

part of 1-01-6655 CBL

AMENDED LEASE & FIXED-BASE OPERATOR'S AGREEMENT

between

The MONTGOMERY COUNTY REVENUE AUTHORITY, as Landlord

and

MONTGOMERY COUNTY AIRPARK, LLC, as Tenant

THIS FIXED-BASE OPERATOR'S AGREEMENT AND LEASE ("Agreement") is made between the MONTGOMERY COUNTY REVENUE AUTHORITY, an instrumentality of Montgomery County, Maryland ("Landlord") and Montgomery County Airpark, LLC, a Maryland limited liability company, successor to Montgomery County Airpark One Limited Partnership by conversion pursuant to Section 4A-211 of the Corporations and Associations Article, Annotated Code of Maryland ("Tenant"), collectively referred to as "the Parties."

RECITALS

R-1. Tenant purchased a certain tract of land containing approximately 388 acres located in the northwest corner of the intersection of the Laytonsville-Gaithersburg Road and Snouffer School Road in the First Election District of Montgomery County, Maryland

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RECORDING FEE 0.00  
TOTAL 0.00  
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R-2. The Montgomery County Board of Appeals (Case No. 821) granted Tenant a special exception on December 10, 1959, to use approximately 115 acres of that tract as an airpark. The special exception was subject to the condition, imposed at Tenant's request, that Tenant convey the 115 acre parcel to Landlord if Landlord agreed to lease it back to Tenant on a long-term basis.

R-3. Tenant conveyed that 115 acre parcel to Landlord by a deed recorded among the Montgomery County land records on April 26, 1960, in Liber 2727 at Folio 372 and Landlord immediately entered into a 99-year lease with Tenant, recorded among the Montgomery County land records on April 26, 1960, in Liber 2727 at Folio 375.

R-4. Tenant conveyed additional land to Landlord, contiguous to the 115 acre parcel, by a deed recorded among the Montgomery County land records on December 29, 1967, in Liber 3699 at Folio 488. This land, and any additional land Landlord may acquire for airport purposes is referred to as "the Montgomery County Airpark" or "the Airpark".

R-5. The Parties reduced the area of the leasehold by Lease Amendment Agreement recorded among the land records of Montgomery County, Maryland on January 22, 1968, in Liber 3705 at Folio 617. The area now subject to that lease, approximately 38 acres, is described in **EXHIBIT A** ("the Leased Premises").

R-6. The Parties wish to amend and restate certain prior leases and other agreements,

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as described below, and to substitute for them this Agreement.

R-7. The Parties wish to amend the terms of their Premises Lease Agreement (wherein Landlord has leased to Tenant certain premises within the Airport and Administration Building).

R-8. The parties also wish to transfer the Maryland Aviation Administration Airport License/Registration from Tenant to Landlord.


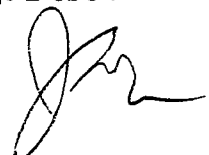
R-9. Landlord has duly advertised this Agreement in accordance with Md. Ann. Code art. 25A, § 5(B).

R-10. Landlord owns and operates the Airpark and is desirous of leasing to Tenant certain premises located on the Airpark, together with the right to use and enjoy individually and in common with others the facilities located on the Airpark.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises set out below, and for other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, the Parties agree as follows:

### AGREEMENT

1. **PRIOR AGREEMENTS AMENDED.** The prior leases and other agreements between the Parties specified below are amended as provided in this Agreement.
  - A. **Lease** recorded among the Montgomery County land records on April 26, 1960 in Liber 2727 at Folio 375.
  - B. **Addendum** recorded among the Montgomery County land records on December 3, 1963, in Liber 3164 at Folio 39.
  - C. **Lease Amendment Agreement** recorded among the Montgomery County land records on January 22, 1968, in Liber 3705 at Folio 617.
  - D. **The Lease**, as amended by the Addendum and the Lease Amendment Agreement, are collectively referred to as the "Original Lease".
  - E. **User Fees Agreement** (most recently amended on March 1, 1999).
  - F. **Maintenance Agreement** dated October 14, 1987.
  - G. **Premises Lease Agreement.** Tenant presently leases certain premises within the Airport and Administration Building (also known as the Terminal Building) from Landlord under a separate lease ("Premises Lease Agreement") recorded on January 22, 1968, in Liber 3705 at Folio 625. Contemporaneous with the execution of this Agreement, the Parties will execute an amended Premises Lease

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Agreement (**EXHIBIT B**), removing Room 100 (currently used by airport manager) from those leased premises.

2. **PURPOSE.** The primary purpose of the Airpark is to function as a general aviation airport for the use and benefit of the general public, under Landlord's exclusive operational control. Landlord agrees to operate and maintain the Airpark (including without limitation the common areas but excluding the Leased Premises) in a commercially reasonable manner. Tenant must conduct its activities without conflict with, or inconvenience to, this primary purpose, subject to the terms of this Agreement.

3. **LEASED PREMISES.**

A. **Description Of Leased Premises.** Landlord leases to Tenant the Leased Premises described in **EXHIBIT A**.

B. **Exclusivity.** Tenant's use of the Leased Premises is exclusive.

4. **TERM.** The Term of this Agreement is for a period beginning upon the Effective Date and expiring on April 24, 2059.

5. **TENANT'S SERVICES OFFERED ON LEASED PREMISES.**

A. **Use Of Leased Premises.** Tenant may use the Leased Premises only to offer the services identified below to the general public as permitted by zoning, environmental, and other applicable laws, and only as an adjunct to a viable and continuous use of the Airpark as an airport. Tenant's use of the Leased Premises for any other purpose is prohibited unless and until Landlord agrees in writing to some other or additional use as provided below.

1. Repair and maintenance of aircraft.
2. Sale of aircraft parts.
3. Charter service.
4. Pilot training.
5. Aircraft rental.
6. Aerial photography and surveying.
7. Aircraft sales and service.
8. Sale of aviation fuel and aviation petroleum products.


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9. Aviation insurance sales.
10. Permanent storage of aircraft (tie-downs and hangars).
11. Car rental.
12. Food service.
13. With Landlord's written prior consent and subject to any insurance requirements, any service usually and customarily provided at a general aviation airport. Tenant's request to offer an additional service is deemed approved 60 days after submission by Tenant unless Landlord disapproves within those 60 days. Landlord may not unreasonably withhold its consent.

B. **Landlord's Approval Of Charges For Services.** Tenant must not allow any person furnishing services to the public to impose any charge or fee for any service offered on the Leased Premises that Landlord determines to be excessive, discriminatory, or otherwise unreasonable. Landlord may allow Tenant to make reasonable and nondiscriminatory discounts rebates, or other similar types of price reductions to volume purchasers Tenant must submit all charges and fees for furnishing services to the public to Landlord for prior written approval under the terms of **this section**. Charges and fees are deemed approved 60 days after submission by Tenant unless Landlord disapproves them within those 60 days. Landlord may not unreasonably withhold its approval.

C. **Tenant's Ability to Contract Services.** This Agreement does not preclude Tenant from contracting the performance of any service in a prudent manner, provided that Landlord exercises overall administration and control of the Leased Premises to the extent specifically provided for herein. All contracting (and all subcontracting) requires Landlord's prior written consent, which consent shall not be unreasonably withheld. Copies of all contracts and subcontracts shall be provided to Landlord. Provided, however, Tenant shall be entitled to redact the financial terms from the copies of all contracts and subcontracts between Tenant (or its Subtenant) and the person or entity that is the ultimate provider of the services to the public. Landlord will respond to any contracting request from Tenant within 60 days of receipt. Any contracting does not relieve Tenant of its responsibilities for its own and the contractor's operations. Tenant has provided Landlord with a copy of all existing contracts attached as **EXHIBIT F**, (with the financial terms redacted).

D. **No Impairment Of Aircraft Service by Owner or Operator.** Tenant must not prevent any person, firm, or corporation operating aircraft at the Airpark from performing any services on its own aircraft with its own regular employees

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(including maintenance and repair) that it may choose to perform.

E. **Hours of Operations.** Tenant must offer any of the services identified in **this section** during a schedule of operating hours filed with, and approved by, Landlord. The schedule of operating hours is deemed approved 60 days after submission by Tenant unless Landlord disapproves it within those 60 days. Landlord may not unreasonably withhold its approval. Tenant must provide offered services a minimum of 8 hours per day and 7 days per week. Tenant may increase these hours without Landlord's permission, but Tenant must not reduce operating hours below the minimum without written consent of Landlord, except during any period when the Airpark is closed by any lawful authority restricting the use in such a manner as to interfere with use by the Tenant for its business operation.

F. Landlord agrees that if it leases space in the Airpark to any tenant who is a seller of aviation fuel and/or petroleum products, Landlord shall be required to prohibit such tenant (or its subtenants, etc.) from entering any portion of the Leased Premises to sell and/or deliver such products thereon.

6. **AIRPORT MANAGER.** Landlord has exclusive authority to appoint and supervise the airport manager.

7. **TENANT'S USE OF COMMON AREAS AT THE AIRPARK.** Tenant is entitled to the nonexclusive use, in common with others authorized by Landlord, of the common areas of the Airpark as shown in **EXHIBIT C**. The common areas of the Airpark are the landing field and any extensions thereof or additions thereto, runways, public taxiways, sewage and water facilities, floodlights, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings, and take offs, as shown on **EXHIBIT C**. Tenant has no obligation to maintain the common areas.

8. **WARRANTY.**

A. Tenant warrants that its use of the Leased Premises as permitted hereunder will not adversely affect Landlord's use of the Airpark as an airport.

B. The Leased Premises is leased "as is" without warranty, guarantee, statement, expression, or representation of uses permitted by zoning, health, sanitation, or environmental laws and regulations, or fitness for any purpose of Tenant, including fitness for the purposes expressed herein.

C. Landlord warrants that its use of the portion of the Airpark (excluding the Leased Premises) will not Materially adversely affect Tenant's permitted uses of the Leased Premises as set forth in Section 5.

9. **RENT.**

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A. **Base Rent.** Tenant agrees to pay Landlord an amount equal to the usual and normal real estate taxes on the buildings erected on the Leased Premises, such amount to be determined by multiplying the assessment placed on said buildings by the Maryland State Department of Assessments and Taxation ("SDAT"), or by any other authorized assessing authority for Montgomery County, times the current tax rate levied in the area for similar commercial buildings; plus an amount equal to twenty percent (20%) of the annual rent on the buildings as rent for use of the land. Tenant must pay this amount to Landlord annually, within 30 days of Landlord's invoice each year during the Term of this Agreement. The parties acknowledge that as of the date of this Agreement, the parcels comprising the Leased Premises are carried on the SDAT tax rolls as "exempt commercial", tax class "airports", but have fair market value assessments for some of the land and all of the improvements. The parties believe that the assessor assesses the various buildings using the usual methods applicable to all commercial buildings (i.e. income, replacement cost, and comparable sales methods), and then the relevant tax rate is applied to the assessments. The parties agree that it is their intent that if the income method is used, the income should be the Base Rent payable by Tenant to Landlord and shall not include the Additional Rent(Fees) described in subparagraph B below nor any subrent received by Tenant from its assignees/subtenants. If SDAT uses the income method and includes anything other than the Base Rent, or if SDAT recommends another assessment method, then either Landlord or Tenant can obtain a private appraiser (to be selected with the mutual agreement of the parties) to assess the improvements on the Leased Premises using the usual methods applicable to all commercial buildings (i.e. income [excluding the Additional Rent (Fees) and any subrent], replacement cost, and comparable sales methods). Landlord agrees to provide Tenant with copies of any assessment notices and Tenant shall have the reasonable right to initiate an appeal, or participate in the appeal sought by Landlord, of any reassessment of the Buildings.

