part 141 of the Federal Aviation Regulations, 14 C.F.R. § 141.1,

*et seq.*, as the same may be amended from time to time, including retail sales specifically limited to aviation-related materials (such as aviation charts, instrument approach plates, pilot aids, etc.), and specifically excluding food products; and

(iii) Rental and/or leasing of aircraft.

Notwithstanding anything in Section 2(A)(ii) above to the contrary, Tenant shall be allowed to install or arrange for the installation of a vending machine or machines selling only snack food and drink products; provided, however, that all income derived therefrom shall be included as part of Gross Revenue (defined below) for purposes of the Gross Revenue FBO Fee (defined below).

(B) Tenant understands and acknowledges that Tenant shall use the Airport Facilities only for those purposes expressly authorized by this Agreement and Tenant shall not engage in any unauthorized use of the same. Without limiting the foregoing, Tenant acknowledges and agrees that additional specialized commercial aeronautical services, as enumerated in the Minimum Standards (defined below), are not authorized under this Agreement and may not be undertaken or performed by Tenant at the Airport without the Authority's prior written approval. Additional unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement at the Airport, restricting access on any road, common area or other area at the Airport, any use that would constitute a public or private nuisance or a disturbance or annoyance to other users and occupants of the Airport, any use unrelated to or in violation of this Agreement, and any use that would be prohibited by or would impair coverage under either party's respective policies of insurance.

3. **Airport Facilities.**

(A) Tenant is hereby granted the non-exclusive right and privilege to use the facilities at the Airport to perform the above-mentioned services, including but not limited to, all runways, taxiways, access roads, aprons, and public air navigation facilities at the Airport, and such radio aids, beacons, signals, landing lights, runway lights, or other equipment for flying, landing and taking off of aircraft on the Airport property (collectively, the "Airport Facilities").

(B) Tenant acknowledges and agrees that Tenant has no exclusive right to conduct its operations at the Airport or to use the Airport Facilities, and the Authority may, in its sole and absolute discretion, arrange for or allow others to conduct similar operations at the Airport and to use the Airport Facilities.

(C) Tenant acknowledges that this Agreement does not provide for the lease of any real property or premises directly from the Authority. In the event Tenant desires to lease any real property or premises from the Authority, the parties must enter into a separate lease agreement on terms and conditions acceptable to the Authority.

4. **Charges.**

(A) For the non-exclusive privilege of using the Airport Facilities to conduct the activities described herein during the Term of this Agreement, Tenant hereby agrees to pay to the

Authority, and the Authority agrees to accept from Tenant, the following fees:

(i) A monthly FBO fee (the “Monthly FBO Fee”) in the amount of Four Thousand twenty-five and 00/100 Dollars (\$4025.00) during the Initial Term, which shall be due and payable on or before the fifth (5<sup>th</sup>) day of every month. During the Extension Term, the Monthly FBO Fee shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U); South Region; All items, not seasonally adjusted, 1982-1982 = 100 reference base (the “CPI”), as published by the Bureau of Labor Statistics of the United States Department of Labor, from the month of commencement of the Initial Term to the month for which the most recent CPI figures are available on the date of commencement of the Extension Term; provided, however, that in no event shall the Monthly FBO Fee be less than Four Thousand twenty-five and 00/100 Dollars (\$4025.00); and

(ii) A semi-annual gross revenue FBO fee (the “Gross Revenue FBO Fee”) in the amount of two percent (2%) of Tenant’s Gross Revenue in excess of Two-Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) for any six (6) month period, which shall be due and payable to the Authority at the time the financial statements for such six (6) month period are reported to the Authority pursuant to Section 5 below. “Gross Revenue” shall include all gross income from any of the services provided by Tenant at the Airport, as set forth in this Agreement. For the purpose of determining Gross Revenue from the rental of aircraft that Tenant has under its control through a leaseback agreement with an aircraft owner, only that percentage of the rental fee that is retained by Tenant (normally 15% to 20%) shall be considered to be Gross Revenue. That percentage of the rental fee that is passed through to the aircraft owner (normally 80% to 85% of the total rental fee) shall not be considered to be Gross Revenue. Tenant shall report its rental-related Gross Revenue by aircraft tail number semi-annually.

