



NORFOLK AIRPORT AUTHORITY
REQUEST FOR PROPOSALS

**General Aviation Development –
Corporate Operational Base**

RFP-FY26-CCO-03

June 1, 2026

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
REQUEST FOR PROPOSALS FOR
GENERAL AVIATION DEVELOPMENT –
CORPORATE OPERATIONAL BASE**

I. REQUEST FOR PROPOSALS (“RFP”) FY26-CCO-03

A. Introduction

The Norfolk Airport Authority (“Authority”) seeks proposals from interested and qualified companies (“respondents”) to provide a ten (10) acre general aviation development that establishes a corporate operational base located at the Norfolk International Airport (“Airport” or “ORF”). It is anticipated that the corporate operational base will commence construction within one (1) year of award.

The Authority believes that a commitment of a corporate operational base will provide more benefit to the Airport, as well as the Cities of Norfolk and Virginia Beach through the construction of a large, consolidated development creating high-quality jobs, economic opportunity, and meaningful contributions, rather than intermittent building and Airport leasing of additional corporate hangars.

The Authority seeks proposals from qualified respondents to offer a master plan of the site that may be constructed in one or more phases. Pursuant to the current airport layout plan (“ALP”), this RFP should complete all near-term anticipated third-party general aviation development in the southeast quadrant of the Airport.

The Authority reserves the right to negotiate with the successful respondent any final design changes, phasing of construction, and other terms and conditions that are deemed to be in the best interest of the Authority.

II. RFP SCHEDULE

Issuance of the RFP	June 1, 2026
Submission of Questions	June 5, 2026, 2:00pm ET
Responses by Authority	June 10, 2026, 2:00pm ET
Proposals Due	June 24, 2026, 2:00pm ET
Proposal Evaluation Completion	June 30, 2026
Notice of Intent to Award	July 1, 2026

*The Authority reserves the right to modify each date above at its sole discretion.

III. **AUTHORITY BACKGROUND INFORMATION**

A. Governance

The Airport is owned and operated by the Authority, which is a political subdivision of the Commonwealth of Virginia. The Authority is governed by a Board of Commissioners consisting of nine (9) members appointed by the Norfolk City Council for four-year terms, and a President & Chief Executive Officer overseeing day-to-day operations.

B. Airport Commercial Air Service

The Airport is the commercial service airport servicing the communities of Hampton Roads, Coastal Virginia, and the Outer Banks of North Carolina. ORF is one of the largest, small-hub classified airports in the U.S. and served nearly five (5) million passengers in 2025. Airlines serving ORF include American, Breeze, Delta, Frontier, JetBlue, Southwest, and United, together offering forty-five (45) non-stop destinations including international service to Mexico.

C. Fixed Base Operation

The Airport has a lease and operating agreement with Signature Flight Support that serves as a fixed base operator, supporting general aviation activities including dispensing fuel to commercial and general aviation aircraft, marshalling and parking of aircraft, aircraft maintenance, and aircraft storage. Signature executed a twenty (20) year lease commencing in 2024 and is developing community hangars in the Airport's southeast quadrant adjacent to the general aviation development site included in this RFP.

D. Airport Development

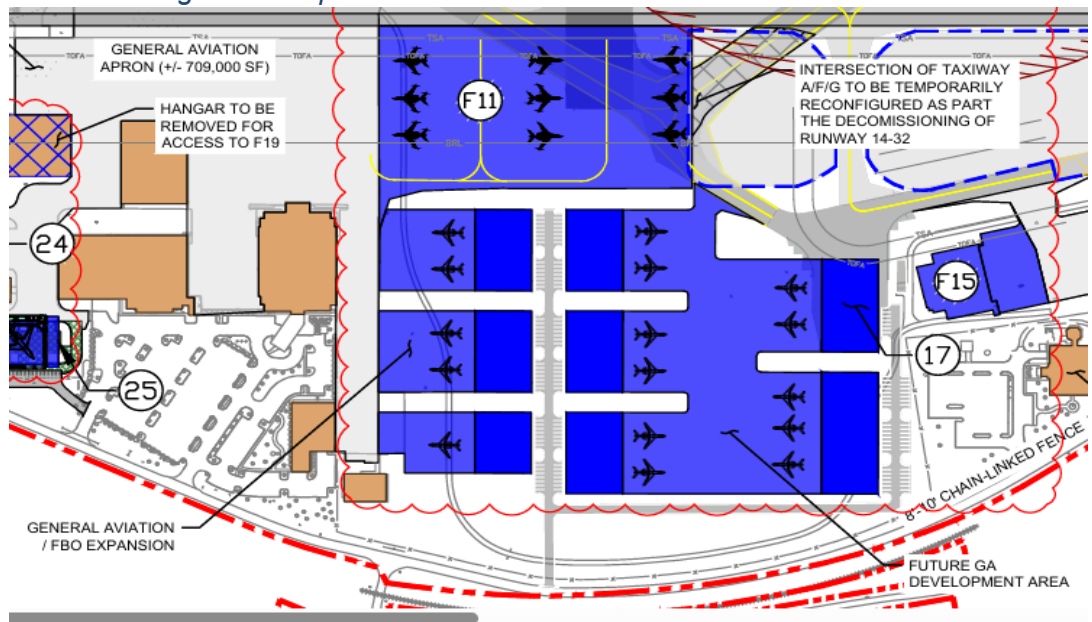
The Airport is undertaking its largest modernization program since the Departures Terminal construction in 1974. The 'Transform' program includes phased projects that will enhance the passenger experience and increase operational efficiencies for the airlines, tenants and the Authority. The projects include the building of a new Federal Inspection Service facility (completed), Concourse A expansion (completed), new concessions (in process), and a new Consolidated Rental Car facility (design completed), Runway 5/23 rehabilitation resurfacing (completed), as well as other projects. Further, crosswind runway 14/32 was decommissioned in 2025 to make room for additional development at both ends of the former runway, including the general aviation development site included in this RFP.