B. **Additional Rent (Fees).**

1. **Aircraft storage and fuel flow fees.**

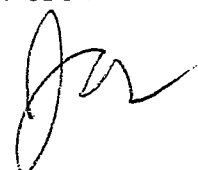
a. **Aircraft storage fee.**

- (1) **Aircraft storage fee from Effective Date to December 31, 2010.** Between the Effective Date and December 31, 2010, Landlord may continue to collect an annual aircraft storage fee of \$.04 per pound for each aircraft stored upon the Leased Premises. As provided in **Section 9(c)** below, Tenant shall assist Landlord with the collection of the aircraft storage fee, but the obligation to assist Landlord shall not be construed as an obligation to pay such fee to

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Landlord nor a guarantee of any obligation of the aircraft owner/user to pay such fee. Tenant agrees that as new subleases of aircraft storage spaces are entered into by Tenant, its sublessees, or assigns (including James E. Richardson, Richard T. Kreuzburg, II, and Freestate Aviation, Inc.), Tenant shall use its best efforts to include in those subleases the obligation to pay the aircraft storage fee to Landlord. The parties acknowledge that the subleases to Montgomery Aviation, Ltd. And Aviation Facilities Corporation expire on December 31, 2010. Tenant agrees that if either such lease is amended prior to December 31, 2010, Tenant shall use its best efforts to include in the amendment the express obligation of the subtenant to pay the aircraft storage fee to Landlord, but Tenant shall have no liability to Landlord if Tenant is unable to effect such amendment.

- (2) **Aircraft storage fee beginning January 1, 2011.** Beginning January 1, 2011, all subleases entered into by Tenant, its sublessees, or assigns (including James E. Richardson, Richard T. Kreuzburg, II, and Freestate Aviation, Inc.), shall require the subtenant to pay Landlord, as additional rent, an annual aircraft storage fee of \$.04 per pound for each aircraft stored anywhere upon the Leased Premises. With respect to all subleases in effect from and after January 1, 2011, and all new or amended subleases referred to in subsection (1) above that have the affirmative obligation to pay the aircraft storage fee, if Landlord is unable to collect such fee from the subtenant and/or aircraft owner after exercising reasonable efforts to do so, Tenant shall be responsible for such payment.
- (3) **Calculation of aircraft storage fee.** The weight of each aircraft is calculated as the maximum take off weight listed in FAA Advisory Circular 150/5300-13 "Airport Design," as amended. Tenant must pay this fee to Landlord annually, no later than January 30 of each year during the Term of this Agreement. Tenant must pro rate this fee on a 12 month basis for each aircraft stored upon the Leased Premises for less than one year. Landlord may adjust this rate as it determines, in its sole discretion, but must not increase the aircraft storage fee above \$.08 per pound and must not increase the aircraft storage fee more than \$.01 in any 12 month period.

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b. **Fuel flow fee.**

(1) **Fuel flow fee from Effective Date to December 31, 2010.**

Between the Effective Date and December 31, 2010, Landlord may collect a fuel flow fee from the fuel vendor(s) at the rate of \$.04 per gallon for each gallon of aviation fuel dispensed by the fuel vendor(s) anywhere upon the Leased Premises. Landlord may collect this fee bimonthly, on January 15, March 15, May 15, July 15, September 15, and November 15 each year. Landlord may adjust this rate as it determines, in its sole discretion, but must not increase the fuel flow fee above \$.10 per gallon. Landlord must not increase the fuel flow fee more than \$.01 in any 12 month period. Tenant shall assist Landlord with the collection of the fuel flow fee as provided in **Section 9(c)** below, but the obligation to assist Landlord shall not be construed as an obligation to pay such fee to the Landlord nor a guarantee of any obligation of the fuel vendor(s) to pay such fee.

(2) **Fuel flow fee beginning January 1, 2011.** Beginning January 1, 2011, Tenant must pay Landlord, as additional rent, a fuel flow fee at the rate of \$.04 per gallon for each gallon of aviation fuel dispensed by the fuel vendor(s) anywhere upon the Leased Premises. Tenant must pay this fee to Landlord bimonthly, on January 15, March 15, May 15, July 15, September 15, and November 15 each year during the Term of this Agreement. Landlord may adjust this rate as it determines, in its sole discretion, but must not increase the fuel flow fee above \$.10 per gallon. Landlord must not increase the fuel flow fee more than \$.01 in any 12 month period.

c. **Tenant's duty to assist Landlord with collection of the aircraft storage and fuel flow fees.** Tenant must provide Landlord any documents, information, and assistance Landlord deems necessary or helpful to verify, calculate, and collect the aircraft storage and fuel flow fees. This assistance includes the following:

(1) Tenant must update and provide Landlord the information requested in the GAI Roster Data Sheet (**EXHIBIT D**) as to each aircraft stored anywhere upon the Leased Premises annually, no later than October 1 of each year. Tenant must also update the GAI Roster Data Sheet as to each aircraft stored anywhere upon the Leased Premises, on a monthly

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basis.

- (2) Tenant must update and provide Landlord the information requested in the Fuel Sales Activity Report (**EXHIBIT E**) as to all aviation fuel dispensed by the fuel vendor(s) anywhere upon the Leased Premises, on a bi-monthly basis.

2. **Operations and Maintenance Fee.** Tenant has no obligation to maintain the common areas. But Tenant must pay Landlord, as additional rent, \$40,000.00 (Forty Thousand Dollars) as Tenant's annual contribution toward Landlord's annual common area maintenance expenditures and annual costs associated with Airpark management. Tenant must pay this amount to Landlord annually on the anniversary of the Effective Date of this Agreement, during the Term of this Agreement. Landlord will pro rate this fee at the expiration or sooner termination of this Agreement. Landlord may increase this fee every 3 years based on the consumer price index for all urban consumers (CPI-U) in the Washington D.C. - Baltimore area.

10. **TENANT IMPROVEMENTS AND ALTERATIONS.** Tenant must make any improvements in the Leased Premises at its sole expense, without cost or liability to Landlord, in strict compliance with plans and specifications approved in advance and in writing by Landlord. Tenant must not alter the existing improvements in the Leased Premises without Landlord's prior written approval. Requested improvements are deemed approved 60 days after submission by Tenant unless Landlord disapproves them within those 60 days. Landlord may not unreasonably withhold its approval. Any approval by Landlord must not be construed so as to create a lien or encumbrance on the land in favor of any creditor, assignee or mortgagee; any hypothecation of land by the Tenant is expressly forbidden.

- A. **Mechanics' Liens.** Tenant must not allow any person to place any mechanics' or material-man's lien on the Leased Premises. Tenant must indemnify, defend, and save Landlord harmless from any mechanics' or material-man's lien and immediately remove it by either paying the lien and securing a release or posting a bond sufficient to pay the lien with the Circuit Court for Montgomery County within 30 days of notice from Landlord.
- B. **Ownership And Use Of Improvements.** Title to all permanent improvements constructed in the Leased Premises (and all permanent improvements constructed in the Leased Premises under any prior lease agreement, including those agreements identified in **Section 1**) vest(ed) in Landlord after construction; but Tenant may place a chattel mortgage, not exceeding twenty (20) years duration, on improvements under terms and conditions approved by Landlord in writing and Tenant may use the improvements during the Term of this Agreement without cost (other than the specified rent) for their usual and customary purposes. The

terms and conditions of a chattel mortgage are deemed approved 60 days after submission by Tenant unless Landlord disapproves them within those 60 days. Landlord may not unreasonably withhold its approval. Furniture, furnishings, tools, operating equipment or other items of a temporary or easily removable character are not permanent improvements.

- C. **Signs.** Tenant may not erect any signs or advertising matter upon the exterior of the buildings or upon the grounds of the Leased Premises without Landlord's prior written consent. Landlord will respond to any signage requests from Tenant within 60 days of receipt. Landlord may not unreasonably withhold its consent.

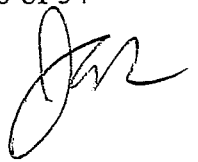
11. **MAINTENANCE AND REPAIR.** Tenant must maintain the Leased Premises, any permanent improvements, and any temporary improvements, free of hazards and debris, in a good condition and state of repair, and in compliance with all applicable laws, including all housing, building, and electrical codes. Should damage result from any cause (other than an act of public enemies), then Tenant must repair or replace the damaged property into safe and satisfactory condition at its sole expense, as decided by Landlord, in its reasonable discretion. Tenant must make all repairs in a good and workman-like manner, free of defects. If the Tenant fails to keep the Leased Premises in a good state of repair and condition as determined by Landlord in its reasonable discretion, it may have the necessary work done at Tenant's expense, after first giving 90 days' written notice of default to Tenant. Tenant will use best efforts to complete repairs within 90 days. If Tenant commences repairs within that 90-day period and proceeds in good faith and with due diligence to fully complete repairs with that time but is unable, through no fault of Tenant's, to complete the repairs, then Landlord will grant Tenant an additional 60 additional days to complete the repairs. Tenant must pay all repair expenses as additional rent immediately upon receipt of written notice from Landlord. The parties may agree to mediate any dispute arising under **this section** as provided elsewhere in this Agreement.

12. **ACCIDENTS OR DAMAGE.**

- A. **Notice Of Accidents Or Damage.** Tenant must give Landlord prompt written notice of accidents or damages to the structures and grounds within the Leased Premises.
- B. **Assumption Of Risk; Responsibility For Accidents Or Damage.** Tenant is financially responsible for any willful or negligent act or omission by it, its agents, assignees, contractors, employees, invitees, licensees, representatives, or subtenants resulting in damage to the Leased Premises and must reimburse Landlord for that damage within 60 days after notice.

13. **INDEMNIFICATION.**

- A. **Tenant Indemnification of Landlord.** Tenant must indemnify and save Landlord


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harmless from any violation by Tenant (its agents, assignees, contractors, employees, invitees, licensees, representatives, and subtenants) of any law, ordinance, rule, or regulation and from any loss, cost, damage, claim, fine, or other expense (including reasonable attorney's fees and litigation expenses), arising out of, related to, or caused by Tenant's activities under this Agreement. Upon request, Tenant must defend Landlord in any action brought against Landlord arising out of Tenant's activities under this Agreement. Tenant is not liable, and need not defend Landlord, for any loss, cost, damage, claim, or other expense arising out of Landlord's sole negligence or intentional misconduct. Landlord must give Tenant prompt and timely notice of any claim or suit under **this Section**.

- B. **Landlord Indemnification of Tenant.** Landlord must indemnify and save Tenant harmless from any violation by Landlord (its agents, assignees, contractors, employees, invitees, licensees, representatives, and subtenants) of any law, ordinance, rule, or regulation and from any loss, cost, damage, claim, fine, or other expense (including reasonable attorney's fees and litigation expenses), arising out of, related to, or caused by Landlord's activities under this Agreement. Upon request, Landlord must pay for the defense of Tenant in any action brought against Tenant arising out of Landlord's activities under this Agreement. Landlord is not liable, and need not defend Tenant, for any loss, cost, damage, claim, or other expense arising out of Tenant's sole negligence or intentional misconduct. Tenant must give Landlord prompt and timely notice of any claim or suit under **this Section**. Under no circumstances will Landlord's liability exceed the limits under the Maryland Local Government Tort Claims Act, Md. Code Ann. Cts. & Jud. Proc. §§ 5-301, *et seq.*, as amended from time to time.
- C. **This Section Only.** The obligations of **this section** will survive expiration and termination of this Agreement.

