



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, September 18, 2025

Call to Order - 7:00 p.m.

Vote to allow Virtual Attendance

Roll Call

Pledge of Allegiance (Stand)

1. Approval of Minutes

1.1 Approval of Minutes from July 18, 2025
[Commission Minutes July 18, 2025.docx](#)

2. Comments from the Public

The "Comments from the Public" agenda item is for members of the public to address the Airport Commission for less than three (3) minutes each. Please state your full name, your city/county and state of domicile, and your interest in, and/or affiliation with, the Airport prior to speaking. No prior notice is necessary to speak during this portion of the agenda. Members of the public may also address the Airport Commission for longer than three (3) minutes if they ask the Airport Director for a place on the agenda at least five (5) working days before the meeting or if a member of the public is specifically requested by a Commission Member to address the Commission.

3. Airport Director's Report

- 3.1 Airport Director's Report (Mr. Juan Rivera, Director, 10 minutes)**
[Airport Director's Report September 2025.docx](#)
- 3.2 Revenues, Expenses, Aging and Billing Reports**
[Revenues as of 9-18-25.xlsx](#)
[Expenses as of 9-18-25.xlsx](#)
[Aging Report as of 9-18-25.xlsx](#)
[Bill Sheet as of 9-11-25.xlsx](#)
- 3.3 Tie-Down, Hangar Occupancy and Noise Report (July and August)**
[July 2025 Tie-Down Occupancy.pdf](#)
[July 2025 Hangar Occupancy.pdf](#)
[July 2025 Noise.pdf](#)
[August 2025 Tie-Down Occupancy.pdf](#)
[August 2025 Hangar Occupancy.pdf](#)
[August 2025 Noise.pdf](#)
- 3.4 Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director, 5 mins)**
[Construction Projects 9_18.pptx](#)

4. Presentations

- 4.1 VRE Presentation System Plan 2050 Update (Mr. Nick Ruiz, Planning Program Manger, 10 minutes)**
- 4.2 VRE Presentation Broad Run Expansion Project Update (Mr. Dallas Richards, Deputy CEO/Chief Engineer, 10 minutes)**
[Manassas Airport Presentation Slides_Reduced.pptx](#)

5. New Business

- 5.1 Hangar Waiting List Policy Update (Mr. Alex Del Valle Mari, 5 minutes)**
[Waiting List policy presentation 2025.pptx](#)
[Hangar Waiting List Policy AD JER Rev 1 v3 JK.docx](#)
- 5.2 Approval of Hangar Lease Agreement between Legend Aviation and the City (Mr. Juan Rivera, Airport director, 5 minutes)**
[Lease Agreement Legend Aviation 10509.pdf](#)
[Lease Agreement Legend Aviation 10507.pdf](#)
- 5.3 Approval of Hangar Lease Agreement between ACE Flight Solutions and the City (Mr. Juan Rivera, Director, 5 minutes)**
[Lease Agreement ACE Flight Solutions 10501.pdf](#)

6. Old Business

7. Consent Agenda
8. Airport Commission Members Comments
9. City Council Liaison Comments
10. Authorization of a Closed Meeting (Reserved)
11. Certification of a Closed Meeting (Reserved)
12. Adjournment



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 1.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Approval of Minutes from July 18, 2025

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-196

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Commission Minutes July 18, 2025.docx](#)



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, July 18, 2025

The Manassas Regional Airport Commission held its regular meeting in the Manassas Regional Airport, 1st Floor Conference Room on the above date, attended by, Chairman Roderick Hall, Vice Chairman Anthony McGhee, Member Carla Cox; Member Phil Smith, Member Cheryl Macias, Member Alison Paylor; William Sebesky.

Virtual Member: Member Bob Sweeney

Members not present: Member Jakelin Melgar, Member Travis Nembhard

Airport Personnel in Attendance: Juan Rivera, Airport Director, Jolene Berry, Asst. Airport Director, Richard Allabaugh, Sr. Operations Officer, Nick Carr, Security Coordinator, Kevin Garber, ARFF Chief, Patty Bibber, Secretary

Chairman Roderick Hall called the meeting to order at 7:02 p.m.

Pledge of Allegiance

1. Comments from the Public

The "Comments from the Public" agenda item is for members of the public to address the Airport Commission for less than three (3) minutes each. Please state your full name, your city/county and state of domicile, and your interest in, and/or affiliation with, the Airport prior to speaking. No prior notice is necessary to speak during this portion of the agenda. Members of the public may also address the Airport Commission for longer than three (3) minutes if they ask the Airport Director for a place on the agenda at least five (5) working days before the meeting or if a member of the public is specifically requested by a Commission Member to address the Commission.

2. Approval of Meeting Minutes

Member Alison Paylor MOVED to approve the meeting minutes from June 12, 2025,
SECONDED by Member Cheryl Macias MOVED and CARRIED UNANIMOUSLY

3.

Airport Director's Report

3.1 Runway Incursion Incident:

On June 19, a flatbed truck from the west ramp crossed Runway 16R without ATCT clearance. The tenant received a Notice of Violation, a fine, and must complete remedial training. The FAA recommended the implementation of escort permit procedures.

3.2 ATC-0 Tower Event:

The control tower was unmanned over the weekend due to fallen ductwork deemed unsafe. Airport maintenance made the necessary repairs, and the FAA returned on Monday at 10 a.m. Additional roofing work is scheduled within 2–3 weeks, during which the tower will again be at ATC-0 for two days.

3.3 Staffing Update:

- A new Operations Officer will start in the second week of August.
- Applications for a second Operations Officer are under review.
- Two maintenance positions remain vacant.

3.4 ARFF Coverage:

Pro-Tec has hired additional firefighters and plans to provide Index B ARFF coverage seven days a week by September.

3.5 ARFF Station Hangar Construction:

Construction has begun. The Airport Director is awaiting a contractor's change order for design modifications. An initial estimate of \$130,000 was provided, and a detailed cost breakdown is pending.

3.6 Bridge Evaluation:

Walter P. Moore completed a draft report on the airport's bridges. The analysis is positive, identifying cost-effective modifications that will extend bridge life and accommodate future commercial aircraft loads.

3.7

Federal Funding Updates:

- \$850,000 in Congressionally Directed Spending has been approved.
- \$1 million in Community Project Funding was awarded for the Runway 16L/34R Rehabilitation design.
- The Senate-directed funding request is still under review.

3.8 PFAS Testing Results:

First-quarter PFAS results showed levels below EPA-measurable thresholds in all outfalls. No regulatory action is required at this time.

3.9 VRE Property Request:

The Director presented a sketch of VRE's proposed property purchase for the Broad Run Maintenance Facility expansion. Several Commission members were unfamiliar with the proposal. A presentation from VRE will be scheduled.

3.10 Equipment Purchase:

The airport received a quote from James River Equipment for a John Deere 624P front-end loader at a Sourcewell contract price of \$271,751. The purchase is within budget and planned for this fiscal year.

3.11 August Meeting Recess:

There will be no Commission meeting in August due to the City Council recess. Airport staff will continue regular operations.

4. Presentations

4.1 Quarterly Operations/Fuel Reports (Mr. Richard Allabaugh, Sr. Operations Officer)

4.2 Quarterly Maintenance Report (Mr. Ken Hults, Maintenance Supervisor)

4.3 Quarterly Security Report (Mr. Nick Carr, Security Coordinator)

5. New Business

5.1 Resolution No. 01-26 Manassas Regional Airport Commission July 17, 2025 -that prioritizes certain box hangars as Commercial Use Hangars, (Mr. Juan Rivera, Airport Director)

6. Old Business

6.1 Approve Observation Rd Name Change (Mrs. Jolene Berry, Asst. Airport Director)

6.2 Derelict Aircraft Update (Mr. Richard Allabaugh, Sr. Airport Operations Officer)

6.3 Report by WPM Regarding Runway & Taxiway Bridges, (Mr. Juan Rivera, Airport Director)

7. Consent Agenda

8. Airport Commission Members Comments

9. City Council Representative Comments

10. Authorize a Closed Meeting

11. Certify the Closed Meeting

12. Adjournment

Vice Chairman Anthony McGhee MOVED to adjourn the meeting, SECONDED by Member Alison Paylor MOVED and CARRIED UNANIMOUSLY

Meeting adjourned at 8:50 PM.

Secretary

Chairman

Date



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Airport Director's Report (Mr. Juan Rivera, Director, 10 minutes)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-194

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Airport Director's Report September 2025.docx](#)

Airport Director's Office

Juan E. Rivera

Memorandum

September 12, 2025

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR SEPTEMBER 2025

HANGARS OCCUPANCY RATE (T-Hangar & Box)

East Hangars: 95 out of 97 Rented

98% Rented – **1 hangar rented.**

West Hangars: 57 out of 59 Rented

97% Rented – **No change.**

East and West Hangars – 152 out of 156 – 97% Rented

Waiting List

Breakdown

Total on List 238 (Unique Names)

East Side 208

West Side 179

Box Hangar 26

Status: All individuals on the waiting list are in good standing and have deposits on file.

Tie-Downs

One New Tenant

150 out of 154 Rented – 98% Rented

Status: Four (4) flight schools were permitted to remain on the east side with the stipulation that they will have to move to the west side given prior notice. 29 of the total tie-downs are unusable due to the Observation Road relocation project.

Squatters/Issues

Staff held a public auction on August 19 for the sale of five (5) abandoned aircraft. There was a significant turnout of people and all five (5) planes were sold. Staff is working with the buyers to have the aircraft removed from the field. They buyers have all paid their invoices for the sale.

No additional issues or squatters at this time.

NOISE COMPLAINTS FOR MAY

There were 6 noise complaints recorded in August.

Airport Director's Office

Juan E. Rivera

October Total(s):

- 4 – Aircraft Overflight
- 1 – Departure Jet
- 1 – Aircraft Pattern

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military. Flight Schools were contacted again.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

Washington Gas has completed the relocation of the gas line. Phillips Construction Company reported that the road will reopen by the middle of September and the project should be completed by the end of October. It is anticipated that the project will be completed underbudget.

RUNWAY AND TAXIWAY BRIDGE EVALUATION BY AVPORTS

Walter P. Moore completed the Forensic Analysis of the Runway and Taxiway bridges. The Airport Director is working to get a third-party review of the report to confirm the data. This should be completed by mid-October.

NEW ATC TOWER (DESIGN)

The team at RS&H has completed the 45% design. The Airport staff has issued a P.O. to RS&H to complete the design through the bid and award phase. It is expected that the design will be completed by March of 2026.

NEW AIRPORT WEBSITE

The Airport staff is working with Trivera to design the new Airport website for \$30,192.00. The website is expected to go live in October.

RUNWAY 16L-34R REHABILITATION (DESIGN)

The Airport staff has sent RS&H a P.O. to complete the design of the 16L/34R Runway Rehabilitation project. The Airport received a federal and state grant for this project.

ARFF STATION RENOVATION

The contractor is working on the new concrete footers in the building and relocating electrical wiring. Over the next two weeks, the contractor is expecting to receive the still and continue on pouring the footers in the hangar north of the ARFF station. The Airport Director recently signed a change order for \$32,000. This was for unanticipated electrical work.

EA FOR NEW AIRPORT ATC TOWER

This waiting for the FAA to approve the EA for public advertisement. The Airport has been waiting for over two months.

Airport Director's Office

Juan E. Rivera

UPCOMING EVENTS

N/A

Juan E. Rivera

Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Transition to Commercial Service Tasks, Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Revenues, Expenses, Aging and Billing Reports

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-195

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Revenues as of 9-18-25.xlsx](#)
- [Expenses as of 9-18-25.xlsx](#)
- [Aging Report as of 9-18-25.xlsx](#)
- [Bill Sheet as of 9-11-25.xlsx](#)

Revenues Year to Date 9/18/2025

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJS	REV BUDGET	YTD EXP	AVAIL BUDGET	% USED
57097400	315003	Interest on Investment	0	0	0	-120,720.12	120,720	100.00
57097400	315200	Leases and Rents	-3,629,200	0	-3,629,200	-772,165.98	-2,857,034	21.30
57097400	315204	Hangar Rentals	-998,800	0	-998,800	-215,886.01	-782,914	21.60
57097400	Total 57097400 Use of Money & Property		-4,628,000	0	-4,628,000	-1,108,772.11	-3,519,228	24.00
57097600	317502	Remain Overnight Fees	-1,000	0	-1,000	0.00	-1,000	0.00
57097600	317510	Airport Tie-Down Fees	-142,000	0	-142,000	-29,389.90	-112,610	20.70
57097600	317520	Airport Fuel Flowage Fees	-255,000	0	-255,000	-74,603.49	-180,397	29.30
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-15,383.66	-39,616	28.00
57097600	317531	Fingerprinting/Background Fees	-30,500	0	-30,500	0.00	-30,500	0.00
57097600	317532	Airport Security Fees	-3,500	0	-3,500	0.00	-3,500	0.00
57097600	317533	Airport ID Badge Fees	-19,500	0	-19,500	0.00	-19,500	0.00
57097600	317534	Lost/Stolen Badge Replacement	-500	0	-500	0.00	-500	0.00
57097600	317535	Airport Car Rental Revenue	-30,000	0	-30,000	-5,946.78	-24,053	19.80
57097600	Total 57097600 Airport Charges for services		-537,000	0	-537,000	-125,323.83	-411,676	23.30
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-229.35	-2,271	9.20
57097700	318070	Avports Reimb-ARFF Ops	-600,000	0	-600,000	0.00	-600,000	0.00
57097700	318071	Avports Reimb-Security Program	-650,000	0	-650,000	0.00	-650,000	0.00
57097700	318072	Avports Reimb-AOC Part 139Cert	-510,000	0	-510,000	0.00	-510,000	0.00
57097700	318426	Card Replacement Fees	0	0	0	-100.00	100	100.00
57097700	318650	Airport Commercial Op Permit	-5,500	0	-5,500	-4,130.00	-1,370	75.10
57097700	Total 57097700 Other Local Rev-General		-1,768,000	0	-1,768,000	-4,459.35	-1,763,541	0.30
57098200	332010	FAA Tower Rent from Fed Govt	-16,000	0	-16,000	-3,894.00	-12,106	24.30
57098200	332011	FAA Tower Reimbursements	-34,000	0	-34,000	-4,007.59	-29,992	11.80
57098200	Total 57098200 Federal Non-Categorize		-50,000	0	-50,000	-7,901.59	-42,098	15.80
57099100	346400	Contr Surplus-Net Position	0	-985,456	-985,456	0.00	-985,456	0.00
57099100	Total 57099100 OFS-Contribution from Surplus		0	-985,456	-985,456	0.00	-985,456	0.00
		Revenue Total	-6,983,000	-985,456	-7,968,456	-1,246,456.88	-6,721,999	15.60

Expenses as of 9/18/2025

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJS	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	890,000	0	890,000	152,108.15	0.00	737,892	17.10
57003703	411075	S&W-Housing Stipend	3,500	0	3,500	0.00	0.00	3,500	0.00
57003703	412000	S&W-On-Call	30,000	0	30,000	5,981.99	0.00	24,018	19.90
57003703	416000	S&W-Overtime	30,000	0	30,000	5,143.08	0.00	24,857	17.10
57003703	416010	Hours Worked on a Holiday	5,000	0	5,000	0.00	0.00	5,000	0.00
57003703	416015	Call-Back Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	420000	Employee Benefits	355,000	0	355,000	0.00	0.00	355,000	0.00
57003703	420002	Deferred Compensation	0	0	0	1,550.14	0.00	-1,550	100.00
57003703	420004	FICA	0	0	0	12,562.05	0.00	-12,562	100.00
57003703	420006	Virginia Retirement System	0	0	0	25,696.27	0.00	-25,696	100.00
57003703	420008	Group Health	0	0	0	17,743.88	0.00	-17,744	100.00
57003703	420010	Worker's Compensation	0	0	0	1,407.06	0.00	-1,407	100.00
57003703	420012	Group Term Life Insurance	0	0	0	2,050.37	0.00	-2,050	100.00
57003703	420014	Long Term Disability	0	0	0	673.24	0.00	-673	100.00
57003703	420031	Car Allowance	6,100	0	6,100	1,130.77	0.00	4,969	18.50
57003703	431000	Professional Services	180,000	0	180,000	0.00	0.00	180,000	0.00
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	6,000	0	6,000	1,043.27	0.00	4,957	17.40
57003703	436000	Advertising Services	65,000	0	65,000	-0.01	0.00	65,000	0.00
57003703	439000	Other Purchased Services	40,000	0	40,000	19,517.49	-11,096.00	31,579	21.10
57003703	441000	Information Technology Charges	73,510	0	73,510	18,376.00	0.00	55,134	25.00
57003703	441005	Phones and Voicemail Charges	36,140	0	36,140	9,032.00	0.00	27,108	25.00
57003703	441045	GIS/Data Services Charges	17,370	0	17,370	4,338.00	0.00	13,032	25.00
57003703	441050	IT Purchases Mid-Year	8,000	0	8,000	1,055.54	0.00	6,944	13.20
57003703	442000	Motor Vehicle Charges	86,180	0	86,180	21,542.00	0.00	64,638	25.00
57003703	444000	Cost Allocation Charges	220,000	0	220,000	55,003.00	0.00	164,997	25.00
57003703	447000	Radio Charges	1,560	0	1,560	390.00	0.00	1,170	25.00
57003703	451001	Utilities	30,000	0	30,000	385.02	0.00	29,615	1.30
57003703	451002	City Utility Charges	145,000	0	145,000	20,351.88	0.00	124,648	14.00
57003703	452003	Cell Phone Charges	6,000	0	6,000	1,101.76	0.00	4,898	18.40
57003703	452007	Cable/Satellite TV Service	2,000	0	2,000	150.62	0.00	1,849	7.50
57003703	452008	Telephone Service Charges	500	0	500	10.25	0.00	490	2.10

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJS	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	452009	Long Distance Charges	100	0	100	8.48	0.00	92	8.50
57003703	453000	Insurance	100,000	0	100,000	9,131.00	0.00	90,869	9.10
57003703	454001	Operating Leases	3,500	0	3,500	549.09	1,647.27	1,304	62.80
57003703	455001	Mileage	1,000	0	1,000	178.08	0.00	822	17.80
57003703	455002	Training and Travel	24,000	0	24,000	2,395.00	0.00	21,605	10.00
57003703	455005	Meeting / Business Expense	7,000	0	7,000	75.37	0.00	6,925	1.10
57003703	458000	Dues Memberships & Other Exp	7,000	0	7,000	455.00	0.00	6,545	6.50
57003703	458099	Miscellaneous Expense--Airport	50,000	0	50,000	0.00	0.00	50,000	0.00
57003703	461000	Office Supplies	4,000	0	4,000	247.75	989.76	2,762	30.90
57003703	462000	Other Supplies	19,000	0	19,000	1,202.52	0.00	17,797	6.30
57003703	463000	Books and Subscriptions	3,000	0	3,000	0.00	0.00	3,000	0.00
57003703	464000	Uniforms and Safety Apparel	8,000	0	8,000	46.26	0.00	7,954	0.60
57003703	Total 57003703 Airport Operations		2,491,960	0	2,491,960	392,632.37	-8,458.97	2,107,787	15.40
57003710	433000	Maintenance Services	65,000	0	65,000	750.28	0.00	64,250	1.20
57003710	433001	Refuse Collection Services	6,200	0	6,200	1,554.00	2,068.00	2,578	58.40
57003710	433003	Janitorial Services	50,000	0	50,000	8,067.28	8,067.32	33,865	32.30
57003710	433006	Mowing Services	30,000	0	30,000	4,327.66	20,601.14	5,071	83.10
57003710	433008	HVAC	20,000	0	20,000	0.00	0.00	20,000	0.00
57003710	433009	Elevator Services	8,000	0	8,000	0.00	0.00	8,000	0.00
57003710	433010	Snow Removal	30,000	0	30,000	0.00	0.00	30,000	0.00
57003710	433012	Airfield Lighting Maintenance	45,000	0	45,000	0.00	0.00	45,000	0.00
57003710	433014	Elevator Inspections	2,500	0	2,500	298.75	0.00	2,201	12.00
57003710	433015	Vehicle/Apparatus Maintenance	50,000	0	50,000	250.00	15,027.94	34,722	30.60
57003710	439000	Other Purchased Services	45,000	0	45,000	20.60	4,800.00	40,179	10.70
57003710	439004	Paving Services	10,000	0	10,000	0.00	0.00	10,000	0.00
57003710	439008	Hazmat Disposal	18,000	0	18,000	0.00	0.00	18,000	0.00
57003710	439014	Security Services	104,590	0	104,590	19,207.60	56,693.40	28,689	72.60
57003710	454004	Miscellaneous Rentals	10,000	0	10,000	0.00	0.00	10,000	0.00
57003710	462000	Other Supplies	20,000	0	20,000	9,386.71	0.00	10,613	46.90
57003710	462001	Tools	20,000	0	20,000	897.25	6,146.00	12,957	35.20
57003710	462044	Airfield Lighting Supplies	25,000	0	25,000	5,905.42	0.00	19,095	23.60
57003710	462046	Airport Hanger Supplies	15,000	0	15,000	314.32	0.00	14,686	2.10
57003710	462047	Airfield Supplies	50,000	0	50,000	0.00	0.00	50,000	0.00
57003710	462048	Security Supplies	35,000	0	35,000	212.82	8,253.00	26,534	24.20

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJS	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003710	462067	Maintenance Supplies	3,500	0	3,500	276.05	0.00	3,224	7.90
57003710	466000	Building and Repair Materials	45,000	0	45,000	0.00	0.00	45,000	0.00
57003710	467000	Fuels/Oils/Lubricants	13,000	0	13,000	1,978.78	0.00	11,021	15.20
57003710	468000	Vehicle/Equipment Parts/Supp	20,000	0	20,000	12,573.26	-11,812.50	19,239	3.80
57003710	471000	Equipment & Machinery Purch	378,000	0	378,000	89,548.68	226,348.52	62,103	83.60
57003710	Total 57003710 Airport Maintenance		1,123,790	0	1,123,790	155,569.46	336,192.82	632,028	43.80
57003711	433000	Maintenance Services	10,000	0	10,000	0.00	0.00	10,000	0.00
57003711	433008	HVAC	6,000	0	6,000	0.00	0.00	6,000	0.00
57003711	433009	Elevator Services	2,000	0	2,000	0.00	0.00	2,000	0.00
57003711	433014	Elevator Inspections	2,500	0	2,500	0.00	0.00	2,500	0.00
57003711	462000	Other Supplies	25,000	0	25,000	382.44	0.00	24,618	1.50
57003711	Total 57003711 FAA Tower Nonreimbursables		45,500	0	45,500	382.44	0.00	45,118	0.80
57003712	433000	Maintenance Services	12,000	0	12,000	1,546.61	1,451.90	9,001	25.00
57003712	451002	City Utility Charges	21,000	0	21,000	2,652.42	0.00	18,348	12.60
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	22.50	0.00	978	2.30
57003712	Total 57003712 FAA Tower Reimbursables		34,000	0	34,000	4,221.53	1,451.90	28,327	16.70
57003713	416000	S&W-Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003713	431003	Marketing	600	0	600	0.00	0.00	600	0.00
57003713	433003	Janitorial Services	500	0	500	0.00	0.00	500	0.00
57003713	439000	Other Purchased Services	5,000	0	5,000	0.00	0.00	5,000	0.00
57003713	439014	Security Services	1,000	0	1,000	0.00	0.00	1,000	0.00
57003713	462000	Other Supplies	7,000	0	7,000	0.00	0.00	7,000	0.00
57003713	Total 57003713 Airport-Special Projects		15,100	0	15,100	0.00	0.00	15,100	0.00
57003717	439000	Other Purchased Services	770,000	0	770,000	87,248.88	0.00	682,751	11.30
57003717	462000	Other Supplies	20,000	0	20,000	2,081.38	0.00	17,919	10.40
57003717	467000	Fuels/Oils/Lubricants	5,000	0	5,000	0.00	0.00	5,000	0.00
57003717	473000	Motor Vehicle Purchases	15,000	0	15,000	0.00	0.00	15,000	0.00
57003717	Total 57003717 Airport-ARFF Operations		810,000	0	810,000	89,330.26	0.00	720,670	11.00
57003718	411000	Salaries and Wages	95,000	0	95,000	17,390.70	0.00	77,609	18.30
57003718	416000	S&W-Overtime	0	0	0	133.14	0.00	-133	100.00
57003718	420000	Employee Benefits	40,000	0	40,000	0.00	0.00	40,000	0.00
57003718	420002	Deferred Compensation	0	0	0	173.95	0.00	-174	100.00
57003718	420004	FICA	0	0	0	1,282.89	0.00	-1,283	100.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJS	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003718	420006	Virginia Retirement System	0	0	0	3,285.33	0.00	-3,285	100.00
57003718	420008	Group Health	0	0	0	3,402.46	0.00	-3,402	100.00
57003718	420010	Worker's Compensation	0	0	0	11.61	0.00	-12	100.00
57003718	420012	Group Term Life Insurance	0	0	0	234.80	0.00	-235	100.00
57003718	420014	Long Term Disability	0	0	0	111.58	0.00	-112	100.00
57003718	439014	Security Services	677,450	0	677,450	0.00	10,020.00	667,430	1.50
57003718	441050	IT Purchases Mid-Year	2,000	0	2,000	0.00	0.00	2,000	0.00
57003718	462039	Computer Software	17,000	0	17,000	0.00	0.00	17,000	0.00
57003718	462048	Security Supplies	31,000	0	31,000	0.00	0.00	31,000	0.00
57003718	Total 57003718 Airport-Security Program		862,450	0	862,450	26,026.46	10,020.00	826,404	4.20
57003719	411000	Salaries and Wages	260,000	0	260,000	5,969.70	0.00	254,030	2.30
57003719	416000	S&W-Overtime	0	0	0	525.11	0.00	-525	100.00
57003719	420000	Employee Benefits	100,000	0	100,000	0.00	0.00	100,000	0.00
57003719	420002	Deferred Compensation	0	0	0	133.96	0.00	-134	100.00
57003719	420004	FICA	0	0	0	491.44	0.00	-491	100.00
57003719	420006	Virginia Retirement System	0	0	0	1,036.28	0.00	-1,036	100.00
57003719	420008	Group Health	0	0	0	1,489.48	0.00	-1,489	100.00
57003719	420010	Worker's Compensation	0	0	0	3.88	0.00	-4	100.00
57003719	420012	Group Term Life Insurance	0	0	0	80.07	0.00	-80	100.00
57003719	420014	Long Term Disability	0	0	0	37.68	0.00	-38	100.00
57003719	441050	IT Purchases Mid-Year	2,000	0	2,000	1,055.54	0.00	944	52.80
57003719	455002	Training and Travel	15,000	0	15,000	0.00	0.00	15,000	0.00
57003719	Total 57003719 Airport-AOC Part 139		377,000	0	377,000	10,823.14	0.00	366,177	2.90
57003793	462000	Other Supplies	250,000	0	250,000	0.00	0.00	250,000	0.00
57003793	481001	Principal - Bonds Payable	205,000	0	205,000	205,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	3,000	0	3,000	3,075.00	0.00	-75	102.50
57003793	492575	Transfer to Airport Capital	325,000	985,456	1,310,456	1,210,456.00	0.00	100,000	92.40
57003793	496004	Contrib to Net Position	440,200	0	440,200	0.00	0.00	440,200	0.00
57003793	Total 57003793 Airprt Capex-Finance		1,223,200	985,456	2,208,656	1,418,531.00	0.00	790,125	64.20
		Expense Total	6,983,000	985,456	7,968,456	2,097,516.66	339,205.75	5,531,734	30.60

Aging Report as of 9/18/2025

Cust #	Customer Name	Bill #	Due Date	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Int Due	Due Now
	none at this time											
												\$0.00

