

STATE OF ALABAMA
COUNTY OF BALDWIN

AIRPORT FRANCHISE AND LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the CITY OF FOLEY, an Alabama municipal corporation (hereinafter "Owner"), and _____ (hereinafter "Provider").

WITNESSETH:

WHEREAS, the City of Foley is the owner of the Foley Municipal Airport located in the City of Foley, Baldwin County, Alabama in the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 South, Range 4 East and the East half of the Northeast Quarter of Section 19, Township 7 South, Range 4 East (hereinafter the "Airport"); and

WHEREAS, the Owner desires to extend the lease agreement dated July 19, 2016 to the Provider for a non-exclusive franchise allowing the Provider to perform certain functions on the premises of the Airport; and

WHEREAS, the Provider desires to perform some or all of the functions authorized in this franchise; and

WHEREAS, the Provider, in exercising some or all of its rights under this franchise grant, will require the use of all of the existing facilities and improvements on the premises of the Airport, with the exception of the hangars (hereinafter the "Facilities"); and

WHEREAS, the Owner is willing to continue to grant the Provider a license to use these Facilities pursuant to the terms and conditions of this Agreement; and,

WHEREAS, modifications to the original agreement are included in this document and both Owner and Provider agree to these modifications;

NOW, THEREFORE, in consideration of the mutual covenants, rights, and duties expressed herein, the parties hereby agree as follows:

1. Owner's Grant of License and Franchise. Owner hereby grants Provider a non-exclusive license to occupy and use the Facilities for the term specified herein. Owner hereby grants Provider a non-exclusive franchise to carry out those types of business activities which are expressly granted in this Agreement for the term specified herein.
2. Term. The initial term of this Agreement ("Initial Term") **begins on July 19, 2021 and ends on September 30, 2026** (five years and two months from the date of inception), unless sooner terminated. Under mutual agreement between the Owner and the Provider, this Agreement may be renewed under the same provisions for additional (5) year terms ("Renewal Term") by the Provider giving notice to the Owner no more than 90 and no less than 60 days prior to the termination date of the Initial Term.

3. Owner's Duties and Responsibilities. Owner shall:

- a. Periodically inspect the Airport and Facilities to evaluate Provider's compliance with this Agreement, and advise Provider on changes necessary to bring the Facilities into compliance;
- b. Properly maintain T-Hangars, taxiway, runway, runway/taxiway lighting, apron lighting, airport beacon, and fuel farm;
- c. Properly maintain structural elements of the building to include foundation, bearing walls, column supports and all parts of the roof system;
- d. Make repairs resulting from acts of God, public enemy, riots or insurrection;
- e. Make repairs resulting from defects in building construction, if construction was performed or contracted by the Owner;
- f. Make repairs resulting from fire or other casualties, unless fire or other casualty was caused by negligence of employees or agents of the Provider;
- g. Provide inspection, prevention and eradication of termites or any other wood eating insects and repair any damages resulting there from;
- h. Respond promptly to maintenance and repair needs of the Airport which are outside Provider's responsibility (fencing, gates, gate keypads, etc.): and
- i. Cut the grass at the Airport and maintain landscape as needed.

4. Owner's Rights. Owner reserves all rights not expressly granted in the Agreement. In addition, Owner reserves the right to develop or improve the Airport and the Facilities as it sees fit, regardless of the desires or views of the Provider and without interference or hindrance on the part of the Provider.