#### 14. **INSURANCE.**

- A. **Maintenance of Insurance.** At least 30 days before the Effective Date, Tenant must obtain and maintain throughout the Term of this Agreement, at its own expense, comprehensive commercial liability insurance with one or more insurance companies licensed to do business in the State of Maryland covering its operations, activities, and liabilities on the Leased Premises, having singly or in combination, limits not less than those indicated below. Tenant's insurance must be primary.
1. **Aircraft Liability (Including Passengers).** Tenant must obtain and maintain insurance for aircraft liability, including passengers, for leased planes, operators, and other responsible interests, in the amount of five million dollars (\$5,000,000.00) for each occurrence with a combined single limit of bodily injury and property damage. The policy must

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provide statutory limits required under federal and state laws. The policy must provide a sub-limit of three million dollars (\$3,000,000) for Hangar Keeper Legal Liability to cover the care, custody and control of others planes.

2. **Fire and Extended Coverage Or All Risk Property Policy.** Tenant must obtain and maintain an all risks property policy or fire and extended coverage to protect the Landlord's and Tenant's interests against loss on or in the premises based on the agreed amount of the insurable values (including all fixed improvements erected by the Tenant). Tenant may self-insure only with regard to coverage required by **this section** (all risks property policy or fire and extended coverage).
3. **Worker's Compensation/Employer's Liability.** Tenant must obtain and maintain worker's compensation/employer's liability insurance meeting all state statutory requirements and with the following minimum employers' liability limits:
  - a. Bodily injury by accident - \$100,000 each accident.
  - b. Bodily injury by disease - \$500,000 policy limits.
  - c. Bodily injury by disease - \$100,000 each employee.
4. **Additional Insured.** Tenant must name Landlord as an additional insured on its Commercial and Excess/Umbrella Insurance for liability arising out of Tenant's products, goods and/or services provided under this Agreement. Tenant shall also name Landlord's elected and appointed officials, officers, consultants, agents and employees as additional insured on said policy if that coverage is available and does not increase the premium by more than 5%.
5. **Certificate Holder.** Montgomery County Revenue Authority, 101 Monroe Street, 4<sup>th</sup> Floor, Rockville, Maryland 20850.

- B. **Renewal of Insurance.** Upon 45 days written notice, Tenant must give Landlord a copy of the policy and a certificate of insurance evidencing that the insurance required under the Agreement is in force. Tenant must renew the policy as necessary and must not allow it to lapse during the Term of this Agreement. Tenant must provide Landlord 45 days advance written notice of any amendment, termination, or expiration of the policy. The policy must also require the issuer to notify Landlord 45 days prior to any amendment, expiration, or lapse in coverage. If Tenant cancels or changes insurance coverage without giving required notice to Landlord, or fails to maintain adequate insurance, as stated above, Landlord may purchase necessary insurance and Tenant must pay those expenses as additional

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rent immediately upon receipt of written notice from Landlord. It is the express intent of this provision that Tenant maintain continuous insurance coverage during the Term of this Agreement.

- C. **Notice of Claim.** Tenant agrees to notify Landlord in writing as soon as practicable of any claim, demand or action in which Landlord is a potential defendant or which may have potential liability, arising from or relating to the matters contemplated herein, the Leased Premises, or the operations thereat.
- D. **Assignees, subtenants, and contractors.** These insurance obligations also apply separately to each assignee, contractor, licensee, and subtenant, as the case may be, of Tenant. This obligation does not apply to any agreements already in existence at the effective date of this Agreement, as identified in **EXHIBIT F**. But, after the effective date of this Agreement, Tenant must not modify or extend any of those agreements, all of which expire by December 31, 2010, without complying with these insurance obligations.

15. **ASSIGNMENT AND SUBLEASING.**

- A. **No Assignment Or Subleasing Without Landlord's Consent.** Tenant must not assign, license, pledge, sell, sublease or otherwise dispose of any or all of its interests, rights, or obligations under this Agreement to any other person without obtaining the Landlord's prior written consent, which consent shall not be unreasonably withheld. Landlord will respond to any request from Tenant within 60 days of receipt. This limitation does not apply to any agreements already in existence at the effective date of this Agreement, as identified in **EXHIBIT F**. But, after the effective date of this Agreement, Tenant must not modify or extend any of those agreements, all of which expire by December 31, 2010, without the Landlord's written consent as provided in this Agreement. Notwithstanding the foregoing, Tenant may submit to Landlord a "form" sublease to use for hangar space, or tie-down space or space under the Premises Lease Agreement. Upon Landlord's approval of a form for such type of sublease, Tenant may enter into subleases using that form without the consent of Landlord.
- B. **Assignees And Subtenants Bound By This Agreement.** All covenants, promises, conditions, and obligations contained in this Agreement run with the land and bind any assignees, contractors, licensees, and subtenants and their respective heirs, legal representatives, successors, and assigns. Any assignment, contract, license, or sublease must contain a provision stating that all covenants, promises, conditions, and obligations contained in this Agreement run with the land and bind the assignee, contractor, licensee, or subtenant, and their respective heirs, legal representatives, successors, and assigns. The parties acknowledge that the premises leased by Landlord to Tenant under the Original Lease were and are subleased to James E. Richardson and Richard T. Kreuzburg, II, pursuant to an Agreement dated December 31, 1965, as amended (the "Sublease"). By an

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Agreement dated December 31, 1965, James E. Richardson and Richard T. Kreuzburg, II assigned all of their right, title and interest in Sublease to Freestate Aviation Associates ("Freestate"). The parties further acknowledge that Tenant's interest in the Premises Lease Agreement was assigned to Freestate by an Assignment of Lease dated as of August 9, 1967. Accordingly, under the Original Lease, Freestate was the operator of the Leased Premises and the subsublessor of all of the subsubleases to the occupants and users of the Leased Premises, including, without limitation, Montgomery Aviation, Ltd. and Aviation Facilities Corporation, and sublessor of all of the subleases under the Premises Lease Agreement. In order to evidence their agreement that the Sublease and the Premises Lease Agreement (as amended herein) are subject to the terms of this Agreement, James E. Richardson, Richard T. Kreuzburg, II and Freestate shall execute the Consent attached to this Agreement. The parties further acknowledge that by the express provisions in the applicable contracts, or by operation of law, each of the contracts listed in **EXHIBIT F** is subject and subordinate to the Original Lease and other agreements described in the Recitals. Except for the Sublease (as assigned) and the Premises Lease Agreement, such subordination may or may not include the consent to the amendments effected by this Agreement. As each existing contract is renewed or replaced, Tenant must ensure that the renewed or replacement contract expressly provide that it is subject to all of the terms of this Agreement.

- C. **Tenant Must Provide Landlord With Documents.** Tenant has provided Landlord with a copy of all existing assignments, contracts, licenses, and subleases, identifying all Parties, their ownership, and their relationship to Tenant, attached as **EXHIBIT F**, (with the financial terms redacted).
- D. **Assignment Or Sublease Does Not Relieve Tenant.** Tenant is not released from its obligations under this Agreement by any assignment, contract, license, or sublease, including its obligation to acts as the sole representative of the leasehold for purposes of negotiation, discussion or interaction with Landlord.

#### 16. COMPLIANCE WITH APPLICABLE LAWS.

- A. **Laws.** Tenant must strictly comply with all laws, ordinances, rules, regulations, and orders promulgated by any proper authority with jurisdiction applicable to Tenant's activities on the Leased Premises, including the Federal Aviation Administration, the Maryland Aviation Administration, and the Federal Communications Commission.
- B. **Use For Illegal Purposes.** Tenant must not permit any person to use the buildings or grounds of the Leased Premises for any illegal, unlawful, or improper purpose.
- C. **Landlord's Regulations.** Tenant must comply with any rules, regulations, and minimum standards promulgated by Landlord. These regulations must not impose

Handwritten signatures and initials: "SUE", "MCA", and a large signature "Jen".

any affirmative obligations on Tenant to incur substantial cost or prohibit, eliminate, or materially adversely affect any of the permitted uses under section 5(A). If these regulations prohibit, eliminate or materially adversely affect any of the permitted uses under section 5(A), then Landlord shall be obligated to make such equitable adjustments to this Agreement as necessary to offset the elimination of, or affect to, that permitted use, it being the intent of the parties that Tenant will retain the rights and benefits contained in this Agreement. These regulations must, at a minimum, address fuel dispensing on the Leased Premises to ensure the compliance with all fire and other codes and the safety and protection of persons and property. Landlord may treat any violation of these rules, regulations, or minimum standards as a breach of this Agreement. The parties further acknowledge that by the express provisions in the applicable contracts, or by operation of law, each of the contracts listed in **EXHIBIT F** is subject and subordinate to the Original Lease and other agreements described in the Recitals. Except for the Sublease (as assigned) and the Premises Lease Agreement, such subordination may or may not include the consent to Landlord's rules, regulations, and minimum standards. As each existing contract is renewed or replaced, Tenant must ensure that the renewed or replacement contract expressly provide that it is subject to all of the terms of this Agreement, including Landlord's rules, regulations, and minimum standards.

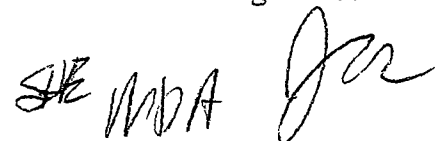
- D. **Grant Assurances.** Tenant understands that a portion of the Airpark's operating funds come from government grants and that these grants are necessary for the Airpark's continued operation. Landlord agrees to provide Tenant with reasonable prior notice of any applications for such grants and the conditions and requirements thereof. Tenant shall have the reasonable opportunity to comment upon the terms and conditions of such grant assurances. Subject to the provisions of this section, Tenant must use its best efforts to ensure that the nothing on the Leased Premises causes the Landlord to be in breach with the conditions of any grant assurances. If any of the conditions or requirements of the grant assurances impose any affirmative obligations on Tenant that cause or will cause Tenant (or Tenant's subtenants) to incur substantial cost in order to comply with the grant assurances, Landlord will use its best efforts to obtain federal grant funding to offset that cost. If Landlord is unable to obtain sufficient grant funding to offset that cost, Landlord will bear sole responsibility for those costs. If such conditions or requirements of the grant assurances prohibit, eliminate or materially adversely affect any of the permitted uses under section 5(A), then Landlord shall be obligated to make such equitable adjustments to this Agreement as necessary to offset the elimination of, or affect to, that permitted use, it being the intent of the parties that Tenant will retain the rights and benefits contained in this Agreement.
- E. **Special Exception.** Tenant must comply with the conditions of the special exception and any modifications made with Tenant's consent. The parties acknowledge that the original Special Exception was granted to Tenant under the circumstances described in the Recitals. The parties agree that maintaining the

Special Exception is critical to the operation of the Airpark and benefits both parties. Each party agrees to abide by the terms of the Special Exception and to cooperate with each other as necessary to maintain the Special Exception.

- F. **Airport Layout Plan.** Tenant must comply with any FAA approved Airport Layout Plan Subject to the provisions of this section, Tenant must use its best efforts to ensure that the nothing on the Leased Premises causes the Landlord to be in breach with the conditions of any ALP. If any of the conditions or requirements of the ALP impose any affirmative obligations on Tenant that cause or will cause Tenant (or Tenant's subtenants) to incur substantial cost in order to comply with the ALP, Landlord will use its best efforts to obtain federal grant funding to offset that cost. If Landlord is unable to obtain sufficient grant funding to offset that cost, Landlord will bear sole responsibility for those costs. If such conditions or requirements of the ALP prohibit, eliminate or materially adversely affect any of the permitted uses under section 5(A), then Landlord shall be obligated to make such equitable adjustments to this Agreement as necessary to offset the elimination of, or affect to, that permitted use, it being the intent of the parties that Tenant will retain the rights and benefits contained in this Agreement.
- G. **This Section Only.** For the purposes of **this Section**, Tenant includes its respective agents, assignees, contractors, employees, invitees, licensees, representatives, and subtenants.