E. General Aviation Development

At the 32-approach end of the decommissioned runway 14/32, the Airport ALP shows

general aviation development opportunities for hangar expansion. After accounting for Signature’s FBO leased premises south of the development, a future taxiway (and potential future runway) to the west, and likely industrial and/or cargo development to the north, this general aviation hangar area has been divided into three distinct uses. First, the area adjacent to the future taxiway on the west end would be a new general aviation apron anticipated to be constructed by the Authority at a future date. Second, the parcels on the south end have been leased by Signature for community hangar development. Third, the final parcels on the north end would be available for individual corporate hangars or as presented for this opportunity, a corporate operational base utilizing all the remaining parcels of the GA development area in the Airport’s southeast quadrant.

ALP GA Hangar Development Area:



IV. OPPORTUNITY

A. Parcel

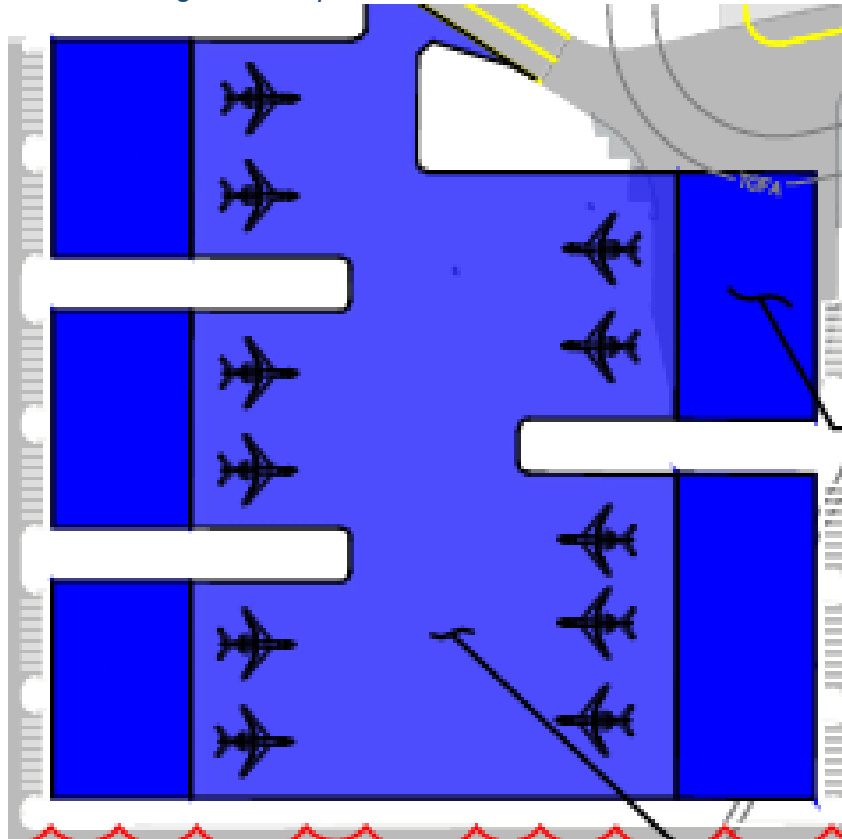
The Authority is requesting proposals from respondents who seek to develop and operate the ten (10) acre parcel (**Exhibit A**) with facilities including, but not limited to, a terminal building of approximately 10,000 square feet and at least two hangars with one of approximately 15,000 square feet and another of approximately 40,000 square feet. The terminal building would offer passenger-related services for check-in and accommodation of the operational base. The smaller hangar would offer aircraft storage and maintenance services for the operation base aircraft. The larger hangar would also offer aircraft storage and office support space.

These facilities are intended initially as non-commercial aeronautical activities; however, the successful respondent may, with the Authority’s prior approval, elect to use the facilities as “dual use” to provide commercial aeronautical activities as a

specialized aviation service operator (SASO) and/or a fixed base operator (FBO). However, if a respondent seeks to offer commercial aeronautical activities and become a SASO or FBO, the Airport's minimum standards will apply in all respects. These minimum standards address commercial aeronautical services requirements, including but not limited to sufficient facilities' sizes, equipment to be procured and utilized, and training standards to be certified. In the event the successful respondent seeks to pursue a dual use designation, an amendment to the Lease Agreement required by this RFP will be necessary to address rents, fees and charges and other terms and conditions that may be applicable to a SASO and/or FBO.

While represented in the ALP as several corporate hangars, this ten (10) acre parcel is offered as a consolidated area and Authority seeks a master plan of this parcel to house a corporate operation base.

ALP GA Hangar Development Area – North End



B. Due Diligence

The parcel will be leased to the respondent "as is, where is". Other than what is stated below, Authority is not anticipating performing any other due diligence.