5. Provider's Duties and Responsibilities. Provider will:

- a. Comply with all requirements set forth in Foley Municipal Airport Minimal Standards for Commercial Aeronautical Activities dated June 20, 2016 and any amendments that may be adopted.
- b. Properly maintain and operate the maintenance/office hangar, the lounge, and all other similar structures or buildings which are used by the Provider to the end that such facilities will at all times be in a clean, suitable, safe, and reasonable condition for their intended use and in accordance with airport safety standards of the Alabama Department of Aeronautics and Federal Aviation Administration;
- c. Properly maintain the HVAC and sewer system and make repairs as needed.
- d. Take measures to eliminate pest and/or provide pest control in buildings used by the Provider;

- e. Properly maintain building fire extinguishers, emergency exit signs, lighting and perform any other safety measures required or enforced by Foley Fire Inspectors.
- f. Perform routine maintenance and cleaning to ensure a good appearance of the Facilities;
- g. Notify the Owner of any condition that requires maintenance, repair or other attention for facilities or areas which are located on or near the Facility but which are not occupied by the Provider;
- h. Make repairs resulting from defects in building construction, if construction was completed by the Provider;
- i. Make repairs resulting from fire or other casualties, if fire or other casualty was caused by negligence of employees or agents of the Provider;
- j. Properly operate taxiways, ramps, tie-down areas, runways, and all other similar areas in a suitable, safe, and reasonable manner for their intended use and in accordance with airport safety standards of the Alabama Department of Aeronautics and Federal Aviation Administration. If these areas require maintenance, new construction, repair, or other work, the Provider must immediately notify the Owner of the condition and the needed work. If the Owner is properly notified, then the Owner will be the party responsible for the condition of these improvements and for any maintenance or work to be performed, and the Provider's obligations under this subparagraph with respect to the particular condition contained in the notice will be satisfied;
- k. Purchase, receive and discharge aircraft fuel. Properly operate fuel farm in accordance with airport safety standards in accordance with the Alabama Department of Aeronautics and Federal Aviation Administration. Perform required quality control measures for operation of fuel farm. Train employees in proper fueling techniques and safety measures. Notify the owner immediately of any required maintenance that needs to be performed.
- l. Tie down fees shall be \$10/night with a maximum charge of \$100/month. Any proposed fee change will be presented to the Owner for approval. Provider shall supply all tie down ropes and ensure they are inspected for integrity;
- m. Provide aviation fuel and oil for sale with price not to exceed \$2.00 per gallon over cost without prior approval from the Owner;
- n. Ensure that only properly permitted vehicles are allowed to park in the reserved/long-term parking area. Manage issuance of parking permits and collection of fees. Nothing herein contained shall make Provider responsible for any vehicle, its contents, or any damage thereto.
- o. Maintain a competent attendant on the premises of the Facility during all times the Airport is open for business and at all other times circumstances warrant that an attendant be on duty;

- p. Hold the Airport open for business, at a minimum, from 8:00 a.m. to 5:00 p.m. each day and at other times when special operations warrant that the Airport be open;
 - q. Normal flight school operations shall not extend beyond the hours of 7 a.m. to 5 p.m. unless necessitated due to unforeseen circumstances. These hours may be adjusted upon approval by the Owner;
 - r. Establish and maintain a high ethical and moral standard in connection with its operations on the Facilities;
 - s. Not permit the Airport or Facilities to be used for any purpose or activity not contemplated in this Agreement without Owner's written consent;
 - t. Allow Owner or its agents to enter the Airport and the Facilities at any reasonable time to evaluate Provider's compliance with this Agreement and with Federal, State and local law. During Owner's evaluation, Provider will assist Owner or Owner's agent;
 - u. Use its best efforts to maximize and increase Airport business; and
 - v. Make the Airport available as an airport for public use on fair and reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, for which the Airport and Facilities are feasible.
 - w. Conform to all Federal, State and local laws, regulations and ordinances which apply to the services to be performed by Provider.
6. Consideration. In consideration for the rights and privileges granted in this Agreement to the Provider by the Owner, the Provider agrees to pay the Owner as follows:
- a. July 2021 - \$558.11 (This amount is prorated based on \$500/month rent through July 19, 2021 and new rent amount of \$650/month for remainder of the month.
 - b. August 1, 2021 through September 30, 2022 - \$650.00 per month
 - c. October 1, 2022 through September 30, 2023 - \$825.00 per month
 - d. Beginning on October 1, 2023 and through the remainder of the contract, the Provider agrees to pay the Owner \$1,000 per month.
- Rent shall be paid in advance, with invoice, on or before the 10th day of the preceding month.
7. T-Hangar Space. The Provider has the first right of refusal for two hangars when and if available in accordance with our T-Hangar leasing policies. The cost of which will be the same as if leased independently and in addition to franchise agreement. These hangars may be used for aircraft storage or as needed at the discretion of the Provider to temporarily house transient aircraft.
8. Fuel Flowage Fees. The Owner imposes a fuel flowage fee to the Provider for the privilege of operating a fuel farm. The flowage fee is based upon the amount of fuel purchased by the Provider from the distributor. The Owner is fixing the fuel flowage fee at \$0.03 per gallon. During the course of this contract, the Owner reserves the right to change this fuel flowage fee from time to time. Fee will be due within 15 days of fuel