17. **COMPLIANCE WITH OBSTRUCTION AND DESIGN STANDARDS.**

- A. **Obstructions.** Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airpark against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the Airpark which, in the reasonable opinion of the Landlord, would materially limit the usefulness of the Airpark or constitute a hazard to aircraft. Tenant must, upon approval by Landlord and prior to any construction within the Airpark, prepare and submit to the Federal Aviation Administration and the Maryland Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77 and COMAR 11.03.05.05, respectively, as amended from time to time.
- B. **Obstruction Lights.** Tenant agrees to permit Landlord to install, maintain, and operate proper obstruction lights on the tops of all buildings or structures in the Leased Premises, at Landlord's sole risk and at no cost to the Tenant.
- C. **Airport Design Standards.** Tenant must comply with airport design standards recommended in FAA Advisory Circular 150/5300-13 "Airport Design," as amended. If any amendment materially adversely affects Tenant's rights or obligations under this Agreement, Landlord will cooperate with Tenant in





preparing and prosecuting a grant application with FAA and/or MAA to make the needed changes.

18. **PERMITS.** Subject to the terms herein, Tenant must obtain, renew, and maintain, at its sole cost and expense, any necessary permits, licenses, certificates, or authorizations required for its activities on the Leased Premises.
19. **UTILITIES.** Tenant is fully responsible for and must promptly pay all utilities furnished to the Leased Premises that it uses, including telephone, sewer, water, gas, and electricity, along with all other expenses in connection with its activities on the Leased Premises. Tenant must remove all waste resulting from its activities at its own expense and as frequently as necessary to maintain the Leased Premises in a clean and sanitary condition.
20. **TAXES.** Tenant must pay any and all applicable taxes, as well as any charges or fees imposed by governmental authority by reason of Tenant's use and operation Of the Leased Premises.
21. **LANDLORD'S RIGHT TO INSPECT LEASED PREMISES.** Tenant must allow Landlord access to the buildings and grounds within the Leased Premises at any reasonable time, in the exercise of its governmental functions, for the purpose of inspection, in the event of fire or other property damage, in order to perform any work required or permitted under this Agreement, or in order to take any action within the Leased Premises it may deem necessary for the reasonable protection of the buildings and grounds or expedient to the proper enforcement of any of the covenants or conditions of this Agreement.
22. **CONDEMNATION.** This Agreement will terminate if any competent authority takes or condemns the Leased Premises under the powers of eminent domain. The entire award will be Tenant's property and Landlord assigns to Tenant any right, title, and interest in and to any award. Landlord may claim and receive an award in the condemnation proceeding for its interest in improvements, fixtures, and other equipment on the Leased Premises, but only if the court makes that award in addition to its award for the Leased Premises. If there is a condemnation of the other portions of the Airpark such that the airport operations thereon are terminated, such termination shall require the reconveyance provided for in **Section 33**.
23. **QUIET ENJOYMENT.** So long as Tenant conducts his business in a fair, reasonable and workmanlike manner, Tenant shall peaceably have and enjoy the Leased Premises, and all the rights and privileges granted.
24. **AIRPORT DEVELOPMENT.** Landlord reserves the right to further alter, develop, expand, or improve ("develop") the Airpark (excluding the Leased Premises) as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance. This Agreement must not be construed to impede Landlord's right to further develop the Airpark (excluding the Leased Premises), and Landlord expressly reserves the right to do

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so. Notwithstanding the foregoing, such further development of the Airpark shall not materially adversely affect Tenant's rights or obligations under this Agreement.

25. **WAR OR NATIONAL EMERGENCY.** During a time of war or national emergency, Landlord has the right to lease or otherwise allow use of the landing area or any part thereof to the United States Government for military or other Federal/State Government purposes and, if that lease/use is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease/use to the government, must be suspended and reinstated at such time as the lease/use with the Federal/State Government is terminated. Suspended time must be considered as part of the Term of this Agreement and will not extend the expiration date of this Agreement. Landlord must abate Tenant's rent to the extent Tenant is unable to use the Leased Premises to offer the services described in **Section 5(A)** because of the emergency.
26. **SUBORDINATION TO PRESENT OR FUTURE FUNDING OR FINANCIAL ARRANGEMENTS.** This Agreement, and any amendments, is subordinate to any existing or future funding or financial arrangement or agreement made by Landlord of the Leased Premises, including any agreement between Landlord and the United States or the State of Maryland regarding the operation or maintenance of the Airpark, the execution of which has been or may be required before Landlord can receive federal/state funds for the development of the Airpark. Tenant will promptly execute any documents required by Landlord and its lender to evidence the subordination of this Agreement. Notwithstanding the foregoing, such subordination shall not materially adversely affect Tenant's rights or obligations under this Agreement.
27. **DEFAULT.** A Party shall be deemed in default upon any violation of such Party's obligations under this Agreement. In addition, Tenant shall be deemed in default upon an abandonment of the Leased Premises by Tenant.
28. **DEFAULT; MEDIATION**
  - A. **Notice of default; termination upon failure to cure default.** If either party is in default under this Agreement for a period of 60 days following receipt of a notice of default from the non-defaulting party the non-defaulting party may terminate this Agreement and pursue any other remedies available to it against the defaulting party, including any action for rent or damages. If the defaulting party cannot reasonably cure a non-monetary default within a 60-day period, the non-defaulting party may not terminate this Agreement if the defaulting party commences action to cure the default within such 60-day period and proceeds in good faith and with due diligence to fully cure the default.
  - B. **Mediation.** The parties may mutually agree to mediate any dispute arising under this Agreement.
29. **TERMINATION UPON INSOLVENCY OF TENANT.** Subject to applicable state

insolvency and bankruptcy laws, grant assurances, the special exception, and any other requirement of law, Landlord may terminate this Agreement upon 60 days' written notice if (a) Tenant becomes or is declared insolvent, (b) Tenant institutes or has instituted against it bankruptcy proceedings not vacated within 60 days, (c) Tenant makes an assignment for benefit of creditors or if a receiver or trustee is appointed for the Tenant's property and not vacated within 30 days, or (d) if this Agreement, by operation of law, devolves on or passes to any person or persons other than Tenant, except as otherwise provided herein.

30. **EFFECT OF TERMINATION; RIGHTS AFTER TEMINATION.**

A. **Effect Of Termination.** Landlord's termination also terminates any and all legal or equitable interest Tenant, or any of its assignees, licensees, subtenants, or creditors may claim.

B. **Rights After Termination.**

1. In the event of termination by Landlord for Tenant's default, Landlord shall have the right at once and without further notice to the Tenant or surety, to enter and take possession of the Leased Premises occupied by the Tenant, by force or otherwise, and expel any and all parties who may occupy any portion of the Leased Premises or Airpark covered by this Agreement, and any and all goods and chattels belonging to the Tenant or its associates which may be found, without being liable for prosecution or to any claim for damages. Upon such termination by the Landlord, all rights, powers and privileges of the Tenant shall cease, and the Tenant shall immediately vacate any and all space occupied by it under this Agreement, and shall make no claim of any kind whatsoever against the Landlord, its agents or representatives, by reason of such termination, or any act incident thereto.
2. In the event of termination for any cause which is determined by the Landlord to be beyond the control and without the fault or negligence of the Tenant, payment to the Landlord hereunder shall immediately cease, and the Tenant shall be entitled to have monies which have been prepaid or advanced to the Landlord predicated on occupancy of the Leased Premises to the end of the period, if any, refunded to it by the Landlord. The Tenant shall, in addition to other rights provided for by law, be permitted to remove its operating facilities, merchandise, etc., in a manner and at a time agreed upon by the Parties.

31. **SURRENDER OF POSSESSION.** At the expiration or sooner termination of this Agreement, Tenant must quietly and peacefully surrender possession of the Leased Premises to Landlord in as good a condition as when leased, usual wear and tear excepted.

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32. **TITLE VI; NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS.**

Tenant must not exclude any person from participation in, deny any person the benefits of, or otherwise subject any person to discrimination in (1) the use of the Leased Premises, (2) the construction of any improvements on, over, or under the Leased Premises, and (3) the furnishing of any services on the Leased Premises, on the grounds of race, color, creed, religion, sexual orientation, disability, genetic status, marital status, or national origin. Tenant must use, operate, and maintain the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as those regulations may be amended.

33. **CONVEYANCE TO TENANT IF AIRPARK CEASES TO OPERATE AS AN AIRPORT.**

A. **Conveyance.** This Agreement is terminated and Landlord must convey, absolutely and in fee simple, the property described in **subsection (B)** (approximately 138 acres) and all permanent improvements to Tenant, for the nominal sum of One Hundred Dollars, if either

1. the Parties agree, in writing, to cease all airport operations at the Airpark; provided the Montgomery County Council approves the Parties' agreement to cease airport operations, or
2. the Landlord, County or other governmental entity directly or indirectly takes some action that renders it impossible for the Airpark to function as a general aviation airpark, provided, however, that Tenant must first give Landlord 90-day notice and an opportunity to cure before demanding conveyance under this subsection. But Tenant, and those holding under Tenant, must act in good faith and must not, by action or inaction, jeopardize the continued operation of the Airpark or cause a governmental entity to take any action rendering it impossible to the Airpark to function as a general aviation airpark.

B. **The Property to be conveyed.**

1. The property described in the deed recorded among the Montgomery County land records on April 26, 1960, in Liber 2727 at Folio 372 (approximately 115 acres); and
2. The property described in a deed recorded among the Montgomery County land records on December 29, 1967, in Liber 3699 at Folio 488 (approximately 23 acres).

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*MDA* *Jan*

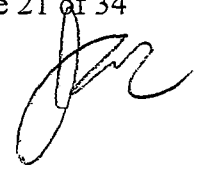
- C. **Compliance with Applicable Laws.** The parties must comply with all applicable laws and regulations regarding any agreement to cease all airport operations under **Section 33(A)(1)**, including any federal grant obligations to continue to function as a public-use airport, any advertising requirements, and mandatory referral under the Regional District Act.

34. **TRANSFER OF MARYLAND AVIATION ADMINISTRATION LICENSE/REGISTRATION FROM TENANT TO LANDLORD.** Contemporaneous with the execution of this Agreement, Tenant will sign the letter attached as **EXHIBIT G**, supporting the transfer of the Maryland Aviation Administration License/Registration from Tenant to Landlord. Tenant will use its best efforts to support Landlord's application for the License/Registration and, upon Landlord's request, must promptly do further acts and execute, have acknowledged, and deliver, as appropriate, any and all further documents or instruments Landlord reasonably requests in order to carry out the intent and purpose of **this section**. Landlord agrees to use its best efforts to maintain and renew said license.