Bankruptcy

Cust #	Customer Name	Bill #	Due Date	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Int Due	Due Now
42215	AMERICAN HELICOPTERS INC	112912	07/01/2024	\$1,854.45	\$0.00	\$1,005.93	\$0.00	\$0.00	\$0.00	\$848.52	\$0.00	\$848.52
42215	AMERICAN HELICOPTERS INC	112901	07/31/2024	\$1,854.45	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,884.45	\$0.00	\$1,884.45
42215	AMERICAN HELICOPTERS INC	112902	08/31/2024	\$1,854.45	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,884.45	\$0.00	\$1,884.45
42215	AMERICAN HELICOPTERS INC	112903	10/01/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42215	AMERICAN HELICOPTERS INC	112904	10/31/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42215	AMERICAN HELICOPTERS INC	112905	12/01/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42744	AMERICAN AVIATION SERVICES LLC	96412	07/01/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SERVICES LLC	113112	07/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	96401	07/31/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SERVICES LLC	96402	08/31/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SERVICES LLC	96403	10/01/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SERVICES LLC	96404	10/31/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SERVICES LLC	96405	12/01/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SERVICES LLC	113101	07/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	113102	08/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	113103	10/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	113104	10/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	113105	12/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
\$56,853.87												

Bill Sheet 7/18/2025 - Present

Vendor	Description	Net Amount
A& ASSOCIATES INC	7/25 & 8/25 Airport Security Services	19,207.60
ACME TECHNICAL GROUP	EV2/7/9 WV6 Cameras/Gate Access/Vault Camera	34,257.00
AM ASSOC OF AIRPORT EXEC AAAE	Membership for Alex/Digicast/ACE Course	2,941.00
AMAZON.COM, INC	Replacement Fire Extinguisher for AP1 & AP5	43.02
AMAZON.COM, INC	Office Supplies	274.54
AMAZON.COM, INC	Diesel Exhaust Fluid/HVAC/Lightning	38.41
AMERICAN DISPOSAL SVCS, INC	Jul/Aug Disposal Service for the Airport	1,034.00
ASSOCIATED BUILDING MAINTENANCE	Jul/Aug Custodial Services for the Airport	9,519.18
ATLANTIC EMERGENCY SOLUTIONS	Facepiece	1,059.19
BLUE RIDGE FIRE PROTECTION INC.	Fire Extinguisher Service	832.00
BOBCAT OF VA	Skid Steer Repairs/Bobcat Repairs	428.64
BURNS & MCDONNELL ENGINEERING COMPANY INC	7/24/25 IFE 55% ATCT Design	5,500.00
CINTAS CORP. #145	Tower Mats/Mats/Misc	1,576.54
COMCAST COMMUNICATIONS	Internet/Cable TV	150.62
COMPLETE AUTO CARE	AP3 Inspection	20.60
EDWARDS BUSINESS MACHINES INC	08/01-09/30/2025 Airport Copier SN#ADXM013000647	376.30
FANNON PETROLEUM SERVICES INC	Off Road Diesel	1,940.37
FEDERAL CONTRACTS LLC	LED Light Tower	11,812.50
HOME DEPOT	Rain Catchers/Screwdriver/Wire/Faucet/Connectors	126.33
INSPIRED ELECTRICAL SOLUTIONS INC	Hook up outlet by gate	217.50
IRIS GROUP HOLDINGS LLC	8/25 & 9/25 Panic Monitoring	70.22
JOHN F HELTZEL AIA. A PROFESSIONAL CORP	8/1/25 Amendment #2 on call architectural services	2,860.00
LANDIVAR & ASSOCIATES LLC	8/26/25 ARFF Hgr Modification	137,009.96
MANASSAS, CITY OF UTILITIES	UTILITY BILLING 7/1/25-7/31/25	11,979.48
ORACLE ELEVATOR HOLDCO INC	Fix leak in terminal elevator/Aug Inspections	298.75
PATRICIA A BIBBER	Snacks for Quarterly Admin Meeting	51.20
P-CARD ONE TIME PAY	Aerials/Fire Ext/VA Conf/Belt/Pulley/Dis Tires/lighting	4,017.19
PHILLIPS CONSTRUCTION LLC	Observation Road Relocation Construction	303,567.31
PIEDMONT MEDIA LLC	Ad for Auction of Planes	317.04
PRO-TEC FIRE SERVICES INC	7/25 & 8/25 Montly ARFF Services	87,248.88
RENT-A-JOHN OF VIRGINIA LLC	Porta Potties Service West Side	370.00
REYNOLDS SMITH & HILLS INC	6/30/25 Construction Administration for Obser Rd	81,236.83

Vendor	Description	Net Amount
REYNOLDS SMITH & HILLS INC	7/18/25 RW 16L-34R & TW B Replacement 50% Design	355,603.81
REYNOLDS SMITH & HILLS INC	7/11/25 ATCT Pre/Conceptual Design (45%)	116,888.10
RICHARD ALLABAUGH	AAAE ACE Operations Review Course	178.08
ROBERTS OXYGEN CO INC	Nitrogen/Argon	81.86
ROXEN INCORPORATED	Copy of Blueprints	75.00
SHEEHY FORD OF RICHMOND INC	2024 F550 Chasis XL 4x4 SD Crew Cab Truck	60,743.68
SIGN GRAPHX INC	Stickers for trucks	189.00
STANDARD SIGNS INC	Replacement Panels	5,021.42
TARGET CORPORATION	Birhtday Cupcakes/Exe Comm Snacks	24.17
TRIVERA INTERACTIVE INC	Website development Project	10,064.00
U S PLANTS INC	Plant Maintenance	252.00
USDA APHIS WS	Wildlife Services	113.16
USI INSURANCE SERVICES LLC	Pollution Liability 7/25-7/26	9,131.00
VERIZON	Tower Telephone	10.25
VIRTOWER LLC	Virtual Tower Airport Operations Tracking	1,000.00
W W GRAINGER INC	Maintenance Supplies	1,732.41
WASHINGTON GAS	10400/10603/10529/10509/10503/10505/10511 Gas	407.52
WEWERKA CONSTRUCTION MANAGEMENT INC	8/25 Airport Mowing Services	4,327.66
WILBAR TRUCK EQUIPMENT INC	Truck Dump Body	28,805.00
WITMER PUBLIC SAFETY GROUP INC	Male Outlets	449.15
XPRESSMYSELF.COM LLC	Various airport signs	217.64
XPRESSMYSELF.COM LLC	Sales Tax refund	-4.82
Total		1,315,692.29



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.3

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Tie-Down, Hangar Occupancy and Noise Report (July and August)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-197

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

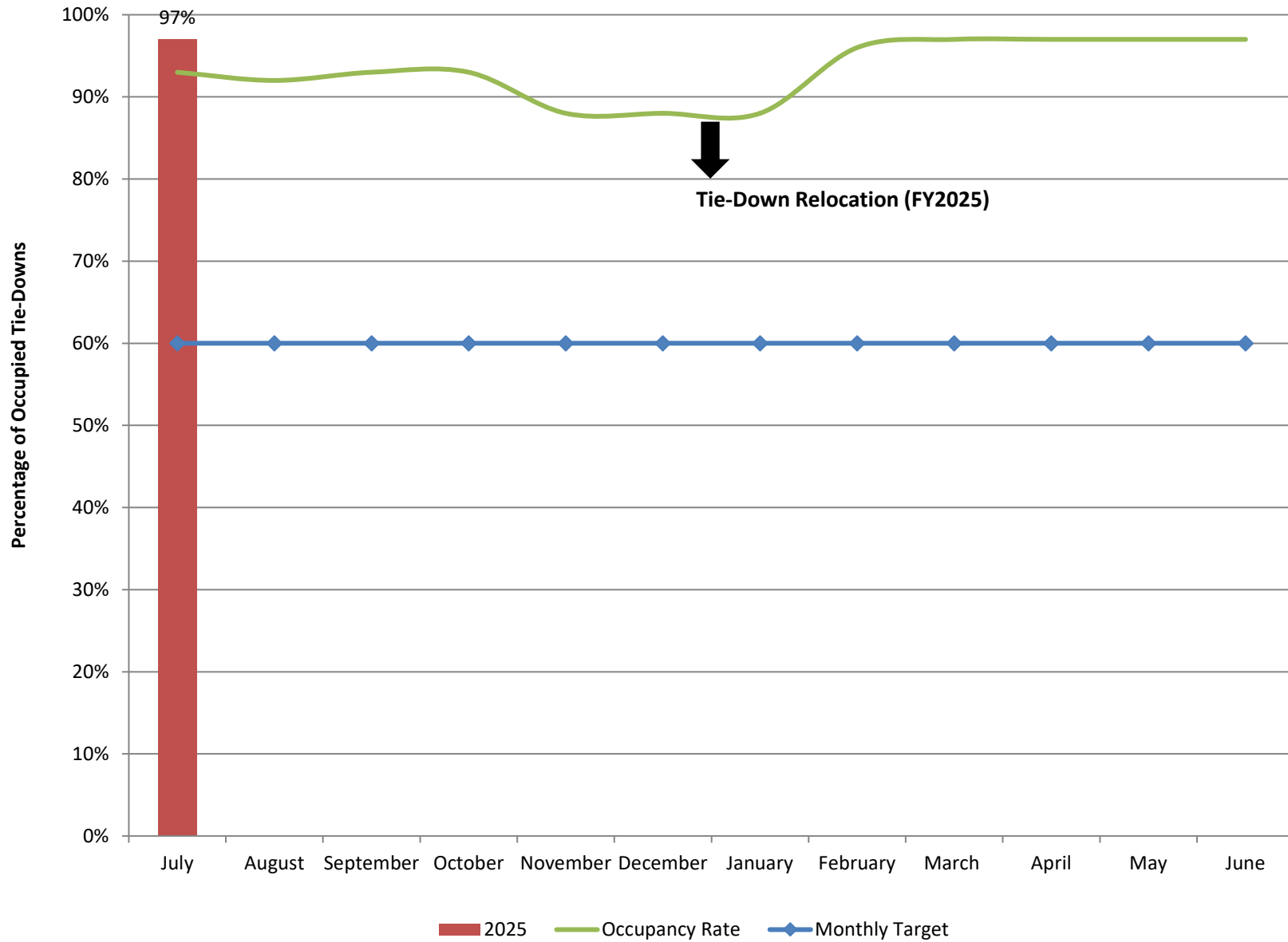
Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

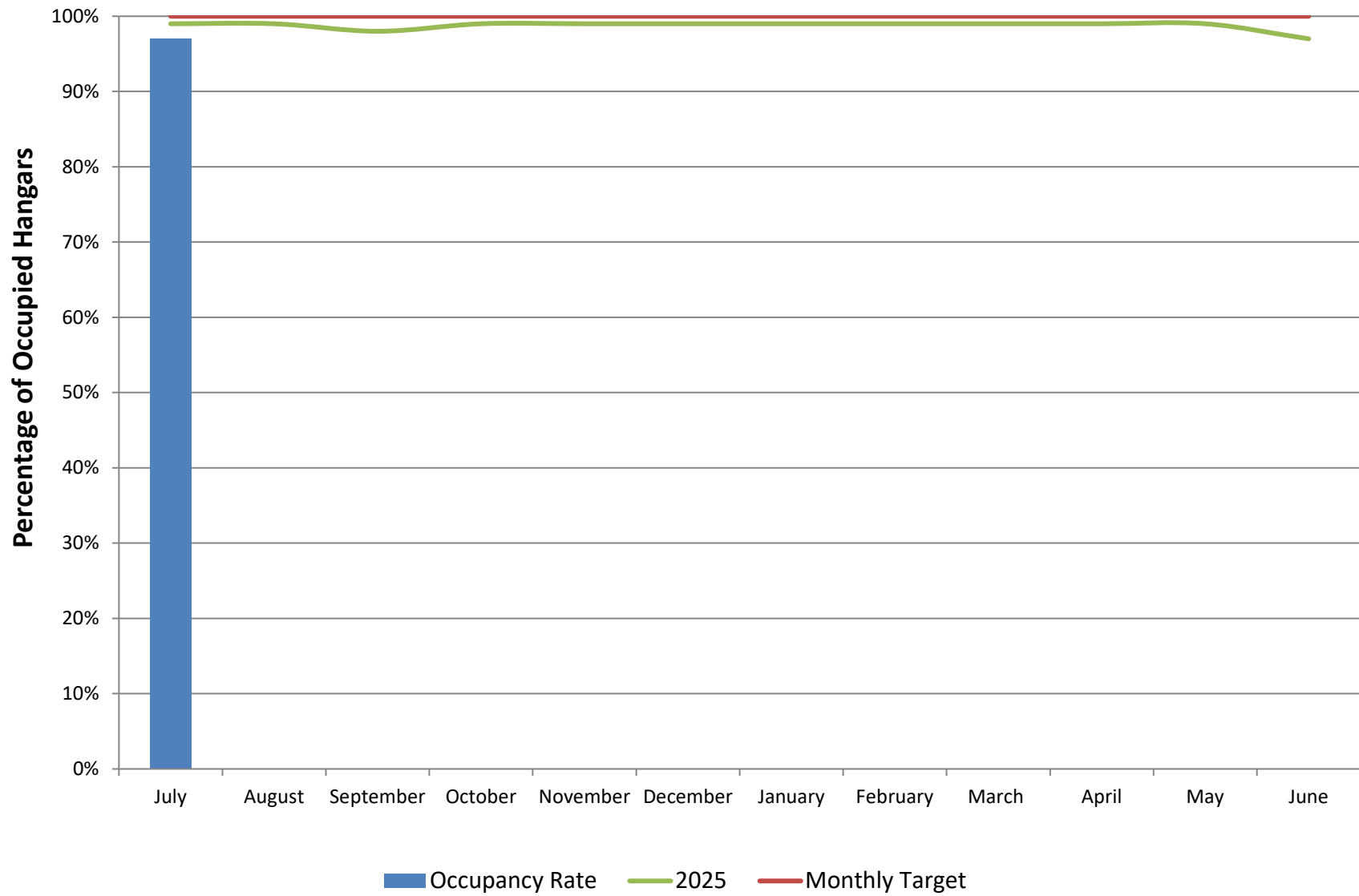
ATTACHMENTS

- [July 2025 Tie-Down Occupancy.pdf](#)
- [July 2025 Hangar Occupancy.pdf](#)
- [July 2025 Noise.pdf](#)
- [August 2025 Tie-Down Occupancy.pdf](#)
- [August 2025 Hangar Occupancy.pdf](#)
- [August 2025 Noise.pdf](#)

FY2026 Tie-Down Occupancy Rates



FY2026 Hangar Occupancy Rates



July 2025 Noise Statistics

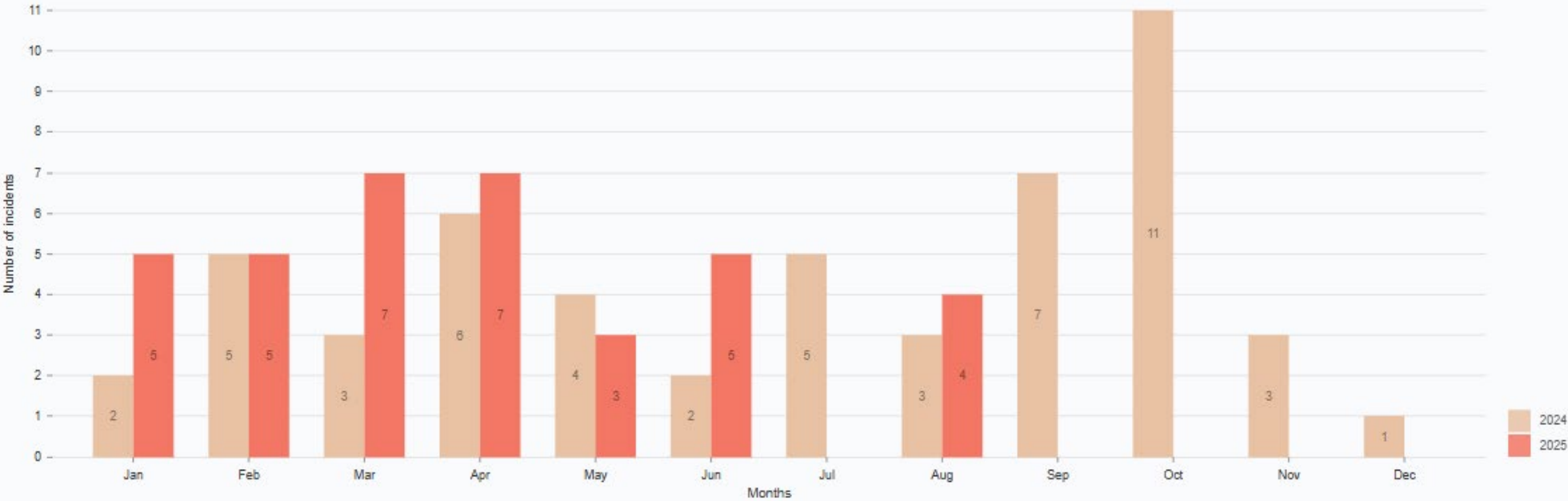
Event Type

City

Outlined Surfaces

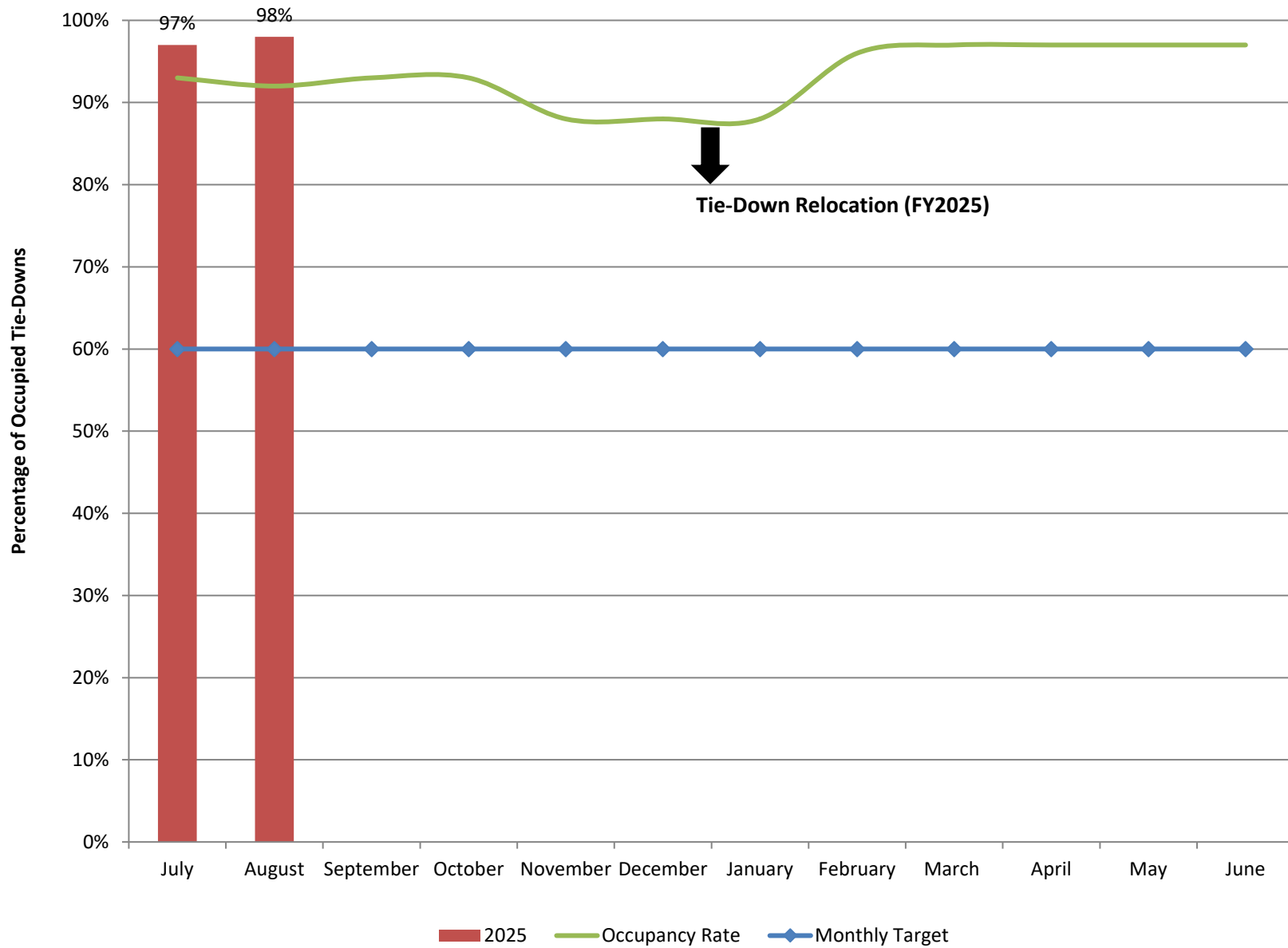
Total number of Noise Logs

2025 | ▾

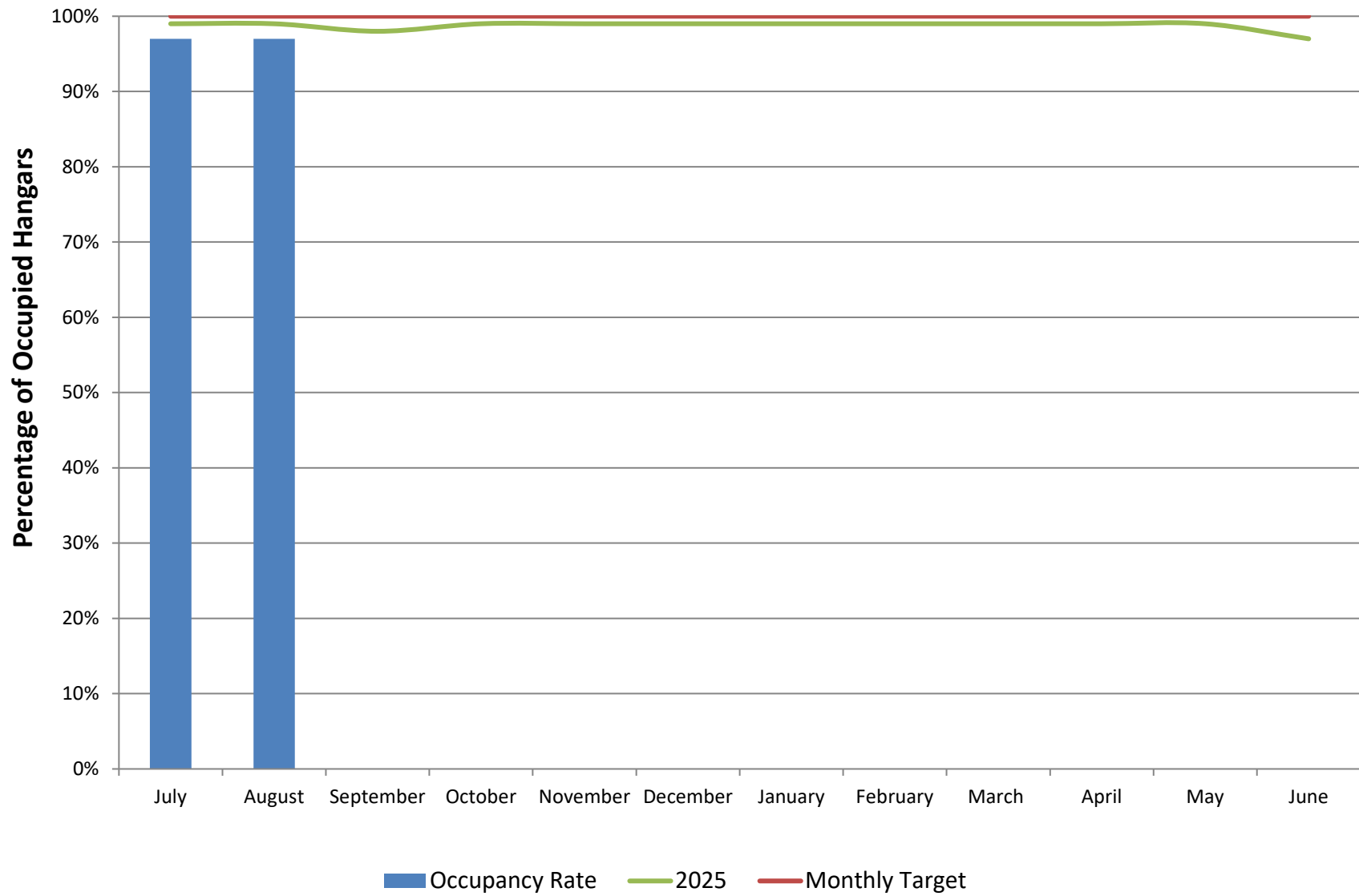


Manassas Regional Airport (KHEF)

FY2026 Tie-Down Occupancy Rates

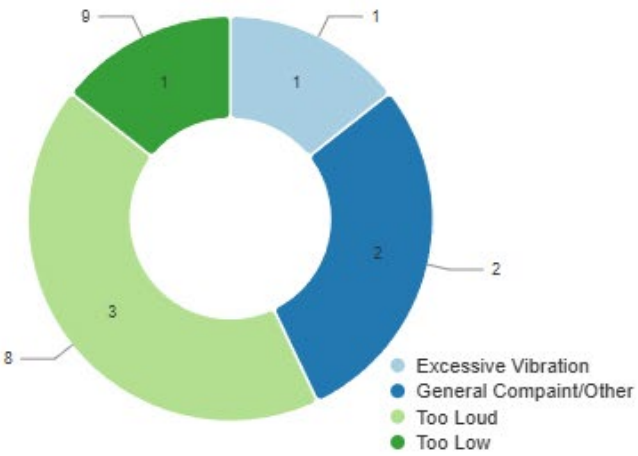


FY2026 Hangar Occupancy Rates

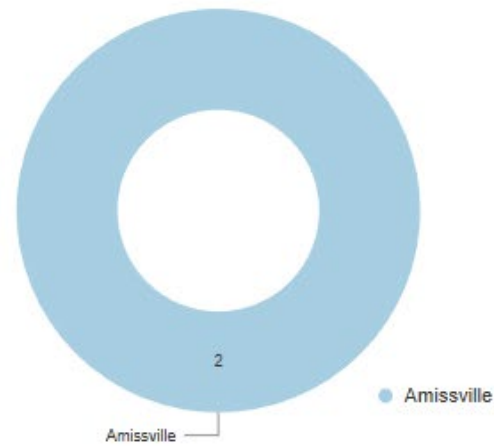


July 2025 Noise Statistics

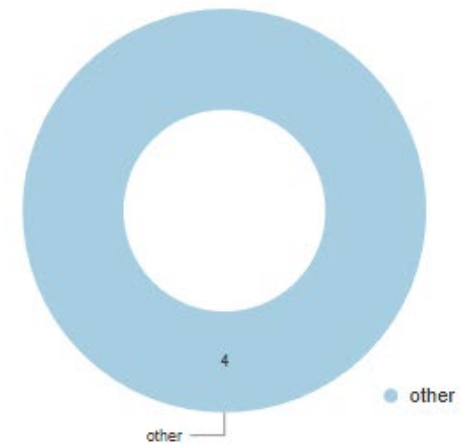
Event Type



City

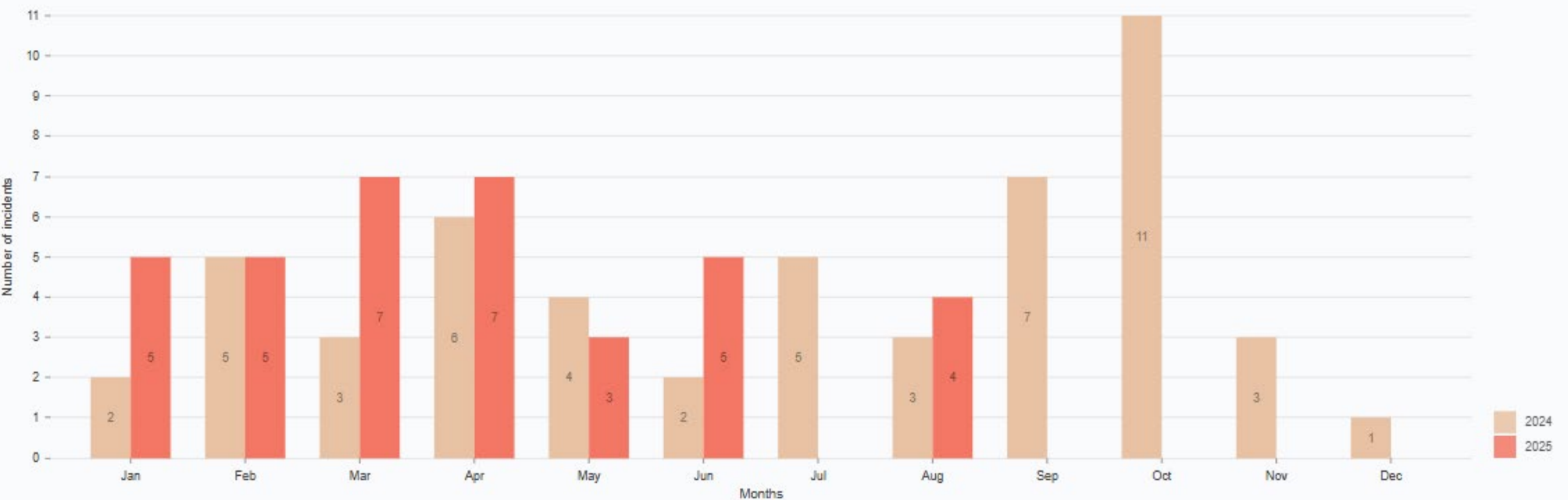


Outlined Surfaces



Total number of Noise Logs

2025 | v



Manassas Regional Airport (KHEF)



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.4

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director,
5 mins)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-198

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Construction Projects 9_18.pptx](#)

Construction Projects

September 2025 Update

West Corporate Development Site- Drainage Improvements (Construction)

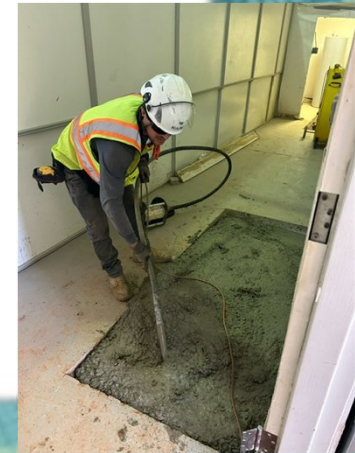
- The project will include the Observation Road relocation, construction of a retaining wall, stormwater retention pond, utility relocation(water main, storm sewer, communication, natural gas, sanitary sewer force main and pump station, 2 hangars demoed and environmental remediation.
 - *Retaining Wall complete*
 - *Working on roadway construction – Millings, Grading, Paving*
- Cost to Date: \$2,682,398.63
- Completion: Mid-October
- Total Days of Project: 357 of 295 days
 - 125% of construction time has elapsed.
 - 74% of work has been completed
- Change Orders: *Airport is expecting a change order from Phillips due to being shut down by the gas line relocation.*



ARFF Hangar Remodel

The objective of this project is to outfit the hangar as a ARFF hangar and office space.