delivery. Payment shall be to the City of Foley by check or credit card transaction and submitted with a copy of the delivery ticket.

9. Prohibited Activities. The Provider may not:

- a. Conduct or allow to be conducted at the Facilities or Airport any agricultural operations such as aerial spraying, dusting, or any other similar type of activity;
- b. Conduct or allow to be conducted at the Facilities or Airport any aerial advertising whereby any form of banners or signs is pulled or drawn behind an aircraft;
- c. Conduct or allow to be conducted at the Facility or Airport any takeoffs or landings of a ballooning craft; with the exception of unforeseen landings and associated takeoffs that may occur during the City's annual Balloon Festival.
- d. Conduct or allow to be conducted any use of the runway, taxiway, or any other paved or unpaved area for the operation of motor vehicles, motorcycles, etc. for non-essential purposes or for the enjoyment of others.
- e. Dispose of or allow for the disposal of any hazardous or toxic materials or waste on the Airport or the Facilities;
- f. Conduct or allow to be conducted at the Facility or Airport any skydiving or parachute jumping; or
- g. Discriminate or permit discrimination against any person or group of persons in any manner, or conduct in any activity which is contrary to federal, state or local law or which is prohibited by the Federal Aviation Regulations, as amended, or any other similar rules or regulations. Construct, permit or suffer the existence of any structure or improvement or condition that negatively impacts on the aerial approaches of the Airport.

10. Airport Access. The Provider is responsible for keeping the airport access gates locked to prevent unauthorized access and/or vehicles from driving on the areas used for airplane takeoff, landing, fueling, and tie-down except when supervised by the Provider's agents or employees. The Provider will notify the Owner in the event that automated gates fail to function.

11. Security Requirements. The Provider shall observe all security requirements of Transportation Security Administration and the Airport Security Plan, as may be applicable, and as either may, from time to time, be amended, and to take such steps as may be necessary or directed by the Owner to ensure that employees, invitees, agents and guests observe these requirements.

12. Assignment.

- a. Owner may assign all or part of its rights or obligations under this Agreement to any person or legal entity. Owner is not relieved of its obligations under this Agreement by assigning this Agreement.

- b. Provider's rights and duties under this Agreement are personal to Provider. Owner granted this Agreement to Provider in reliance on the business skill, financial capacity and personal character of Provider. Provider may not sell, assign, transfer, or otherwise encumber any direct or indirect interest that Provider has in the Airport, the Facilities or in any rights or obligations under this Agreement without giving Owner at least 30 days prior written notice and without first obtaining Owner's prior written consent. If Provider assigns or transfers all or part of this Agreement without Owner's written consent, Provider will be in breach of this Agreement and Owner may immediately terminate this Agreement. This Agreement automatically terminates on the death, bankruptcy, or mental incompetency of the Provider.