35. **OTHER IMPORTANT PROVISIONS.**

- A. **Modification and Waiver.** Except where expressly provided to the contrary, any amendment of this Agreement must be in writing, signed by the Parties with the same formalities as this Agreement, and recorded among the land records of Montgomery County, Maryland. A party wishing to waive any rights under this Agreement must do so expressly in writing. A waiver will be narrowly construed so as not to waive any other rights or any other instance to which that right might apply.
- B. **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. But if any provision of this Agreement is deemed invalid, that provision must be severed, and the remaining provisions must otherwise remain in full force and effect.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. All terms and conditions contained in any other writings previously executed by the Parties and all prior and contemporaneous arrangements and understandings between the Parties are superseded by this Agreement. No agreements, statements, or promises about the subject matter of this Agreement are binding or valid unless they are contained in this Agreement.
- D. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflict of laws principles.
- E. **Headings and Construction.** Descriptive headings are inserted only for

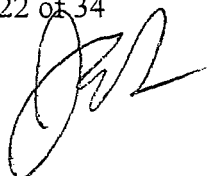
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convenience and do not affect the meaning of any provision. Where the context requires, the singular must be construed as the plural and neuter pronouns must be construed as masculine and feminine pronouns, and vice versa. This Agreement must be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party must not apply in the interpretation of this Agreement.

- F. **No Agency.** This Agreement does not make either one of the Parties, its officers, employees or agents, an officer, employee or agent of the other Party.
- G. **No Partnership; Third Parties.** This Agreement does not create any partnership, joint venture or other arrangement between the Parties. This Agreement is not for the benefit of any non-party, and no third has any right or cause of action under this Agreement.
- H. **Warranty of Authority.** The persons executing this Agreement warrant that they are authorized by the respective party whom they represent to execute this Agreement.
- I. **Further Assurances.** Promptly upon the request of another party to this Agreement, a party must do further acts and must execute, have acknowledged, and deliver to the other party, as appropriate, any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.
- J. **Effective Date.** This Agreement is effective after it is signed by all Parties and recorded among the land records of Montgomery County, Maryland. Landlord warrants to Tenant that there will be no recordation or transfer taxes imposed upon the recordation of this Agreement.
- K. **Binding Effect.** This Agreement binds the Parties, their heirs, successors, personal representatives, and assigns.
- L. **Time Of Essence.** Time is of the essence for performance of all of the Parties' obligations under this Agreement.
- M. **Requests For Documents.** The Authority will respond to any third-party request for documents in accordance with applicable law, including the Maryland Public Information Act.
- N. **Incorporation Of Documents And Recitals.** The recitals and exhibits are incorporated by reference and made a part of this Agreement.
- O. **Notices To Parties.** All notices required or permitted to be given to any party under this Agreement must be in writing and may be given in person, by United

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States mail, or by delivery service. Any notice directed to a party is effective upon the earliest of the following: (i) actual receipt by that party; (ii) delivery to the designated address of that party, addressed to that party; (iii) delivery by overnight courier; or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to that party at its designated address. The designated address of a party is the address of that party shown below or such other address as that party, from time to time, may specify by notice to the other party:

The Authority:                   Montgomery County Revenue Authority  
101 Monroe Street  
Fourth Floor  
Rockville, Maryland 20850-2540

With copies to:               Edward B. Lattner  
Associate County Attorney  
101 Monroe Street  
Third Floor  
Rockville, Maryland 20850-2540

MCAO, LLC:                   Montgomery County Airpark One Limited Liability  
Company  
5234 Muirfield Drive  
Ijamsville, MD 21754  
Attn: James E. Richardson

With copies to:               Wheeler & Korpeck, LLC  
Suite 908  
8601 Georgia Avenue  
Silver Spring, MD 20910  
Attn: Robert L. Brownell, Esq.

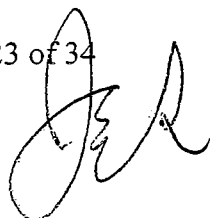
And

Richard T. Kreuzburg, II  
7911 Opossumtown Pike  
Frederick, MD 21702

And

Sandy Poe  
4325 Bill Moxley Road  
Mt. Airy, MD 21771

SJE  
MHA

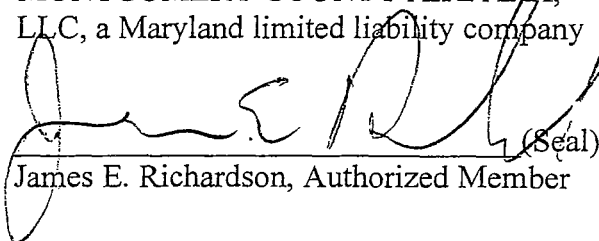


IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the date indicated below:

Attest:

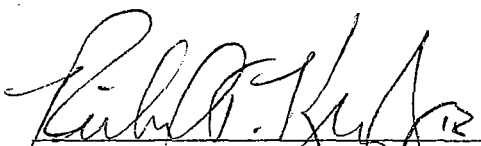
MONTGOMERY COUNTY AIRPARK,  
LLC, a Maryland limited liability company

\_\_\_\_\_  
Corporate Secretary

 (Seal)  
James E. Richardson, Authorized Member

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
Corporate Secretary

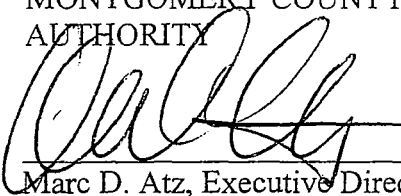
 (Seal)  
Richard T. Kreuzburg, II, Authorized  
Member


\_\_\_\_\_  
[Print name]

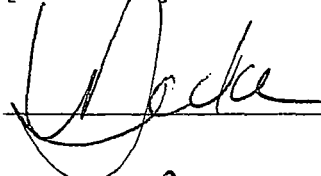
Witness:

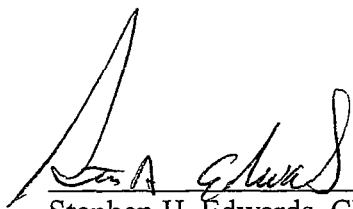
MONTGOMERY COUNTY REVENUE  
AUTHORITY


  
\_\_\_\_\_

 (Seal)  
Marc D. Atz, Executive Director

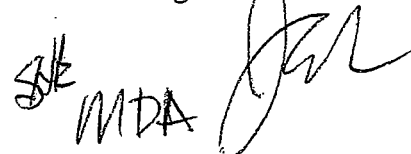
  
\_\_\_\_\_  
[Print name]

  
\_\_\_\_\_

 (Seal)  
Stephen H. Edwards, Chairman of the Board

  
\_\_\_\_\_  
[Print name]

(Jurats follow)

  
MDA



STATE OF ~~MARYLAND~~ Florida  
COUNTY OF ~~MONTGOMERY~~ Collier

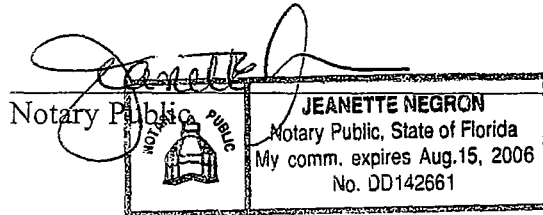
On this 19 day of February, 2004, before me, James E.

Richardson, the undersigned subscriber, personally appeared **James E. Richardson**, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: 8/15/06

Florida Collier  
STATE OF ~~MARYLAND~~  
COUNTY OF ~~MONTGOMERY~~



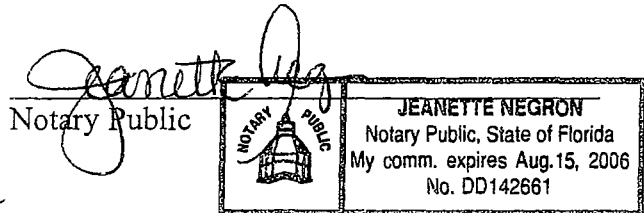
On this 19 day of February, 2004, before me, Richard T.

Kreuzburg II, the undersigned subscriber, personally appeared **Richard T. Kreuzburg, II**, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: 8/15/06

Florida Collier  
STATE OF ~~MARYLAND~~  
COUNTY OF ~~MONTGOMERY~~



On this 19 day of February, 2004, before me, Rayle Amison

\_\_\_\_\_, the undersigned subscriber, personally appeared **Marc Atz**, Executive Director of the Montgomery County Revenue Authority, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I affix my hand and notarial seal.

MDA

My Commission Expires: May 1, 2006

Gayle Jamison  
Notary Public

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 23<sup>rd</sup> day of February, 2004, before me, Gayle

Jamison, the undersigned subscriber, personally appeared **Stephen H. Edwards**, Chairman of the Board of Directors of the Montgomery County Revenue Authority, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I affix my hand and notarial seal.

My Commission Expires: May 1, 2006

Gayle Jamison  
Notary Public

### CONSENT

James E. Richardson, Richard T. Kreuzburg, II and Freestate Aviation, Inc., as the sublessees/assignee of the Original Lease and the Premises Lease Agreement, hereby consent to this Agreement.

Witness:

\_\_\_\_\_

James E. Richardson

[Print name]

\_\_\_\_\_

Richard T. Kreuzburg, II

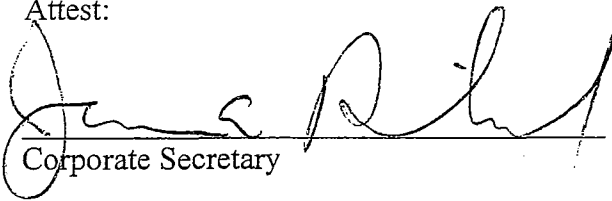
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MCRA / MCAO, LP FBO Agreement

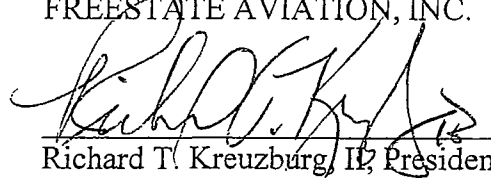
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MDA JR

Attest:

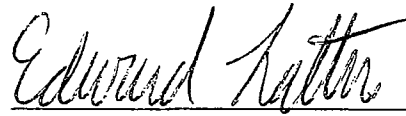
  
Corporate Secretary

FREESTATE AVIATION, INC.

 (Seal)  
Richard T. Kreuzburg, II, President


\_\_\_\_\_  
[Print name]

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Edward B. Lattner

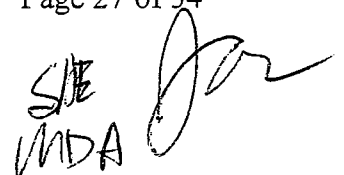
Approved as to form and legality:

\_\_\_\_\_  
Robert L. Brownell, Esquire  
Attorney for Montgomery County  
Airpark One Limited Partnership

  
\_\_\_\_\_  
Edward B. Lattner  
Associate County Attorney

ATTENTION LAND RECORDS CLERK:  
after recordation, please return to:  
Edward B. Lattner  
Montgomery County Attorney's Office  
101 Monroe Street  
Third Floor  
Rockville, Maryland 20850-2540

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Attest:

FREESTATE AVIATION, INC.

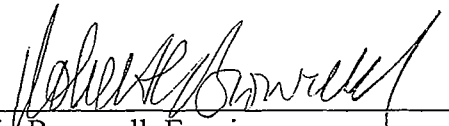
\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Richard T. Kreuzburg, II, President (Seal)

\_\_\_\_\_  
[Print name]

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Approved as to form and legality:

  
\_\_\_\_\_  
Robert L. Brownell, Esquire  
Attorney for Montgomery County  
Airpark One Limited Partnership  
LLC

\_\_\_\_\_  
Edward B. Lattner  
Associate County Attorney

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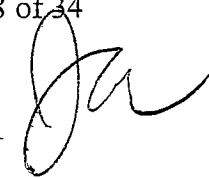
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**EXHIBIT A****DESCRIPTION OF LEASED PREMISES**

See attached documents entitled:

- (1) "Schedule 'A' Modified Parcel 'A' " (3 pages including diagram labeled "Schedule 'B' Parcel 'A' (Modified)") and
- (2) "Schedule 'A' Modified Parcel 'B' " (4 pages including diagram labeled "Schedule 'B' Parcel 'B' (Modified)").