- Footers have been poured
- Steel being delivered
- Plumbing work
- Cost to Date:
 - John Heltzel: \$101,204.13
 - Landivar:
- Completion: December 2025
- Total Days of Project: 180 Days
- Change Orders:



Air Traffic Control Tower Design

The objective of this project is to design up to 45% and for bidding support services for a new Tower.

- Cost to Date: \$1,966,843.84
- Completion:



Runway 16L/34R Rehabilitation

The objective of this project will be to rehabilitate the existing runway asphalt pavement & overhaul the associated airfield electrical infrastructure. Grading the Runway Safety Area to be in compliance for FAA standards. Improve drainage along the runway and taxiway connectors.

- Cost to Date: \$
- Completion: 90% - Summer 2026



Welcome Back!





Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 4.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

VRE Presentation System Plan 2050 Update (Mr. Nick Ruiz, Planning Program Manager, 10 minutes)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Submitting Department Manassas Regional Airport

Meeting Body Manassas Regional Airport
Commission

Item ID 2026-199

Drafter Patty Bibber

Meeting Date September 18, 2025



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 4.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

VRE Presentation Broad Run Expansion Project Update (Mr. Dallas Richards, Deputy CEO/Chief Engineer, 10 minutes)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-200

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

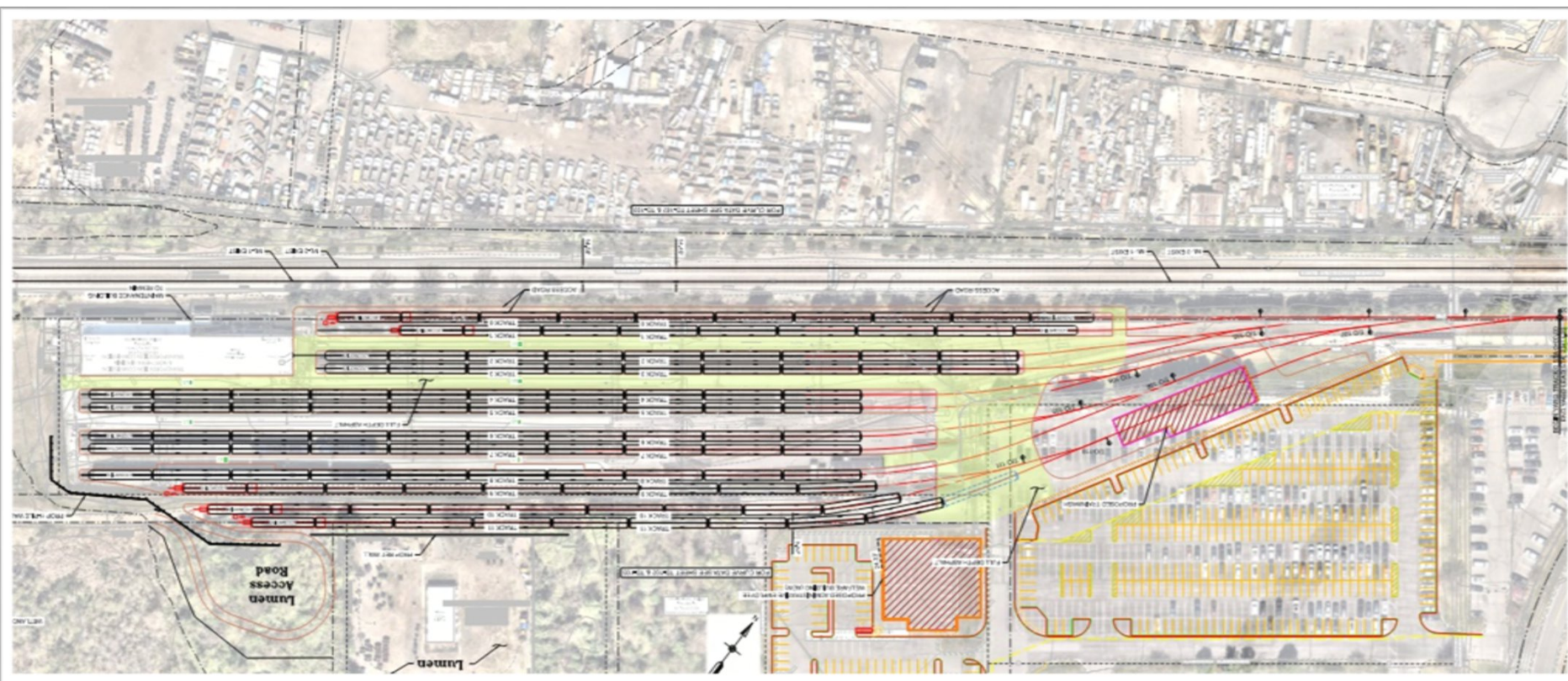
Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

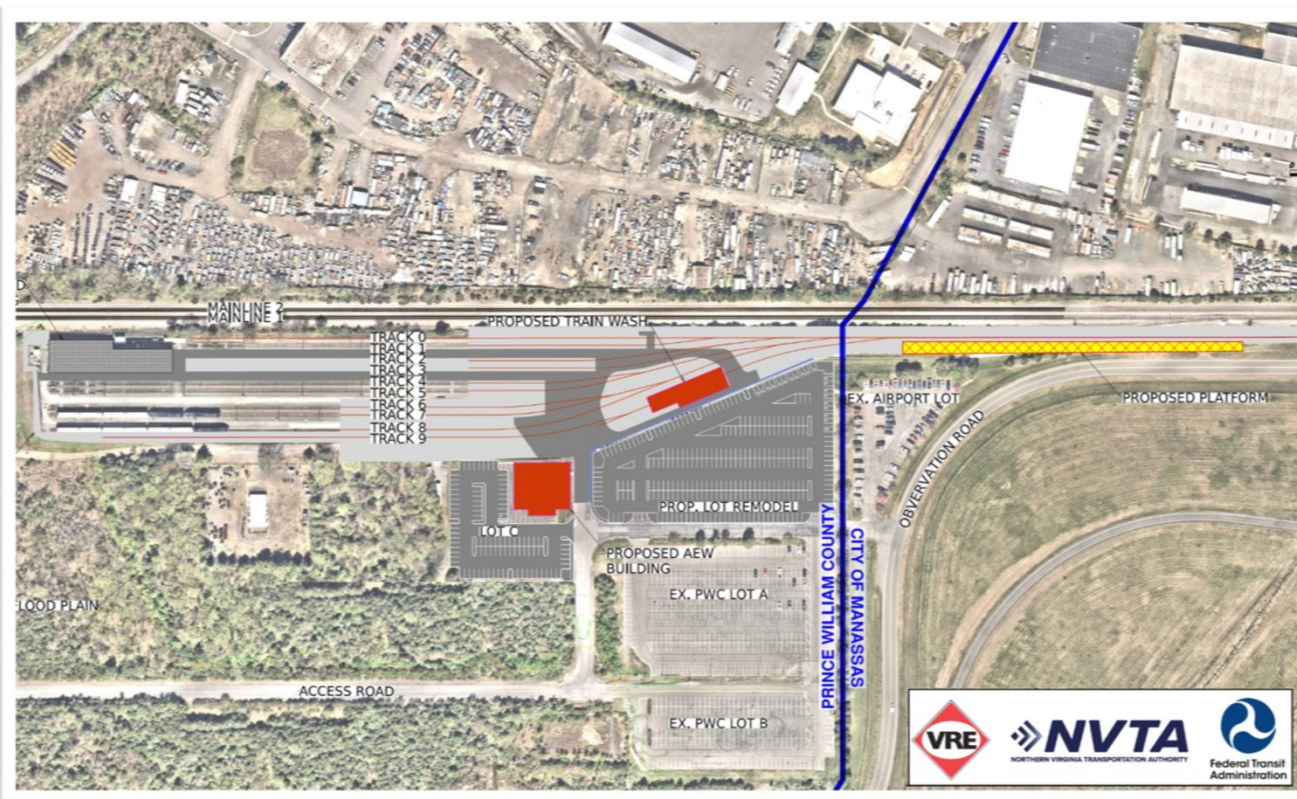
ATTACHMENTS

- [Manassas Airport Presentation Slides_Reduced.pptx](#)

UPDATE ON THE BROAD RUN EXPANSION PROJECT: VRE'S MAINTENANCE AND STORAGE FACILITY



Update on the Broad Run Expansion Project



Project Purpose

- Support expanded VRE VRE Manassas Line service
- 10 new passenger railcars on order
- Accommodate future System Plan growth projections



Update on the Broad Run Expansion Project



Major Activities

- Acquire Property
- Construct New AEW Building
- Relocate Broad Run Station
- Construct New Train Wash Building
- Reconfigure parking & new employee lot



Update on the Broad Run Expansion Project



Timeline

- Currently at 90% Permit submissions
- CM services solicitation this Fall
- Construction solicitation in 2026
- Projecting 2-year construction duration



Broad Run Expansion in the Future



VRE Lead Track

- A new 2.9-mile track extending to Manassas Station
- Separate from adjacent mainline tracks to serve as a lead track to the MSF



Proposed Weekday Service Frequencies

Manassas Line

	2030 Service Plan		2050 Service Plan
Peak Period/Direction	15 Trains (~30-40 minutes)	➤	Every 20 Minutes
Peak Period/Reverse Direction AM	3 Trains (7:00 hour, 8:00 hour, 11:00 hour)	➤	Every 30 Minutes
Peak Period/Reverse Direction PM	2 Trains (16:00 hour, 18:00 hour)	➤	Every 30 Minutes
Mid-Day NB	2 Trains (10:00 hour, 12:00 hour)	➤	Every 60 Minutes
Mid-Day SB	2 Trains (14:00 hour, 15:00 hour)	➤	Every 60 Minutes
Number of Daily Trains	24	➤	58
Express Trains	4 In the AM and 2 in the PM	➤	One (1) train per hour in weekday peak period/direction only

* Reverse direction defined as North in PM and South in AM



Proposed Weekday Service Spans

Manassas Line

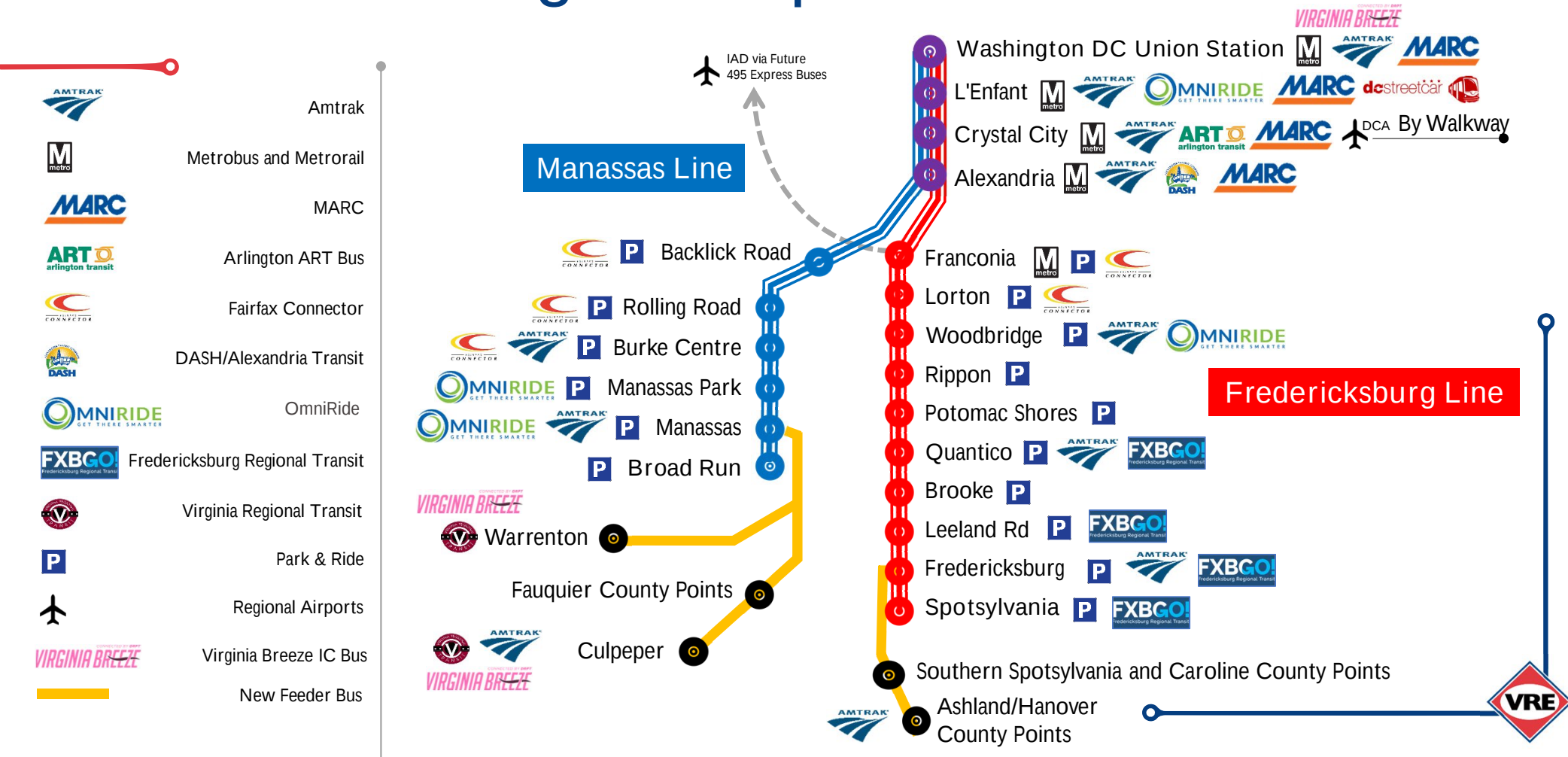
	2030 Service Plan	2050 Service Plan
Peak Period/Direction AM	5:00 am – 8:30 am	5:00 am – 10:00 am
Peak Period/Direction PM	3:20 pm – 6:10 pm	3:00 pm – 6:20 pm
Peak Period/Reverse Direction AM**	6:30 am – 10:30 am	5:00 am – 9:00 am
Peak Period/Reverse Direction PM**	4:00 pm – 5:50 pm	3:00 pm – 6:30 pm
Mid-Day (Off Peak)	8:30 am – 3:20 pm	10:00 am – 3:00 pm
Late-Night Last Train Southbound	10:20 pm (from WAS)	9:55 pm (from WAS)

* Service Span defined as from first departure to last departure from origin station

** Reverse direction defined as North in PM and South in AM



VRE as the Region's Spine in 2050



THANK YOU

Visit the following page for more
information about System Plan 2050!





Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Hangar Waiting List Policy Update (Mr. Alex Del Valle Mari, 5 minutes)

Suggested Action and/or Recommendation

Approve updated policy.

Suggested Motion

Move to approve the new Hangar Waiting List Policy

Item Type Reports / Presentations

Submitting Department Manassas Regional Airport

Meeting Body Manassas Regional Airport
Commission

Item ID 2026-202

Drafter Patty Bibber

Meeting Date September 18, 2025

ATTACHMENTS

- [Waiting List policy presentation 2025.pptx](#)
- [Hangar Waiting List Policy AD JER Rev 1 v3 JK.docx](#)

Manassas Regional Airport Hangar Waiting list policy

Alex Del Valle

Airport Operations



Hangars at KHEF

- 156 City-Rented T-Hangars and Box Hangars
 - 139 T-Hangars
 - 17 Box Hangars
- T-Hangars
 - Sizes: 40'-48' Doors
 - Monthly Rent: \$351.75-\$588
 - Mix of manual and electric doors
 - Overhead Lights and Electricity(Included in rent)
- Box Hangars
 - Sizes: 16 60'x50', 1 60'x60'
 - Monthly Rent: \$1575-\$2100
 - Horizontal sliding doors
 - Individual bathrooms, water, heat(Metered separately)



East T-Hangars



West T-Hangars



Box Hangars



Hangar waiting lists

- Due to high demand and lack of hangar space, several airports across the nation have a hangar waiting list
- No national or regional standards, usually requires a deposit
- DMV Area Airports with waiting lists:
 - KJYO, Leesburg Executive Airport
 - KCJR, Culpeper Regional Airport
 - KRMN, Stafford Regional Airport
 - KFDK, Frederick Municipal Airport
 - KOKV, Winchester Regional Airport
 - KM RB, Eastern WV Regional Airport
 - K2W6, St. Mary's Regional Airport
 - KW29, Bay Bridge Airport



Manassas Airport Waiting list

- Managed by Airport Operations
- Waiting list application and policy is available at flyHEF.com
- Applicants can:
 - Apply online
 - Select what hangars they would like to be on the waiting list for
 - Pay for the required waiting list deposit online
 - Amount is based on hangars they are on the list for
 - Contact Airport Operations for an update on their place
- Deposit is refundable at any time, held in non-interest bearing account.



Waiting list Updates

- Commercial Hangars identified
- Specify that only the applicant may accept the offer and enter into a lease
 - Changes in partnerships or companies must be notified within 30 days
- Added instructions on how to make changes to hangar preferences
- Annual waiting list review
 - Applicants must respond within 5 calendar days
- Lease must be signed and started within 10 days of accepting a hangar
- If a hangar offer is declined, applicant will be moved to the bottom of the list for ALL hangars.
- Description and photos of different types of hangars





Questions?

Current Waiting List

- 253 People on the waiting list
 - 227 on the T-Hangar Waiting list
 - 26 on the Box Hangar Waiting list
- Average time of all applicants currently on the waiting list: 2 years
- Longest time on the waiting list without being offered a hangar: 4 years
- Hangar turnover per calendar year:
 - 2023:12
 - 2024:10
 - 2025(As of September 10th):11





City of Manassas Manassas Regional Airport Hangar Waiting List Policy

It is the policy of the Manassas Regional Airport Commission to ensure that an active list is available to individuals looking to rent aircraft storage space and keep the wait times reasonable for those placed on the list. The Manassas Regional Airport owns and maintains 156 hangars, located on the east and west side of the airport.

Purpose

Hangars are intended for use by individuals, partnerships, or corporations that own, or have under exclusive lease, one (1) or more aircraft. Any individual, partnership, or corporation may apply to be on the waiting list. Applicants do not have to be in possession of an aircraft to be on the list. However, the applicant must be in possession of an aircraft within thirty (30) days of signing a lease agreement. A copy of the aircraft registration will be required within 30 days of executing a hangar lease agreement. If the aircraft is being leased, the tenant must provide a signed copy of the lease to the Airport for their review.

Waiting List

1. Individuals, partnerships, or corporations will be required to submit an application in order to be placed on the waiting list. Any airport business can place their name on a waiting list for a commercial hangar.

2. Commercial Operations – Per Airport Commission RESOLUTION NO. 01-26, Applicants intending to operate a business from a hangar(s) are restricted to the **East Side E Row Corporate Use Box Hangars Only**; located at 10501 (E1), 10503 (E2), 10507 (E4), 10509 (E5), and 10511 (E6) Wakeman Drive.

a. Prior to opening a business, the Applicant will need to sign a Commercial Hangar Lease and apply for a Commercial Operating Permit, COP; meeting all requirements as specified under Article 17 the Airport's Minimum Standards.

3. The applicant's position on the Hangar Waitlist is non-transferable to other individuals, partnerships, or corporations. Hangar offers can only be made to, and accepted by the original applicant noted on the application.

NOTE: Any changes in a partnership, company, or LLC by the applicant must be notified to Airport Staff within thirty (30) calendar days of the change. Airport Staff may request supporting documentation in order to make the change.

4. Applicants can place their name on multiple waiting lists for each size and location of hangar. Waiting lists are maintained for East T-Hangars, West T-Hangars, and Corporate Use Box Hangars, Box Hangars. Any changes to an applicant's hangar preferences must be notified to Airport staff by completing a new application. The Applicant's position on the waiting list will not change for the hangars they initially requested. If an applicant wishes to be placed on the list for additional hangar sizes, the new preferences will place the Applicant at the bottom of those lists.

5. Only aircraft owned or co-owned, or leased by the applicant will be authorized to occupy the hangar. A hangar can have more than one aircraft or tenant if size permits. Both tenants will be required to sign a dual occupancy lease with the initial applicant. **Subleasing or transferring of a hangar is prohibited.**

6. An applicant may be denied hangar space if the applicant has been or is currently in default of any other lease with the City, or has violated the Airport's Rules and Regulations within the past twelve (12) calendar months.

7. Applicant will be removed from waiting list(s) under the following conditions:

- a. Failure to respond to one (1) offer for hangar space;
- b. Failure to provide current address and phone number;
- c. Failure to have a deposit on file; and/or
- d. At the applicant's request.

NOTE: Applicants currently on the waiting list will be required to submit a new application in order to provide current contact information. The applicant's spot on the waiting list will not change.

8. The Airport will conduct an annual review of the waiting list in order to update contact information and hangar preferences from Applicants. Airport Staff will contact Applicants by email and/or phone. Failure to respond to Airport staff's contact attempts within **five (5) calendar days** will result in a removal from the waiting list, and the deposit refunded to the address on file for the applicant.

Notification of an Available Hangar Space

1. When a hangar becomes available, Airport Staff will execute the following notifications:

- a. The individual will be sent an email with the hangar size, time of availability, and the rental amount.
- b. The individual will be called and should no one answer, be left a voicemail with the hangar size, time of availability, and the rental amount.

2. The individual will have **five (5) calendar days** from the initial notification to respond to the offer. Should the individual respond, the individual will be provided required paperwork and payment information.

- a. Applicants not in possession of an aircraft or who will not be in possession of an aircraft within **thirty (30) calendar days** will be considered as a refusal and will be taken off the list. Any applicant who is removed from the list will need to reapply in order to be placed back on the list.
- b. If the Applicant does not respond or refuses the offer, they will be taken off the list. Any Applicant who is removed from the list will need to reapply in order to be placed back on the list. Their deposit will be refunded using the last address that is on file.
- c. If accepting the hangar, the lease must be signed and all supporting documents must be received no later than **ten (10) calendar days** after the acceptance of hangar.

d. The waiting list deposit will be applied to the lease's security deposit, which is 1 month's rent for the accepted hangar. Any overage after applying the deposit will be applied as a credit towards rent payments for the hangar.

3. After a response or no response from the initial offer, Airport Staff will move to the next person on the waiting list. The notification process will begin again until an eligible individual secures a hangar.

4. Applicants will be offered the first available hangar that meets the preferences indicated in on their application. If an applicant declines an offer for any hangar, they will be moved to the bottom of the list for **all hangars** they were relisted for.

Monthly Rental Rates and Deposits

Each applicant is required to have a deposit on file in order to stay or be placed on the waiting list. Deposits are refundable and will be applied to the security deposit upon executing a hangar lease agreement. Deposits will be placed in a non-interest-bearing account until used or refunded.

Deposits are set at the highest unit rate that the applicant has applied for. Box Hangars require a separate deposit.

If an existing applicant wishes to add a more expensive hangar to their preferences, they will be invoiced for the difference in required deposit. If they wish to add a more expensive hangar, the Applicants place on the list for the new hangar will be based on the date of the requested change.

Examples:

Applicant is on list for a FIRST AVAILABLE (any unit and location) hangar. Deposit will be \$588.00

Applicant is on list for an East Side 42' Unit AND East Side 42' End Unit. Deposit will be \$530.25

Applicant is on the list for a FIRST AVAILABLE unit, AND a FIRST AVAILABLE Box Hangar. Deposit will be \$2163.00(\$588 Hangar Deposit + \$1575 Box Hangar Deposit)

A list of the monthly hangar rates are listed below. Rates are subject to change and take effect at the start of each fiscal year (July 1).

Units	East Side	West Side
Regular Units 42' Door	\$428.40	\$351.75
End Units 42' Door	\$530.25	\$404.25
Regular Units 40' Door	\$378.00	N/A
End Units with Office 40' Door	\$530.25	N/A
Regular Units 45' Door	\$456.75	N/A
Regular Units 48' Door	\$530.25	N/A
End Units 48' Door	\$588.00	N/A
Box Hangar 60' by 50'	\$1,575.00	N/A
Box Hangar 60' by 60'	\$2,100.00	N/A

Monthly rent includes utilities unless the unit is individually metered.

Hangar Descriptions – East Side

East Side T- Hangars range in size from 40' doors, to 48' doors. Some unit have horizontal sliding doors, and others have vertical electric bifold doors. All hangars are fully paved, have an overhead light and at least one 110v electric outlet. There is one public bathroom located at the south end of G Row for tenants.