As part of the environmental assessment (EA) for the runway 14/32 closure and associated projects in 2025, the future development of general aviation hangars was contemplated, including the parcel opportunity as part of the RFP. The EA received a finding of no significant impact. The ALP was developed to represent the potential layout of parcels and leasable space in accordance with the program concepts understood as part of the EA process.

The Airport has water, sanitary, and electrical infrastructure in the airfield near the parcel to which respondent may connect for its utilities' needs. Should respondent require new or improved utilities, or should respondent's utility needs exceed the available capacity offered by the Authority, respondent would be responsible at its expense to provide.

If requested by respondent, the Authority will be responsible to remove the ground runup enclosure (GRE) barrier on behalf of respondent, but the GRE ramp will remain unless removed by respondent as a part of respondent's buildout of the corporate operational base.

It is anticipated that the respondent will be responsible for any of the following due diligence and infrastructure improvements that respondent deems necessary to develop the site:

1. Site survey
2. Geotechnical survey
3. Environmental phase 1 and/or phase 2
4. Taxiway connector
5. Taxilane development
6. Ramp/Apron development
7. Utilities and infrastructure to (and on) the parcel
8. Access/Service Road development
9. Any other due diligence and infrastructure projects not mentioned here or agreed to by Authority

C. Quality

All designs will require approval by the Authority and must adhere to Airport design standards, as provided by Authority to respondents. The terminal and hangars must be modern, high-end construction and designed by an aviation-focused architectural firm. The terminal, if dual use, would include reception, planning area, lounge area, offices and conference room(s) as well as quality complimentary snacks and drinks. The hangars would include offices and shop space, bright epoxy flooring, LED lighting, and environmental controls.

D. Timeline

Upon award by Authority, respondent will execute the lease ("Lease" or "Agreement")

within ten (10) days.¹ Failure to execute the Lease within this period may result in a revocation of the award by the Authority in its sole discretion.

Respondent will have ninety (90) days from execution of the Lease to perform its due diligence obligations, followed by one hundred twenty (120) days for design, and three hundred (300) days for construction. These timelines may be revised due to any delays in Authority reviews, permitting, or upon approval of Authority, each at the sole discretion of the Authority.

V. LEASE AGREEMENT – KEY PROVISIONS

A. Lease Term

The term of the Agreement will be for a period of twenty-five (25) years commencing on the full execution of the Agreement. One (1) extension term is available for a five (5) year period. If construction does not commence within one (1) year of lease execution, the Authority may terminate the agreement without further cause, in its sole discretion.

B. Premises

The premises will include approximately ten (10) acres of contiguous land provided as is, where is, in the north end of the Airport's southeast quadrant for general aviation development established as part of the runway 14/32 closure.

C. Minimum Standards

Respondent has a permitted use for a non-commercial corporate operational base. At respondent's election, and with the Authority's prior consent, the facilities may become dual use, and respondent may be permitted to establish a SASO and/or FBO; however, such commercial aeronautical activities will be subject to the Airport's minimum standards for General Aviation, as may be updated by the Authority from time to time. Those minimum standards include required services to be offered and require facility sizes for providing those services, as well as providing suitable quality and size of equipment and established training for employees or contractors. Failure to meet these standards may result in the termination of respondent's right to provide certain commercial third-party services, or other penalties outlined in the Minimum Standards.

D. Rents and Fees

1. Ground Rent. Respondent will be required to remit ground rental payments to the Authority beginning at Agreement commencement. Rental payments will be equivalent to the parcel total square footage (approximately 10 acres or 435,600 square feet) multiplied by the annual aeronautical development lands rate (currently \$0.404) per square foot. The initial ground rent would be \$175,982.40 paid in equal

¹ All references to "days" in this RFP shall mean calendar days.

monthly installments of \$14,665.20. There would be no waiver of ground rent prior to date of beneficial occupancy as the land would be leased and no longer available to another party for development. This rent amount is subject to annual increases based upon U.S. Department of Labor consumer price index for all urban consumers (CPI-U) and updated appraisals no more frequently than every four (4) years.

2. Impositions. Respondent will be responsible for and required to remit in a timely manner any government charges including, but not limited to real property assessments, property taxes, utility charges, special benefit assessments, licenses, permits, fees, fines or penalties.

3. Dual-Use Related Fees. In the event respondent elects to become a commercial operator, and meets all applicable Authority requirements for doing so, respondent would be subject to additional fees, such as collection and remittance of landing fees, fuel flowage fees, gross receipts fees, and other fees applicable to a SASO and/or FBO at the Airport. Further, if respondent seeks to provide FBO services to non-tenant aircraft, the Authority will establish with respondent a minimum annual guarantee ("MAG") that will be due to Authority annually in equal monthly installments that Authority will estimate based upon a projection of anticipated FBO related fees for the upcoming year and then reset that number annually at ninety percent (90%) of that initial upcoming year for each subsequent year. Respondent agrees to execute any future lease amendments that may be necessary to effectuate these terms and conditions.

VI. PROPOSAL REQUIREMENTS

A. RFP Response

To be considered responsive to the RFP, respondents must submit a complete proposal including all information as required in this RFP no later than Wednesday, June 26, 2026, by 2pm ET. Proper submittal by the required due date and time would be to Dropbox the proposal to the address below and to email the contacts below confirming the submittal. Failure to submit all the information required will result in any proposal being received after the date and time considered non-responsive and will not be considered further.