(iii) A Fuel Flowage fee payable monthly in the amount of seven cents (\$0.07) per gallon on each gallon of fuel sold by the FBO.

(B) The Monthly FBO Fee, the Gross Revenue FBO Fee, and the fuel Flowage Fee are collectively referred to herein as the “Fees.” Tenant shall make payment of the Fees to the Authority without notice at the following address (or such other address as the Authority may designate in writing):

Chesapeake Airport Authority  
2800 Airport Drive  
Chesapeake, Virginia 23323

(C) If Tenant fails to pay when due any Fees required to be paid by Tenant hereunder, a late payment fee in the amount of ten percent (10%) of all amounts then due to the Authority shall be added to the amounts due the Authority. All Fees due under this Agreement, including any late payment charge, shall be paid without abatement, deduction, offset, prior notice or demand. The Authority’s acceptance of any past due amount shall not constitute a waiver of any default under this Agreement.

5. **Reporting Requirements.** Semi-annually during the Term of this Agreement, Tenant shall provide the Authority with a statement of its Gross Revenue derived from FBO activities conducted at the Airport pursuant to this Agreement for the previous six (6) months. Such statements are due no later than February 15<sup>th</sup> of any given year for July 1<sup>st</sup> through December 31<sup>st</sup> of the previous year, and no later than August 15<sup>th</sup> of any given year for January 1<sup>st</sup> through June 30<sup>th</sup> of that year. Additionally, no later than February 15<sup>th</sup> of each year, Tenant shall provide the Authority with copies of all business license applications and renewals for the previous year, itemizing the previous year's Gross Revenues for each business license covering any of the FBO activities conducted at the Airport pursuant to this Agreement.

6. **Compliance with Minimum Standards and Rules and Regulations.** The (i) Minimum Standards for Fixed Base Operators Providing Aeronautical Services to the Public at the Chesapeake Regional Airport (the "Minimum Standards") and (ii) the Rules and Regulations for the Chesapeake Regional Airport (the "Rules and Regulations") are specifically incorporated herein by reference. Tenant understands and acknowledges that these documents impose additional requirements not set forth in this Agreement with which Tenant must comply, and Tenant hereby agrees to comply with all such requirements contained in the Minimum Standards and Rules and Regulations which may be modified at the sole discretion of The Authority from time to time.

7. **Insurance.**

(A) Tenant shall procure and maintain at all times while this Agreement is in effect those various policies of insurance and limits required by Chapter VII of the Rules and Regulations, as the same may be amended from time to time, covering the operations of Tenant at the Airport pursuant to this Agreement, including without limitation, worker's compensation insurance, commercial general liability insurance, business automobile insurance, and aircraft liability insurance.

(B) The Authority shall be named as an additional insured on all policies obtained by Tenant in compliance with the requirements of this Agreement and the Rules and Regulations, and Tenant shall provide evidence of the same to the Authority. All policies of insurance shall provide that the insurance company shall provide at least thirty (30) days' prior written notice to the Authority of cancellation or a reduction in coverage or limits. Furthermore, Tenant shall supply evidence satisfactory to the Authority that these requirements have been met for each renewal of any insurance policy, and each new policy obtained during the Term of this Agreement. The cancellation or other termination of any insurance policy required hereunder shall be a default under this Agreement (subject to cure as set forth in Section 12(A)(ii) of this Agreement), unless another policy has been filed with the Authority and shall be in effect at the time of such cancellation or termination.

(C) The insurance requirements set forth herein and in the Rules and Regulations are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including but not limited to, business interruption claims), whether or not such risks are insured.

8. **Right to Inspect.** Tenant grants to the Authority the right to enter upon the areas of the Airport in which Tenant is conducting its operations pursuant to this Agreement for the purpose of making any inspection the Authority, in its sole discretion, may deem expedient or necessary for the proper enforcement of any of the covenants or conditions of this Agreement. The Authority will provide Tenant with at least twenty-four (24) hours' notice prior to any such inspection, unless the Authority determines, in its sole discretion, that such notice period is unreasonable given the facts and circumstances of the specific situation.

9. **Enjoyment of Rights.** Subject to the complete performance by Tenant of the payment of the Fees and other obligations contained in this Agreement, Tenant shall have and enjoy all the rights and privileges granted herein.