SUE  
MDA



## SCHEDULE "A"

## MODIFIED PARCEL "A"

## MONTGOMERY COUNTY AIRPARK, INC.


Being a parcel of land located in the First (1<sup>st</sup>) Election District of Montgomery County, Maryland and being part of the following two (2) conveyances

1. Montgomery County Airpark, Inc. to Montgomery County Revenue Authority by Corporate Deed dated April 25, 1960 and recorded in Liber 2727 folio 372.
2. Montgomery County Airpark, Inc. to Montgomery County Revenue Authority by Corporate Deed dated August 9, 1967 and recorded in Liber 3699 at folio 488.

All as recorded among the Land Records of Montgomery County, Maryland and being more particularly described in the Maryland State Plane NAD 83/91 Datum by Macris, Hendricks and Glascock, P.A. as follows:

Beginning at the end of the second (2<sup>nd</sup>) line as described in a Lease Amendment Agreement from Montgomery County Revenue Authority (Lessor) to Montgomery County Airpark, Inc., (Lessee) dated August 9, 1967 and recorded among the aforesaid Land Records in Liber 3705 at Folio 617, then binding with part of the sixth (6<sup>th</sup>) line as described in the aforesaid Liber 2727 at Folio 372 as now surveyed

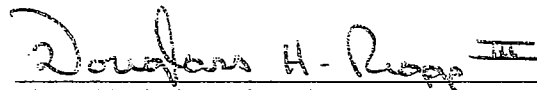
1. North 37°29'42" East, 200.00 feet to a point, said point being the beginning of the seventh (7<sup>th</sup>) line of the aforementioned Liber 2727, folio 372, then binding with said line as now surveyed:

SUE  
MBA 

12/10/03  
Master

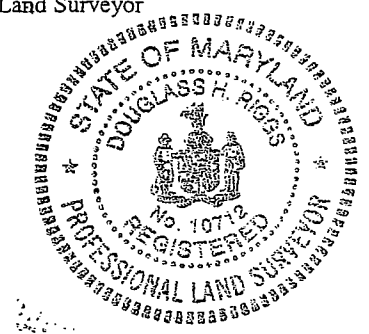
2. South 52°30'18" East, 884.40 feet to a point, then
3. South 24°21'55" West, 374.12 feet to a point, then
4. South 53°31'21" East, 61.83 feet to a point, then
5. South 37°51'54" West, 75.97 feet to a point, then
6. North 52°30'18" West, 43.86 feet to a point, then
7. South 82°25'34" West, 56.43 feet to a point, then
8. North 52°30'18" West, 197.00 feet to a point, then
9. South 37°29'42" West, 90.58 feet to a point, then
10. North 52°30'18" West, 750.00 feet to a point, then
11. North 37°29'42" East, 369.74 feet to the beginning; containing 11.97173  
acres of land.


Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.



Macris, Hendricks & Glascock, P.A.  
Douglass H. Riggs, III, Professional Land Surveyor  
Maryland Registration No. 10712

00-118  
SA008DHR



SUB  
MOD 





12/10/03  
master

## SCHEDULE "A"

## MODIFIED PARCEL B

## MONTGOMERY COUNTY AIRPARK, INC.


Being a parcel of land located in the First (1<sup>st</sup>) Election District of Montgomery County, Maryland and being part of the following two (2) conveyances

1. Montgomery County Airpark, Inc. to Montgomery County Revenue Authority by Corporate Deed dated April 25, 1960 and recorded in Liber 2727 Folio 372.
2. Montgomery County Airpark, Inc. to Montgomery County Revenue Authority by Corporate Deed dated August 9, 1967 and recorded in Liber 3699 at Folio 488.

All as recorded among the Land Records of Montgomery County, Maryland and being more particularly described in the Maryland State Plane NAD 83/91 Datum by Macris, Hendricks and Glascock, P.A. as follows:

Beginning for the same at the southernmost point on the east right of way line of the Airpark Access Road (Airpark Road) as shown on a plat thereof titled STREET DEDICATION PLAT, AIRPARK ACCESS ROAD, recorded in Plat Book 74, Plat 7213 among the aforesaid Land Records, said point being also the intersection of the N 62°31'13" W 80.00 feet and S 27°28'47" W 194.16 feet lines on the eastern right of way line as shown on said plat, and running thence with the east right of way line of said Access Road, the following two courses and distances as now surveyed:

1. North 27°17'33" East, 193.81 feet to a pinch pipe found, then

SE  
MDA  


2. 71.90 feet along the arc of a curve deflecting to the right, having a radius of 315.00 feet and a chord bearing and length of North 34°12'05" East, 71.74 feet to a rebar and cap found, then leaving said Airpark Road and binding reversely with the fourth (4<sup>th</sup>) line of Parcel 5 as described in the aforementioned Liber 3699 at Folio 488 as now surveyed:
3. South 62°30'04" East, 549.71 feet to a point, then leaving said fourth (4<sup>th</sup>) line to include Parcel Five and part of Parcel Four of Liber 3699 at Folio 488 and also part of Liber 2727 at folio 372
4. North 37°01'40" East, 529.99 feet to a rebar and cap found, then
5. South 68°10'51" East, 89.24 feet to a point, then
6. South 56°39'49" East, 229.97 feet to a point, said point being on the sixteenth (16<sup>th</sup>) line as described in the aforesaid Liber 2727 at Folio 372, then binding with parts of the sixteenth (16<sup>th</sup>) and seventeenth (17<sup>th</sup>) lines as now surveyed:
7. South 33°28'14" West, 552.54 feet to a point, then
8. South 27°37'59" West, 890.28 feet to a point, said point being the southwest rear corner of Parcel "T" as delineated on a Plat of Subdivision entitled "Montgomery County Airpark Industrial Sites" as recorded among the aforesaid Land Records as Plat No. 14008, then leaving said corner to

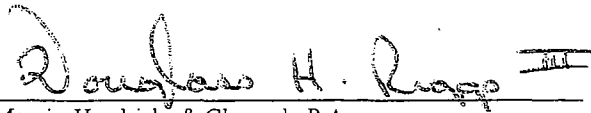
SUZ  
MDA 

cross and include part of the aforesaid Liber 2727 at Folio

372

9. North  $61^{\circ}43'49''$  West, 306.70 feet to a point, then
10. North  $29^{\circ}18'48''$  East, 51.80 feet to a point, then
11. North  $15^{\circ}19'06''$  West, 250.15 feet to a point, then
12. North  $62^{\circ}06'12''$  West, 99.46 feet to a point, then
13. North  $27^{\circ}53'48''$  East, 61.94 feet to a point, then
14. North  $61^{\circ}52'05''$  West, 327.78 feet to a point on the extension of the  
aforementioned east right-of-way line of Airpark Road,  
then with said extension reversed
15. North  $27^{\circ}17'33''$  East, 361.00 feet to the point of beginning; containing  
19.9263 acres of land.

Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not violet colored, the document is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.



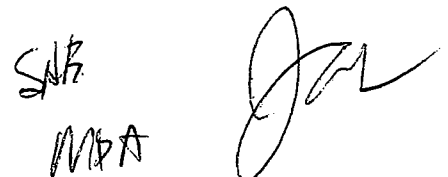
Macris, Hendricks & Glascock, P.A.

Douglass H. Riggs, III, Professional Land Surveyor

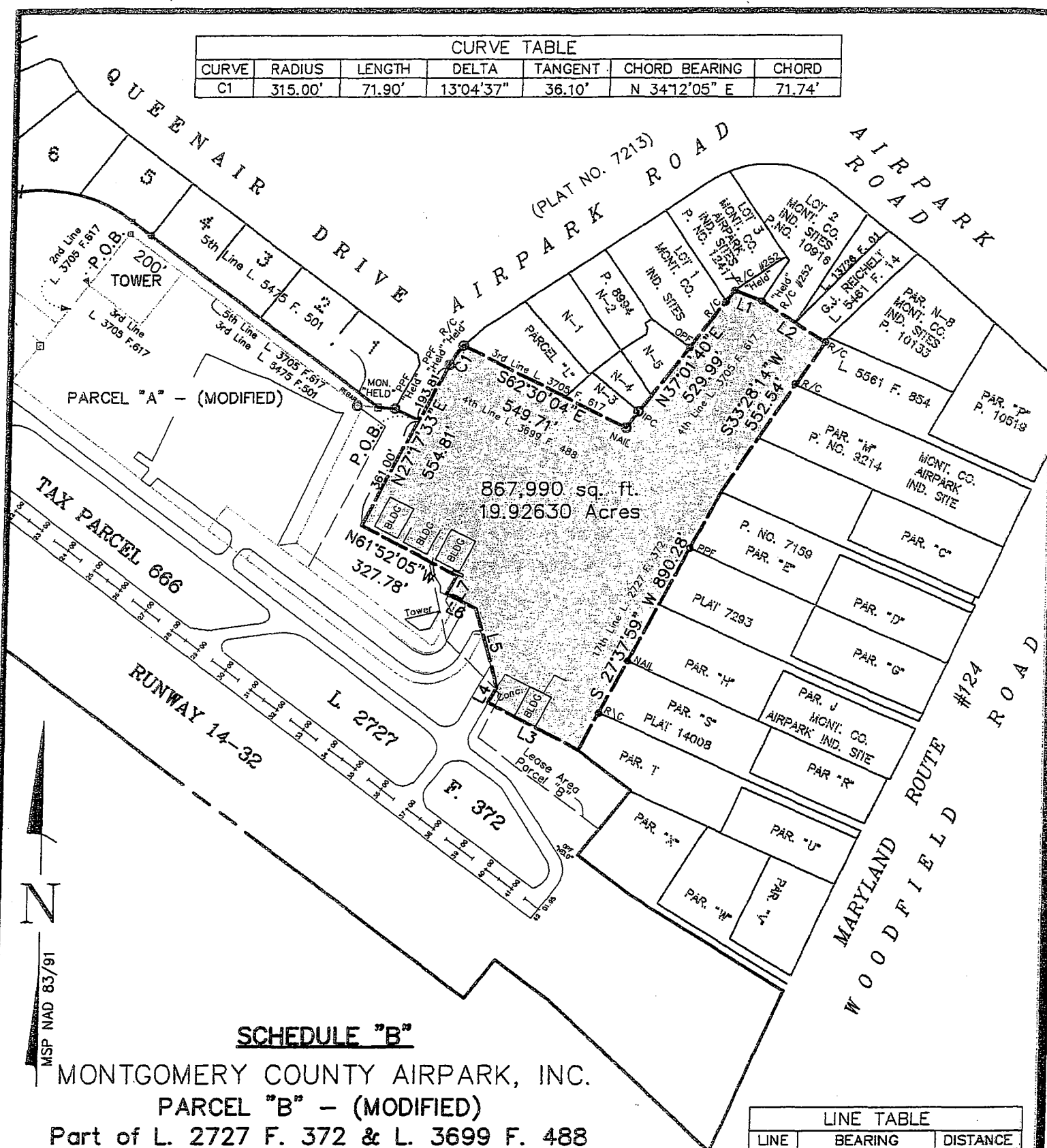
Maryland Registration No. 10712

00-118  
SA002DHR





CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	315.00'	71.90'	13°04'37"	36.10'	N 34°12'05" E	71.74'



**SCHEDULE "B"**

**MONTGOMERY COUNTY AIRPARK, INC.**  
**PARCEL "B" - (MODIFIED)**  
**Part of L. 2727 F. 372 & L. 3699 F. 488**

SCALE: 1"=400' September, 2003  
 MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**

**ENGINEERS \* PLANNERS \* SURVEYORS**  
 9220 WIGHTMAN ROAD, SUITE 120  
 MONTGOMERY VILLAGE, MD 20886  
 (301) 670-0840

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 68°10'51" W	89.24'
L2	N 56°39'49" W	229.97'
L3	N 61°43'49" W	306.70'
L4	N 29°18'48" E	51.80'
L5	N 15°19'06" W	250.15'
L6	S 62°06'12" E	99.46'
L7	N 27°53'48" E	61.94'

*SHZ*  
*MDA*  
*Jan*

**EXHIBIT B**  
**AMENDED PREMISES LEASE AGREEMENT**


SNE  
MCA  


EXHIBIT B

AMENDED PREMISES LEASE AGREEMENT

THIS AMENDED PREMISES LEASE AGREEMENT ("Agreement") is made between the MONTGOMERY COUNTY REVENUE AUTHORITY, an instrumentality of Montgomery County, Maryland ("Landlord") and MONTGOMERY COUNTY AIRPARK, LLC, a Maryland limited liability company, successor to Montgomery County Airpark One Limited Partnership by conversion pursuant to Section 4A-211 of the Corporations and Associations Article, Annotated Code of Maryland ("Tenant"), collectively referred to as "the Parties."