Mr. Steven Djunaedi
Chief Commercial Officer
Norfolk Airport Authority
Norfolk International Airport
2200 Norview Ave
Norfolk, VA 23518
Email: sdjunaedi@norfolkairport.com
AND to:
Procurement
Email: procurement@norfolkairport.com

Dropbox: <https://www.dropbox.com/request/veigzymbd2xb4890u15lb>

B. Cone of Silence

From the time the RFP is issued on June 1, 2026, until an award notice is sent on July 1, 2026, no communications may be conducted with any Authority employee, Board member, or anyone associated with the RFP except for the submission of questions due June 5, 2026. Answers to any submitted questions will be transmitted to the requester and posted in an addendum as part of the RFP process.

C. Required Proposal Content

1. Respondent's Proposal Submission Form (**Exhibit B**) completed.
2. All proposals should include a cover letter (maximum of two pages) that explains the interest and qualifications of the respondent as well as respondent's overview of its proposed corporate operational base.
3. Acknowledgement of any posted addenda reviewed.
4. Disclosure of any conflicts of interest.
5. Description of a due diligence plan and timeline, including specifying what activities will occur as part of respondent's due diligence. Include any requests that respondent may make of Authority during the due diligence period.
6. Submit an ultimate buildout (master plan) for the corporate operational base parcel. The plan description must include any potential development phasing, and if there are any metrics, impediments, or triggers that would impact the full implementation of any future phases.
7. Provide a pro forma of capital improvement investments to be made in the development of the corporate operational base, and anticipated revenues and expenses associated with the operation of the facilities, in a single use facility (and a dual use facility, if known or applicable) projection.
8. Evidence of respondent's financial ability to fund the development of the ultimate buildout in a timely manner.
9. Note exceptions, if any, to the sample Agreement provided as part of the RFP.
10. List at least one (1) reference regarding respondent's ability to develop a corporate operational base at the Airport. Provide contact name, phone number, and email address, and explain the reason for and the role of the reference provided.

VII. EVALUATION CRITERIA

The Authority will create an evaluation criteria review committee to review proposals from respondents and will utilize the criteria below in their evaluation:

Criteria	Points
Interest and qualifications to develop a corporate operational base at ORF	50
Capital investment, Ultimate buildout plan and Phasing, Pro-forma	30
Proposed schedule	10
Compliance with the RFP requirements.	10
Total	100

VIII. DISCLOSURES

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority and will be subject to public inspection and disclosure in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a respondent shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the respondent invoke the protections of § 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected under the Act and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal. Additionally, the respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document, line item, investment, products, prices, and/or total proposal prices or pro formas as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the respondent refuses to withdraw an entire classification designation, the proposal will be rejected and considered non-responsive.

Proposals cannot be altered or amended after the submittal deadline. No proposal submitted in response to this solicitation may be withdrawn after submittal deadline without acceptable reason in writing and only after approval by the Authority, which approval shall be at its sole discretion.

It is the responsibility of each respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP shall be submitted as directed in the schedule for questions above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.

If it becomes necessary to revise any part of this RFP, or if additional data or information is necessary to clarify any provision, an addendum will be posted to the

Airport website.

Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and shall not be chargeable to the Authority.

IX. RFP EXHIBITS

Exhibit A	Parcel
Exhibit B	Respondent Proposal Submission Form
Exhibit C	FAA Required Agreement Provisions – Non-AIP Agreement
Exhibit D	Sample Agreement

EXHIBIT A

PARCEL

For Illustration Purposes Only

Labeled as Future GA Development Areas – Approximately 10 acres total



North end of southeast quadrant GA Development

EXHIBIT B

RESPONDENT PROPOSAL SUBMISSION FORM

To: Norfolk Airport Authority:

The undersigned hereby offers to enter into an Agreement with the Norfolk Airport Authority to develop a corporate operational base at the Norfolk International Airport in connection with the Authority's Request for Proposals dated June 1, 2026.

Respondent's Proposal describes the program and its interest and qualifications to proceed.

- A. Full legal name of Respondent: _____
- B. Authorized to do business in the Commonwealth of Virginia: _____ (Y/N)
- C. Name(s) and title(s) of individuals authorized to submit this proposal, make representations, and to execute an Agreement on behalf of respondent with regard to this Proposal:
- Name: _____ Name: _____
- Title: _____ Title: _____
- D. Principal business address of respondent:
- Street Address / Suite: _____
- City/State/Zip Code: _____
- E. This Proposal is irrevocable for a period thirty (30) days from the due date.
- F. Respondent hereby verifies every representation required by the RFP.
- G. Respondent agrees that none of the information provided to the Authority within the Proposal has been given in confidence. Any part of the information may be used or disclosed by or on behalf of the Authority without liability of any kind.
- H. Respondent hereby certifies that no officer, director, employee, or agent of respondent who will be directly involved in the project submitted in the Proposal has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable regulations. Respondent further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Proposal on the property of the Authority unless the respondent has obtained the express prior written approval of the Authority for that individual.

I. Respondent certifies that it has full authority to conduct business in the Commonwealth of Virginia and has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for respondent to deliver the project, and that respondent has obtained or will be able to obtain any required permits, licenses, and certificates.