13. Default and Termination.

- a. Termination By Provider. If Owner defaults in its material obligations under this Agreement, Provider may terminate only if Provider first gives Owner written notice of the defaults and of Provider's intention to terminate this Agreement. Provider may then terminate this Agreement if Owner does not cure those defaults within 30 days after receiving written notice. If a cure cannot be accomplished within 30 days, then Owner shall have 30 days to begin diligent efforts to cure the default, and Owner must proceed in an expeditious and diligent manner until the default is cured.
- b. Termination by Owner.
 - 1. Termination with Notice. If Provider defaults in its material obligations under this Agreement, Owner may terminate the Agreement, effective on the date stated in Owner's notice (or the earliest date permitted by applicable law):
 - a. If Provider does not pay fees or other amounts due under this Agreement within ten (10) days of Owner's written notice of default to Provider; or
 - b. If Provider does not cure fully any other breach of its obligations or warranties under this Agreement within thirty (30) days of Owner's written notice of default to Provider.
 - 2. Immediate Termination Effective on Notice. On written notice to Provider, Owner may terminate this Agreement immediately, without giving Provider an opportunity to cure the default, if;
 - a. There is an imminent threat or danger to public health or safety resulting from Airport or Facility maintenance or operation;
 - b. Provider stops operating the Facilities; Provider abandons the Facilities, Provider loses the right to possess the Facilities, or Provider forfeits or loses the right to do or transact business in the jurisdiction in which the Airport is located;
 - c. Provider is convicted of a felony, a fraud, a crime involving moral turpitude or any other crime or offense that Owner believes is likely to have an adverse effect on the Airport or Owner's interest in this Agreement;
 - d. Provider transfers or purports to transfer any rights or obligations under this Agreement without Owner's prior written consent;
 - e. Provider does not keep the Airport open to the public as set forth in this Agreement;

- f. Provider becomes insolvent or makes a general assignment for the benefit of creditors or is unable to pay its debts to creditors on a timely basis;
 - g. Provider does not buy, maintain or send Owner evidence of insurance required by this Agreement; or
 - h. If Owner sends Provider two (2) or more written notices of default under this Agreement for the same or a similar cause or reason in any consecutive twelve (12) month period, whether or not cured.
- 3. Owner may terminate this Agreement, with or without cause, on thirty (30) days advance written notice to the Provider at any point after the Initial Term.
- 14. Owner's Remedies. On termination or expiration of this Agreement for any reason, Provider shall remain obligated to pay the Owner: (1) any rental payments past due for prior months; (2) rent for the month in which the termination is effective; and (3) rent for any months Provider or Provider's equipment or property remains at the Facilities or Airport. Provider shall also remain liable to the Owner for any breach of this Agreement, any damage or destruction of the Facilities or the Airport and for any rights Owner has under the section titled Indemnification.
- 15. Obligations on Termination. On termination or expiration of this Agreement for any reason, Provider must, at its expense:
 - a. Immediately discontinue all commercial operations at the Facilities;
 - b. Promptly pay all sums owed to Owner and all damages, costs, and expenses, including reasonable attorney's fees, (whether incurred prior to trial or on an appeal of any decision) that Owner incurs as a result of Provider's default, including outstanding rent due under this Agreement;
 - c. Pay Owner all damages, costs and expenses, including reasonable attorney fees (whether incurred prior to trial or on an appeal of any decision), that Owner incurs after the termination or expiration of the Agreement in obtaining injunctive or other relief for the enforcement of any section of this Agreement.
 - d. If applicable, surrender T-Hangar units assigned under Item 7 in the event a new Provider is established who desires to lease these units for their operations.

The obligations in this section will survive the termination of this Agreement.