East Side Sliding Door 42' Unit:



East Side Bifold Door 42' Unit:



|

Hangar Descriptions – West Side

West Side T- Hangars all have 42' doors. Some units have horizontal, barn-style doors, and others have vertical electric bifold doors. Most units are fully paved, with some units only having a concrete pad in the middle surrounded by gravel. All hangars have an overhead light and at least one 110v electric outlet. West side hangars currently have no bathroom facilities. tenants may use the public bathrooms in the terminal on the East side of the Airport.

West Side Barn-style door 42' Unit:



West Side Bifold door with gravel floor 42' Unit:



West Side Bifold Door with paved floor 42' Unit:



Hangar Descriptions – Box Hangars (East Side Only)

Box hangars are 60'x50', with horizontal sliding doors. These units are individually metered, and offer electricity, heat and water with some office space as well as a bathroom. Tenant is responsible for paying for the utilities in these units.

60'x50' Box Hangar Unit:



If you have any questions on our hangars, please email HEFOps@manassasva.gov



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Approval of Hangar Lease Agreement between Legend Aviation and the City (Mr. Juan Rivera, Airport director, 5 minutes)

Suggested Action and/or Recommendation

Approve Lease

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-203

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Lease Agreement Legend Aviation 10509.pdf](#)
- [Lease Agreement Legend Aviation 10507.pdf](#)



MANASSAS REGIONAL AIRPORT
10600 Harry J Parrish Blvd
2nd Floor
Manassas, VA 20110

LEASE AGREEMENT
(For Commercial Hangar Space)

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into and dated this _____ day of _____, 20____ (the “*Effective Date*”), by and between the **CITY OF MANASSAS**, a Virginia municipal corporation (hereinafter referred to as “*Landlord*” or the “*City*” as the context may require); and _____, a _____ (hereinafter referred to as “*Tenant*”).

RECITALS:

WHEREAS, the City is a municipal corporation that owns and operates the Manassas Regional Airport located in Manassas, Virginia (the “*Airport*”); and

WHEREAS, City owns and controls certain aircraft Hangar facilities at the Airport (the “*Hangar Facility*”); and

WHEREAS, Tenant wishes to lease from Landlord _____ of the hangar Units as described in Section 1.1 below for Permitted Use and for no other purpose, and Landlord, for and in consideration of the rents and all other charges and payments hereunder and of the covenants, agreements, terms, provisions and conditions to be kept and performed hereunder by Tenant, grants and conveys to Tenant, and Tenant hereby hires and takes from Landlord, a leasehold interest in the Unit, subject to all matters hereinafter set forth and upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease for the term hereinafter stated.

NOW THEREFORE, Landlord and Tenant hereby agree to the following:

ARTICLE - I
(DESCRIPTION OF HANGAR)

1.1 DESCRIPTION OF UNIT. The Hangar space subject to this Lease is described as follows (hereinafter, “*Unit*”):

Hangar Number:	
Hangar Location:	East
Hangar Size:	
Office Space:	No

1.2 LIST OF AIRCRAFT. Upon request, the Tenant shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director (hereinafter “*Authorized Aircraft.*”).

1.3 LEASE OF UNIT. Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord the Unit for the storage of the Permitted Uses found in Section 4.1 and for no other purpose, all upon the express terms and conditions as contained in this Lease.

1.4 CONDITION OF UNIT. Tenant shall accept the Unit in its present As-Is condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about said Unit.

1.5 RULES AND REGULATIONS. This Lease and the Tenant of the Unit shall at all times be subject to the conditions hereinafter set forth and the Manassas Regional Airport Minimum Standards and Rules and Regulations as adopted and modified from time to time by the City, which terms and conditions are incorporated herein by reference. By signing this Lease, the Tenant acknowledges that he or she has read and understood the Rules and Regulations.

ARTICLE - II **(TERM)**

2.1 TERM. This Lease shall commence effective on _____, 20____ (the “**Commencement Date**”) and shall continue on for a period of twelve (12) months and ending on _____, 20____ (the “**Expiration**”) with the Tenant’s option to extend for three (3) additional twelve (12) month periods as long as Tenant is in good standing and in compliance with the terms of the Lease. The Tenant shall give the Landlord sixty (60) days notice of its intent to extend. For the purposes of this Lease, the period of time starting on the Commencement Date and continuing until and through the date of Expiration shall hereinafter be known as the “**Initial Term**” or the “**Lease Term**”, as the context may require, and the period of time between the Expiration of the Initial Term and the end of any extension shall be hereafter known as an “**Extension Term.**” The words “Lease Term” or “Term” shall refer to either the Initial Term or an Extension Term as the case may be.

ARTICLE - III **(RENT, FEES AND CHARGES)**

3.1 RENT. Tenant shall pay rent to Landlord under this Lease at the rate of _____ and 0 /100 Dollars (\$_____) per month for use of the Unit identified above (the “**Rent**”). The monthly payment of Rent shall be due and payable upon execution of this Lease by Tenant and subsequent payments of Rent shall be due and payable on the first (1st) day of each subsequent month thereafter during the Lease Term.

3.2 RENT ADJUSTMENT. At the beginning of any Extension Term, the Rent shall be increased by Two Point Nine Percent (2.9%) of the Rent payable for the preceding Term (all of which shall be calculated without giving effect to any waiver of rent or rent credit otherwise provided to Tenant). The escalated Rent so determined shall be the “**Rent**” for all purposes of this Lease, including the calculation of the increase in Rent for the subsequent Term.

3.3 LATE PAYMENTS. Payment of Rent is due on the first (1st) day of each month. Any payment of Rent which is received by the Landlord on or after the tenth (10th) of any month during the Term, shall be subject to a late fee equal to ten percent (10%) of each such late payment (each, a “**Late Charge**”). Additionally, any Rent which is thirty (30) days delinquent shall bear interest at the rate of eighteen percent (18%) per annum from the date the payment is due until paid (the “**Default Interest Rate**”). If any installment of Rent is late three (3) or more times in any consecutive twelve (12) month period, the Tenant shall be deemed to be chronically delinquent and the City shall have the right, in addition to the Late Charge, the Default Interest Rate and all other rights and remedies reserved under this Agreement, to increase the Rent for the remaining Term of this Lease by **five percent (5%)** in order to compensate the City for its additional administrative expenses incurred in collecting the Rent. If the Tenant’s account stays current, and is not late in paying any Rent for the remaining Term after being deemed to be chronically delinquent, and for an additional 12 consecutive months of a new lease or an optional renewal of this Lease, then the Rent can be reduced by the amount of the original Rent increase.

3.4 SECURITY DEPOSIT. Simultaneously with the execution of this Lease by Tenant, Tenant shall post a security deposit with Landlord in the amount of _____ and 0 /100 Dollars (\$) (the “**Security Deposit**”). The Security Deposit shall constitute security for payment of Rent and for any and all other obligations of Tenant under this Lease. If Tenant defaults, beyond any applicable cure period, with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent or any other payment due under this Lease, and the obligation of Tenant to maintain the Unit and deliver possession thereof back to Landlord at the Expiration or earlier termination of the Lease Term in the condition required herein, then Landlord may (without any waiver of Tenant’s default being deemed to have occurred) apply all or any part of the Security Deposit to the payment of any sum in default beyond any applicable cure period, or any other sum which Landlord may be required or deem necessary to spend or incur by reason of Tenant’s default, or to satisfy in part or in whole any damages suffered by Landlord as a result of Tenant’s default which continues to exist beyond any applicable cure period. In the event of such application, Tenant shall promptly deposit with Landlord the amount necessary to restore the Security Deposit to the full amount set forth above. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent, nor a measure of Landlord’s damages in the event of any default by Tenant. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within Thirty (30) days after the expiration or sooner termination of this Lease. In the event of a sale or transfer of Landlord’s estate or interest in the Hangar Facility, Landlord shall transfer the Security Deposit to the purchaser or transferee, and upon such transfer Landlord shall be considered fully released by Tenant from all liability for the return of the Security Deposit.

3.5 KEY/LOCK REPLACEMENT FEE. Upon execution of this Lease, Tenant will receive _____ key(s) for the Unit. Duplication of the security keys will not be permitted and any duplication of the assigned keys by Tenant without Landlord’s express written consent shall be grounds for termination of this Lease

3.5.1 Lockout/Replacement of Keys. In the event that the Tenant at any time misplaces its keys or access codes and becomes locked out of the Unit after the Commencement Date of this Lease, Landlord will provide Tenant with access free of charge at first such occurrence. For any additional subsequent lock-outs, Tenant shall be charged and will pay Landlord a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents. If the key was stolen, Landlord shall be notified by Tenant and a copy of the filed police report must be provided to the Landlord.

3.5.2 Additional Keys. If the Tenant requires additional keys, the Landlord will issue the additional key at the cost prescribed by Landlord in its rates and fees schedules or other related documents. This fee will be non-refundable to Tenant.

3.5.3 Return of Keys. Upon Expiration or earlier termination of this Lease, Tenant shall return all keys for the Unit back to Landlord. Failure to return issued keys will result in a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents

3.5.4 Security. Tenant shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. No private locks of any type are allowed on any door of the Unit. Tenant shall insure that Landlord has access to the Unit at all times. Tenant agrees to abide by and cooperate with Landlord in the enforcement and implementation of all applicable Airport security regulations and measures. Tenant shall be responsible for securing the Unit and the Authorized Aircraft and equipment stored therein at all times. Violation of this Section shall constitute an Event of Default and grounds for the Landlord to immediately terminate this Lease and to seek such other additional remedies in law or equity which may be available to Landlord.

3.6 UTILITIES. Tenant shall pay for all metered utilities that are associated with the assigned Unit. The Landlord shall allow the providers of such utilities reasonable access.

3.6.1 Unmetered Utilities. Landlord shall provide utilities without additional cost to Tenant for any unmetered utility, provided, however, that the Landlord reserves the right to assess an additional fee for consumption of utilities by Tenant beyond normal requirements as determined solely by Landlord. The Landlord or Tenant may elect to install separate meters on all unmetered utilities to the Unit. Tenant shall be responsible for paying any formerly-unmetered utility from and after the date the meter is installed.

3.7 TAXES. Tenant shall be responsible for all personal property taxes, real estate taxes, gross receipt taxes, etc., levied with respect to Tenant's business operations conducted on the property.

3.8 ADDITIONAL FEES AND CHARGES. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.

ARTICLE - IV
(HANGAR USE)

4.1 PERMITTED USES. Subject to the terms of this Agreement and the Minimum Standards, the Landlord grants to Tenant the non-exclusive privilege to operate, conduct and perform the following services on or from the Unit and for no other purpose whatsoever (together, the “*Permitted Use*”):

4.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

4.1.2 Parking, storage, servicing, repair and maintenance of aircraft.

4.1.3 _____.

4.1.4 _____.

4.1.5 *Additional Uses of Unit.* Should the Tenant desire to offer any such additional services not listed above and included and made part of Tenant’s Permitted Use, the Tenant shall notify the Airport Director in writing of its desire to offer such additional services, and the Airport Director shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Tenant’s request, unless the Airport Director notifies Tenant within such thirty (30) day period that the request requires additional information or time in order to respond to Tenant’s request, in which event, the time for the Airport Director to respond shall be extended as per the request, but in no event to exceed ninety (90) days. In the event the Airport Director fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Tenant’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on nonexclusive basis to Tenant and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

4.2 COMMERCIAL ACTIVITY. No commercial activity shall be conducted by Tenant on or about the Unit without a valid Commercial Operating Permit. Failure to maintain a current Commercial Operating Permit shall result in the termination of the Lease.

4.3 CONDUCT AND NUISANCE. The Unit shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the Airport, or other hangars or structures at the Airport.

4.4 TOOLS AND EQUIPMENT. Tools, equipment, and materials that constitute a fire hazard are prohibited in the Unit. A determination as to what may be considered to be a fire hazard shall be made at the sole discretion of the City’s Fire Marshal, whose decision shall be final.

4.5 CONDUCT AND APPEARANCE. Tenant shall control the conduct and demeanor of its guests and invitees in and around the Unit and shall take all steps necessary to remove people whom the Landlord may, for good and sufficient cause, deem objectionable. In utilizing the Unit during the Term of this Lease, Tenant agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state or local government agency, including the Manassas Regional Airport Rules and Regulations promulgated by the Manassas Regional Airport, as the same may be amended from time to time.

4.5.1 Interference with Airport Operations. In its use of the Unit, the Tenant shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures and roadways, now or hereafter located on areas adjacent to the Unit.

4.6 OUTSIDE STORAGE. The Tenant understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers or equipment such as, by way of example, campers, boats, recreational vehicles or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units and any other equipment that is owned or leased by Tenant and which are normally required for conduct of the Permitted Use from the Unit are excluded from this provision (the "Excluded Equipment"), provided however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas near the Unit or such other areas as may from time to time be designated by the Landlord in order to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Tenant be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a "safety area" or an "obstacle free area", any taxilane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

4.7 SCHEDULED INSPECTIONS. Provided that reasonable prior notice has been given, Landlord may enter the Unit at any time to inspect the Hangar Facility or the Unit, as the case may be. For the purposes of this Section, reasonable notice shall be deemed to be fourteen (14) days prior written notice from Landlord to Tenant. Tenant is permitted to be present during any scheduled inspection of the Unit.

4.7.1 Other Inspections. Advance notice shall not be required for the Landlord to enter the Unit for emergencies. If the Landlord does enter the Unit pursuant to an emergency, a notice of such entry shall be communicated in writing to the Tenant; such notice shall include name(s) of personnel that entered the Unit, the date, time and duration of entry, and the nature of the entry.

4.8 SURRENDER. Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Tenant agrees peaceably to surrender up the Unit to the Landlord in the same condition as they may hereafter be repaired and improved by the Tenant; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the Landlord. Upon such cancellation or termination, the Landlord may re-enter and repossess the Unit together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Landlord's election. Provided that Tenant is not otherwise in Default of this Agreement, and further provided, that Tenant shall continue to pay to the Landlord the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Tenant shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Unit, provided the removal thereof does not impair, limit or destroy the utility of the Unit or that of the Improvements thereon, and provided, further, that the Tenant repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

4.8.1 Closeout Inspection. Upon Expiration of the Term, the Unit will be inspected for any alterations or damages. Any damage to the Unit, its structure or floor and any alterations not acceptable to the Landlord will be immediately repaired to Landlord's reasonable satisfaction or in the case of alterations, removed by Tenant at its sole cost and expense, or at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant shall be responsible for all damages excluding reasonable wear and tear caused to the Unit.

ARTICLE - V
(TENANT OBLIGATIONS)

5.1 AIRCRAFT BASE. As applicable, the Tenant agrees that the any Aircraft stored in the Unit for more than 60 days is considered to be based at Manassas Regional Airport and Tenant shall obtain, keep current and provide evidence to the Landlord of an aircraft license for the Aircraft from the Virginia Department of Aviation. A copy of this license must be submitted to the Landlord within 60 days of the execution of this lease.

5.2 TENANT'S INSURANCE. Tenant agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Landlord from time to time, insuring against liability for damage or loss to other aircraft or other property and against liability for personal injury or death arising from acts or omissions of Tenant, its agents, employees, or invitees. Failure to provide proof of the appropriate coverage shall be deemed an event of Default by Tenant and shall be grounds for termination of this Lease by Landlord. On or before the anniversary date of the policy term, the Tenant shall provide proof of insurance continuing beyond that date for a period of at least another year. Tenant shall during the Term of this Lease, procure at its expense and keep in force, the following types of insurance coverage:

5.2.1 General Liability Coverage (Airport Liability). General liability insurance naming the Landlord, the Airport Commission and their respective agents as additional insured against any and all claims for bodily injury and property damage occurring in or about the Airport, the Hangar Facility, Unit or any appurtenances thereto arising from use of the Unit and covering the operation of the Tenant. Such insurance shall be written on an "Occurrence Form" and shall include, without limitation, blanket contractual liability recognizing provisions of this Lease, broad form property damage, and coverage for independent contractors, personal injury liability and coverage for hired auto and non-ownership auto liability. Such insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. Such insurance minimums shall be no less than those outlined in the Minimum Standards as they apply to the Tenant's operation. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

5.2.2 Rating; Certificates; Cancellation. The policies required to be maintained by Tenant shall be with companies rated A-X or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the Commonwealth of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, as reasonably determined by Landlord. Certificates of insurance and certified copies of the policies shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least Thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Unit and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least Thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

5.2.3 Insurance Requirements. Tenant shall keep in force such other insurance as the Landlord may reasonably require as stipulated in the Minimum Standards. The City reserves the right to direct the Tenant to increase the minimum insurance if required upon such review. All required insurance must be in effect and so continue during the life of this Lease. To the extent possible, the Landlord shall be named on all insurance policies required to be carried by Tenant under this Lease as either an additional insured or a loss payee, duplicate copies of which policies shall be deposited with the Landlord.

5.3 FIRE EXTINGUISHER. The Tenant shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the Landlord's Fire Marshal.

5.4 SNOW REMOVAL. Tenant agrees to remove all snow and ice in the immediate vicinity of the hangar door, sidewalks, and pedestrian doors. The Tenant shall not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

5.5 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Unit or this Lease, or sublease all or any part of the Unit, or permit the use or occupancy of the Unit by any party other than Tenant, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld at Landlord's sole discretion.

5.6 MACHINERY AND EQUIPMENT; ALTERATIONS AND ADDITIONS; REMOVAL OF FIXTURES.

5.6.1. Floor and Structural Loads. Without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion: (i) no tools, machines, storage cabinets or other fixtures may be attached to the walls, or structure of the Unit that would cause damage or strain the structural integrity of the Unit; and (ii) no load shall be placed upon the floor of the Unit which would exceeds the maximum live load of pounds per square foot which the Landlord has determined is appropriate for the floor of the Unit. No aircraft or aircraft components shall be suspended or lifted utilizing the structure of the Unit or any components of the Hangar Facility. Only lifting devices resting on the floor but not attached to any other portion of the Unit are permitted.

5.6.2 Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or on the Unit, including, but not limited to painting the floor, without Landlord's prior written consent, which consent may be conditioned or withheld at landlord's sole discretion. Landlord may impose a reasonable fee for the review of any proposed alterations, additions or improvements. Any such alterations, additions or improvements which may be approved by Landlord shall be made, at Tenant's sole expense and in compliance with all applicable laws, by a licensed contractor, free of liens, and in a good and workmanlike manner conforming in quality and design with the Unit existing as of the Commencement Date of this Lease. No such alterations, additions or improvements approved by Landlord shall diminish the value of the Hangar Facility or the Unit, and except as provided in Section 5.6.4 below, all such alterations, additions or improvements shall become the property of the Landlord upon the expiration of the Lease Term.

5.6.3 Existing Alterations. Alterations, additions or improvements to or on the Unit existing prior to the execution of the lease are required to be inspected and approved by the City of Manassas Zoning Department and/or the Fire Marshal. Tenant is required to provide a copy of the inspection to the Landlord. Any alterations not approved shall be removed or altered to comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances and NFPA standards.

5.6.4 Removal of Alterations. Upon the expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with due diligence, remove all trade fixtures and any alterations, additions, or improvements made by Tenant which were designated by Landlord to be removed at the time its consent to the installation thereof was granted, and Tenant shall repair any damage to the Unit caused by such removal. Tenant shall pay Landlord any reasonable damages for injury to the Hangar Facility or the Unit resulting from the removal of its trade fixtures and the alterations. All items of Tenant's personal property that are not removed from the Unit by Tenant at the termination of this Lease shall be deemed abandoned and upon ten (10) days prior notice, the same shall become, at Landlord's sole option, the property of the Landlord.

5.6.4 Electrical Equipment. Tenant will not install or operate in the Unit any electrical or other equipment requiring any changes, replacements or additions to any base Hangar Facility or Unit system, without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion (and if such consent is granted Tenant shall be responsible for the costs of such changes, replacements or additions).

5.7 ENVIRONMENTAL PROVISIONS.

5.7.1 General. Tenant agrees to comply (and to cause its agents, employees, contractors and invitees to comply) with any and all applicable Environmental Laws (as defined below) in connection with: (i) Tenant's use and occupancy of the Unit; and (ii) any other fact or circumstance the existence of which legally imposes on Tenant the obligation to so comply therewith. Tenant shall provide all information within Tenant's control requested by Landlord and/or governmental authorities in connection with Environmental Laws or Hazardous Materials (defined below) relating to the matters contemplated in the preceding sentence.

5.7.2 Tenant's Warranties and Covenants. During the Term of the Lease, Tenant warrants, represents and covenants to and with Landlord as follows:

(A) Tenant will not introduce, or permit or suffer the introduction, within the Unit or the Hangar Facility: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (iv) petroleum products; or (v) except as permitted below, any flammable material or explosives, radioactive materials or other substance constituting "hazardous materials" or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.) and the regulations adopted and promulgated pursuant thereto, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or successor legislation thereto, or any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, the "**Environmental Laws**"). The substances described in (i), (ii), (iii), (iv) or (v) above are hereinafter collectively referred to herein as "**Hazardous Materials**".

(B) Except as expressly permitted hereby, the Unit will never be used by Tenant for any activities involving, directly or indirectly, the use, generation, treatment, transportation, storage or disposal of any Hazardous Materials, or to refine, produce, store, handle, transfer, process or transport Hazardous Materials.

(C) Tenant: (i) shall comply with the Manassas Regional Airport Rules and Regulations, Environmental Laws and all other applicable laws, rules and regulations or orders pertaining to health, the environment or Hazardous Materials, in so far as such laws pertain to Tenant's use and occupancy of the Unit or the need for such compliance arises due to the acts or omissions of Tenant, its agents, employees, contractors, invitees, subtenants or assignees; (ii) shall not, except as specifically permitted hereby, store, utilize, generate, treat, transport or dispose of (or permit or acquiesce in the storage, utilization, generation, transportation, treatment or disposal of) any Hazardous Materials on or from the Unit; (iii) shall cause its agents, employees, licensees, contractors, invitees, subtenants and assignees to comply with the representations, warranties and covenants herein contained and shall be responsible for any non-compliance by any such party(ies); (iv) agrees that no portion of the Unit will be used by Tenant or any assignee or subtenant of Tenant as a dump or recycling center; and (v) will not install any fuel tanks of any type, nor store any fuel in the Unit, except for fuel that is in the Authorized Aircraft.

(D) In the event of any Hazardous Materials Release (as hereinafter defined) which is attributable, in whole or in part, to the presence of Hazardous Materials existing in, on or about the Unit or the Hangar Facility subsequent to the Commencement Date, which is caused, directly or indirectly, by Tenant or Tenant's agents, employees, contractors, licensees, invitees, sub-tenants or assignees, or which is otherwise Tenant's responsibility under the terms of this Lease, Tenant shall, at the direction of Landlord or any federal, state, or local authority or other governmental authority, remove or cause the removal of any such Hazardous Materials and rectify any such Hazardous Materials Release, and otherwise comply or cause compliance with the laws, rules, regulations or orders of such authority, all at the sole expense of Tenant, including without limitation, the undertaking and completion of all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Unit or the Hangar Facility. If, under such circumstances, Tenant shall fail to proceed with such removal or otherwise comply with such

laws, rules, regulations or orders within the period permitted under the applicable regulation or order (if any), the same shall constitute a Default under this Lease (without any notice to Tenant required), and Landlord may, but shall not be obligated to, take such action as may be reasonably necessary under the circumstance to eliminate such Hazardous Materials from the Unit or the Hangar Facility, as the case may be, or otherwise comply with the applicable law, rule, regulation or order, acting either in its own name or in the name of Tenant pursuant to this Section, and the cost thereof shall be borne by Tenant and thereupon become due and payable hereunder; provided, however, that Landlord shall not exercise its self-help rights hereunder, nor exercise any right otherwise provided herein to terminate this Lease or Tenant's right of possession due to Tenant's failure or inability to correct such problem within a time certain as long as Tenant is at all times using its best efforts its efforts to correct the problem (provided however, that if Landlord determines, in its reasonable discretion, that there exists a substantial risk of injury, property damage or governmental enforcement action against Landlord, or governmental or third party civil liability to Landlord, then Landlord shall, notwithstanding Tenant's continuing best efforts to correct the problem, be entitled to take such independent action, and to recover the reasonable and actual costs associated therewith from Tenant). Tenant shall give to Landlord and its authorized agents and employees access to the Unit for such purposes and hereby specifically grants to Landlord a license, but not the obligation, to remove the Hazardous Materials and remediate any Hazardous Material Release as defined below and otherwise comply with such applicable laws, rules, regulations or orders, acting either in its own name or in the name of the Tenant pursuant to this Section.

(E) Tenant hereby indemnifies and holds the Landlord and its respective, agencies, boards, commissions, committees, elected and appointed officers, partners, employees and agents harmless from, against, for and in respect of, any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of actions, encumbrances, fines, penalties, and costs and expenses suffered, sustained, incurred or required to be paid by Landlord (including, without limitation, lost rent, diminished value, reasonable fees and disbursements or attorneys, engineers, laboratories, contractors and consultants) because of, or arising out of or relating to a violation of any of the Tenant's representations, warranties and covenants under this Section, including any Environmental Liabilities (as hereinbelow defined) arising therefrom. For purposes of this indemnification clause, "**Environmental Liabilities**" shall include all costs and liabilities with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials (each a "**Hazardous Materials Release**"), including without limitation, cleanups, remedial and response actions, remedial investigations and feasibility studies, permits and licenses required by, or undertaken in order to comply with the requirements of, any federal, state or local law, regulation, or agency or court, any damages for injury to person, property or natural resources, claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Unit or the Hangar Facility relating to the foregoing. The foregoing indemnification and the responsibilities of Tenant under this Section shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any Hazardous Materials or contamination that it can prove existed prior to the Commencement Date.

(F) Tenant shall promptly notify Landlord in writing of the occurrence of any Hazardous Materials Release or any pending or threatened regulatory actions, or any claims made by any governmental authority or third party, relating to any Hazardous Materials or Hazardous Materials Release on or from the Unit, and shall promptly furnish Landlord with copies of any correspondence or legal pleadings or documents in connection therewith. Landlord shall have the right, but shall not be obligated, to notify any governmental authority of any state of facts which may come to its attention with respect to any Hazardous Materials or Hazardous Materials Release on or from the Unit following consultation with Tenant.

(G) Tenant agrees that Landlord shall have the right (but not the obligation) to conduct, or to have conducted by its agents or contractors, such periodic environmental inspections of the Unit as Landlord shall reasonably deem necessary or advisable from time to time. Landlord shall provide Tenant with fourteen (14) days' prior notice of any such inspection of the interior of the Unit, except in case of an emergency, in which case only such notice as may be practicable under the circumstance shall be required. The cost of any such inspection shall be borne by Tenant in the event such inspection determines that Tenant has breached the covenants set forth in above.

5.7.3 Permitted Materials. Notwithstanding the foregoing, Tenant shall be permitted to store reasonable amounts of Hazardous Materials that are typically used for the Tenant's business such as cleaners, oils, lubricants, and similar materials (collectively the "**Permitted Materials**"), provided, to the extent use and storage of the Permitted Materials are regulated, Tenant must (A) be licensed by the applicable and appropriate governmental authorities to possess and store such Permitted Materials within the Unit, (B) Tenant must notify and provide Landlord with a list of each Permitted Material stored within the Unit, and (C) all such Permitted Materials must be properly used, stored and disposed of in a manner and location meeting all Environmental Laws and corresponding regulations. If Landlord in its reasonable opinion determines that said Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work on Tenant's behalf and at Tenant's sole expense and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

5.8 **AIRCRAFT FUELING.** Aircraft shall not be fueled while in the Unit at anytime.

5.9 **PAINTING.** No painting of aircraft or aircraft parts will be allowed in the Unit without the Tenants first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

5.10 **MAINTENANCE OF HANGER.** At all times during the Term of the Lease, or while Tenant is in possession of the Unit, the Tenant shall keep the Unit in a clean, orderly and first-class operating condition, free of dirt, rubbish, and insects. Tenant shall keep the floor of the Unit clean and free of debris at all times.