J. Any notices to be provided by Authority to respondent pursuant to this Proposal or the RFP will be given to the following individual:

Name: _____

Title: _____

Phone: _____

Email: _____

AUTHORIZED SIGNATURE OF RESPONDENT

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT C

FAA REQUIRED CONTRACT PROVISIONS – NON-AIP CONTRACTS (Effective 3/17/2026*)

1. Civil Rights- General

- A. In all its activities within the scope of the Agreement, the respondent agrees to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person will, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. This provision obligates the respondent from the bid/proposal solicitation period through the completion of the project or completion of the services under the Agreement. If the respondent transfers its obligations under the Agreement to another, the transferee is obligated in the same manner as the respondent.

2. Title VI Solicitation Notice

The Norfolk Airport Authority (“Authority”), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this procurement will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin, creed, sex, age, or disability in consideration for an award.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Respondent, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal

Financial Assistance);

- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

4. Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the respondent, for itself, its assignees, and successors in interest (hereinafter referred to as the “respondent”), agrees as follows:

- A. **Compliance with Regulations.** The respondent (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination.** The respondent, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and Agreements of equipment. The respondent will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Respondent for work to be performed under a subcontract, including procurements of materials, or Agreements of equipment, each potential subcontractor or supplier will be notified by the Respondent of the vendor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports.** The Respondent will provide all information and reports

required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Respondent will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. ***Sanctions for Noncompliance.*** In the event of a Respondent's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Respondent under the Agreement until the respondent complies; or (ii) cancelling, terminating, or suspending the Agreement, in whole or in part.
- F. ***Incorporation of Provisions.*** The Respondent will include the provisions of Sections 4(A)-(E) above in every subcontract, including procurements of materials or equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The respondent will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the respondent becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the respondent may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the respondent may request the United States to enter into the litigation to protect the interests of the United States.

5. Federal Fair Labor Standards Act.

All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (the "FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The respondent has full responsibility to monitor compliance to the referenced statute or regulation. The respondent must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

*These provisions are subject to updates or changes by FAA from time to time.

EXHIBIT D

SAMPLE AGREEMENT

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective as of July ____, 2026 (the "Effective Date"), between the Norfolk Airport Authority, a political subdivision of the Commonwealth of Virginia ("Landlord"), and _____, a _____, a [insert type of entity, place of incorporation & principal office address] ("Tenant").

BACKGROUND

A. Landlord owns and operates the Norfolk International Airport located in Norfolk, Virginia (which airport, together with all of the additions, improvements and changes thereto, being referred to collectively as, the "Airport").

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, approximately *ten (10) acres [435,600 square feet]* of land comprising a portion of the Airport (the "Premises"), for the construction and use of a corporate operational base (the "Base"), including related and ancillary improvements. The "Premises" are more particularly described legally on Exhibit A and shown as "Lease Limits" on Exhibit B (the "Site Plan") attached hereto and made a part hereof.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Landlord and Tenant agree as set forth below.

AGREEMENT

SECTION 1. PREMISES

1.1. Premises.

1.1.1. In consideration of the mutual agreements, Landlord leases and rents to Tenant and Tenant leases and rents from Landlord, the Premises together with any buildings, structures or other improvements currently existing or to be constructed thereon, and rights of ingress and egress across the common areas of the Airport. Such improvements are referred to collectively as, the "Tenant Improvements." The Premises and the Tenant Improvements are hereinafter collectively referred to as, the "Property." It is understood and confirmed by both Landlord and Tenant that the Tenant Improvements shall be owned by and are the property of Tenant during the Term (defined below), subject to the terms and conditions of this Lease.

1.1.2. Tenant shall also have the non-exclusive right to use, jointly and concurrently with others, for the operation of aircraft in Tenant's business, the Airport's airfield facilities, as the same may be relocated and changed from time to time, including runways and

taxiways and all other facilities maintained by Landlord for the common use of the tenants and other users of the Airport, including, without limitation, the Offsite Improvements (defined below) and all accessways into the Airport.

SECTION 2. TENANT WORK

2.1. Tenant's Site Work.

2.1.1. During the Term, Tenant, at its sole cost and expense, shall have the right to conduct due diligence of the Premises. Tenant acknowledges that Landlord is providing the Premises to Tenant as is, where is. Any due diligence conducted by Tenant is at Tenant's discretion. Tenant may conduct a site survey, geotechnical survey, environmental phase 1 and/or phase 2, and, if requested by Tenant and approved by Landlord in writing, any other due diligence on the Premises. Such due diligence, if any, will be completed within ninety (90) days from the Effective Date.

2.1.2. Tenant shall have the right to construct the Tenant Improvements. In addition, in connection with its construction of the Tenant Improvements, Tenant shall construct certain improvements on portions of the Airport property contiguous or otherwise related to the Premises (collectively hereinafter referred to as, the "Offsite Improvements," and together with the Tenant Improvements, the "Improvements"). The proposed Offsite Improvements shall include [*taxiway connector, taxilane development, etc.*] and such additional infrastructure as may be necessary or as Landlord and Tenant may mutually determine are desirable to serve the Property and the Improvements contemplated by the Design Requirements (defined below), including stormwater systems and utilities. The Improvements are more particularly described in Exhibit C (the "Scope of Work"). Construction of the Tenant Improvements and the Offsite Improvements shall be in substantial conformance with the Site Plan and the Scope of Work, and in accordance with the development design requirements set forth on Exhibit D attached hereto and incorporated herein (the "Design Requirements").