16. Insurance.

- a. Beginning no later than the date first above written and for the rest of the Initial Term and any Renewal Terms, Provider must purchase and maintain, at its expense, the following insurance coverage:
 - 1. Comprehensive General Liability Insurance policies written on an occurrence form protecting Provider and protecting the Owner, Owner's officers, directors, agents and employees as additional insured's from and against all types of liabilities, including personal injury and property damage of any nature, together with the costs and expenses of the defense and/or adjustment of injury or damage, without exception, from or in any way related

to any operation or activity conducted under this Agreement and/or of the Facilities or Airport, including adjacent areas such as parking lots. The policy described in this section must apply to lawsuits or actions brought anywhere in the world. The policy must provide limits per location of not less than \$2,000,000 per occurrence and must be accompanied by a waiver of subrogation. The required total minimum limits may be met through a combination of primary and umbrella policies. The coverage must be primary to any coverage the Owner maintains and it must include, without limitation, Broad Form Contractual, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, and Extended Bodily Injury coverages; and

2. Statutory Workers Compensation and Employers Liability insurance with minimum Employers Liability limits of \$100,000 by accident and \$100,000 by disease.

3. The City of Foley shall be listed as an additional insured.

b. Provider's insurance must contain a waiver of subrogation in Owner's favor and the favor of its officers, directors, agents and employees. Provider must place its insurance with an insurance company licensed to sell insurance in the State of Alabama which is reasonably acceptable to the Owner. All insurance that Provider provides will be specifically endorsed to state that the coverage will be primary and that any insurance carried by Owner or its officers, directors, agents or employees will be excess and non-contributory.

c. Provider must send Owner, within ten (10) days of the date first above written, certificates of insurance indicating these requirements along with evidence that the insurance premiums have been paid. Provider must also provide Owner with evidence of renewal before the expiration date. Each policy and certificate of insurance must include a statement by the insurer that the policy will not be canceled, reduced in coverage, or otherwise altered without thirty (30) days advance written notice to Owner.

d. Provider's purchase and maintenance of insurance and Provider's performance of its obligations under this Agreement are in addition to its obligation to indemnify Owner. Provider may obtain additional insurance coverage since Owner does not require insurance against all potentially insurable risks; if Provider does, it will name Owner and Owner's officers, directors, employees and agents as an additional insured if there is no additional premium for this coverage.

17. Indemnification. Provider must defend, indemnify and hold harmless Owner, Owner's officers, directors, agents and employees (the "Indemnified Parties") from any claim, loss, cost, damage, expense and liability (a "Claim"), including reasonable attorney's fees (whether or not a lawsuit has been filed) and any court costs, by reason of damage or loss, including personal injury, of any nature, from or connected with the Facilities or the Airport or out of, or as a result of, Provider's (or Provider's agent's or employee's) error, omission, act or failure, even where negligence of an Indemnified Party is alleged, except to the extent that the loss, costs, damage, expense or liability is proximately caused by the negligence of an Indemnified Party. The amount of Owner's contribution will be calculated by applying principles of comparative negligence where a claim was

jointly caused by Provider's negligence and by Owner's negligence. Provider must reimburse Owner for all amounts Owner reasonably spends, including attorney's fees and court costs, to protect the Indemnified Parties from or to remedy Provider's defaults under this Agreement or claims arising out of Provider's operation of the Facilities or the Airport. Owner will have the sole and exclusive control (including the right to be represented by attorneys of its choosing) over the defense of any Claims against an Indemnified Party and over their settlement, compromise or other disposition. However, nothing herein contained shall require Provider to indemnify Owner for Owner's negligence.

18. Casualty. If the Facilities are damaged by fire or other casualty to such an extent that the Provider can no longer substantially enjoy the benefits of this Agreement, this Agreement may be terminated by either party without additional penalty. This section shall not relieve the Provider of any liability it may have to the Owner under the terms of this Agreement or otherwise if the Provider is liable to the Owner for the damage or destruction of the Facilities or the Airport.
19. Notices. All notices required or permitted under this Agreement must be in writing, must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized courier service, to Owner and Provider at the address below. Either party may change the address by written notice to the other party. Any notice sent by registered or certified mail or by courier service is deemed given and received at the date and time of sending.