5.11 **ROUTINE MAINTENANCE.** During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit and perform, at its sole expense, all routine maintenance "**Routine Maintenance**" is a function of preserving each type of facility as near as possible in its condition as constructed. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

5.12 **FUEL DISPOSAL.** The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Tenant agrees to provide an area for the proper disposal of sump fuel for Tenant.

ARTICLE – VI
(LANDLORD SERVICES)

6.1 SERVICES PROVIDED.

6.1.1 Repairs. Landlord shall maintain, repair, replace and keep in good operating condition, comparable hangars similar to the Unit, as reasonably determined by the Landlord, the roofs, foundations, HVAC replacement, conduits, downspouts, gutters, and structural walls of the Unit (hereinafter referred to as the “**Landlord’s Repair Obligation**”); provided that, to the extent the need for any such repairs or replacements arise as a the result of the negligence or willful misconduct of Tenant (or Tenant’s agents, employees, contractors, invitees, assignees or sub-tenants) and the same is not covered under the policies of casualty insurance which are required to be carried by the parties pursuant to this Lease (in which case the proceeds of such insurance will be utilized to satisfy the cost thereof), the cost of such repairs or replacements shall be reimbursable by Tenant to Landlord, and such reimbursement shall be due not later than Thirty (30) days after Landlord’s written demand therefore.

6.1.2 Airport Services. The Landlord covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the Landlord may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Landlord further agrees to maintain the taxilanes, taxiways, aprons, and runways in good repair including the removal of snow. The Landlord agrees to keep in good repair hard-surfaced public roads for access to the Unit and remove snow therefrom in order to make such roads reasonably passable. The Landlord also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Unit for access thereto by the Tenant in accordance with the City policies governing same.

6.1.3 Snow Removal. The Landlord agrees to remove snow from the taxilanes, public roads, taxiways, aprons, and runways. Snow in front of the hangar door will be to the extent safely possible, given the capabilities and limits of the Airport equipment and its operator and/or the Airport’s contractors.

6.1.4 Waste/Trash Storage, Handling and Removal. Landlord agrees to provide trash services and appropriate dumpsters necessary for Tenant to dispose of trash from Unit. Tenant shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Unit or out of its operations. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Unit is forbidden. Tenant shall not dispose of hazardous material, or household items that are not related to the Unit, at the Unit. The dumpster shall remain closed at all times. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Tenant shall use extreme care when effecting removal of all such waste to prevent littering the Airport. The Tenant shall dispose of its sanitary sewage through the City’s sanitary sewer system.

ARTICLE - VII
(LIABILITY, INDEMNITY, AND DAMAGE)

7.1 DISCLAIMER OF LIABILITY. Landlord hereby disclaims, and Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the Term of this Lease, including but not limited to loss, damage or injury to the Authorized Aircraft or other property of Tenant that may be located or stored in or about the Unit, unless such loss, damage or injury is caused by Landlord's gross negligence or intentional willful misconduct. Landlord does not, by this provision, or otherwise, waive sovereign immunity. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Unit.

7.2 INDEMNITY; FORCE MAJEURE. Tenant agrees to release, indemnify and hold Landlord, its agencies, boards, commissions, committees, partners, elected and appointed officers departments, employees and agents harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Landlord by reason of any loss of or damage to any property and, to the extent permitted by law, the injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Landlord or its servants, employees, departments, invitees, or agents of any covenant or condition of the Lease or by any act or failure to act of those persons. Landlord shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Landlord's control.

7.3 DAMAGE. Tenant shall be liable for any and all damage to the Unit or the Hangar Facility caused by Tenant's use, including, but not limited to, bent or broken interior walls, holes in the wall, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant shall exercise reasonable care to keep oil and grease off the floor and immediately clean any oil or grease that reaches the floor. Any floors that have been painted without the prior written approval of Landlord shall be stripped and the paint removed at Tenant's expense.

7.4 CASUALTY. In the event the Unit or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Unit, as reasonably determined by Landlord, is not rendered completely unusable by Tenant or deemed by the Landlord to have been condemned as a result of such damage. In the event of such damage, Tenant shall immediately give notice to Landlord. If the Unit is rendered unusable by Tenant as a result of such damage and Landlord elects to repair the damage, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of the Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If Landlord elects not to repair the Unit, this Lease shall terminate.

7.5 DISCHARGE OF LIENS. Tenant shall not permit any mechanics', laborers' or materialmens' liens to stand against the Unit by reason of any work, labor, services, or material done for or supplied to Tenant or anyone holding the Unit through or under the Tenant. If any such lien shall at any time be recorded against the Unit or against the Landlord's interest therein, then the Tenant shall: (a) give written notice thereof promptly to Landlord; and (b) cause the same to be discharged of record within thirty (30) days after the date of recording the same, either by payment, deposit, or bond. If Tenant fails to discharge any such lien within such period, then Landlord, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Tenant shall immediately pay Landlord any amount paid or deposited by Landlord to discharge such lien.

7.6 FAILURE TO MAINTAIN. In the event the Tenant fails within a period of thirty (30) days after notice from the Landlord: (a) to commence to do any of the maintenance work required to be done by Tenant under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Unit in good repair and working condition (together, the "**Required Maintenance**"); and (b) to diligently continue to complete the Required Maintenance as required under the terms of this Agreement; then, the Landlord may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Unit, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Unit, and proceed to do the Required Maintenance, and do all things reasonably necessary in order to complete the Required Maintenance. Provided, however, if in the sole opinion of the City, the Tenant's failure to perform any such Required Maintenance creates an emergency or an event which in the City's sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Tenant, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Maintenance at any time after the giving of such notice (together, the "**Emergency Maintenance**"). The cost and expense incurred by the City in order to make the Required Maintenance, to include any of the Emergency Maintenance made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Tenant to the City upon demand together with interest thereon at the Default Interest Rate. The City's costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Tenant's obligation to perform the Required Maintenance.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Maintenance, the Tenant hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Tenant as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Unit or to perform any of the Required Maintenance or the Emergency Maintenance.

7.7 INTERFERENCE WITH COMMUNICATIONS. Further, in operating its machinery and equipment at or from the Unit or elsewhere at the Airport, the Tenant shall take all reasonable measures necessary to insure that it will not produce at the Unit or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.8 CLOSURE OF ACCESS. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway, taxilane, taxiway, apron, or access gate and any other way at, in or near the Unit presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Unit remains available to the Tenant. Closure of such areas may be done at any time when such action is considered to be necessary and without notice. The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Unit or in any streets or roadways or access gates near the Unit or elsewhere at the Airport.

ARTICLE - VIII **(DEFAULT)**

8.1 EVENTS OF DEFAULT. The following shall be events of default (each a “*Default*” or an “*Event of Default*” as the context may require):

8.1.1 *Rent.* If Tenant fails to pay Rent or any other sum required to be paid hereunder within five (5) days after written notice from Landlord that such payment was due, but was not paid as of the due date (provided, however, if Landlord has delivered two (2) such notices to Tenant within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to Landlord hereunder on or before the due date for such payment occurring shall constitute a Default by Tenant without requirement of such five (5) day notice and opportunity to cure being given; or

8.1.2 *Covenants.* If Tenant fails to perform any term, covenant or condition of this Lease (except payment of Rent), and Tenant fails to cure such breach within thirty (30) days after written notice from Landlord where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Tenant shall not be in Default if it commences such performance promptly after its receipt of Landlord’s written notice and diligently thereafter prosecutes the same to completion; provided that no such thirty (30) day grace period shall be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations; (ii) the Default relates to the assignment and subletting provisions; (iii) the Default relates to a violation by Tenant of any of the environmental provisions of this Lease; (iv) the Default is of a nature as set forth in Section 8.1.3 below, in which event the periods set forth therein shall control, or Section 8.1.4 below, in which event there shall be no applicable cure period; or (v) there exists a reasonable possibility of danger to the Unit or the Hangar Facility or the health or safety of the Landlord, the Tenant, Tenant’s invitees, or any other occupants of, or visitors to, the Airport; or

8.1.3 *Bankruptcy or Liquidation.* If Tenant shall: (i) make an assignment for the benefit of creditors; (ii) acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension or insolvency proceedings; (iii) seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant and of all or substantially all of Tenant’s property; (iv) file a petition seeking an order for relief under the Bankruptcy Code, as now or hereafter amended or supplemented, or by filing any petition under any other present or future federal, state or other statute or law for the same or similar relief; or (v) fail to win the dismissal, discontinuation or vacating of any involuntary bankruptcy proceeding within Sixty (60) days after such proceeding is initiated; or

8.1.4 *Continued Occupancy or Abandonment.* If the Tenant fails to regularly store, in the reasonable opinion of the Airport Director, the Authorized Aircraft identified in this Lease in the Unit or has otherwise vacated the Unit.

8.2 REMEDIES UPON DEFAULT. In the Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which Landlord may resort to cumulatively, consecutively, or in the alternative:

8.2.1 *Continuation of Lease.* Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent and other charges when due.

8.2.2 Termination of Lease. Landlord may terminate this Lease, or may terminate Tenant's right to possession of the Unit without terminating this Lease, for cause, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Tenant's rights hereunder) shall immediately terminate, provided that, without limitation, Tenant's obligation to pay Rent and any damages otherwise payable under this Lease shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Tenant's right of possession, all of Tenant's rights in and to possession of the Unit shall terminate but this Lease shall continue subject to the effect of this Section. Upon either such termination, Tenant shall surrender and vacate the Unit in the condition required by this Lease, and Landlord may re-enter and take possession of the Unit and all the remaining improvements or property and eject Tenant or any of the Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. Landlord shall thereafter deliver to Tenant any personal property it took possession of, at a time and location selected in Landlord's sole and absolute discretion. Any such property not claimed by Tenant shall be deemed abandoned. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Tenant, all of which shall expressly survive such termination. Landlord may relet the Unit for a period shorter or longer than the remaining Lease Term. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Unit or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a constructive or other termination of Tenant's right to possession or of this Lease, either of which may be effected solely by an express written notice from Landlord to Tenant. On termination, Landlord shall have the right to remove all Tenant's personal property and store same at Tenant's cost, and to recover from Tenant, as damages: (i) Rent and other sums due and payable which had been earned at the time of termination; plus (ii) any other amount necessary to compensate Landlord for all of the out-of-pocket costs incurred on account of Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, any costs or expenses reasonably incurred by Landlord: (a) in retaking possession of the Unit; (b) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Unit or a portion thereof, including such acts for reletting to a new tenant or tenants; (c) for leasing commissions (if any); or (d) for any other costs necessary or appropriate to relet the Unit together with the unamortized portion of any improvements made for Tenant by Landlord and paid for by Landlord.

8.2.3 Re-entry and Removal. Landlord may, with or without terminating this Lease, re-enter the Unit with or without judicial process and remove all persons and property from the Unit; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Tenant fails to claim said property within ten (10) days of notice from Landlord, it shall be deemed to be abandoned and may be disposed of by landlord without liability to the Tenant. No re-entry or taking possession of the Unit by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. If the Authorized Aircraft or other equipment of Tenant is left in the Unit, Landlord shall have the right to remove the Authorized Aircraft and other property of the Tenant, store the Authorized Aircraft at an itinerant aircraft tie-down location and charge the Tenant for the storage of the Authorized Aircraft at Landlord's then current transient aircraft tie-down rates in effect. In such case, Tenant further agrees that neither Landlord, nor its agents, officers nor employees shall be in any way responsible for any loss or damage to the Authorized Aircraft or other property, except for any loss or damage resulting from the gross negligence of the Landlord, its agents, officer, or employees. Tenant acknowledges and agrees that pursuant to applicable Virginia law, Landlord may impose a lien upon the Authorized Aircraft for the amounts which may be due to Landlord under this Lease until such amounts are paid in full.

8.2.4 Waiver by Tenant. Landlord shall not be responsible to Tenant for any cost, damages, or expenses incurred by Tenant as a result of Tenant's Default under this Lease. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) except as may be otherwise specifically required herein, to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given; (ii) to redeem the Unit; (iii) to re-enter or repossess the Unit; (iv) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease; (v) to the benefit of any law which exempts property from liability for debt or for distress for rent; or (vi) as provided herein, to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.

8.2.5 Attorney Fees and Costs. In case suit shall be brought for recovery of the Unit, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept and performed, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees of not less than twenty-five percent (25%) and costs.

8.2.6 Remedies Not Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monetary sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. In case of re-entry, repossession or termination of this Lease, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to other accrued liabilities), to the extent legally permissible, for the rent, additional rent and all other charges provided for herein. Landlord may file suit to recover its damages from time to time or at the end of the Term as Landlord shall elect.

ARTICLE - IX
(GENERAL PROVISIONS)

9.1 CHOICE OF LAW; JURISDICTION. It is mutually understood and agreed that this Lease shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance (without regard to the choice of law and/or conflict of law principles applicable in such State). Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Prince William, Commonwealth of Virginia.

9.2 NOTICES. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by overnight delivery service or certified or registered mail, return receipt requested:

(1) <u>If to Landlord, addressed to:</u> Airport Director Manassas Regional Airport 2nd Floor 10600 Harry J. Parrish Boulevard Manassas, VA 20110	(2) <u>If to Tenant, addressed to:</u> _____ _____ _____ _____
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9.3 INTEGRATION. This Lease constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Unit. Any change or modification hereof must be in writing signed by both parties.

9.4 WAIVER. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. Landlord shall not be bound by any notation accompanying any payment nor shall any waiver be construed by acceptance of a partial payment.

9.5 SUCCESSORS BOUND. This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

9.6 SEVERABILITY. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to the Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

9.7 ESTOPPEL CERTIFICATES. Upon request of the Landlord, Tenant will execute and deliver to the Landlord within twenty (20) days of the request therefore, an instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of the Tenant's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed, and that as of such date no default has been declared hereunder by the Landlord and that the Tenant at the time has no knowledge of any factor or circumstances which it might reasonably believe would give rise to a default.

9.8 EXECUTION IN COUNTERPARTS. This Lease may be executed by both parties in counterparts; each of which shall be deemed an original, but all such counterparts taken together shall constitute on and the same Lease.

9.9 WAIVER OF TRIAL BY JURY. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Unit, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Unit, Tenant will not interpose any counterclaim of whatever nature or description.

9.10 OBLIGATION TO PAY ABSOLUTE. Except as specifically provided herein, this Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed are absolute and shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease. Tenant shall not be released of the obligation to pay rent for any reason, including, but not limited to, strikes or labor troubles of any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by acts of war or terrorism.

9.11 CONFLICTS. In the event that this Lease conflicts with a provision of the Airport's Minimum Standards or the Manassas Regional Airport's Rules and Regulations, the most restrictive provision shall govern.

9.12 CITY ORDINANCES. The Tenant's use of the Unit shall at all times comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances regarding zoning.

9.13 HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Lease Term, Tenant shall be deemed, at Landlord's option, a trespasser or a tenant at sufferance, which tenancy may be terminated as provided by this Lease and applicable law. During any holdover tenancy (whether or not consented to by Landlord), unless Landlord has otherwise agreed in writing, Tenant agrees to pay to Landlord, a per diem occupancy charge equal to two hundred percent (200%) of the per diem Rent as was in effect under this Lease for the last month of the Lease Term. Such payments shall be made within five (5) days after Landlord's demand, and in no event less often than once per month (in advance). In the case of a holdover which has been consented to by Landlord in writing, unless otherwise agreed to in writing by Landlord and Tenant, Tenant shall give to Landlord thirty (30) days prior written notice of any intention to quit the Unit, and Tenant shall be entitled to thirty (30) days prior written notice to quit the Unit, except in the event of non-payment of Rent in advance or the breach of any other covenant or the existence of a Default. Upon expiration of the Lease Term as provided herein, Tenant shall not be entitled to any notice to quit, the usual notice to quit being hereby expressly waived under such circumstances, and Tenant shall surrender the Unit on the last day of the Lease Term.

9.14 SALES AND AUCTIONS: SIGNAGE. Tenant may not display or sell merchandise outside the Unit and may not use such areas for storage. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Unit whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not display any sign, graphics, notice, picture, or poster, or any advertising matter whatsoever, anywhere in or about the Unit at places visible from anywhere outside or at the entrance to the Unit without first obtaining Landlord's written consent thereto, which consent may be withheld, conditioned or delayed at Landlord's sole discretion. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such permitted signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such signs.

9.15 SIGNAGE. The Tenant shall have the right to install and maintain one or more signs on the Unit identifying Tenant's business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs, new or existing, must comply with the City's sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City's sign ordinance. The Tenant shall advise the Airport Director of its intent to request a permit from the City to install signs on the Unit prior to making such application.

9.15 NO ACCORD OR SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other sums due hereunder shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord, irrespective of any such restrictive endorsement, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sum and to pursue any other remedy provided in this Lease.

9.16 ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and Tenant and delivery of a signed copy by Landlord to Tenant.

9.17 JOINT OBLIGATION. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

9.18 MARGINAL HEADINGS, ETC. The marginal headings and titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

9.19 RECORDATION. Except to the extent otherwise required by law, neither Landlord nor Tenant shall record this Lease or a memorandum hereof.

9.20 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or inequity.

9.21 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

9.22 SURVIVAL. All indemnities set forth in this Lease shall survive the expiration or earlier termination of this Lease.

9.23 RELATIONSHIP OF PARTIES. The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall not at any time during the Term of this Lease become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant. This Lease shall not deem to create a partnership or joint venture between Landlord and Tenant.

9.24 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANY OTHER TERMS OR PROVISIONS CONTAINED ELSEWHERE IN THIS LEASE, LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AUTHORIZED AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE UNIT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE UNIT UNDER THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused this Lease to be executed on their respective behalves by their duly authorized officers, as of the Effective Date above written.

TENANT:	LANDLORD:
	CITY OF MANASSAS
By: _____	By: _____
Name: _____	Name: _____
_____ Title: _____	Title: Airport Director,
_____ [If signing on behalf of company/LLC]	Manassas Regional Airport

Tenant Contact Information:		
Address		
City	State	Zip Code
Work Phone	Cell Phone	Home Phone
Email:		Fax:

Administrative Use Only:

- ☐ List of Aircraft (if applicable)
- ☐ Insurance
 - ☐ Certificate of Insurance
 - ☐ Additionally Insured Endorsement
- ☐ Articles of Incorporation/Bylaws (if applicable)
- ☐ Commercial Operating Permit (if applicable)
- ☐ Deposit (1st month's rent)
- ☐ 1st Month Payment (full or prorated)
- ☐ Utilities (provide information)
- ☐ Issue Keys (once payment clears)
 - ☐ Hangar Lock and Key
 - ☐ Office Key
- ☐ Gate Cards
 - ☐ Driver Training
- ☐ Welcome Booklet
- ☐ Soft copy/Hard copy
 - ☐ Email or mail welcome letter with lease
- ☐ Send lease to Treasurer's Office
- ☐ Enter into tenant database

Initials: _____ Date: _____



MANASSAS REGIONAL AIRPORT
10600 Harry J Parrish Blvd
2nd Floor
Manassas, VA 20110

LEASE AGREEMENT
(For Commercial Hangar Space)

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into and dated this _____ day of _____, 20____ (the “*Effective Date*”), by and between the **CITY OF MANASSAS**, a Virginia municipal corporation (hereinafter referred to as “*Landlord*” or the “*City*” as the context may require); and _____, a _____ (hereinafter referred to as “*Tenant*”).

RECITALS:

WHEREAS, the City is a municipal corporation that owns and operates the Manassas Regional Airport located in Manassas, Virginia (the “*Airport*”); and

WHEREAS, City owns and controls certain aircraft Hangar facilities at the Airport (the “*Hangar Facility*”); and

WHEREAS, Tenant wishes to lease from Landlord _____ of the hangar Units as described in Section 1.1 below for Permitted Use and for no other purpose, and Landlord, for and in consideration of the rents and all other charges and payments hereunder and of the covenants, agreements, terms, provisions and conditions to be kept and performed hereunder by Tenant, grants and conveys to Tenant, and Tenant hereby hires and takes from Landlord, a leasehold interest in the Unit, subject to all matters hereinafter set forth and upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease for the term hereinafter stated.

NOW THEREFORE, Landlord and Tenant hereby agree to the following:

ARTICLE - I
(DESCRIPTION OF HANGAR)

1.1 DESCRIPTION OF UNIT. The Hangar space subject to this Lease is described as follows (hereinafter, “*Unit*”):

Hangar Number:	
Hangar Location:	East
Hangar Size:	
Office Space:	Yes

1.2 LIST OF AIRCRAFT. Upon request, the Tenant shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director (hereinafter “*Authorized Aircraft.*”).

1.3 LEASE OF UNIT. Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord the Unit for the storage of the Permitted Uses found in Section 4.1 and for no other purpose, all upon the express terms and conditions as contained in this Lease.

1.4 CONDITION OF UNIT. Tenant shall accept the Unit in its present As-Is condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about said Unit.

1.5 RULES AND REGULATIONS. This Lease and the Tenant of the Unit shall at all times be subject to the conditions hereinafter set forth and the Manassas Regional Airport Minimum Standards and Rules and Regulations as adopted and modified from time to time by the City, which terms and conditions are incorporated herein by reference. By signing this Lease, the Tenant acknowledges that he or she has read and understood the Rules and Regulations.

ARTICLE - II **(TERM)**

2.1 TERM. This Lease shall commence effective on _____, 20____ (the “**Commencement Date**”) and shall continue on for a period of twelve (12) months and ending on _____, 20____ (the “**Expiration**”) with the Tenant’s option to extend for three (3) additional twelve (12) month periods as long as Tenant is in good standing and in compliance with the terms of the Lease. The Tenant shall give the Landlord sixty (60) days notice of its intent to extend. For the purposes of this Lease, the period of time starting on the Commencement Date and continuing until and through the date of Expiration shall hereinafter be known as the “**Initial Term**” or the “**Lease Term**”, as the context may require, and the period of time between the Expiration of the Initial Term and the end of any extension shall be hereafter known as an “**Extension Term**.” The words “Lease Term” or “Term” shall refer to either the Initial Term or an Extension Term as the case may be.

ARTICLE - III **(RENT, FEES AND CHARGES)**

3.1 RENT. Tenant shall pay rent to Landlord under this Lease at the rate of _____ and 0 /100 Dollars (\$_____) per month for use of the Unit identified above (the “**Rent**”). The monthly payment of Rent shall be due and payable upon execution of this Lease by Tenant and subsequent payments of Rent shall be due and payable on the first (1st) day of each subsequent month thereafter during the Lease Term.

3.2 RENT ADJUSTMENT. At the beginning of any Extension Term, the Rent shall be increased by Two Point Nine Percent (2.9%) of the Rent payable for the preceding Term (all of which shall be calculated without giving effect to any waiver of rent or rent credit otherwise provided to Tenant). The escalated Rent so determined shall be the “**Rent**” for all purposes of this Lease, including the calculation of the increase in Rent for the subsequent Term.

3.3 LATE PAYMENTS. Payment of Rent is due on the first (1st) day of each month. Any payment of Rent which is received by the Landlord on or after the tenth (10th) of any month during the Term, shall be subject to a late fee equal to ten percent (10%) of each such late payment (each, a “**Late Charge**”). Additionally, any Rent which is thirty (30) days delinquent shall bear interest at the rate of eighteen percent (18%) per annum from the date the payment is due until paid (the “**Default Interest Rate**”). If any installment of Rent is late three (3) or more times in any consecutive twelve (12) month period, the Tenant shall be deemed to be chronically delinquent and the City shall have the right, in addition to the Late Charge, the Default Interest Rate and all other rights and remedies reserved under this Agreement, to increase the Rent for the remaining Term of this Lease by **five percent (5%)** in order to compensate the City for its additional administrative expenses incurred in collecting the Rent. If the Tenant’s account stays current, and is not late in paying any Rent for the remaining Term after being deemed to be chronically delinquent, and for an additional 12 consecutive months of a new lease or an optional renewal of this Lease, then the Rent can be reduced by the amount of the original Rent increase.

3.4 SECURITY DEPOSIT. Simultaneously with the execution of this Lease by Tenant, Tenant shall post a security deposit with Landlord in the amount of _____ and 0 /100 Dollars (\$) (the “**Security Deposit**”). The Security Deposit shall constitute security for payment of Rent and for any and all other obligations of Tenant under this Lease. If Tenant defaults, beyond any applicable cure period, with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent or any other payment due under this Lease, and the obligation of Tenant to maintain the Unit and deliver possession thereof back to Landlord at the Expiration or earlier termination of the Lease Term in the condition required herein, then Landlord may (without any waiver of Tenant’s default being deemed to have occurred) apply all or any part of the Security Deposit to the payment of any sum in default beyond any applicable cure period, or any other sum which Landlord may be required or deem necessary to spend or incur by reason of Tenant’s default, or to satisfy in part or in whole any damages suffered by Landlord as a result of Tenant’s default which continues to exist beyond any applicable cure period. In the event of such application, Tenant shall promptly deposit with Landlord the amount necessary to restore the Security Deposit to the full amount set forth above. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent, nor a measure of Landlord’s damages in the event of any default by Tenant. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within Thirty (30) days after the expiration or sooner termination of this Lease. In the event of a sale or transfer of Landlord’s estate or interest in the Hangar Facility, Landlord shall transfer the Security Deposit to the purchaser or transferee, and upon such transfer Landlord shall be considered fully released by Tenant from all liability for the return of the Security Deposit.

3.5 KEY/LOCK REPLACEMENT FEE. Upon execution of this Lease, Tenant will receive _____ key(s) for the Unit. Duplication of the security keys will not be permitted and any duplication of the assigned keys by Tenant without Landlord’s express written consent shall be grounds for termination of this Lease

3.5.1 Lockout/Replacement of Keys. In the event that the Tenant at any time misplaces its keys or access codes and becomes locked out of the Unit after the Commencement Date of this Lease, Landlord will provide Tenant with access free of charge at first such occurrence. For any additional subsequent lock-outs, Tenant shall be charged and will pay Landlord a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents. If the key was stolen, Landlord shall be notified by Tenant and a copy of the filed police report must be provided to the Landlord.

3.5.2 Additional Keys. If the Tenant requires additional keys, the Landlord will issue the additional key at the cost prescribed by Landlord in its rates and fees schedules or other related documents. This fee will be non-refundable to Tenant.

3.5.3 Return of Keys. Upon Expiration or earlier termination of this Lease, Tenant shall return all keys for the Unit back to Landlord. Failure to return issued keys will result in a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents

3.5.4 Security. Tenant shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. No private locks of any type are allowed on any door of the Unit. Tenant shall insure that Landlord has access to the Unit at all times. Tenant agrees to abide by and cooperate with Landlord in the enforcement and implementation of all applicable Airport security regulations and measures. Tenant shall be responsible for securing the Unit and the Authorized Aircraft and equipment stored therein at all times. Violation of this Section shall constitute an Event of Default and grounds for the Landlord to immediately terminate this Lease and to seek such other additional remedies in law or equity which may be available to Landlord.

3.6 UTILITIES. Tenant shall pay for all metered utilities that are associated with the assigned Unit. The Landlord shall allow the providers of such utilities reasonable access.

3.6.1 Unmetered Utilities. Landlord shall provide utilities without additional cost to Tenant for any unmetered utility, provided, however, that the Landlord reserves the right to assess an additional fee for consumption of utilities by Tenant beyond normal requirements as determined solely by Landlord. The Landlord or Tenant may elect to install separate meters on all unmetered utilities to the Unit. Tenant shall be responsible for paying any formerly-unmetered utility from and after the date the meter is installed.

3.7 TAXES. Tenant shall be responsible for all personal property taxes, real estate taxes, gross receipt taxes, etc., levied with respect to Tenant's business operations conducted on the property.