2.1.3. Within one hundred twenty (120) days from completion of Tenant's due diligence period, Tenant shall notify Landlord of its intended start of construction, which start may not be sooner than thirty (30) days thereafter (the "Construction Notice"). The Construction Notice shall contain full plans and specifications for the proposed Improvements, including full site drawings and construction plans (the "Plans and Specifications") and a budget for construction of the Improvements (the "Improvements Budget"). The Plans and Specifications and Improvements Budget must be approved in writing by Landlord, which approval may be granted or withheld in Landlord's sole discretion. Tenant's construction of the Improvements will be completed within three hundred (300) days from Landlord's approval of the Plans and Specifications and Improvements Budget.

2.1.4. Following the construction of the Improvements, Tenant shall not need Landlord's prior written approval for (i) any non-structural routine interior alterations, or (ii) any repairs or maintenance to any of the Tenant Improvements (whether interior or exterior) that do not change the footprint of such Tenant Improvements. Any other alterations, repairs or maintenance with respect to the Tenant Improvements shall require Landlord's written consent, which may be granted or withheld in Landlord's sole discretion.

2.1.5. Landlord hereby grants and conveys to Tenant a non-exclusive, temporary access and construction easement over and across those areas of the Airport as are reasonably necessary for the due diligence, installation, and construction of the Improvements. Such easements shall expire upon Tenant's completion of the Improvements.

2.2. Ownership of Improvements and Offsite Improvements. All of the Tenant Improvements shall be the property of Tenant until expiration or earlier termination of the Term of this Lease. All of the Offsite Improvements shall be the property of Landlord, upon completion of construction of the Offsite Improvements. Tenant's ownership and use of the Improvements shall be subject to the terms and conditions of this Lease. On the expiration or earlier termination of the Term of this Lease, all of the Tenant Improvements shall revert to and become the property of Landlord, and Tenant agrees to execute and deliver to Landlord documentation, if and as may be reasonably necessary to evidence, such transfer to Landlord.

SECTION 3. TERM

3.1. Term. The "Term" of this Lease shall commence on the Effective Date and shall continue for a period of twenty-five (25) years thereafter. As used herein, the term "Lease Year" shall mean each twelve (12) month period commencing on the Effective Date and each annual anniversary thereafter occurring during the Term.

3.2. Early Termination. In the event Landlord has not approved Tenant's Plans and Specifications and Improvements Budget or Tenant has not commenced construction of the Tenant Improvements by the end of the first (1st) Lease Year, Landlord may terminate this Lease upon thirty (30) days' notice to Tenant. If Landlord elects to early terminate this Lease hereunder, Tenant shall not be entitled to recover any damages from Landlord.

3.3. Term Extension. Tenant may request, upon written notice to Landlord provided after the twentieth (20th) Lease Year but no later than one (1) year prior to expiration of the Term, an extension of Term for one (1), five (5) year period subject to Landlord's written consent, which consent will not be unreasonably withheld. Landlord's consent shall require: (A) Tenant is in compliance with the terms and conditions of this Lease for a period of not less than two (2) years prior to Tenant's request for extension, and (B) Tenant provides Landlord a third-party inspection report, no older than sixty (60) days prior to Tenant's request for extension, stating that all Tenant Improvements are in commercially reasonable first-class condition and in safe repair without defects that are structural in nature. A term extension will be considered the new "Term" upon the commencement of the twenty-sixth (26th) Lease Year, if any.

SECTION 4. USES

4.1. Permitted Uses.

4.1.1. Tenant may use the Property for a non-commercial corporate operational base and uses that are incidental thereto including without limitation, parking, storage, operations and maintenance consistent with Federal Aviation Administration standards (the "Permitted Uses"). For the purposes of this Lease, a non-commercial corporate operational base is defined as a non-commercial aeronautical activity conducted by a person, partnership, firm or corporation engaged in the hangaring, maintenance, care and operation of aircraft for its own use, and such

other activities as may be pertinent to such use. This definition specifically excludes the right to conduct commercial aeronautical activities such as maintenance, aircraft parking or storage, or aircraft fueling for a third-party not affiliated with Tenant.

4.1.2. During the Term, if Tenant requests in writing its intention to engage in commercial aeronautical activities for the sale and/or subleasing of products, services, and facilities to aircraft operators not affiliated with Tenant, including activities of an aircraft maintenance operator, an aircraft storage operator, or any other specialized aviation service operator (SASO), Tenant is granted a permitted use to conduct such commercial aeronautical activities so long as: (A) Tenant is in compliance with the Airport's general aviation minimum standards ("Minimum Standards"), special rules, regulations, notices, directives and restrictions ("Rules and Regulations"), and applicable governmental regulations ("Regulatory Measures"), each of which is available to Tenant upon request and may be updated by Landlord at its sole discretion from time to time, in order to conduct such commercial aeronautical activities, and (B) Tenant agrees to a written amendment to this Lease setting forth updated terms and conditions, including but not limited to, rents, fees, and charges applicable to the commercial aeronautical activities.