RECITALS

R-1. Landlord entered into a Premises Lease Agreement with Montgomery County Airpark, Inc., Tenant's predecessor in interest, recorded among the land records of Montgomery County, Maryland on January 22, 1968, in Liber 3705 at Folio 625.

R-2. The Parties wish to amend the Premises Lease Agreement.

WITNESSETH, that for and in consideration of the semi-annual rental described below payable in advance on the first day of July and January of each year of the term hereof, the Landlord hereby rents to the Tenant, solely for purposes usual and customary at an airpark administration and terminal building, the following premises within the Airport Administration Building located at Montgomery County Airpark, Gaithersburg, Montgomery County, Maryland, all as is outlined in red on a print entitled "Administration Building for Montgomery County Air Park, Inc." prepared by Philip W. Mason, A.I.A., attached to the Premises Lease Agreement and made a part hereof:

A. FIRST FLOOR

All Rooms except Room 100 (airport manager's office), Room 104 (weather room and pilot lounge), and 107 (maintenance). Landlord must make Room 104 available to members of the general public to use a pilot lounge and weather room. Landlord may make use of Room 103 (storage) only on a space available basis.

B. SECOND FLOOR

All Rooms.

Beginning on July 1, 2004, and for each fiscal year thereafter for the term hereof, the Tenant shall pay to the Landlord, in advance in semi-annual installments, an amount equal to the usual and normal real estate taxes on the Administration Building, such amount to be determined by multiplying the assessment value placed on said building by the Maryland State Department of Assessments and Taxation ("SDAT"), or by any other authorized assessing authority for Montgomery County, times the current tax rate levied in the area for similar commercial buildings; plus an amount equal to twenty percent (20%) of the of the foregoing rent on the Administration Building for use of parking facilities. The parties acknowledge that as of the date

of this Agreement, the parcels comprising the Leased Premises are carried on the SDAT tax rolls as "exempt commercial", tax class "airports", but have fair market value assessments for some of the land and all of the improvements. The parties believe that the assessor assesses the various buildings using the usual methods applicable to all commercial buildings (i.e. income, replacement cost, and comparable sales methods), and then the relevant tax rate is applied to the assessments. The parties agree that it is their intent that if the income method is used, the income should be the Base Rent payable by Tenant to Landlord and shall not include any subrent received by Tenant from its assignees/subtenants. If SDAT uses the income method and includes anything other than the Base Rent, or if SDAT recommends another assessment method, then either Landlord or Tenant can obtain a private appraiser (to be selected with the mutual agreement of the parties) to assess the improvements on the Leased Premises using the usual methods applicable to all commercial buildings (i.e. income [excluding any subrent], replacement cost, and comparable sales methods). Landlord agrees to provide Tenant with copies of any assessment notices and Tenant shall have the reasonable right to initiate an appeal, or participate in the appeal sought by Landlord, of any reassessment of the Buildings.

The foregoing Lease and grant of authority shall be upon the following terms and conditions. The Tenant hereby covenants and agrees:

1. The term of this Lease shall be for a period which shall commence upon the date hereof and expire on April 24, 2059.
2. To pay all bills for electricity, gas, fuel, power, water, sanitation, telephone and all other utilities, services and repairs stemming from the Administration Building excluding such bills relating to the Rooms reserved by Landlord (Rooms 100, 104 and 107, and Room 103 to the extent used by Landlord), and to the areas operated and maintained by Landlord as set forth in **paragraph 13**.
3. To do nothing and to permit nothing to be done on the premises which will contravene any fire insurance policy covering the same.
4. To hold Landlord free and harmless from any and all loss, claim or damage by reason on any accident, injury or damage to any person or property occurring on the premises from any cause whatsoever.
5. To continuously provide in its name, or in company with others, public liability insurance with minimum bodily injury limits of \$100,000 and \$500,000 and property damage minimum limit of \$100,000 protecting the Tenant and Landlord against liability for any accident, injury or damage on the airport premises, as it is now or may hereafter be constituted, or caused by the same, and to furnish Landlord with a copy of such policy for its information and approval.
6. Not to make any structural alterations or additions without the prior written consent of the Landlord, and to pay for all such alterations or additions. At Landlord's option, Tenant shall restore the premises to their original condition at the end of the term or such alterations shall become the property of Landlord.

7. To comply with all applicable laws, ordinances, rules and regulations.
8. To do no act which would jeopardize the safety, care, protection, or cleanliness of the premises or person on or in the vicinity thereof.
9. That if Tenant makes any assignment for the benefit of creditors, or if any proceedings are commenced to have Tenant declared bankrupt or insolvent, or if a receiver or Trustee is appointed to take charge of its affairs, then Landlord may terminate this Lease forthwith, and Tenant shall remain liable for all damages and costs up to the date of such event.
10. Upon the expiration or termination of this Lease, to surrender the premises in good and clean condition, ordinary wear and tear excepted; at the same time, to surrender all equipment of the Landlord in good, clean and operating condition, ordinary wear and tear excepted.
11. Not to place any signs, advertisements, or notices on the exterior of the building without the Landlord's prior consent.
12. To operate the airport facilities within the leased premises under its control for the use and benefit of the general public; to make available all such airport facilities and services to said general public within the bounds of safe conduct; and to refrain from imposing or levying excessive, discriminating or otherwise unreasonable charges or fees for use of such facilities or services; provided, however, that all of the above shall be subject to the continued review and approval of Landlord. Provided, however, Tenant shall be entitled to redact the financial terms from the copies of all contracts and subcontracts between Tenant (or its Subtenant) and the person or entity that is the ultimate provider of the services to the public.
13. Landlord agrees to operate and maintain, including janitorial service, the common areas (vestibule type areas upstairs and downstairs, rest rooms, hallways, the rooms reserved for Landlord's use as described above, the stairway, and the outside entrance ways and sidewalks) in a commercially reasonable manner.
14. Landlord and Tenant mutually covenant and agree:
  - A. The Landlord shall have the right to enter the premises at all reasonable hours to examine the same as well as to make any alterations and improvements to the premises or to contiguous premises.
  - B. That in the event the premises are deserted or vacated, Landlord shall have the right to enter by force, if necessary, as an agent of Tenant to reclaim possession by Landlord.
  - C. That any waiver of default hereunder shall not be deemed a waiver of any other or



subsequent default.

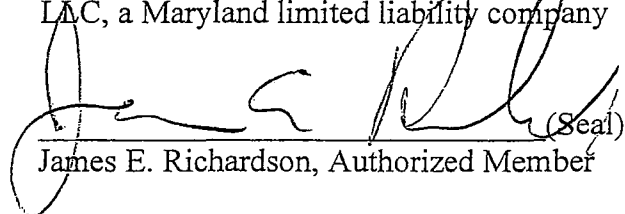
- D. That Tenant shall not transfer or assign this Lease or make any sublease without the written consent of the Landlord; Landlord agrees that such consent shall not be unreasonably withheld in the case of a suitable and responsible subtenant. Landlord acknowledges that Montgomery County Airpark One Limited Partnership assigned this Agreement to Freestate Aviation, Inc. on or about August 9, 1967, and consents to that assignment.
- E. That if there is any default by Tenant hereunder, Landlord shall have the right to re-enter and take possession of the premises, without notice to or demand upon Tenant.
- F. That this Lease shall be binding upon and inure to the benefit of the parties hereto, there respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the date indicated below:

Attest:

MONTGOMERY COUNTY AIRPARK,  
LAC, a Maryland limited liability company

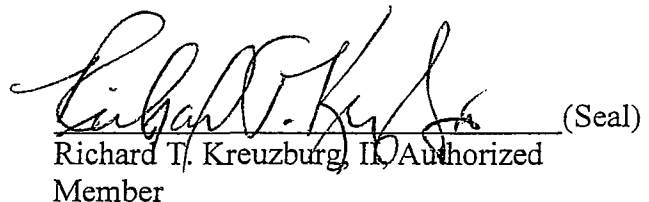
\_\_\_\_\_  
Corporate Secretary

 (Seal)  
James E. Richardson, Authorized Member

\_\_\_\_\_  
[Print name]

Attest:

\_\_\_\_\_  
Corporate Secretary

 (Seal)  
Richard T. Kreuzburg, II, Authorized  
Member

\_\_\_\_\_  
[Print name]

Witness:

MONTGOMERY COUNTY REVENUE  
AUTHORITY

[Signature]

[Signature] (Seal)  
Marc D. Atz, Executive Director

L. Decker

[Print name]

[Signature]

[Signature] (Seal)  
Stephen H. Edwards, Chairman of the Board

L. Decker

[Print name]

(Jurats follow)

Florida [Signature]  
STATE OF MARYLAND  
COUNTY OF MONTGOMERY Collier [Signature]

On this 19 day of February, 2008, before me, James E.

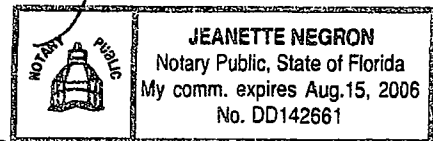
Richardson, the undersigned subscriber, personally appeared **James E. Richardson**, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: 8/15/06

[Signature]  
Notary Public

Florida [Signature]  
STATE OF MARYLAND  
COUNTY OF MONTGOMERY Collier [Signature]



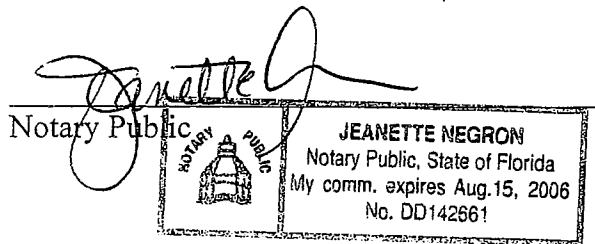
On this 19 day of February, 2008, before me, Richard T.