10. **Signs; Use of Name.** No signs or advertising matter of any kind may be constructed, erected, or displayed by Tenant at the Airport without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Tenant shall not use the Authority's name or any logo, trademark, service mark, or symbol of the Authority in any advertising, promotional or sales materials, or on any websites or other internet materials, without the Authority's prior written consent, which consent may be withheld in the Authority's sole discretion.

11. **No Alterations or Improvements.** Tenant shall not make or cause to be made any alteration or improvement to the Airport or the Airport Facilities without the Authority's prior written consent, which consent may be withheld in the Authority's sole discretion.

12. **Default.**

(A) **Default by Tenant.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement:

(i) Tenant fails to timely pay to the Authority any Fees under this Agreement on the date due;

(ii) Tenant fails to comply with any of its obligations or requirements under this Agreement (including but not limited to, failure to comply with the reporting requirements or failure to comply with the Minimum Standards or Rules and Regulations), and Tenant fails to cure same within ten (10) days after receipt of written notice from the Authority of such violation (except in the case of any insurance coverage required to be maintained by Tenant, in which case, the cure period shall be five (5) days);

(iii) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver of trustee which is not dismissed within forty-five (45) days; or

(iv) Tenant petitions for or enters into an agreement for the benefit of creditors or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days.

(B) Remedies. Upon the occurrence of any default by Tenant under this Agreement, the Authority may (at any time) pursue any or all remedies available to the Authority, including but not limited to (i) terminating this Agreement by providing written notification of termination to Tenant, (ii) the Authority may perform such obligation or cure such default on behalf of Tenant, in which event Tenant shall promptly reimburse the Authority for all costs incurred by the Authority in performing such obligation or curing such default on behalf of Tenant, and/or (iii) the Authority may attach a lien to any personal property owned by Tenant and located at the Airport, including without limitation, any and all aircraft owned or controlled by Tenant. Tenant shall pay all costs and damages arising out of a default of this Agreement by Tenant, including but not limited to, attorneys' fees and costs. Notwithstanding any termination or the exercise of any remedies by the Authority, Tenant shall remain liable to pay the Fees required under this Agreement for the remainder of the Term, and Tenant shall pay the Authority on demand for any deficiency in the same.

(C) Default by the Authority. The Authority shall not be in default under this Agreement unless the Authority fails to perform an obligation required by the Authority under this Agreement and the Authority fails to cure same within thirty (30) days after receipt of written notice from Tenant of such obligation. If the nature of the Authority's obligation hereunder is such that more than thirty (30) days are reasonably required for performance or cure, the Authority shall not be in default if the Authority commences performance or cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event the Authority fails to cure such obligation within the aforesaid period, Tenant shall have the right to terminate this Agreement upon written notice to the Authority.

### 13. Indemnification and Waiver.

(A) Tenant agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, representatives, members and employees from and against any and all liabilities, claims, damages, losses, suits, actions, judgments, fines, demands, and expenses of any character, including but not limited to, attorneys' fees and costs of litigation, brought because of or attributable to injury or death to persons or damage to property received or sustained by a third party that arise out of or relate to, or are in consequence of: (i) this Agreement; (ii) the use, occupancy or operations at the Airport by Tenant, its successors, subcontractors, employees or agents; (iii) any wrongful, reckless or negligent acts or omissions of Tenant; or (iv) any other law, ordinance, order or decree. The foregoing indemnity provisions shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or surety provided by Tenant under this Agreement. The indemnity obligation contained herein shall survive the expiration or earlier termination of this Agreement with respect to matters arising before such expiration or earlier termination.

(B) In addition to Tenant's indemnity obligation set forth in Section 13(A) above, Tenant shall, at Tenant's sole cost and expense, repair or replace (to the Authority's sole satisfaction) any damaged property owned by the Authority or other authorized entities operating at the Airport to the extent such damage arises from or relates to an act or omission of Tenant, or its successors,

subcontractors, employees or agents. Tenant shall promptly notify the Authority of any such damage.

(C) Tenant assumes all risk of the use of the Airport and the facilities therein (including without limitation, the Airport Facilities), and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims and causes of action, of every kind and character, that may exist now or in the future (including but not limited to, claims for business interruption and for damage to any aircraft) against the Authority and its officers, agents, representatives, members and employees, arising from or related to the use, occupancy or operations by Tenant at the Airport.