If to Owner:

City of Foley
Attn: Airport Manager
P.O. Box 1750
Foley, AL 36536

If to Provider:

Lightning Aviation
Attn: Mr. Roger Watkins
510 North Airport Road
Foley, AL 36535

20. Business Relationship.

- a. The Owner and the Provider agree that:

1. This Agreement does not create a fiduciary relationship between Owner and Provider;
2. Provider is an independent contractor. Nothing in this Agreement is intended to make and does not make either party an agent, principal, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other;
3. Provider is not authorized to make any contract, agreement, warranty, or representation on Owner's behalf, or to incur any debt or other obligation in Owner's name; and
4. Provider will not represent in any proposed financing agreement or to any proposed lender or participant in a public or private investment offering that Owner is, or will, become responsible for Provider's obligation under the financing agreement, nor that Owner is, or will be, participating in a private or public investment offering.

- b. Neither party assumes liability for, or will be deemed liable as a result of action or omission of the other party, or any claim or judgment arising from such action or omission, except as provided in the section titled Indemnification.

21. Attorneys' Fees. If either or both parties are reasonably compelled to hire an attorney to enforce any of the provisions of this Agreement, whether or not a lawsuit is ever filed, the prevailing party in such action shall, in addition to all other remedies available, recover from the other party the actual and reasonable expenses of its attorneys, plus the actual court costs and the actual and reasonable costs of its expert witnesses.

22. Taxes, Permit, Compliance with Laws; Notice of Legal Actions.

- a. Provider must pay when due all taxes related to the Facilities that may be levied or assessed by any federal, state, or local tax authority, and all other indebtedness related to the Provider's operations, including sales tax, gross receipts tax, or similar taxes.
- b. Provider must comply with all federal, state, and local laws, rules and regulations applicable to it and to the Facilities. Provider must timely obtain all permits, certificates, or licenses necessary for the operation and maintenance of the Facilities.
- c. Provider must notify Owner in writing, within five (5) days of its receipt of information about any action, suit, proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, that may adversely affect the operation of the Airport or Provider's financial condition.

23. Approvals and Waivers.

- a. Owner's approvals and consents will not be effective unless signed by one of its duly-elected officers. Owner may withhold its consent if, at the time of Provider's request, Provider is in breach of a material obligation under this Agreement, whether or not Owner has notified Provider of the breach at the time of Provider's request.
- b. Except as otherwise expressly stated in this Agreement (including any amendments), Owner makes no warranties or guarantees on which Provider may rely. Owner assumes no liability or obligation to Provider by providing any waiver, approval, consent, or suggestion to Provider with this Agreement, or by reason of any delay or denial of any request.
- c. Failure to exercise any power or to insist on strict compliance with any obligation or condition under this Agreement is not a waiver of any future right to demand exact compliance with any of the terms in this Agreement. Waiver of any particular default will not affect or impair a party's right with respect to any later default of the same, similar, or different nature. No delay, forbearance, or omission to exercise any power or right following any breach or default of any of the terms, sections, or covenants of this Agreement, will affect or impair a party's rights.

24. Severability and Construction.

- a. If any section of this Agreement is held to be illegal, invalid or unenforceable, both parties agree that: (1) the section will be removed; (2) this Agreement will be understood and enforced as if the illegal, invalid, or unenforceable section had never been in this Agreement; and (3) the remaining sections will remain in full force and will not be affected by the illegal, invalid, or unenforceable section or by its removal.
- b. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor will anything in this Agreement be deemed, to confer on any person or legal entity other than the undersigned parties hereto, or to our respective successors, heirs and assigns, any rights or remedies under or by reason of this Agreement.
- c. All captions in this Agreement are intended solely for the convenience of the parties and do not affect the meaning or construction of any section.
- d. All references to the masculine, neuter, or singular, include the masculine, feminine, neuter, or plural
- e. If this Agreement is executed in multiple counterparts, each executed copy is an original.
- f. This Agreement will be interpreted under the substantive laws of the State of Alabama, not including its conflict of law provisions.
- g. Rights and remedies stated in the Agreement are cumulative and not exclusive of any other right or remedy.
- h. Each party may obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
- i. **THIS AGREEMENT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES AND REPLACES ANY PREVIOUS WRITTEN OR ORAL AGREEMENT ON THE SAME SUBJECT MATTER, NO REPRESENTATION, INDUCEMENT, PROMISE OR AGREEMENT, ORAL OR OTHERWISE, NOT IN THIS AGREEMENT, WILL BE OF ANY FORCE OR EFFECT.**
- j. Amendments to this Agreement will not be effective unless signed by both parties.