Kreuzburg II, the undersigned subscriber, personally appeared **Richard T. Kreuzburg, II**, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

[Signature]  
MSA

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: 8/15/06



STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 29th day of February, 2007<sup>4th</sup>, before me, Gayle Jamison

Jamison, the undersigned subscriber, personally appeared **Marc Atz**, Executive Director of the Montgomery County Revenue Authority, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I affix my hand and notarial seal.

My Commission Expires: May 1, 2006

Gayle Jamison  
Notary Public

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 23rd day of February, 2007<sup>4th</sup>, before me, Gayle Jamison

Jamison, the undersigned subscriber, personally appeared **Stephen H. Edwards**, Chairman of the Board of Directors of the Montgomery County Revenue Authority, of the State and County aforesaid, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that (s)he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I affix my hand and notarial seal.

My Commission Expires: May 1, 2006

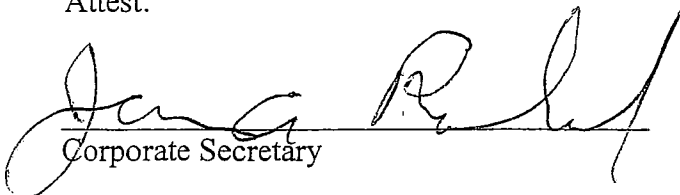
Gayle Jamison  
Notary Public


### CONSENT

Freestate Aviation, Inc., as the assignee of the Premises Lease Agreement, hereby consent to this Agreement.

Attest:

261111 511  
FREESTATE AVIATION, INC.

  
Corporate Secretary

 (Seal)  
Richard T. Kreuzburg, II, President


\_\_\_\_\_  
[Print name]

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
Edward B. Lattner  
Associate County Attorney

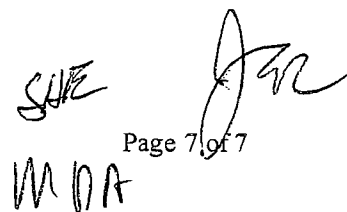
Approved as to form and legality:

\_\_\_\_\_  
Robert L. Brownell, Esquire  
Attorney for Montgomery County  
Airpark One Limited Partnership

  
\_\_\_\_\_  
Edward B. Lattner  
Associate County Attorney

ATTENTION LAND RECORDS CLERK:  
after recordation, please return to:  
Edward B. Lattner  
Montgomery County Attorney's Office  
101 Monroe Street  
Third Floor  
Rockville, Maryland 20850-2540

I:\KQ\LATTNE\mcra=o=airpark=fbo agreement exhibit b v3.doc

  
MBA

Attest:

FREESTATE AVIATION, INC.


\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Richard T. Kreuzburg, II, President (Seal)

\_\_\_\_\_  
[Print name]

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Approved as to form and legality:

  
\_\_\_\_\_  
Robert L. Brownell, Esquire  
Attorney for Montgomery County  
Airpark One Limited Partnership  
'UC

\_\_\_\_\_  
Edward B. Lattner  
Associate County Attorney

ATTENTION LAND RECORDS CLERK:

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Edward B. Lattner

Montgomery County Attorney's Office

101 Monroe Street

Third Floor

Rockville, Maryland 20850-2540

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EXHIBIT C  
COMMON AREAS

*MCA* *SE* *OR*



## EXHIBIT D

## GAI ROSTER DATA SHEET



Maryland Department  
of Transportation



Flight or Cruise

MONTGOMERY COUNTY REVENUE AUTHORITY

# GAI ROSTER DATA SHEET

## AIRCRAFT OWNER/OPERATOR CONTACT INFORMATION (REQUIRED)

Name of Owner or Operator		
Residing Address		
City	State	Zip Code
Home Phone	Cell Phone	
Office Phone	Fax Phone	

## AIRCRAFT AND STORAGE INFORMATION (REQUIRED)

Year	Make/Type	Color
Serial No.	Where This Aircraft is Stored	
Storage Address	Storage City	Storage State

## AIRCRAFT INSURANCE INFORMATION (REQUIRED)

Insurance Co.	Company
Policy Number	Policy Expiration Date

Date Submitted: \_\_\_\_\_ Submitted By: \_\_\_\_\_


Airports User Information

All Airport Users must file a "Report of Aircraft Activity" with the Airport Authority.

SUE  
MDA



**EXHIBIT E**  
**FUEL SALES ACTIVITY REPORT**

SUB  
MDR 

Ex E - Master Lease

Ex C - Tie-down Lease

**MONTGOMERY COUNTY REVENUE**

**101 Monroe Street, #401**

**Rockville, MD 20850**

June, 2003

**FUEL CONCESSION**

Fuel Concession	34842.40	
Actual Internal Use	3817.70	
	<u>38660.10</u>	
x	0.04	
Due.....		<u><u>\$1,546.40</u></u>

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**Montgomery Aviation, Ltd.**  
**Sales Activity Report**  
For The Period: 7/ 1/2003 Through: 7/31/2003

Page: 1.

Report Includes: 1541 Invoices, 68 Shop Orders, 39 Miscellaneous Records, 0 Quotes

**Fuel Breakdown**

Type	Gallons Sold	Sales Value	Tax Liabilities Incurred	Customer Tax Amounts
JETAW/PRST	14,624.80	33,929.54	4,665.29	4,665.29
LL100	20,217.60	53,374.39	5,944.11	5,944.11
<b>Fuel Totals:</b>	<b>34,842.40</b>	<b>87,303.93</b>	<b>10,609.40</b>	<b>10,609.40</b>

Note: Customer Fuel Taxes are not included in the fuel Sales Value amounts.

**Oil Breakdown**

Type	Quantity	Value
15W50 AERO	79.00	355.50
W100 AERO	14.00	35.70
M100 AERO	1.00	2.55
TURBO 2380	2.00	19.96
<b>Oil Totals:</b>	<b>96.00</b>	<b>413.71</b>

**Sales Summary**

Fuel Sales:	34,842.40 Gallons of	2 Different Fuels	87,303.93
Fuel Taxes (C):			10,609.40
Oil Sales:	96.00 Quarts of	4 Different Oils	413.71
Parts Sales:	1,720.25 Units of	331 Different Parts	15,203.31
Income Services:	-1,178.90 Units		26,506.01
Interest Charged:	39.00 Units		4,165.58
Total Rentals:	505.02 Units		41,683.60
Total Instruction:	597.94 Units		25,435.60
Shop Order-Flat Fees:			-515.26
Shop Order-Hourly Labor:			18,854.14
<b>Sales Total:</b>			<b>229,660.02</b>

**Other Charges**

Sales Tax:	2,823.03	
Non-Income Services:	25.00 Units	-10,136.19

**Payments Received**

<b>Total Collections:</b>	<b>197,892.80</b>
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*SJE*  
*WMA*  
*Jan*

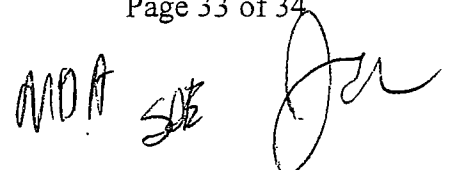
## Montgomery Aviation Fuel Log

Date	Total Metered	100LL		Internal Use	Variance	JET-A		
		External Sales				Total Metered	External Sales	Variance
7/1/2003	698	555.6		124.4	18	222	0	222
7/2/2003	362	544		0	-182	260	260	0
7/3/2003	449	102.7		6.2	340.1	256	478	-222
7/4/2003	1036	992.1		95.1	-51.2	60	60	0
7/5/2003	730	570.9		179.2	-20.1	100	100	0
7/6/2003	739	581.5		246.1	-88.6	0	22	-22
7/7/2003	699	589		127.6	-17.6	1045	1020	25
7/8/2003	819	488.8		83.6	246.6	1251	700	551
7/9/2003	657	896.7		27.9	-267.6	704	1254	-550
7/10/2003	150	175.4		29	-54.4	200	200	0
7/11/2003	730	502.2		144.6	83.2	944	941	3
7/12/2003	1303	790		252.6	260.4	0	0	0
7/13/2003	1334	1367.2		181.7	-214.9	601	601	0
7/14/2003	711	727.4		143.9	-160.3	1225	1213	12
7/15/2003	669	543.3		72.4	53.3	474	484	-10
7/16/2003	830	511.7		238	80.3	70	70	0
7/17/2003	1262	961.4		104.8	195.8	675	515	160
7/18/2003	906	1019		170.3	-283.3	1017	1109	-92
7/19/2003	1042	707.6		180.8	153.6	351	0	351
7/20/2003	1226	1087.9		168	-29.9	142	492	-350
7/21/2003	581	504.6		93.4	-17	50	50	0
7/22/2003	424	461.1		32.3	-69.4	119	133.8	-14.8
7/23/2003	310	236.5		27.2	46.3	254	254	0
7/24/2003	1012	859.5		151.6	0.9	1231	1191	40
7/25/2003	853	510		220.8	122.2	408	387	21
7/26/2003	1140	958.4		228.5	-46.9	473	235	238
7/27/2003	982	666.1		165.4	150.5	414	456	-42
7/28/2003	458	861.6		35.7	-439.3	243	243	0
7/29/2003	784	508.8		80.6	194.6	1549	1451	98
7/30/2003	773	716.6		112.2	-55.8	286	235	51
7/31/2003	322	219.3		93.8	8.9	320	470	-150
TOTAL	23991	20216.9		3817.7	-43.6	14944	14624.8	319.2

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MDA 

**EXHIBIT F****LIST OF ALL EXISTING ASSIGNMENTS, LICENSES, AND SUBLEASES,  
IDENTIFYING ALL PARTIES, THEIR OWNERSHIP, AND THEIR RELATIONSHIP  
TO TENANT**

1. April 2, 1992, Lease between Freestate Aviation Associates (landlord) and Montgomery Aviation, LTD (tenant).
2. January 1998 Lease Extension Agreement among Freestate Aviation, Inc. (landlord), John Mason (original tenant), and Mason Investments, Inc. (tenant).
3. June 1, 1995, Lease between Freestate Aviation, Inc. (landlord) and Kerop and Emman Hadadian (tenant).
4. March 1993 Lease between Freestate Aviation, Inc. (landlord) and Congressional Air, LTD (tenant).
5. March 1993 Lease between Freestate Aviation, Inc. (landlord) and Aerotronic Service, Inc. (tenant).

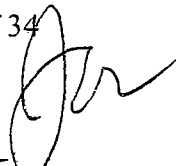
Handwritten signatures and initials, including "MDA", "SDE", and a large signature.

**EXHIBIT G****LETTER FROM TENANT TO MARYLAND AVIATION ADMINISTRATION  
SUPPORTING TRANSFER OF LICENSE/REGISTRATION FROM TENANT TO  
LANDLORD AND/OR SUPPORTING LANDLORD'S APPLICATION FOR  
LICENSE/REGISTRATION**

Freestate Aviation is withdrawing as manager of GAI, in accordance with the enclosed Amended Lease and Fixed-Base Operator's Agreement. Please transfer the operating license to the Montgomery County Revenue Authority, the new airport manager.

I:\KQ\LATTNE\mcra=o=airpark=fbo agreement 18.doc

SUE  
MDA





OFFICE OF THE COUNTY ATTORNEY

Douglas M. Duncan  
*County Executive*

Charles W. Thompson, Jr.  
*County Attorney*

3/1/04

Molly Q. Ruhl, Clerk  
Circuit Court for Montgomery County, Maryland  
Courthouse  
Rockville, Maryland 20850

Dear Ms. Ruhl:

Please record the attached document on behalf of Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Sincerely,

CHARLES W. THOMPSON, JR.  
COUNTY ATTORNEY

Edward B. Lattner  
Assistant County Attorney

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