14. **Assignment.** Tenant shall not at any time sell, assign or transfer in any manner whatsoever this Agreement or any of its rights or privileges hereunder, and shall not delegate to another entity any performance under this Agreement, without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. The sale or transfer of (i) the controlling stock of a closed corporation, (ii) the controlling interest in a partnership or limited liability company, or (iii) a controlling interest in any affiliate, whether in a single transaction or as a result of more than one transaction, shall be considered an assignment for purposes of this Section 14. Any purported assignment or delegation of performance in violation of this Section 14 is void and of no effect.

15. **Aircraft Services by Owner or Operator.** Tenant understands and acknowledges that no right or privilege has been granted to Tenant under this Agreement which would operate to prevent any other person, firm, or entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that such other person, firm, or entity may choose to perform.

16. **Airport Development.** The Authority reserves the right to further develop or make improvements to the landing area of the Airport, the Airport Facilities, or any other area of the Airport, as the Authority deems fit or proper in its sole discretion, without interference or hindrance by Tenant.

17. **Compliance with Federal, State and Local Laws, Minimum Standards, and Rules and Regulations.** In addition to complying with the Minimum Standards and the Rules and Regulations published by the Authority, as the same may be amended from time to time, Tenant agrees to conduct all flight and ground activities on the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations, including but not limited to, the Federal Aviation Administration and the Virginia Department of Aviation. Tenant further agrees to obtain and pay for all licenses, permits, approvals, fees, or other similar authorizations or charges required under federal, state or local laws or regulations as are necessary to exercise the privileges extended to Tenant under the terms of this Agreement, and to abide by all federal, state, and local laws and regulations of any agency with jurisdiction over operations or activities at the Airport.

18. **Subordination of Agreement.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States or the Commonwealth of Virginia, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the Commonwealth of Virginia.

19. **Nondiscrimination.** The parties recognize and agree that nothing in this Agreement is intended to grant an exclusive right to provide aeronautical services to the public, as prohibited by 49 U.S.C. § 40103(e) (formerly Section 308 of the Federal Aviation Act of 1958, as amended), as the same may be amended from time to time. Furthermore, Tenant agrees to furnish services on a fair, equal, and not unjustly discriminatory basis, and to charge fair, reasonable, and not unjustly discriminatory prices for its parts or services, provided that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Tenant further agrees not to refuse services to, or to discriminate against any person, for any reason whatsoever, on the grounds of race, creed, religion, color, national origin, sex or any other basis prohibited by federal or state law. Tenant agrees that it shall conduct its operations in compliance 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, as those regulations may be amended from time to time.

20. **Notices.** Any notice, demand, written consent or other communication from one party to the other required or permitted hereunder shall be in writing and (i) hand delivered, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, to the address indicated below. Either party may change its address for notices by giving written notice of such change to the other party as provided for herein.

If to the Authority:

Chesapeake Airport Authority  
Attn: Chris Schrantz, Airport Manager  
Chesapeake Regional Airport  
2800 Airport Drive  
Chesapeake, Virginia 23323

With a copy to:

Woods Rogers Vandeventer Black  
PLC  
Attn: Anita O. Poston, Esq.  
101 West Main Street, Suite 500  
Norfolk, Virginia 23510

If to Tenant:

\_\_\_\_\_  
Attn:  
\_\_\_\_\_  
\_\_\_\_\_

21. **No Representations and Warranties.** Tenant hereby accepts the Airport and the Airport Facilities in their present condition and “AS IS, WHERE IS,” without representation or



warranty of any kind, and subject to all applicable laws. The Authority shall have no obligation to alter, renovate, or otherwise change the Airport or the Airport Facilities. Furthermore, Tenant hereby acknowledges and agrees that the Authority does not make, and has not made, any representation, warranty, assurance or guaranty that this Agreement, and the operations conducted by Tenant hereunder, will generate any minimum, maximum, or optimum volume of activity or service by Tenant at the Airport, or that any minimum, maximum or optimum volume of business or revenue will occur.

22. **Dispute Resolution.**

(A) Tenant agrees to submit all claims related to this Agreement in writing to the Airport Manager within ten (10) days of the discovery of the occurrence allegedly giving rise to such claim. Any claim or dispute not timely submitted to the Airport Manager is deemed to be waived.