3.8 ADDITIONAL FEES AND CHARGES. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.

ARTICLE - IV
(HANGAR USE)

4.1 PERMITTED USES. Subject to the terms of this Agreement and the Minimum Standards, the Landlord grants to Tenant the non-exclusive privilege to operate, conduct and perform the following services on or from the Unit and for no other purpose whatsoever (together, the “*Permitted Use*”):

4.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

4.1.2 Parking, storage, servicing, repair and maintenance of aircraft.

4.1.3 _____.

4.1.4 _____.

4.1.5 *Additional Uses of Unit.* Should the Tenant desire to offer any such additional services not listed above and included and made part of Tenant’s Permitted Use, the Tenant shall notify the Airport Director in writing of its desire to offer such additional services, and the Airport Director shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Tenant’s request, unless the Airport Director notifies Tenant within such thirty (30) day period that the request requires additional information or time in order to respond to Tenant’s request, in which event, the time for the Airport Director to respond shall be extended as per the request, but in no event to exceed ninety (90) days. In the event the Airport Director fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Tenant’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on nonexclusive basis to Tenant and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

4.2 COMMERCIAL ACTIVITY. No commercial activity shall be conducted by Tenant on or about the Unit without a valid Commercial Operating Permit. Failure to maintain a current Commercial Operating Permit shall result in the termination of the Lease.

4.3 CONDUCT AND NUISANCE. The Unit shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the Airport, or other hangars or structures at the Airport.

4.4 TOOLS AND EQUIPMENT. Tools, equipment, and materials that constitute a fire hazard are prohibited in the Unit. A determination as to what may be considered to be a fire hazard shall be made at the sole discretion of the City’s Fire Marshal, whose decision shall be final.

4.5 CONDUCT AND APPEARANCE. Tenant shall control the conduct and demeanor of its guests and invitees in and around the Unit and shall take all steps necessary to remove people whom the Landlord may, for good and sufficient cause, deem objectionable. In utilizing the Unit during the Term of this Lease, Tenant agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state or local government agency, including the Manassas Regional Airport Rules and Regulations promulgated by the Manassas Regional Airport, as the same may be amended from time to time.

4.5.1 Interference with Airport Operations. In its use of the Unit, the Tenant shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures and roadways, now or hereafter located on areas adjacent to the Unit.

4.6 OUTSIDE STORAGE. The Tenant understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers or equipment such as, by way of example, campers, boats, recreational vehicles or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units and any other equipment that is owned or leased by Tenant and which are normally required for conduct of the Permitted Use from the Unit are excluded from this provision (the "Excluded Equipment"), provided however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas near the Unit or such other areas as may from time to time be designated by the Landlord in order to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Tenant be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a "safety area" or an "obstacle free area", any taxilane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

4.7 SCHEDULED INSPECTIONS. Provided that reasonable prior notice has been given, Landlord may enter the Unit at any time to inspect the Hangar Facility or the Unit, as the case may be. For the purposes of this Section, reasonable notice shall be deemed to be fourteen (14) days prior written notice from Landlord to Tenant. Tenant is permitted to be present during any scheduled inspection of the Unit.

4.7.1 Other Inspections. Advance notice shall not be required for the Landlord to enter the Unit for emergencies. If the Landlord does enter the Unit pursuant to an emergency, a notice of such entry shall be communicated in writing to the Tenant; such notice shall include name(s) of personnel that entered the Unit, the date, time and duration of entry, and the nature of the entry.

4.8 SURRENDER. Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Tenant agrees peaceably to surrender up the Unit to the Landlord in the same condition as they may hereafter be repaired and improved by the Tenant; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the Landlord. Upon such cancellation or termination, the Landlord may re-enter and repossess the Unit together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Landlord's election. Provided that Tenant is not otherwise in Default of this Agreement, and further provided, that Tenant shall continue to pay to the Landlord the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Tenant shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Unit, provided the removal thereof does not impair, limit or destroy the utility of the Unit or that of the Improvements thereon, and provided, further, that the Tenant repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

4.8.1 Closeout Inspection. Upon Expiration of the Term, the Unit will be inspected for any alterations or damages. Any damage to the Unit, its structure or floor and any alterations not acceptable to the Landlord will be immediately repaired to Landlord's reasonable satisfaction or in the case of alterations, removed by Tenant at its sole cost and expense, or at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant shall be responsible for all damages excluding reasonable wear and tear caused to the Unit.

ARTICLE - V
(TENANT OBLIGATIONS)

5.1 AIRCRAFT BASE. As applicable, the Tenant agrees that the any Aircraft stored in the Unit for more than 60 days is considered to be based at Manassas Regional Airport and Tenant shall obtain, keep current and provide evidence to the Landlord of an aircraft license for the Aircraft from the Virginia Department of Aviation. A copy of this license must be submitted to the Landlord within 60 days of the execution of this lease.

5.2 TENANT'S INSURANCE. Tenant agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Landlord from time to time, insuring against liability for damage or loss to other aircraft or other property and against liability for personal injury or death arising from acts or omissions of Tenant, its agents, employees, or invitees. Failure to provide proof of the appropriate coverage shall be deemed an event of Default by Tenant and shall be grounds for termination of this Lease by Landlord. On or before the anniversary date of the policy term, the Tenant shall provide proof of insurance continuing beyond that date for a period of at least another year. Tenant shall during the Term of this Lease, procure at its expense and keep in force, the following types of insurance coverage:

5.2.1 General Liability Coverage (Airport Liability). General liability insurance naming the Landlord, the Airport Commission and their respective agents as additional insured against any and all claims for bodily injury and property damage occurring in or about the Airport, the Hangar Facility, Unit or any appurtenances thereto arising from use of the Unit and covering the operation of the Tenant. Such insurance shall be written on an "Occurrence Form" and shall include, without limitation, blanket contractual liability recognizing provisions of this Lease, broad form property damage, and coverage for independent contractors, personal injury liability and coverage for hired auto and non-ownership auto liability. Such insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. Such insurance minimums shall be no less than those outlined in the Minimum Standards as they apply to the Tenant's operation. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

5.2.2 Rating; Certificates; Cancellation. The policies required to be maintained by Tenant shall be with companies rated A-X or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the Commonwealth of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, as reasonably determined by Landlord. Certificates of insurance and certified copies of the policies shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least Thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Unit and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least Thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

5.2.3 Insurance Requirements. Tenant shall keep in force such other insurance as the Landlord may reasonably require as stipulated in the Minimum Standards. The City reserves the right to direct the Tenant to increase the minimum insurance if required upon such review. All required insurance must be in effect and so continue during the life of this Lease. To the extent possible, the Landlord shall be named on all insurance policies required to be carried by Tenant under this Lease as either an additional insured or a loss payee, duplicate copies of which policies shall be deposited with the Landlord.

5.3 FIRE EXTINGUISHER. The Tenant shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the Landlord's Fire Marshal.

5.4 SNOW REMOVAL. Tenant agrees to remove all snow and ice in the immediate vicinity of the hangar door, sidewalks, and pedestrian doors. The Tenant shall not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

5.5 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Unit or this Lease, or sublease all or any part of the Unit, or permit the use or occupancy of the Unit by any party other than Tenant, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld at Landlord's sole discretion.

5.6 MACHINERY AND EQUIPMENT; ALTERATIONS AND ADDITIONS; REMOVAL OF FIXTURES.

5.6.1. Floor and Structural Loads. Without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion: (i) no tools, machines, storage cabinets or other fixtures may be attached to the walls, or structure of the Unit that would cause damage or strain the structural integrity of the Unit; and (ii) no load shall be placed upon the floor of the Unit which would exceeds the maximum live load of pounds per square foot which the Landlord has determined is appropriate for the floor of the Unit. No aircraft or aircraft components shall be suspended or lifted utilizing the structure of the Unit or any components of the Hangar Facility. Only lifting devices resting on the floor but not attached to any other portion of the Unit are permitted.

5.6.2 Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or on the Unit, including, but not limited to painting the floor, without Landlord's prior written consent, which consent may be conditioned or withheld at landlord's sole discretion. Landlord may impose a reasonable fee for the review of any proposed alterations, additions or improvements. Any such alterations, additions or improvements which may be approved by Landlord shall be made, at Tenant's sole expense and in compliance with all applicable laws, by a licensed contractor, free of liens, and in a good and workmanlike manner conforming in quality and design with the Unit existing as of the Commencement Date of this Lease. No such alterations, additions or improvements approved by Landlord shall diminish the value of the Hangar Facility or the Unit, and except as provided in Section 5.6.4 below, all such alterations, additions or improvements shall become the property of the Landlord upon the expiration of the Lease Term.

5.6.3 Existing Alterations. Alterations, additions or improvements to or on the Unit existing prior to the execution of the lease are required to be inspected and approved by the City of Manassas Zoning Department and/or the Fire Marshal. Tenant is required to provide a copy of the inspection to the Landlord. Any alterations not approved shall be removed or altered to comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances and NFPA standards.

5.6.4 Removal of Alterations. Upon the expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with due diligence, remove all trade fixtures and any alterations, additions, or improvements made by Tenant which were designated by Landlord to be removed at the time its consent to the installation thereof was granted, and Tenant shall repair any damage to the Unit caused by such removal. Tenant shall pay Landlord any reasonable damages for injury to the Hangar Facility or the Unit resulting from the removal of its trade fixtures and the alterations. All items of Tenant's personal property that are not removed from the Unit by Tenant at the termination of this Lease shall be deemed abandoned and upon ten (10) days prior notice, the same shall become, at Landlord's sole option, the property of the Landlord.

5.6.4 Electrical Equipment. Tenant will not install or operate in the Unit any electrical or other equipment requiring any changes, replacements or additions to any base Hangar Facility or Unit system, without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion (and if such consent is granted Tenant shall be responsible for the costs of such changes, replacements or additions).

5.7 ENVIRONMENTAL PROVISIONS.

5.7.1 General. Tenant agrees to comply (and to cause its agents, employees, contractors and invitees to comply) with any and all applicable Environmental Laws (as defined below) in connection with: (i) Tenant's use and occupancy of the Unit; and (ii) any other fact or circumstance the existence of which legally imposes on Tenant the obligation to so comply therewith. Tenant shall provide all information within Tenant's control requested by Landlord and/or governmental authorities in connection with Environmental Laws or Hazardous Materials (defined below) relating to the matters contemplated in the preceding sentence.

5.7.2 Tenant's Warranties and Covenants. During the Term of the Lease, Tenant warrants, represents and covenants to and with Landlord as follows:

(A) Tenant will not introduce, or permit or suffer the introduction, within the Unit or the Hangar Facility: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (iv) petroleum products; or (v) except as permitted below, any flammable material or explosives, radioactive materials or other substance constituting "hazardous materials" or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.) and the regulations adopted and promulgated pursuant thereto, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or successor legislation thereto, or any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, the "**Environmental Laws**"). The substances described in (i), (ii), (iii), (iv) or (v) above are hereinafter collectively referred to herein as "**Hazardous Materials**".

(B) Except as expressly permitted hereby, the Unit will never be used by Tenant for any activities involving, directly or indirectly, the use, generation, treatment, transportation, storage or disposal of any Hazardous Materials, or to refine, produce, store, handle, transfer, process or transport Hazardous Materials.

(C) Tenant: (i) shall comply with the Manassas Regional Airport Rules and Regulations, Environmental Laws and all other applicable laws, rules and regulations or orders pertaining to health, the environment or Hazardous Materials, in so far as such laws pertain to Tenant's use and occupancy of the Unit or the need for such compliance arises due to the acts or omissions of Tenant, its agents, employees, contractors, invitees, subtenants or assignees; (ii) shall not, except as specifically permitted hereby, store, utilize, generate, treat, transport or dispose of (or permit or acquiesce in the storage, utilization, generation, transportation, treatment or disposal of) any Hazardous Materials on or from the Unit; (iii) shall cause its agents, employees, licensees, contractors, invitees, subtenants and assignees to comply with the representations, warranties and covenants herein contained and shall be responsible for any non-compliance by any such party(ies); (iv) agrees that no portion of the Unit will be used by Tenant or any assignee or subtenant of Tenant as a dump or recycling center; and (v) will not install any fuel tanks of any type, nor store any fuel in the Unit, except for fuel that is in the Authorized Aircraft.

(D) In the event of any Hazardous Materials Release (as hereinafter defined) which is attributable, in whole or in part, to the presence of Hazardous Materials existing in, on or about the Unit or the Hangar Facility subsequent to the Commencement Date, which is caused, directly or indirectly, by Tenant or Tenant's agents, employees, contractors, licensees, invitees, sub-tenants or assignees, or which is otherwise Tenant's responsibility under the terms of this Lease, Tenant shall, at the direction of Landlord or any federal, state, or local authority or other governmental authority, remove or cause the removal of any such Hazardous Materials and rectify any such Hazardous Materials Release, and otherwise comply or cause compliance with the laws, rules, regulations or orders of such authority, all at the sole expense of Tenant, including without limitation, the undertaking and completion of all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Unit or the Hangar Facility. If, under such circumstances, Tenant shall fail to proceed with such removal or otherwise comply with such

laws, rules, regulations or orders within the period permitted under the applicable regulation or order (if any), the same shall constitute a Default under this Lease (without any notice to Tenant required), and Landlord may, but shall not be obligated to, take such action as may be reasonably necessary under the circumstance to eliminate such Hazardous Materials from the Unit or the Hangar Facility, as the case may be, or otherwise comply with the applicable law, rule, regulation or order, acting either in its own name or in the name of Tenant pursuant to this Section, and the cost thereof shall be borne by Tenant and thereupon become due and payable hereunder; provided, however, that Landlord shall not exercise its self-help rights hereunder, nor exercise any right otherwise provided herein to terminate this Lease or Tenant's right of possession due to Tenant's failure or inability to correct such problem within a time certain as long as Tenant is at all times using its best efforts its efforts to correct the problem (provided however, that if Landlord determines, in its reasonable discretion, that there exists a substantial risk of injury, property damage or governmental enforcement action against Landlord, or governmental or third party civil liability to Landlord, then Landlord shall, notwithstanding Tenant's continuing best efforts to correct the problem, be entitled to take such independent action, and to recover the reasonable and actual costs associated therewith from Tenant). Tenant shall give to Landlord and its authorized agents and employees access to the Unit for such purposes and hereby specifically grants to Landlord a license, but not the obligation, to remove the Hazardous Materials and remediate any Hazardous Material Release as defined below and otherwise comply with such applicable laws, rules, regulations or orders, acting either in its own name or in the name of the Tenant pursuant to this Section.

(E) Tenant hereby indemnifies and holds the Landlord and its respective, agencies, boards, commissions, committees, elected and appointed officers, partners, employees and agents harmless from, against, for and in respect of, any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of actions, encumbrances, fines, penalties, and costs and expenses suffered, sustained, incurred or required to be paid by Landlord (including, without limitation, lost rent, diminished value, reasonable fees and disbursements or attorneys, engineers, laboratories, contractors and consultants) because of, or arising out of or relating to a violation of any of the Tenant's representations, warranties and covenants under this Section, including any Environmental Liabilities (as hereinbelow defined) arising therefrom. For purposes of this indemnification clause, "**Environmental Liabilities**" shall include all costs and liabilities with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials (each a "**Hazardous Materials Release**"), including without limitation, cleanups, remedial and response actions, remedial investigations and feasibility studies, permits and licenses required by, or undertaken in order to comply with the requirements of, any federal, state or local law, regulation, or agency or court, any damages for injury to person, property or natural resources, claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Unit or the Hangar Facility relating to the foregoing. The foregoing indemnification and the responsibilities of Tenant under this Section shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any Hazardous Materials or contamination that it can prove existed prior to the Commencement Date.

(F) Tenant shall promptly notify Landlord in writing of the occurrence of any Hazardous Materials Release or any pending or threatened regulatory actions, or any claims made by any governmental authority or third party, relating to any Hazardous Materials or Hazardous Materials Release on or from the Unit, and shall promptly furnish Landlord with copies of any correspondence or legal pleadings or documents in connection therewith. Landlord shall have the right, but shall not be obligated, to notify any governmental authority of any state of facts which may come to its attention with respect to any Hazardous Materials or Hazardous Materials Release on or from the Unit following consultation with Tenant.

(G) Tenant agrees that Landlord shall have the right (but not the obligation) to conduct, or to have conducted by its agents or contractors, such periodic environmental inspections of the Unit as Landlord shall reasonably deem necessary or advisable from time to time. Landlord shall provide Tenant with fourteen (14) days' prior notice of any such inspection of the interior of the Unit, except in case of an emergency, in which case only such notice as may be practicable under the circumstance shall be required. The cost of any such inspection shall be borne by Tenant in the event such inspection determines that Tenant has breached the covenants set forth in above.

5.7.3 Permitted Materials. Notwithstanding the foregoing, Tenant shall be permitted to store reasonable amounts of Hazardous Materials that are typically used for the Tenant's business such as cleaners, oils, lubricants, and similar materials (collectively the "**Permitted Materials**"), provided, to the extent use and storage of the Permitted Materials are regulated, Tenant must (A) be licensed by the applicable and appropriate governmental authorities to possess and store such Permitted Materials within the Unit, (B) Tenant must notify and provide Landlord with a list of each Permitted Material stored within the Unit, and (C) all such Permitted Materials must be properly used, stored and disposed of in a manner and location meeting all Environmental Laws and corresponding regulations. If Landlord in its reasonable opinion determines that said Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work on Tenant's behalf and at Tenant's sole expense and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

5.8 AIRCRAFT FUELING. Aircraft shall not be fueled while in the Unit at anytime.

5.9 PAINTING. No painting of aircraft or aircraft parts will be allowed in the Unit without the Tenants first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

5.10 MAINTENANCE OF HANGER. At all times during the Term of the Lease, or while Tenant is in possession of the Unit, the Tenant shall keep the Unit in a clean, orderly and first-class operating condition, free of dirt, rubbish, and insects. Tenant shall keep the floor of the Unit clean and free of debris at all times.

5.11 ROUTINE MAINTENANCE. During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit and perform, at its sole expense, all routine maintenance "**Routine Maintenance**" is a function of preserving each type of facility as near as possible in its condition as constructed. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

5.12 FUEL DISPOSAL. The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Tenant agrees to provide an area for the proper disposal of sump fuel for Tenant.

ARTICLE – VI
(LANDLORD SERVICES)

6.1 SERVICES PROVIDED.

6.1.1 Repairs. Landlord shall maintain, repair, replace and keep in good operating condition, comparable hangars similar to the Unit, as reasonably determined by the Landlord, the roofs, foundations, HVAC replacement, conduits, downspouts, gutters, and structural walls of the Unit (hereinafter referred to as the “**Landlord’s Repair Obligation**”); provided that, to the extent the need for any such repairs or replacements arise as a the result of the negligence or willful misconduct of Tenant (or Tenant’s agents, employees, contractors, invitees, assignees or sub-tenants) and the same is not covered under the policies of casualty insurance which are required to be carried by the parties pursuant to this Lease (in which case the proceeds of such insurance will be utilized to satisfy the cost thereof), the cost of such repairs or replacements shall be reimbursable by Tenant to Landlord, and such reimbursement shall be due not later than Thirty (30) days after Landlord’s written demand therefore.

6.1.2 Airport Services. The Landlord covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the Landlord may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Landlord further agrees to maintain the taxilanes, taxiways, aprons, and runways in good repair including the removal of snow. The Landlord agrees to keep in good repair hard-surfaced public roads for access to the Unit and remove snow therefrom in order to make such roads reasonably passable. The Landlord also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Unit for access thereto by the Tenant in accordance with the City policies governing same.

6.1.3 Snow Removal. The Landlord agrees to remove snow from the taxilanes, public roads, taxiways, aprons, and runways. Snow in front of the hangar door will be to the extent safely possible, given the capabilities and limits of the Airport equipment and its operator and/or the Airport’s contractors.

6.1.4 Waste/Trash Storage, Handling and Removal. Landlord agrees to provide trash services and appropriate dumpsters necessary for Tenant to dispose of trash from Unit. Tenant shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Unit or out of its operations. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Unit is forbidden. Tenant shall not dispose of hazardous material, or household items that are not related to the Unit, at the Unit. The dumpster shall remain closed at all times. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Tenant shall use extreme care when effecting removal of all such waste to prevent littering the Airport. The Tenant shall dispose of its sanitary sewage through the City’s sanitary sewer system.

ARTICLE - VII
(LIABILITY, INDEMNITY, AND DAMAGE)

7.1 DISCLAIMER OF LIABILITY. Landlord hereby disclaims, and Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the Term of this Lease, including but not limited to loss, damage or injury to the Authorized Aircraft or other property of Tenant that may be located or stored in or about the Unit, unless such loss, damage or injury is caused by Landlord's gross negligence or intentional willful misconduct. Landlord does not, by this provision, or otherwise, waive sovereign immunity. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Unit.

7.2 INDEMNITY; FORCE MAJEURE. Tenant agrees to release, indemnify and hold Landlord, its agencies, boards, commissions, committees, partners, elected and appointed officers departments, employees and agents harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Landlord by reason of any loss of or damage to any property and, to the extent permitted by law, the injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Landlord or its servants, employees, departments, invitees, or agents of any covenant or condition of the Lease or by any act or failure to act of those persons. Landlord shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Landlord's control.

7.3 DAMAGE. Tenant shall be liable for any and all damage to the Unit or the Hangar Facility caused by Tenant's use, including, but not limited to, bent or broken interior walls, holes in the wall, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant shall exercise reasonable care to keep oil and grease off the floor and immediately clean any oil or grease that reaches the floor. Any floors that have been painted without the prior written approval of Landlord shall be stripped and the paint removed at Tenant's expense.

7.4 CASUALTY. In the event the Unit or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Unit, as reasonably determined by Landlord, is not rendered completely unusable by Tenant or deemed by the Landlord to have been condemned as a result of such damage. In the event of such damage, Tenant shall immediately give notice to Landlord. If the Unit is rendered unusable by Tenant as a result of such damage and Landlord elects to repair the damage, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of the Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If Landlord elects not to repair the Unit, this Lease shall terminate.

7.5 DISCHARGE OF LIENS. Tenant shall not permit any mechanics', laborers' or materialmens' liens to stand against the Unit by reason of any work, labor, services, or material done for or supplied to Tenant or anyone holding the Unit through or under the Tenant. If any such lien shall at any time be recorded against the Unit or against the Landlord's interest therein, then the Tenant shall: (a) give written notice thereof promptly to Landlord; and (b) cause the same to be discharged of record within thirty (30) days after the date of recording the same, either by payment, deposit, or bond. If Tenant fails to discharge any such lien within such period, then Landlord, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Tenant shall immediately pay Landlord any amount paid or deposited by Landlord to discharge such lien.

7.6 FAILURE TO MAINTAIN. In the event the Tenant fails within a period of thirty (30) days after notice from the Landlord: (a) to commence to do any of the maintenance work required to be done by Tenant under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Unit in good repair and working condition (together, the "**Required Maintenance**"); and (b) to diligently continue to complete the Required Maintenance as required under the terms of this Agreement; then, the Landlord may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Unit, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Unit, and proceed to do the Required Maintenance, and do all things reasonably necessary in order to complete the Required Maintenance. Provided, however, if in the sole opinion of the City, the Tenant's failure to perform any such Required Maintenance creates an emergency or an event which in the City's sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Tenant, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Maintenance at any time after the giving of such notice (together, the "**Emergency Maintenance**"). The cost and expense incurred by the City in order to make the Required Maintenance, to include any of the Emergency Maintenance made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Tenant to the City upon demand together with interest thereon at the Default Interest Rate. The City's costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Tenant's obligation to perform the Required Maintenance.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Maintenance, the Tenant hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Tenant as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Unit or to perform any of the Required Maintenance or the Emergency Maintenance.

7.7 INTERFERENCE WITH COMMUNICATIONS. Further, in operating its machinery and equipment at or from the Unit or elsewhere at the Airport, the Tenant shall take all reasonable measures necessary to insure that it will not produce at the Unit or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.8 CLOSURE OF ACCESS. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway, taxilane, taxiway, apron, or access gate and any other way at, in or near the Unit presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Unit remains available to the Tenant. Closure of such areas may be done at any time when such action is considered to be necessary and without notice. The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Unit or in any streets or roadways or access gates near the Unit or elsewhere at the Airport.

ARTICLE - VIII **(DEFAULT)**

8.1 EVENTS OF DEFAULT. The following shall be events of default (each a “*Default*” or an “*Event of Default*” as the context may require):

8.1.1 *Rent.* If Tenant fails to pay Rent or any other sum required to be paid hereunder within five (5) days after written notice from Landlord that such payment was due, but was not paid as of the due date (provided, however, if Landlord has delivered two (2) such notices to Tenant within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to Landlord hereunder on or before the due date for such payment occurring shall constitute a Default by Tenant without requirement of such five (5) day notice and opportunity to cure being given; or

8.1.2 *Covenants.* If Tenant fails to perform any term, covenant or condition of this Lease (except payment of Rent), and Tenant fails to cure such breach within thirty (30) days after written notice from Landlord where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Tenant shall not be in Default if it commences such performance promptly after its receipt of Landlord’s written notice and diligently thereafter prosecutes the same to completion; provided that no such thirty (30) day grace period shall be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations; (ii) the Default relates to the assignment and subletting provisions; (iii) the Default relates to a violation by Tenant of any of the environmental provisions of this Lease; (iv) the Default is of a nature as set forth in Section 8.1.3 below, in which event the periods set forth therein shall control, or Section 8.1.4 below, in which event there shall be no applicable cure period; or (v) there exists a reasonable possibility of danger to the Unit or the Hangar Facility or the health or safety of the Landlord, the Tenant, Tenant’s invitees, or any other occupants of, or visitors to, the Airport; or

8.1.3 *Bankruptcy or Liquidation.* If Tenant shall: (i) make an assignment for the benefit of creditors; (ii) acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension or insolvency proceedings; (iii) seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant and of all or substantially all of Tenant’s property; (iv) file a petition seeking an order for relief under the Bankruptcy Code, as now or hereafter amended or supplemented, or by filing any petition under any other present or future federal, state or other statute or law for the same or similar relief; or (v) fail to win the dismissal, discontinuation or vacating of any involuntary bankruptcy proceeding within Sixty (60) days after such proceeding is initiated; or

8.1.4 *Continued Occupancy or Abandonment.* If the Tenant fails to regularly store, in the reasonable opinion of the Airport Director, the Authorized Aircraft identified in this Lease in the Unit or has otherwise vacated the Unit.

8.2 REMEDIES UPON DEFAULT. In the Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which Landlord may resort to cumulatively, consecutively, or in the alternative:

8.2.1 *Continuation of Lease.* Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent and other charges when due.

8.2.2 Termination of Lease. Landlord may terminate this Lease, or may terminate Tenant's right to possession of the Unit without terminating this Lease, for cause, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Tenant's rights hereunder) shall immediately terminate, provided that, without limitation, Tenant's obligation to pay Rent and any damages otherwise payable under this Lease shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Tenant's right of possession, all of Tenant's rights in and to possession of the Unit shall terminate but this Lease shall continue subject to the effect of this Section. Upon either such termination, Tenant shall surrender and vacate the Unit in the condition required by this Lease, and Landlord may re-enter and take possession of the Unit and all the remaining improvements or property and eject Tenant or any of the Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. Landlord shall thereafter deliver to Tenant any personal property it took possession of, at a time and location selected in Landlord's sole and absolute discretion. Any such property not claimed by Tenant shall be deemed abandoned. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Tenant, all of which shall expressly survive such termination. Landlord may relet the Unit for a period shorter or longer than the remaining Lease Term. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Unit or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a constructive or other termination of Tenant's right to possession or of this Lease, either of which may be effected solely by an express written notice from Landlord to Tenant. On termination, Landlord shall have the right to remove all Tenant's personal property and store same at Tenant's cost, and to recover from Tenant, as damages: (i) Rent and other sums due and payable which had been earned at the time of termination; plus (ii) any other amount necessary to compensate Landlord for all of the out-of-pocket costs incurred on account of Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, any costs or expenses reasonably incurred by Landlord: (a) in retaking possession of the Unit; (b) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Unit or a portion thereof, including such acts for reletting to a new tenant or tenants; (c) for leasing commissions (if any); or (d) for any other costs necessary or appropriate to relet the Unit together with the unamortized portion of any improvements made for Tenant by Landlord and paid for by Landlord.