25. Acknowledgements.

- a. Provider has conducted an independent investigation of the benefits, risks and detriments of signing this Agreement, and Provider understands that the business venture contemplated by this Agreement involves substantial business risks, and that its success will be largely dependent on its ability as an independent business person/entity. Owner has not made, and Provider acknowledges that it has not received from Owner or its officers, employees or

agents, any projection, warranty or guarantee, express or implied, as to the profitability or other potential success of the business venture contemplated by this Agreement. By signing this Agreement, Provider represents to Owner that it has neither received nor relied on representations of any kind made by Owner or its officers, employees or agents concerning this Agreement except as written in this Agreement.

- b. Provider is solely responsible for exercising ordinary business control over the Facilities, including personnel matters of its employees and independent contractors and pricing of goods and services Provider avails.

26. Provider's Franchise Rights. The Provider shall be allowed to do the following at the Facility during the term of this Agreement:

- a. Avail for sale and sell new and/or used aircraft of any type;
- b. Avail and perform aircraft repair and maintenance;
- c. Avail for sale and sell food, soft drinks, sundries, and similar items;
- d. Avail flight training programs consisting of both ground school and in-flight training in properly maintained, well-equipped aircraft;
- e. Avail other aviation-related sales and services including, but not limited to, a charter flight service, aircraft leasing service, and flight instrument and avionics sales and repair;
- f. Avail for rent or lease automobiles, directly or indirectly;
- g. Avail for sale and sell aviation fuel and oil; and
- h. Avail for rent or lease space to an outside source for flight training.

27. Utility Bills. Provider shall be responsible for all utility bills except the electricity bill for the runway, ramp, and taxiway lighting, the beacon, T-hangars, and exterior security lighting. Owner shall be responsible for payment of utility bills for these listed.

28. Immigration Law. By signing this Agreement, the Provider affirms, for the duration of the Agreement, that they will not violate state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. It shall be deemed a breach of this Agreement if Provider is found to be in violation of this provision and Provider will be responsible for all damages resulting therefrom.

Provider shall participate in the E-Verify program and shall provide Owner appropriate documentation of enrollment.

IN WITNESS WHEREOF, both parties, individually and/or by and through their duly authorized representatives, have set their hands and seals this the _____ day of _____, 2021.

**OWNER,
THE CITY OF FOLEY, ALABAMA**

**PROVIDER,
LIGHTNING AVIATION**

Ralph G. Hellmich
Mayor

Roger Watkins
Owner

Attest:

Kathryn Taylor
City Clerk

Corey Kirkwood
Partner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH G. HELLMICH and KATHRYN TAYLOR, who hold the positions of Mayor and City Clerk respectively with the City of Foley, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date with the authority and intent to bind the City of Foley.

GIVEN under my hand this the _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____
(NOTARIAL SEAL)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROGER WATKINS, whose name is signed to the foregoing instrument as Owner of Lightning Aviation and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date with the full authority and intent to bind said business.

GIVEN under my hand this the _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____
(NOTARIAL SEAL)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that COREY KIRKWOOD, whose name is signed to the foregoing instrument as Partner of Lightning Aviation and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date with the full authority and intent to bind said business.

GIVEN under my hand this the _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____
(NOTARIAL SEAL)