(B) The Airport Manager shall respond to such written claim within fifteen (15) days of the receipt of the claim by either: (i) making a written determination with respect to the claim; or (ii) making a written request for additional information. If requested, Tenant shall provide all requested additional information within seven (7) days of the date of the Airport Manager's request, or the claim is waived. Thereafter, the Airport Manager shall make a written determination with respect to the claim within fifteen (15) days after receipt of the additional information. In either case, the Airport Manager's written determination shall be final and conclusive unless within thirty (30) days from the date of the Airport Manager's written determination, Tenant requests, in writing, an appeal to the Authority's Board of Commissioners (the "Board"), stating specifically all grounds of appeal.

(C) The Board shall use its best efforts to hear any such appeal within ninety (90) days after the Board's receipt of the written appeal. At such hearing, Tenant shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Board in its sole discretion. The decision of the Board shall be final and conclusive unless appealed by Tenant within thirty (30) days to the Circuit Court for the City of Chesapeake and found by the Circuit Court of the City of Chesapeake to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Circuit Court for the City of Chesapeake has exclusive jurisdiction and venue with respect to all disputes arising from or under this Agreement, regardless of the nature or basis. Tenant hereby consents to the jurisdiction of the aforesaid court and waives personal service of any and all process upon Tenant, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to Tenant at the address herein stated, and service so made shall be complete two (2) days after the same shall have been mailed as aforesaid.

(D) Tenant shall diligently continue performance of this Agreement, including as may be directed by the Airport Manager or the Board, regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.

23. **Miscellaneous.**

(A) Any person holding the title of Airport Manager shall be considered the primary authority acting on behalf of the Authority, to oversee, monitor and ensure compliance of this Agreement by the parties.

(B) Tenant agrees to comply with all directives mandated by the Authority and/or Airport Manager as they relate to compliance with Airport requirements, including without limitation, the Minimum Standards and the Rules and Regulations.

(C) At all times, Tenant shall maintain accurate books, accounts, records and receipts, in a manner acceptable to a Certified Public Accountant, showing the true status of all business conducted at the Airport. Upon request, Tenant shall provide to the Airport Manager such business, bookkeeping, and financial records of the activities conducted by Tenant under this Agreement for the purposes of confirming compliance with this Agreement. In the event of such request, the Authority acknowledges the proprietary and confidential nature of these records, agrees to hold them confidential, and agrees to return them to Tenant as soon as such examination is complete.

(D) This Agreement shall be deemed to have been delivered, accepted and construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles.

(E) In the event a party commences a legal action, suit, or other proceeding against the other party for the enforcement of any right or obligation contained in this Agreement, the prevailing party after a final adjudication shall be entitled to recover from the non-prevailing party all expenses incurred in connection with the legal action, suit, or other proceeding, including without limitation, court costs, filing fees, and fees and expenses of attorneys, expert witnesses, consultants, court reporters, process servers and other professionals and vendors reasonably engaged in the preparation and prosecution of such legal action, suit or other proceedings. The parties agree to petition the court or other arbiter for a determination as to which party is the prevailing party for purposes of this Section 23(E). The remedies provided in this Section 23(E) shall be in addition to any other remedies available to the parties under this Agreement.

(F) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or by secure email format (such as .pdf) shall be deemed original signatures.

(G) The failure of a party to insist upon strict performance of any of the terms, conditions, covenants or provisions of this Agreement shall not be deemed a waiver of any rights or remedies which such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach of default of any such terms, conditions, covenants or provisions.

(H) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings.

(I) Tenant represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligations of Tenant.

(J) This Agreement shall be interpreted to preserve the Authority’s rights and powers to comply with all federal, state and local laws, regulations and obligations of the Authority.

(K) This Agreement may not be amended or modified except in a writing signed by both parties hereto. No provision of this Agreement may be waived, except in a writing signed by the party against whom such waiver is sought to be enforced.

(L) Any time period in this Agreement that is measured in “days” shall be measured in consecutive calendar days, unless the express language of this Agreement specifically provides otherwise.

(M) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement each as of the day and year set forth below.

**AUTHORITY:**

**CHESAPEAKE AIRPORT AUTHORITY** a political subdivision of the Commonwealth of Virginia

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_ Title:

**TENANT:**

Date Signed: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_ Title:

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