8.2.3 Re-entry and Removal. Landlord may, with or without terminating this Lease, re-enter the Unit with or without judicial process and remove all persons and property from the Unit; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Tenant fails to claim said property within ten (10) days of notice from Landlord, it shall be deemed to be abandoned and may be disposed of by landlord without liability to the Tenant. No re-entry or taking possession of the Unit by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. If the Authorized Aircraft or other equipment of Tenant is left in the Unit, Landlord shall have the right to remove the Authorized Aircraft and other property of the Tenant, store the Authorized Aircraft at an itinerant aircraft tie-down location and charge the Tenant for the storage of the Authorized Aircraft at Landlord's then current transient aircraft tie-down rates in effect. In such case, Tenant further agrees that neither Landlord, nor its agents, officers nor employees shall be in any way responsible for any loss or damage to the Authorized Aircraft or other property, except for any loss or damage resulting from the gross negligence of the Landlord, its agents, officer, or employees. Tenant acknowledges and agrees that pursuant to applicable Virginia law, Landlord may impose a lien upon the Authorized Aircraft for the amounts which may be due to Landlord under this Lease until such amounts are paid in full.

8.2.4 Waiver by Tenant. Landlord shall not be responsible to Tenant for any cost, damages, or expenses incurred by Tenant as a result of Tenant's Default under this Lease. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) except as may be otherwise specifically required herein, to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given; (ii) to redeem the Unit; (iii) to re-enter or repossess the Unit; (iv) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease; (v) to the benefit of any law which exempts property from liability for debt or for distress for rent; or (vi) as provided herein, to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.

8.2.5 Attorney Fees and Costs. In case suit shall be brought for recovery of the Unit, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept and performed, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees of not less than twenty-five percent (25%) and costs.

8.2.6 Remedies Not Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monetary sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. In case of re-entry, repossession or termination of this Lease, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to other accrued liabilities), to the extent legally permissible, for the rent, additional rent and all other charges provided for herein. Landlord may file suit to recover its damages from time to time or at the end of the Term as Landlord shall elect.

ARTICLE - IX
(GENERAL PROVISIONS)

9.1 CHOICE OF LAW; JURISDICTION. It is mutually understood and agreed that this Lease shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance (without regard to the choice of law and/or conflict of law principles applicable in such State). Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Prince William, Commonwealth of Virginia.

9.2 NOTICES. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by overnight delivery service or certified or registered mail, return receipt requested:

(1) <u>If to Landlord, addressed to:</u> Airport Director Manassas Regional Airport 2nd Floor 10600 Harry J. Parrish Boulevard Manassas, VA 20110	(2) <u>If to Tenant, addressed to:</u> _____ _____ _____ _____
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9.3 INTEGRATION. This Lease constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Unit. Any change or modification hereof must be in writing signed by both parties.

9.4 WAIVER. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. Landlord shall not be bound by any notation accompanying any payment nor shall any waiver be construed by acceptance of a partial payment.

9.5 SUCCESSORS BOUND. This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

9.6 SEVERABILITY. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to the Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

9.7 ESTOPPEL CERTIFICATES. Upon request of the Landlord, Tenant will execute and deliver to the Landlord within twenty (20) days of the request therefore, an instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of the Tenant's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed, and that as of such date no default has been declared hereunder by the Landlord and that the Tenant at the time has no knowledge of any factor or circumstances which it might reasonably believe would give rise to a default.

9.8 EXECUTION IN COUNTERPARTS. This Lease may be executed by both parties in counterparts; each of which shall be deemed an original, but all such counterparts taken together shall constitute on and the same Lease.

9.9 WAIVER OF TRIAL BY JURY. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Unit, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Unit, Tenant will not interpose any counterclaim of whatever nature or description.

9.10 OBLIGATION TO PAY ABSOLUTE. Except as specifically provided herein, this Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed are absolute and shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease. Tenant shall not be released of the obligation to pay rent for any reason, including, but not limited to, strikes or labor troubles of any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by acts of war or terrorism.

9.11 CONFLICTS. In the event that this Lease conflicts with a provision of the Airport's Minimum Standards or the Manassas Regional Airport's Rules and Regulations, the most restrictive provision shall govern.

9.12 CITY ORDINANCES. The Tenant's use of the Unit shall at all times comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances regarding zoning.

9.13 HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Lease Term, Tenant shall be deemed, at Landlord's option, a trespasser or a tenant at sufferance, which tenancy may be terminated as provided by this Lease and applicable law. During any holdover tenancy (whether or not consented to by Landlord), unless Landlord has otherwise agreed in writing, Tenant agrees to pay to Landlord, a per diem occupancy charge equal to two hundred percent (200%) of the per diem Rent as was in effect under this Lease for the last month of the Lease Term. Such payments shall be made within five (5) days after Landlord's demand, and in no event less often than once per month (in advance). In the case of a holdover which has been consented to by Landlord in writing, unless otherwise agreed to in writing by Landlord and Tenant, Tenant shall give to Landlord thirty (30) days prior written notice of any intention to quit the Unit, and Tenant shall be entitled to thirty (30) days prior written notice to quit the Unit, except in the event of non-payment of Rent in advance or the breach of any other covenant or the existence of a Default. Upon expiration of the Lease Term as provided herein, Tenant shall not be entitled to any notice to quit, the usual notice to quit being hereby expressly waived under such circumstances, and Tenant shall surrender the Unit on the last day of the Lease Term.

9.14 SALES AND AUCTIONS: SIGNAGE. Tenant may not display or sell merchandise outside the Unit and may not use such areas for storage. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Unit whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not display any sign, graphics, notice, picture, or poster, or any advertising matter whatsoever, anywhere in or about the Unit at places visible from anywhere outside or at the entrance to the Unit without first obtaining Landlord's written consent thereto, which consent may be withheld, conditioned or delayed at Landlord's sole discretion. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such permitted signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such signs.

9.15 SIGNAGE. The Tenant shall have the right to install and maintain one or more signs on the Unit identifying Tenant's business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs, new or existing, must comply with the City's sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City's sign ordinance. The Tenant shall advise the Airport Director of its intent to request a permit from the City to install signs on the Unit prior to making such application.

9.15 NO ACCORD OR SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other sums due hereunder shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord, irrespective of any such restrictive endorsement, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sum and to pursue any other remedy provided in this Lease.

9.16 ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and Tenant and delivery of a signed copy by Landlord to Tenant.

9.17 JOINT OBLIGATION. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

9.18 MARGINAL HEADINGS, ETC. The marginal headings and titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

9.19 RECORDATION. Except to the extent otherwise required by law, neither Landlord nor Tenant shall record this Lease or a memorandum hereof.

9.20 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or inequity.

9.21 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

9.22 SURVIVAL. All indemnities set forth in this Lease shall survive the expiration or earlier termination of this Lease.

9.23 RELATIONSHIP OF PARTIES. The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall not at any time during the Term of this Lease become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant. This Lease shall not deem to create a partnership or joint venture between Landlord and Tenant.

9.24 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANY OTHER TERMS OR PROVISIONS CONTAINED ELSEWHERE IN THIS LEASE, LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AUTHORIZED AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE UNIT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE UNIT UNDER THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused this Lease to be executed on their respective behalves by their duly authorized officers, as of the Effective Date above written.

TENANT: By: _____ Name: _____ _____ Title: _____ _____ [If signing on behalf of company/LLC] _____	LANDLORD: CITY OF MANASSAS By: _____ Name: _____ Title: Airport Director, Manassas Regional Airport
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Tenant Contact Information:		
Address		
City	State	Zip Code
Work Phone	Cell Phone	Home Phone
Email:		Fax:

Administrative Use Only:

- ☐ List of Aircraft (if applicable)
- ☐ Insurance
 - ☐ Certificate of Insurance
 - ☐ Additionally Insured Endorsement
- ☐ Articles of Incorporation/Bylaws (if applicable)
- ☐ Commercial Operating Permit (if applicable)
- ☐ Deposit (1st month's rent)
- ☐ 1st Month Payment (full or prorated)
- ☐ Utilities (provide information)
- ☐ Issue Keys (once payment clears)
 - ☐ Hangar Lock and Key
 - ☐ Office Key
- ☐ Gate Cards
 - ☐ Driver Training
- ☐ Welcome Booklet
- ☐ Soft copy/Hard copy
 - ☐ Email or mail welcome letter with lease
- ☐ Send lease to Treasurer's Office
- ☐ Enter into tenant database

Initials: _____ Date: _____



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.3

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 18, 2025

Item Title

Approval of Hangar Lease Agreement between ACE Flight Solutions and the City
(Mr. Juan Rivera, Director, 5 minutes)

Suggested Action and/or Recommendation

Approve Lease

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-204

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 18, 2025

ATTACHMENTS

- [Lease Agreement ACE Flight Solutions 10501.pdf](#)



MANASSAS REGIONAL AIRPORT
10600 Harry J Parrish Blvd
2nd Floor
Manassas, VA 20110

LEASE AGREEMENT
(For Commercial Hangar Space)

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into and dated this _____ day of _____, 20____ (the “*Effective Date*”), by and between the **CITY OF MANASSAS**, a Virginia municipal corporation (hereinafter referred to as “*Landlord*” or the “*City*” as the context may require); and _____, a _____ (hereinafter referred to as “*Tenant*”).

RECITALS:

WHEREAS, the City is a municipal corporation that owns and operates the Manassas Regional Airport located in Manassas, Virginia (the “*Airport*”); and

WHEREAS, City owns and controls certain aircraft Hangar facilities at the Airport (the “*Hangar Facility*”); and

WHEREAS, Tenant wishes to lease from Landlord _____ of the hangar Units as described in Section 1.1 below for Permitted Use and for no other purpose, and Landlord, for and in consideration of the rents and all other charges and payments hereunder and of the covenants, agreements, terms, provisions and conditions to be kept and performed hereunder by Tenant, grants and conveys to Tenant, and Tenant hereby hires and takes from Landlord, a leasehold interest in the Unit, subject to all matters hereinafter set forth and upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease for the term hereinafter stated.

NOW THEREFORE, Landlord and Tenant hereby agree to the following:

ARTICLE - I
(DESCRIPTION OF HANGAR)

1.1 DESCRIPTION OF UNIT. The Hangar space subject to this Lease is described as follows (hereinafter, “*Unit*”):

Hangar Number:	
Hangar Location:	East
Hangar Size:	
Office Space:	No

1.2 LIST OF AIRCRAFT. Upon request, the Tenant shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director (hereinafter “*Authorized Aircraft.*”).

1.3 LEASE OF UNIT. Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord the Unit for the storage of the Permitted Uses found in Section 4.1 and for no other purpose, all upon the express terms and conditions as contained in this Lease.

1.4 CONDITION OF UNIT. Tenant shall accept the Unit in its present As-Is condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about said Unit.

1.5 RULES AND REGULATIONS. This Lease and the Tenant of the Unit shall at all times be subject to the conditions hereinafter set forth and the Manassas Regional Airport Minimum Standards and Rules and Regulations as adopted and modified from time to time by the City, which terms and conditions are incorporated herein by reference. By signing this Lease, the Tenant acknowledges that he or she has read and understood the Rules and Regulations.

ARTICLE - II **(TERM)**

2.1 TERM. This Lease shall commence effective on _____, 20____ (the “**Commencement Date**”) and shall continue on for a period of twelve (12) months and ending on _____, 20____ (the “**Expiration**”) with the Tenant’s option to extend for three (3) additional twelve (12) month periods as long as Tenant is in good standing and in compliance with the terms of the Lease. The Tenant shall give the Landlord sixty (60) days notice of its intent to extend. For the purposes of this Lease, the period of time starting on the Commencement Date and continuing until and through the date of Expiration shall hereinafter be known as the “**Initial Term**” or the “**Lease Term**”, as the context may require, and the period of time between the Expiration of the Initial Term and the end of any extension shall be hereafter known as an “**Extension Term.**” The words “Lease Term” or “Term” shall refer to either the Initial Term or an Extension Term as the case may be.

ARTICLE - III **(RENT, FEES AND CHARGES)**

3.1 RENT. Tenant shall pay rent to Landlord under this Lease at the rate of _____ and 0 /100 Dollars (\$_____) per month for use of the Unit identified above (the “**Rent**”). The monthly payment of Rent shall be due and payable upon execution of this Lease by Tenant and subsequent payments of Rent shall be due and payable on the first (1st) day of each subsequent month thereafter during the Lease Term.

3.2 RENT ADJUSTMENT. At the beginning of any Extension Term, the Rent shall be increased by Two Point Nine Percent (2.9%) of the Rent payable for the preceding Term (all of which shall be calculated without giving effect to any waiver of rent or rent credit otherwise provided to Tenant). The escalated Rent so determined shall be the “**Rent**” for all purposes of this Lease, including the calculation of the increase in Rent for the subsequent Term.

3.3 LATE PAYMENTS. Payment of Rent is due on the first (1st) day of each month. Any payment of Rent which is received by the Landlord on or after the tenth (10th) of any month during the Term, shall be subject to a late fee equal to ten percent (10%) of each such late payment (each, a “**Late Charge**”). Additionally, any Rent which is thirty (30) days delinquent shall bear interest at the rate of eighteen percent (18%) per annum from the date the payment is due until paid (the “**Default Interest Rate**”). If any installment of Rent is late three (3) or more times in any consecutive twelve (12) month period, the Tenant shall be deemed to be chronically delinquent and the City shall have the right, in addition to the Late Charge, the Default Interest Rate and all other rights and remedies reserved under this Agreement, to increase the Rent for the remaining Term of this Lease by **five percent (5%)** in order to compensate the City for its additional administrative expenses incurred in collecting the Rent. If the Tenant’s account stays current, and is not late in paying any Rent for the remaining Term after being deemed to be chronically delinquent, and for an additional 12 consecutive months of a new lease or an optional renewal of this Lease, then the Rent can be reduced by the amount of the original Rent increase.

3.4 SECURITY DEPOSIT. Simultaneously with the execution of this Lease by Tenant, Tenant shall post a security deposit with Landlord in the amount of _____ and 0 /100 Dollars (\$) (the “**Security Deposit**”). The Security Deposit shall constitute security for payment of Rent and for any and all other obligations of Tenant under this Lease. If Tenant defaults, beyond any applicable cure period, with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent or any other payment due under this Lease, and the obligation of Tenant to maintain the Unit and deliver possession thereof back to Landlord at the Expiration or earlier termination of the Lease Term in the condition required herein, then Landlord may (without any waiver of Tenant’s default being deemed to have occurred) apply all or any part of the Security Deposit to the payment of any sum in default beyond any applicable cure period, or any other sum which Landlord may be required or deem necessary to spend or incur by reason of Tenant’s default, or to satisfy in part or in whole any damages suffered by Landlord as a result of Tenant’s default which continues to exist beyond any applicable cure period. In the event of such application, Tenant shall promptly deposit with Landlord the amount necessary to restore the Security Deposit to the full amount set forth above. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of Rent, nor a measure of Landlord’s damages in the event of any default by Tenant. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within Thirty (30) days after the expiration or sooner termination of this Lease. In the event of a sale or transfer of Landlord’s estate or interest in the Hangar Facility, Landlord shall transfer the Security Deposit to the purchaser or transferee, and upon such transfer Landlord shall be considered fully released by Tenant from all liability for the return of the Security Deposit.

3.5 KEY/LOCK REPLACEMENT FEE. Upon execution of this Lease, Tenant will receive _____ key(s) for the Unit. Duplication of the security keys will not be permitted and any duplication of the assigned keys by Tenant without Landlord’s express written consent shall be grounds for termination of this Lease

3.5.1 Lockout/Replacement of Keys. In the event that the Tenant at any time misplaces its keys or access codes and becomes locked out of the Unit after the Commencement Date of this Lease, Landlord will provide Tenant with access free of charge at first such occurrence. For any additional subsequent lock-outs, Tenant shall be charged and will pay Landlord a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents. If the key was stolen, Landlord shall be notified by Tenant and a copy of the filed police report must be provided to the Landlord.

3.5.2 Additional Keys. If the Tenant requires additional keys, the Landlord will issue the additional key at the cost prescribed by Landlord in its rates and fees schedules or other related documents. This fee will be non-refundable to Tenant.

3.5.3 Return of Keys. Upon Expiration or earlier termination of this Lease, Tenant shall return all keys for the Unit back to Landlord. Failure to return issued keys will result in a fee in such amount as may be from time to time prescribed by Landlord in its rates and fees schedules or other related documents

3.5.4 Security. Tenant shall not change or cause to be changed the keyed cylinder lock for the access door for any reason. No private locks of any type are allowed on any door of the Unit. Tenant shall insure that Landlord has access to the Unit at all times. Tenant agrees to abide by and cooperate with Landlord in the enforcement and implementation of all applicable Airport security regulations and measures. Tenant shall be responsible for securing the Unit and the Authorized Aircraft and equipment stored therein at all times. Violation of this Section shall constitute an Event of Default and grounds for the Landlord to immediately terminate this Lease and to seek such other additional remedies in law or equity which may be available to Landlord.

3.6 UTILITIES. Tenant shall pay for all metered utilities that are associated with the assigned Unit. The Landlord shall allow the providers of such utilities reasonable access.

3.6.1 Unmetered Utilities. Landlord shall provide utilities without additional cost to Tenant for any unmetered utility, provided, however, that the Landlord reserves the right to assess an additional fee for consumption of utilities by Tenant beyond normal requirements as determined solely by Landlord. The Landlord or Tenant may elect to install separate meters on all unmetered utilities to the Unit. Tenant shall be responsible for paying any formerly-unmetered utility from and after the date the meter is installed.

3.7 TAXES. Tenant shall be responsible for all personal property taxes, real estate taxes, gross receipt taxes, etc., levied with respect to Tenant's business operations conducted on the property.

3.8 ADDITIONAL FEES AND CHARGES. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.

ARTICLE - IV
(HANGAR USE)

4.1 PERMITTED USES. Subject to the terms of this Agreement and the Minimum Standards, the Landlord grants to Tenant the non-exclusive privilege to operate, conduct and perform the following services on or from the Unit and for no other purpose whatsoever (together, the “*Permitted Use*”):

4.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

4.1.2 Parking, storage, servicing, repair and maintenance of aircraft.

4.1.3 _____.

4.1.4 _____.

4.1.5 *Additional Uses of Unit.* Should the Tenant desire to offer any such additional services not listed above and included and made part of Tenant’s Permitted Use, the Tenant shall notify the Airport Director in writing of its desire to offer such additional services, and the Airport Director shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Tenant’s request, unless the Airport Director notifies Tenant within such thirty (30) day period that the request requires additional information or time in order to respond to Tenant’s request, in which event, the time for the Airport Director to respond shall be extended as per the request, but in no event to exceed ninety (90) days. In the event the Airport Director fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Tenant’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on nonexclusive basis to Tenant and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

4.2 COMMERCIAL ACTIVITY. No commercial activity shall be conducted by Tenant on or about the Unit without a valid Commercial Operating Permit. Failure to maintain a current Commercial Operating Permit shall result in the termination of the Lease.

4.3 CONDUCT AND NUISANCE. The Unit shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of the Airport, or other hangars or structures at the Airport.

4.4 TOOLS AND EQUIPMENT. Tools, equipment, and materials that constitute a fire hazard are prohibited in the Unit. A determination as to what may be considered to be a fire hazard shall be made at the sole discretion of the City’s Fire Marshal, whose decision shall be final.

4.5 CONDUCT AND APPEARANCE. Tenant shall control the conduct and demeanor of its guests and invitees in and around the Unit and shall take all steps necessary to remove people whom the Landlord may, for good and sufficient cause, deem objectionable. In utilizing the Unit during the Term of this Lease, Tenant agrees to and shall comply with all applicable ordinances and rules and regulations established by any federal, state or local government agency, including the Manassas Regional Airport Rules and Regulations promulgated by the Manassas Regional Airport, as the same may be amended from time to time.

4.5.1 Interference with Airport Operations. In its use of the Unit, the Tenant shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures and roadways, now or hereafter located on areas adjacent to the Unit.

4.6 OUTSIDE STORAGE. The Tenant understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers or equipment such as, by way of example, campers, boats, recreational vehicles or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units and any other equipment that is owned or leased by Tenant and which are normally required for conduct of the Permitted Use from the Unit are excluded from this provision (the "Excluded Equipment"), provided however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas near the Unit or such other areas as may from time to time be designated by the Landlord in order to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Tenant be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a "safety area" or an "obstacle free area", any taxilane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

4.7 SCHEDULED INSPECTIONS. Provided that reasonable prior notice has been given, Landlord may enter the Unit at any time to inspect the Hangar Facility or the Unit, as the case may be. For the purposes of this Section, reasonable notice shall be deemed to be fourteen (14) days prior written notice from Landlord to Tenant. Tenant is permitted to be present during any scheduled inspection of the Unit.

4.7.1 Other Inspections. Advance notice shall not be required for the Landlord to enter the Unit for emergencies. If the Landlord does enter the Unit pursuant to an emergency, a notice of such entry shall be communicated in writing to the Tenant; such notice shall include name(s) of personnel that entered the Unit, the date, time and duration of entry, and the nature of the entry.

4.8 SURRENDER. Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Tenant agrees peaceably to surrender up the Unit to the Landlord in the same condition as they may hereafter be repaired and improved by the Tenant; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the Landlord. Upon such cancellation or termination, the Landlord may re-enter and repossess the Unit together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Landlord's election. Provided that Tenant is not otherwise in Default of this Agreement, and further provided, that Tenant shall continue to pay to the Landlord the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Tenant shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Unit, provided the removal thereof does not impair, limit or destroy the utility of the Unit or that of the Improvements thereon, and provided, further, that the Tenant repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

4.8.1 Closeout Inspection. Upon Expiration of the Term, the Unit will be inspected for any alterations or damages. Any damage to the Unit, its structure or floor and any alterations not acceptable to the Landlord will be immediately repaired to Landlord's reasonable satisfaction or in the case of alterations, removed by Tenant at its sole cost and expense, or at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant shall be responsible for all damages excluding reasonable wear and tear caused to the Unit.

ARTICLE - V
(TENANT OBLIGATIONS)

5.1 AIRCRAFT BASE. As applicable, the Tenant agrees that the any Aircraft stored in the Unit for more than 60 days is considered to be based at Manassas Regional Airport and Tenant shall obtain, keep current and provide evidence to the Landlord of an aircraft license for the Aircraft from the Virginia Department of Aviation. A copy of this license must be submitted to the Landlord within 60 days of the execution of this lease.

5.2 TENANT'S INSURANCE. Tenant agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved in the sole discretion of the Landlord from time to time, insuring against liability for damage or loss to other aircraft or other property and against liability for personal injury or death arising from acts or omissions of Tenant, its agents, employees, or invitees. Failure to provide proof of the appropriate coverage shall be deemed an event of Default by Tenant and shall be grounds for termination of this Lease by Landlord. On or before the anniversary date of the policy term, the Tenant shall provide proof of insurance continuing beyond that date for a period of at least another year. Tenant shall during the Term of this Lease, procure at its expense and keep in force, the following types of insurance coverage:

5.2.1 General Liability Coverage (Airport Liability). General liability insurance naming the Landlord, the Airport Commission and their respective agents as additional insured against any and all claims for bodily injury and property damage occurring in or about the Airport, the Hangar Facility, Unit or any appurtenances thereto arising from use of the Unit and covering the operation of the Tenant. Such insurance shall be written on an "Occurrence Form" and shall include, without limitation, blanket contractual liability recognizing provisions of this Lease, broad form property damage, and coverage for independent contractors, personal injury liability and coverage for hired auto and non-ownership auto liability. Such insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. Such insurance minimums shall be no less than those outlined in the Minimum Standards as they apply to the Tenant's operation. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease;

5.2.2 Rating; Certificates; Cancellation. The policies required to be maintained by Tenant shall be with companies rated A-X or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the Commonwealth of Virginia and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be commercially reasonable, as reasonably determined by Landlord. Certificates of insurance and certified copies of the policies shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least Thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Unit and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least Thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

5.2.3 Insurance Requirements. Tenant shall keep in force such other insurance as the Landlord may reasonably require as stipulated in the Minimum Standards. The City reserves the right to direct the Tenant to increase the minimum insurance if required upon such review. All required insurance must be in effect and so continue during the life of this Lease. To the extent possible, the Landlord shall be named on all insurance policies required to be carried by Tenant under this Lease as either an additional insured or a loss payee, duplicate copies of which policies shall be deposited with the Landlord.

5.3 FIRE EXTINGUISHER. The Tenant shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the Landlord's Fire Marshal.

5.4 SNOW REMOVAL. Tenant agrees to remove all snow and ice in the immediate vicinity of the hangar door, sidewalks, and pedestrian doors. The Tenant shall not interfere with any snow or ice removal operations being conducted by the Airport or its contractors.

5.5 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Unit or this Lease, or sublease all or any part of the Unit, or permit the use or occupancy of the Unit by any party other than Tenant, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld at Landlord's sole discretion.

5.6 MACHINERY AND EQUIPMENT; ALTERATIONS AND ADDITIONS; REMOVAL OF FIXTURES.

5.6.1. Floor and Structural Loads. Without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion: (i) no tools, machines, storage cabinets or other fixtures may be attached to the walls, or structure of the Unit that would cause damage or strain the structural integrity of the Unit; and (ii) no load shall be placed upon the floor of the Unit which would exceeds the maximum live load of pounds per square foot which the Landlord has determined is appropriate for the floor of the Unit. No aircraft or aircraft components shall be suspended or lifted utilizing the structure of the Unit or any components of the Hangar Facility. Only lifting devices resting on the floor but not attached to any other portion of the Unit are permitted.

5.6.2 Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or on the Unit, including, but not limited to painting the floor, without Landlord's prior written consent, which consent may be conditioned or withheld at landlord's sole discretion. Landlord may impose a reasonable fee for the review of any proposed alterations, additions or improvements. Any such alterations, additions or improvements which may be approved by Landlord shall be made, at Tenant's sole expense and in compliance with all applicable laws, by a licensed contractor, free of liens, and in a good and workmanlike manner conforming in quality and design with the Unit existing as of the Commencement Date of this Lease. No such alterations, additions or improvements approved by Landlord shall diminish the value of the Hangar Facility or the Unit, and except as provided in Section 5.6.4 below, all such alterations, additions or improvements shall become the property of the Landlord upon the expiration of the Lease Term.

5.6.3 Existing Alterations. Alterations, additions or improvements to or on the Unit existing prior to the execution of the lease are required to be inspected and approved by the City of Manassas Zoning Department and/or the Fire Marshal. Tenant is required to provide a copy of the inspection to the Landlord. Any alterations not approved shall be removed or altered to comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances and NFPA standards.

5.6.4 Removal of Alterations. Upon the expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with due diligence, remove all trade fixtures and any alterations, additions, or improvements made by Tenant which were designated by Landlord to be removed at the time its consent to the installation thereof was granted, and Tenant shall repair any damage to the Unit caused by such removal. Tenant shall pay Landlord any reasonable damages for injury to the Hangar Facility or the Unit resulting from the removal of its trade fixtures and the alterations. All items of Tenant's personal property that are not removed from the Unit by Tenant at the termination of this Lease shall be deemed abandoned and upon ten (10) days prior notice, the same shall become, at Landlord's sole option, the property of the Landlord.