4.1.3. During the Term, if Tenant requests in writing its intention to engage in commercial aeronautical activities for the sale and/or subleasing of products, services, and facilities to aircraft operators not affiliated with Tenant, including the following activities at the Airport: aviation fuels and lubricants; passenger, crew, and aircraft ground services, support and amenities; aircraft maintenance; aircraft parking, tiedown, hangar, office and shop; and/or aircraft storage at the Premises that are activities associated with a fixed base operator, then Tenant must: (A) be in compliance with the Minimum Standards, Rules and Regulations, and Regulatory Measures, in order to conduct such commercial aeronautical activities, and (B) agree to a written amendment to this Lease setting forth updated terms and conditions, including but not limited to, rents, fees, and charges applicable to the commercial aeronautical activities. The Minimum Standards include services, facilities, equipment and training that must be adhered to throughout the remaining Term in order to operate as a fixed base operator at the Airport.

4.2. Signage. Tenant will not permit to be maintained upon the Premises, or upon any improvements thereon, any signs except those which have prior written approval of the Landlord. Generally, exterior signs on the Tenant Improvements or on the Premises shall be consistent with the signs currently existing for the fixed-base operator at the Airport and other similarly situated hangars at the Airport, and roadside signs on the Tenant Improvements or on the Premises must be consistent with other Airport signage. In addition, Tenant may maintain, on the outside of any Tenant Improvement erected on the Premises, its name and/or the hangar number in neatly painted, electric or neon sign or signs, in each case, subject to the written approval of the Landlord.

4.3. Approaches and Obstructions.

4.3.1. Landlord reserves the right to take any action that it considers necessary or proper to protect the aerial approaches to the Airport against obstructions, together with the right to prevent any operator from erecting any buildings, signs or other structures on the Airport, which in the sole opinion of Landlord would limit the usefulness of the Airport or constitute a hazard to

aircraft, including without limitation, the right to remove or require removal of any hazard or obstruction to aerial approaches or that would otherwise constitute a hazard to aircraft.

4.3.2. Landlord also reserves the right to protect the aerial approaches from interference because of land use or activities which would hinder the safe control of aircraft approaching or departing from the Airport, including without limitation, the right to remove or require removal of any interference or that would otherwise hinder the safe control of aircraft. This would include, for example and without limitation, any glaring lights, excessive concentration of smoke or haze, blocking the sight of air traffic control, and electronic emanations that might deflect, block or aberrate the precise orientation of navigational guidance systems. Absent emergency circumstances, Landlord shall provide reasonable notice to Tenant to remove a potential hazard. If the Tenant fails to act in a prompt manner upon receipt of any such notice from Landlord, Landlord reserves the right to remove the interference.

4.3.3. Tenant shall, at its own expense, install, maintain and operate proper obstruction lights on tops of all buildings and structures used by Tenant, and shall keep the same lighted from sunset to sunrise as required, and during periods of inclement weather conditions.

4.3.4. In the event that any personal property of Tenant shall obstruct the access of Landlord, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical and other systems and this shall interfere with the inspection, maintenance or repair, and if Tenant shall fail to so remove such property within a reasonable time after receipt of written direction from Landlord to do so, Landlord may move it and Tenant hereby agrees to pay the cost of such moving upon demand.

4.4. Right of Flight and Other Reserved Rights. This Lease conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, in addition to access to the Premises and access to and use of the Airport property subject to FAA and Landlord rules and regulations and the other terms and conditions of this Lease, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Landlord, Landlord reserves in the Premises and the portions of the Landlord's property associated with the use of that property, without limitation, a right of flight for the passage of aircraft in the air above the Premises, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including but not limited to, water, minerals, oil, and gas.

4.5. No Unauthorized Use. Tenant shall use the Premises and the Airport only for the Permitted Uses and shall not engage in any unauthorized use of the Premises or the Airport. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Legal Requirements; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Landlord; any use that would interfere with any operation at the Airport or decrease or impair the Airport's effectiveness, as determined by Landlord in its sole discretion; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

SECTION 5. APPROVALS AND PERMITS

5.1. Approvals and Permits. Landlord hereby consents to and authorizes Tenant, on behalf of Landlord, filing for all of such final, un-appealable governmental and quasi-governmental approvals and permits, as well as assurances reasonably acceptable to Tenant with regard to the availability and adequacy of electricity, natural gas, water, sanitary waste water collection and treatment, and stormwater collection and treatment (collectively, the "Approvals"), necessary to obtain building construction permits for the Improvements (subject to Landlord's prior written approval of the Plans and Specifications and the Improvements Budget as required by this Lease). Tenant shall pay all costs and expenses in order to obtain the Approvals (including costs of parties other than Tenant). Except as otherwise expressly provided herein Landlord shall have no obligations relating to such costs and expenses. Tenant is also responsible for obtaining and maintaining in current status at all times while this Lease is in effect all permits and licenses that are required under any Legal Requirements in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Landlord with timely written notice of same.

SECTION 6. RENTS, EXPENSES, AND TAXES

6.1. Ground Rent. The first Lease Year ground rent for the Premises shall be payable to Landlord at the rate of *One Hundred Seventy Five Thousand Nine Hundred Eight Two Dollars and Forty Cents (\$175,982.40) per annum* (the "Ground Rent"). Ground Rent shall be due and payable in twelve (12) equal monthly installments, each due on the first (1st) day of the month beginning on the Effective Date and due on the first day of each month thereafter. The second and all subsequent Lease Years' Ground Rent installment payments shall be due and payable on the first day of each month during each Lease Year throughout the Term. If any period for which Ground Rent is due is less than a full twelve (12) months, Ground Rent for such period shall be prorated on a per diem basis based upon a 365 day year.