5.6.4 Electrical Equipment. Tenant will not install or operate in the Unit any electrical or other equipment requiring any changes, replacements or additions to any base Hangar Facility or Unit system, without Landlord's prior written consent, which consent may be conditioned or withheld at Landlord's sole discretion (and if such consent is granted Tenant shall be responsible for the costs of such changes, replacements or additions).

5.7 ENVIRONMENTAL PROVISIONS.

5.7.1 General. Tenant agrees to comply (and to cause its agents, employees, contractors and invitees to comply) with any and all applicable Environmental Laws (as defined below) in connection with: (i) Tenant's use and occupancy of the Unit; and (ii) any other fact or circumstance the existence of which legally imposes on Tenant the obligation to so comply therewith. Tenant shall provide all information within Tenant's control requested by Landlord and/or governmental authorities in connection with Environmental Laws or Hazardous Materials (defined below) relating to the matters contemplated in the preceding sentence.

5.7.2 Tenant's Warranties and Covenants. During the Term of the Lease, Tenant warrants, represents and covenants to and with Landlord as follows:

(A) Tenant will not introduce, or permit or suffer the introduction, within the Unit or the Hangar Facility: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (iv) petroleum products; or (v) except as permitted below, any flammable material or explosives, radioactive materials or other substance constituting "hazardous materials" or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.) and the regulations adopted and promulgated pursuant thereto, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or successor legislation thereto, or any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, the "**Environmental Laws**"). The substances described in (i), (ii), (iii), (iv) or (v) above are hereinafter collectively referred to herein as "**Hazardous Materials**".

(B) Except as expressly permitted hereby, the Unit will never be used by Tenant for any activities involving, directly or indirectly, the use, generation, treatment, transportation, storage or disposal of any Hazardous Materials, or to refine, produce, store, handle, transfer, process or transport Hazardous Materials.

(C) Tenant: (i) shall comply with the Manassas Regional Airport Rules and Regulations, Environmental Laws and all other applicable laws, rules and regulations or orders pertaining to health, the environment or Hazardous Materials, in so far as such laws pertain to Tenant's use and occupancy of the Unit or the need for such compliance arises due to the acts or omissions of Tenant, its agents, employees, contractors, invitees, subtenants or assignees; (ii) shall not, except as specifically permitted hereby, store, utilize, generate, treat, transport or dispose of (or permit or acquiesce in the storage, utilization, generation, transportation, treatment or disposal of) any Hazardous Materials on or from the Unit; (iii) shall cause its agents, employees, licensees, contractors, invitees, subtenants and assignees to comply with the representations, warranties and covenants herein contained and shall be responsible for any non-compliance by any such party(ies); (iv) agrees that no portion of the Unit will be used by Tenant or any assignee or subtenant of Tenant as a dump or recycling center; and (v) will not install any fuel tanks of any type, nor store any fuel in the Unit, except for fuel that is in the Authorized Aircraft.

(D) In the event of any Hazardous Materials Release (as hereinafter defined) which is attributable, in whole or in part, to the presence of Hazardous Materials existing in, on or about the Unit or the Hangar Facility subsequent to the Commencement Date, which is caused, directly or indirectly, by Tenant or Tenant's agents, employees, contractors, licensees, invitees, sub-tenants or assignees, or which is otherwise Tenant's responsibility under the terms of this Lease, Tenant shall, at the direction of Landlord or any federal, state, or local authority or other governmental authority, remove or cause the removal of any such Hazardous Materials and rectify any such Hazardous Materials Release, and otherwise comply or cause compliance with the laws, rules, regulations or orders of such authority, all at the sole expense of Tenant, including without limitation, the undertaking and completion of all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Unit or the Hangar Facility. If, under such circumstances, Tenant shall fail to proceed with such removal or otherwise comply with such

laws, rules, regulations or orders within the period permitted under the applicable regulation or order (if any), the same shall constitute a Default under this Lease (without any notice to Tenant required), and Landlord may, but shall not be obligated to, take such action as may be reasonably necessary under the circumstance to eliminate such Hazardous Materials from the Unit or the Hangar Facility, as the case may be, or otherwise comply with the applicable law, rule, regulation or order, acting either in its own name or in the name of Tenant pursuant to this Section, and the cost thereof shall be borne by Tenant and thereupon become due and payable hereunder; provided, however, that Landlord shall not exercise its self-help rights hereunder, nor exercise any right otherwise provided herein to terminate this Lease or Tenant's right of possession due to Tenant's failure or inability to correct such problem within a time certain as long as Tenant is at all times using its best efforts its efforts to correct the problem (provided however, that if Landlord determines, in its reasonable discretion, that there exists a substantial risk of injury, property damage or governmental enforcement action against Landlord, or governmental or third party civil liability to Landlord, then Landlord shall, notwithstanding Tenant's continuing best efforts to correct the problem, be entitled to take such independent action, and to recover the reasonable and actual costs associated therewith from Tenant). Tenant shall give to Landlord and its authorized agents and employees access to the Unit for such purposes and hereby specifically grants to Landlord a license, but not the obligation, to remove the Hazardous Materials and remediate any Hazardous Material Release as defined below and otherwise comply with such applicable laws, rules, regulations or orders, acting either in its own name or in the name of the Tenant pursuant to this Section.

(E) Tenant hereby indemnifies and holds the Landlord and its respective, agencies, boards, commissions, committees, elected and appointed officers, partners, employees and agents harmless from, against, for and in respect of, any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of actions, encumbrances, fines, penalties, and costs and expenses suffered, sustained, incurred or required to be paid by Landlord (including, without limitation, lost rent, diminished value, reasonable fees and disbursements or attorneys, engineers, laboratories, contractors and consultants) because of, or arising out of or relating to a violation of any of the Tenant's representations, warranties and covenants under this Section, including any Environmental Liabilities (as hereinbelow defined) arising therefrom. For purposes of this indemnification clause, "**Environmental Liabilities**" shall include all costs and liabilities with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials (each a "**Hazardous Materials Release**"), including without limitation, cleanups, remedial and response actions, remedial investigations and feasibility studies, permits and licenses required by, or undertaken in order to comply with the requirements of, any federal, state or local law, regulation, or agency or court, any damages for injury to person, property or natural resources, claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Unit or the Hangar Facility relating to the foregoing. The foregoing indemnification and the responsibilities of Tenant under this Section shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any Hazardous Materials or contamination that it can prove existed prior to the Commencement Date.

(F) Tenant shall promptly notify Landlord in writing of the occurrence of any Hazardous Materials Release or any pending or threatened regulatory actions, or any claims made by any governmental authority or third party, relating to any Hazardous Materials or Hazardous Materials Release on or from the Unit, and shall promptly furnish Landlord with copies of any correspondence or legal pleadings or documents in connection therewith. Landlord shall have the right, but shall not be obligated, to notify any governmental authority of any state of facts which may come to its attention with respect to any Hazardous Materials or Hazardous Materials Release on or from the Unit following consultation with Tenant.

(G) Tenant agrees that Landlord shall have the right (but not the obligation) to conduct, or to have conducted by its agents or contractors, such periodic environmental inspections of the Unit as Landlord shall reasonably deem necessary or advisable from time to time. Landlord shall provide Tenant with fourteen (14) days' prior notice of any such inspection of the interior of the Unit, except in case of an emergency, in which case only such notice as may be practicable under the circumstance shall be required. The cost of any such inspection shall be borne by Tenant in the event such inspection determines that Tenant has breached the covenants set forth in above.

5.7.3 Permitted Materials. Notwithstanding the foregoing, Tenant shall be permitted to store reasonable amounts of Hazardous Materials that are typically used for the Tenant's business such as cleaners, oils, lubricants, and similar materials (collectively the "**Permitted Materials**"), provided, to the extent use and storage of the Permitted Materials are regulated, Tenant must (A) be licensed by the applicable and appropriate governmental authorities to possess and store such Permitted Materials within the Unit, (B) Tenant must notify and provide Landlord with a list of each Permitted Material stored within the Unit, and (C) all such Permitted Materials must be properly used, stored and disposed of in a manner and location meeting all Environmental Laws and corresponding regulations. If Landlord in its reasonable opinion determines that said Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work on Tenant's behalf and at Tenant's sole expense and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

5.8 **AIRCRAFT FUELING.** Aircraft shall not be fueled while in the Unit at anytime.

5.9 **PAINTING.** No painting of aircraft or aircraft parts will be allowed in the Unit without the Tenants first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

5.10 **MAINTENANCE OF HANGER.** At all times during the Term of the Lease, or while Tenant is in possession of the Unit, the Tenant shall keep the Unit in a clean, orderly and first-class operating condition, free of dirt, rubbish, and insects. Tenant shall keep the floor of the Unit clean and free of debris at all times.

5.11 **ROUTINE MAINTENANCE.** During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit and perform, at its sole expense, all routine maintenance "**Routine Maintenance**" is a function of preserving each type of facility as near as possible in its condition as constructed. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

5.12 **FUEL DISPOSAL.** The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Tenant agrees to provide an area for the proper disposal of sump fuel for Tenant.

ARTICLE – VI
(LANDLORD SERVICES)

6.1 SERVICES PROVIDED.

6.1.1 Repairs. Landlord shall maintain, repair, replace and keep in good operating condition, comparable hangars similar to the Unit, as reasonably determined by the Landlord, the roofs, foundations, HVAC replacement, conduits, downspouts, gutters, and structural walls of the Unit (hereinafter referred to as the “**Landlord’s Repair Obligation**”); provided that, to the extent the need for any such repairs or replacements arise as a the result of the negligence or willful misconduct of Tenant (or Tenant’s agents, employees, contractors, invitees, assignees or sub-tenants) and the same is not covered under the policies of casualty insurance which are required to be carried by the parties pursuant to this Lease (in which case the proceeds of such insurance will be utilized to satisfy the cost thereof), the cost of such repairs or replacements shall be reimbursable by Tenant to Landlord, and such reimbursement shall be due not later than Thirty (30) days after Landlord’s written demand therefore.

6.1.2 Airport Services. The Landlord covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the Landlord may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Landlord further agrees to maintain the taxilanes, taxiways, aprons, and runways in good repair including the removal of snow. The Landlord agrees to keep in good repair hard-surfaced public roads for access to the Unit and remove snow therefrom in order to make such roads reasonably passable. The Landlord also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Unit for access thereto by the Tenant in accordance with the City policies governing same.

6.1.3 Snow Removal. The Landlord agrees to remove snow from the taxilanes, public roads, taxiways, aprons, and runways. Snow in front of the hangar door will be to the extent safely possible, given the capabilities and limits of the Airport equipment and its operator and/or the Airport’s contractors.

6.1.4 Waste/Trash Storage, Handling and Removal. Landlord agrees to provide trash services and appropriate dumpsters necessary for Tenant to dispose of trash from Unit. Tenant shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Unit or out of its operations. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Unit is forbidden. Tenant shall not dispose of hazardous material, or household items that are not related to the Unit, at the Unit. The dumpster shall remain closed at all times. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Tenant shall use extreme care when effecting removal of all such waste to prevent littering the Airport. The Tenant shall dispose of its sanitary sewage through the City’s sanitary sewer system.

ARTICLE - VII
(LIABILITY, INDEMNITY, AND DAMAGE)

7.1 DISCLAIMER OF LIABILITY. Landlord hereby disclaims, and Tenant hereby releases Landlord from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the Term of this Lease, including but not limited to loss, damage or injury to the Authorized Aircraft or other property of Tenant that may be located or stored in or about the Unit, unless such loss, damage or injury is caused by Landlord's gross negligence or intentional willful misconduct. Landlord does not, by this provision, or otherwise, waive sovereign immunity. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Unit.

7.2 INDEMNITY; FORCE MAJEURE. Tenant agrees to release, indemnify and hold Landlord, its agencies, boards, commissions, committees, partners, elected and appointed officers departments, employees and agents harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Landlord by reason of any loss of or damage to any property and, to the extent permitted by law, the injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Landlord or its servants, employees, departments, invitees, or agents of any covenant or condition of the Lease or by any act or failure to act of those persons. Landlord shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Landlord's control.

7.3 DAMAGE. Tenant shall be liable for any and all damage to the Unit or the Hangar Facility caused by Tenant's use, including, but not limited to, bent or broken interior walls, holes in the wall, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant shall exercise reasonable care to keep oil and grease off the floor and immediately clean any oil or grease that reaches the floor. Any floors that have been painted without the prior written approval of Landlord shall be stripped and the paint removed at Tenant's expense.

7.4 CASUALTY. In the event the Unit or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Unit, as reasonably determined by Landlord, is not rendered completely unusable by Tenant or deemed by the Landlord to have been condemned as a result of such damage. In the event of such damage, Tenant shall immediately give notice to Landlord. If the Unit is rendered unusable by Tenant as a result of such damage and Landlord elects to repair the damage, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of the Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If Landlord elects not to repair the Unit, this Lease shall terminate.

7.5 DISCHARGE OF LIENS. Tenant shall not permit any mechanics', laborers' or materialmens' liens to stand against the Unit by reason of any work, labor, services, or material done for or supplied to Tenant or anyone holding the Unit through or under the Tenant. If any such lien shall at any time be recorded against the Unit or against the Landlord's interest therein, then the Tenant shall: (a) give written notice thereof promptly to Landlord; and (b) cause the same to be discharged of record within thirty (30) days after the date of recording the same, either by payment, deposit, or bond. If Tenant fails to discharge any such lien within such period, then Landlord, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Tenant shall immediately pay Landlord any amount paid or deposited by Landlord to discharge such lien.

7.6 FAILURE TO MAINTAIN. In the event the Tenant fails within a period of thirty (30) days after notice from the Landlord: (a) to commence to do any of the maintenance work required to be done by Tenant under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Unit in good repair and working condition (together, the "**Required Maintenance**"); and (b) to diligently continue to complete the Required Maintenance as required under the terms of this Agreement; then, the Landlord may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Unit, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Unit, and proceed to do the Required Maintenance, and do all things reasonably necessary in order to complete the Required Maintenance. Provided, however, if in the sole opinion of the City, the Tenant's failure to perform any such Required Maintenance creates an emergency or an event which in the City's sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Tenant, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Maintenance at any time after the giving of such notice (together, the "**Emergency Maintenance**"). The cost and expense incurred by the City in order to make the Required Maintenance, to include any of the Emergency Maintenance made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Tenant to the City upon demand together with interest thereon at the Default Interest Rate. The City's costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Tenant's obligation to perform the Required Maintenance.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Maintenance, the Tenant hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Tenant as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Unit or to perform any of the Required Maintenance or the Emergency Maintenance.

7.7 INTERFERENCE WITH COMMUNICATIONS. Further, in operating its machinery and equipment at or from the Unit or elsewhere at the Airport, the Tenant shall take all reasonable measures necessary to insure that it will not produce at the Unit or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.8 CLOSURE OF ACCESS. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway, taxilane, taxiway, apron, or access gate and any other way at, in or near the Unit presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Unit remains available to the Tenant. Closure of such areas may be done at any time when such action is considered to be necessary and without notice. The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Unit or in any streets or roadways or access gates near the Unit or elsewhere at the Airport.

ARTICLE - VIII **(DEFAULT)**

8.1 EVENTS OF DEFAULT. The following shall be events of default (each a “*Default*” or an “*Event of Default*” as the context may require):

8.1.1 *Rent.* If Tenant fails to pay Rent or any other sum required to be paid hereunder within five (5) days after written notice from Landlord that such payment was due, but was not paid as of the due date (provided, however, if Landlord has delivered two (2) such notices to Tenant within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to Landlord hereunder on or before the due date for such payment occurring shall constitute a Default by Tenant without requirement of such five (5) day notice and opportunity to cure being given; or

8.1.2 *Covenants.* If Tenant fails to perform any term, covenant or condition of this Lease (except payment of Rent), and Tenant fails to cure such breach within thirty (30) days after written notice from Landlord where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Tenant shall not be in Default if it commences such performance promptly after its receipt of Landlord’s written notice and diligently thereafter prosecutes the same to completion; provided that no such thirty (30) day grace period shall be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations; (ii) the Default relates to the assignment and subletting provisions; (iii) the Default relates to a violation by Tenant of any of the environmental provisions of this Lease; (iv) the Default is of a nature as set forth in Section 8.1.3 below, in which event the periods set forth therein shall control, or Section 8.1.4 below, in which event there shall be no applicable cure period; or (v) there exists a reasonable possibility of danger to the Unit or the Hangar Facility or the health or safety of the Landlord, the Tenant, Tenant’s invitees, or any other occupants of, or visitors to, the Airport; or

8.1.3 *Bankruptcy or Liquidation.* If Tenant shall: (i) make an assignment for the benefit of creditors; (ii) acquiesce in a petition in any court in any bankruptcy, reorganization, composition, extension or insolvency proceedings; (iii) seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant and of all or substantially all of Tenant’s property; (iv) file a petition seeking an order for relief under the Bankruptcy Code, as now or hereafter amended or supplemented, or by filing any petition under any other present or future federal, state or other statute or law for the same or similar relief; or (v) fail to win the dismissal, discontinuation or vacating of any involuntary bankruptcy proceeding within Sixty (60) days after such proceeding is initiated; or

8.1.4 *Continued Occupancy or Abandonment.* If the Tenant fails to regularly store, in the reasonable opinion of the Airport Director, the Authorized Aircraft identified in this Lease in the Unit or has otherwise vacated the Unit.

8.2 REMEDIES UPON DEFAULT. In the Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which Landlord may resort to cumulatively, consecutively, or in the alternative:

8.2.1 *Continuation of Lease.* Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent and other charges when due.

8.2.2 Termination of Lease. Landlord may terminate this Lease, or may terminate Tenant's right to possession of the Unit without terminating this Lease, for cause, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Tenant's rights hereunder) shall immediately terminate, provided that, without limitation, Tenant's obligation to pay Rent and any damages otherwise payable under this Lease shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Tenant's right of possession, all of Tenant's rights in and to possession of the Unit shall terminate but this Lease shall continue subject to the effect of this Section. Upon either such termination, Tenant shall surrender and vacate the Unit in the condition required by this Lease, and Landlord may re-enter and take possession of the Unit and all the remaining improvements or property and eject Tenant or any of the Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. Landlord shall thereafter deliver to Tenant any personal property it took possession of, at a time and location selected in Landlord's sole and absolute discretion. Any such property not claimed by Tenant shall be deemed abandoned. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Tenant, all of which shall expressly survive such termination. Landlord may relet the Unit for a period shorter or longer than the remaining Lease Term. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Unit or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a constructive or other termination of Tenant's right to possession or of this Lease, either of which may be effected solely by an express written notice from Landlord to Tenant. On termination, Landlord shall have the right to remove all Tenant's personal property and store same at Tenant's cost, and to recover from Tenant, as damages: (i) Rent and other sums due and payable which had been earned at the time of termination; plus (ii) any other amount necessary to compensate Landlord for all of the out-of-pocket costs incurred on account of Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, any costs or expenses reasonably incurred by Landlord: (a) in retaking possession of the Unit; (b) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Unit or a portion thereof, including such acts for reletting to a new tenant or tenants; (c) for leasing commissions (if any); or (d) for any other costs necessary or appropriate to relet the Unit together with the unamortized portion of any improvements made for Tenant by Landlord and paid for by Landlord.

8.2.3 Re-entry and Removal. Landlord may, with or without terminating this Lease, re-enter the Unit with or without judicial process and remove all persons and property from the Unit; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Tenant fails to claim said property within ten (10) days of notice from Landlord, it shall be deemed to be abandoned and may be disposed of by landlord without liability to the Tenant. No re-entry or taking possession of the Unit by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. If the Authorized Aircraft or other equipment of Tenant is left in the Unit, Landlord shall have the right to remove the Authorized Aircraft and other property of the Tenant, store the Authorized Aircraft at an itinerant aircraft tie-down location and charge the Tenant for the storage of the Authorized Aircraft at Landlord's then current transient aircraft tie-down rates in effect. In such case, Tenant further agrees that neither Landlord, nor its agents, officers nor employees shall be in any way responsible for any loss or damage to the Authorized Aircraft or other property, except for any loss or damage resulting from the gross negligence of the Landlord, its agents, officer, or employees. Tenant acknowledges and agrees that pursuant to applicable Virginia law, Landlord may impose a lien upon the Authorized Aircraft for the amounts which may be due to Landlord under this Lease until such amounts are paid in full.

8.2.4 Waiver by Tenant. Landlord shall not be responsible to Tenant for any cost, damages, or expenses incurred by Tenant as a result of Tenant's Default under this Lease. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) except as may be otherwise specifically required herein, to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given; (ii) to redeem the Unit; (iii) to re-enter or repossess the Unit; (iv) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease; (v) to the benefit of any law which exempts property from liability for debt or for distress for rent; or (vi) as provided herein, to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.

8.2.5 Attorney Fees and Costs. In case suit shall be brought for recovery of the Unit, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept and performed, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees of not less than twenty-five percent (25%) and costs.

8.2.6 Remedies Not Exclusive. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monetary sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. In case of re-entry, repossession or termination of this Lease, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to other accrued liabilities), to the extent legally permissible, for the rent, additional rent and all other charges provided for herein. Landlord may file suit to recover its damages from time to time or at the end of the Term as Landlord shall elect.

ARTICLE - IX
(GENERAL PROVISIONS)

9.1 CHOICE OF LAW; JURISDICTION. It is mutually understood and agreed that this Lease shall be governed by the laws of The Commonwealth of Virginia, both as to interpretation and performance (without regard to the choice of law and/or conflict of law principles applicable in such State). Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provisions thereof shall be instituted and maintained only in a State court of competent jurisdiction located in the County of Prince William, Commonwealth of Virginia.

9.2 NOTICES. Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by overnight delivery service or certified or registered mail, return receipt requested:

(1) <u>If to Landlord, addressed to:</u> Airport Director Manassas Regional Airport 2nd Floor 10600 Harry J. Parrish Boulevard Manassas, VA 20110	(2) <u>If to Tenant, addressed to:</u> _____ _____ _____ _____
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9.3 INTEGRATION. This Lease constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Unit. Any change or modification hereof must be in writing signed by both parties.

9.4 WAIVER. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. Landlord shall not be bound by any notation accompanying any payment nor shall any waiver be construed by acceptance of a partial payment.

9.5 SUCCESSORS BOUND. This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

9.6 SEVERABILITY. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to the Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

9.7 ESTOPPEL CERTIFICATES. Upon request of the Landlord, Tenant will execute and deliver to the Landlord within twenty (20) days of the request therefore, an instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of the Tenant's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed, and that as of such date no default has been declared hereunder by the Landlord and that the Tenant at the time has no knowledge of any factor or circumstances which it might reasonably believe would give rise to a default.

9.8 EXECUTION IN COUNTERPARTS. This Lease may be executed by both parties in counterparts; each of which shall be deemed an original, but all such counterparts taken together shall constitute on and the same Lease.

9.9 WAIVER OF TRIAL BY JURY. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Unit, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the Unit, Tenant will not interpose any counterclaim of whatever nature or description.

9.10 OBLIGATION TO PAY ABSOLUTE. Except as specifically provided herein, this Lease and the obligation of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed are absolute and shall in no way be affected, impaired, or excused because Landlord is unable to fulfill any of its obligations under this Lease. Tenant shall not be released of the obligation to pay rent for any reason, including, but not limited to, strikes or labor troubles of any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by acts of war or terrorism.

9.11 CONFLICTS. In the event that this Lease conflicts with a provision of the Airport's Minimum Standards or the Manassas Regional Airport's Rules and Regulations, the most restrictive provision shall govern.

9.12 CITY ORDINANCES. The Tenant's use of the Unit shall at all times comply with applicable federal, state and local laws, including specifically the City of Manassas' ordinances regarding zoning.

9.13 HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Lease Term, Tenant shall be deemed, at Landlord's option, a trespasser or a tenant at sufferance, which tenancy may be terminated as provided by this Lease and applicable law. During any holdover tenancy (whether or not consented to by Landlord), unless Landlord has otherwise agreed in writing, Tenant agrees to pay to Landlord, a per diem occupancy charge equal to two hundred percent (200%) of the per diem Rent as was in effect under this Lease for the last month of the Lease Term. Such payments shall be made within five (5) days after Landlord's demand, and in no event less often than once per month (in advance). In the case of a holdover which has been consented to by Landlord in writing, unless otherwise agreed to in writing by Landlord and Tenant, Tenant shall give to Landlord thirty (30) days prior written notice of any intention to quit the Unit, and Tenant shall be entitled to thirty (30) days prior written notice to quit the Unit, except in the event of non-payment of Rent in advance or the breach of any other covenant or the existence of a Default. Upon expiration of the Lease Term as provided herein, Tenant shall not be entitled to any notice to quit, the usual notice to quit being hereby expressly waived under such circumstances, and Tenant shall surrender the Unit on the last day of the Lease Term.

9.14 SALES AND AUCTIONS: SIGNAGE. Tenant may not display or sell merchandise outside the Unit and may not use such areas for storage. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Unit whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not display any sign, graphics, notice, picture, or poster, or any advertising matter whatsoever, anywhere in or about the Unit at places visible from anywhere outside or at the entrance to the Unit without first obtaining Landlord's written consent thereto, which consent may be withheld, conditioned or delayed at Landlord's sole discretion. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such permitted signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use, maintenance or removal of any such signs.

9.15 SIGNAGE. The Tenant shall have the right to install and maintain one or more signs on the Unit identifying Tenant's business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs, new or existing, must comply with the City's sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City's sign ordinance. The Tenant shall advise the Airport Director of its intent to request a permit from the City to install signs on the Unit prior to making such application.

9.15 NO ACCORD OR SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other sums due hereunder shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord, irrespective of any such restrictive endorsement, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sum and to pursue any other remedy provided in this Lease.

9.16 ACCEPTANCE. This Lease shall only become effective and binding upon full execution hereof by Landlord and Tenant and delivery of a signed copy by Landlord to Tenant.

9.17 JOINT OBLIGATION. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

9.18 MARGINAL HEADINGS, ETC. The marginal headings and titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

9.19 RECORDATION. Except to the extent otherwise required by law, neither Landlord nor Tenant shall record this Lease or a memorandum hereof.

9.20 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or inequity.

9.21 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

9.22 SURVIVAL. All indemnities set forth in this Lease shall survive the expiration or earlier termination of this Lease.

9.23 RELATIONSHIP OF PARTIES. The relationship between Landlord and Tenant shall always and only be that of Landlord and Tenant. Tenant shall not at any time during the Term of this Lease become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant. This Lease shall not deem to create a partnership or joint venture between Landlord and Tenant.

9.24 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANY OTHER TERMS OR PROVISIONS CONTAINED ELSEWHERE IN THIS LEASE, LANDLORD HEREBY DISCLAIMS AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AUTHORIZED AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE UNIT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONAL WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE UNIT UNDER THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused this Lease to be executed on their respective behalves by their duly authorized officers, as of the Effective Date above written.

TENANT: By: _____ Name: _____ _____ Title: _ _____ _____ [If signing on behalf of company/LLC] _____	LANDLORD: CITY OF MANASSAS By: _____ Name: _____ Title: Airport Director, Manassas Regional Airport
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Tenant Contact Information:		
Address		
City	State	Zip Code
Work Phone	Cell Phone	Home Phone
Email:		Fax:

Administrative Use Only:

- └ List of Aircraft (if applicable)
- └ Insurance
 - └ Certificate of Insurance
 - └ Additionally Insured Endorsement
- └ Articles of Incorporation/Bylaws (if applicable)
- └ Commercial Operating Permit (if applicable)
- └ Deposit (1st month's rent)
- └ 1st Month Payment (full or prorated)
- └ Utilities (provide information)
- └ Issue Keys (once payment clears)
 - └ Hangar Lock and Key
 - └ Office Key
- └ Gate Cards
 - └ Driver Training
- └ Welcome Booklet
- └ Soft copy/Hard copy
 - └ Email or mail welcome letter with lease
- └ Send lease to Treasurer's Office
- └ Enter into tenant database

Initials: _____ Date: _____