6.2. Rent Adjustments. Ground Rent shall increase every Lease Year during the Term based upon the U.S. Department of Labor consumer price index for all urban consumers (CPI-U) from the Ground Rent in effect during the previous Lease Year. Further, Landlord reserves the right to appraise the Premises, no more frequently than every four (4) years during the Term, and to apply that appraised square footage rate to the Premises' Ground Rent beginning the next Lease Year.

6.3. Additional Rent. In addition to the Ground Rent payable hereunder, all other payments required of Tenant hereunder shall constitute "Additional Rent" hereunder and shall be due within thirty (30) days after written notice is delivered by Landlord to Tenant with regard to all other items of Additional Rent.

6.4. Landing Fees. If applicable, Tenant shall remit landing fees to Landlord for all general aviation aircraft arriving at the Airport based upon the then scheduled Landlord rates attributable to each sized aircraft. Landing fees shall be remitted monthly on or before the tenth (10th) day of the month immediately following the month during which the arrivals occurred. At

the time of payment, Tenant shall provide an accounting to Landlord of general aviation aircraft arrivals that qualified and that did not qualify for landing fees payments.

6.5. Expenses. Except as otherwise provided herein, Tenant shall pay all expenses, costs, fees and charges of any nature whatsoever arising in connection with or attributable to the Premises and the Tenant Improvements.

6.6. Utilities. Tenant, at its sole cost and expense, shall cause to be put in its own name and shall promptly pay for all utility and other services furnished to or consumed on the Property, including but not limited to, electricity, natural gas, water, sewer, janitorial, garbage collection, stormwater fees, and all charges related to any of these services.

6.7. Taxes and Impositions. Tenant shall pay, prior to delinquency, all real estate taxes, assessments, levies, impositions, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, that are imposed or levied upon or assessed against the Premises, or any fees charged by or paid to any governmental entity in lieu of any of the foregoing (individually or collectively, "Taxes"). Further, Tenant shall pay before delinquent, and Landlord shall have no liability or responsibility for, all taxes levied or assessed upon, measured by, or arising from: (a) the conduct or operation of Tenant's business; (b) Tenant's leasehold estate, including without limitation, any "leasehold tax" or similar assessment; (c) Tenant's personal property; or (d) the Tenant Improvements. Tenant shall also pay to the appropriate agency all sales and excise taxes levied, imposed or assessed by any applicable taxing authority upon any rentals payable hereunder. Landlord is required to pay the City of Norfolk annually a "payment in lieu of taxes" or "PILOT", to which Tenant will be allocated a proportionate share for the Premises by Landlord to be reimbursed to Landlord by Tenant within thirty (30) days of receipt of Landlord's invoice. Landlord reserves the right to make payment of any Taxes on behalf of Tenant in order to avoid a potential delinquency or lien on the Airport. In such case as Landlord pays Tenant's Taxes due, Tenant shall reimburse Landlord immediately upon receipt of invoice for the past due Taxes, any resulting penalties, charges, or interest, and a service charge due Landlord of Five Hundred Dollars (\$500) per occurrence.

6.8. Payment. Any amount due in connection with this Lease or the use of the Airport, unless otherwise stated herein, shall be due without prior notice or demand, and shall be paid without offset, abatement, or deduction. Landlord shall first apply any sum paid to past due Rent (beginning with the most recent amount due). Landlord may accept any payment (including but not limited to, past due amounts and related charges) without prejudice to Landlord's rights to recover any sum or pursue other remedies provided by this Lease or by law and without waiving any default under this Lease. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Landlord plus a service charge of One Hundred Dollars (\$100) per occurrence. If Landlord pays any amount on behalf of Tenant (including but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Landlord to Tenant and Tenant shall promptly reimburse Landlord upon demand by Landlord. Landlord has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Landlord (whether or not in connection with this Lease). Tenant shall make payments to Landlord at the following address (or such other address as Landlord may designate in writing from time to time):

Norfolk Airport Authority
Attn: Finance Department
Norfolk International Airport
2200 Norview Avenue
Norfolk, VA 23518

6.9. Late Payments. In the event Tenant fails to pay any payment or installment of Ground Rent or other sum due Landlord when due, such delinquent amount shall bear interest at the rate of six percent (6%) per annum until such time as payment in full is made to Landlord.

6.10. Electronic Payments. At Tenant's option, Tenant shall have the right to make payments of Ground Rent and other amounts due under the terms of the Lease by electronic funds transfer into an account specified by Landlord. In the event the Tenant elects to make payments to Landlord by electronic funds transfer, Landlord shall, upon request, provide all necessary information and complete all forms required by Tenant to process and effectuate such electronic payments.

SECTION 7. AS IS CONDITION

Tenant hereby affirms that Tenant agrees to accept the Premises "AS IS, WHERE IS, WITH ALL FAULTS" at its current grade, and in its present condition and without any representation or warranty whatsoever, express or implied or arising by operation of law, by or from Landlord as to the Premises or any portion, aspect, or component thereof, and Landlord expressly disclaims the same. The foregoing disclaimer includes, but is not limited to, survey, financial performance, physical condition, environmental condition (including without limitation, the presence or absence of hazardous substances), suitability for construction or development, zoning, legal compliance, availability of utilities, tax status or consequences, fitness for a particular purpose or use, and compliance with governmental requirements. Tenant's occupancy of the Premises, in whole or in part, shall be deemed acceptance thereof.

SECTION 8. FEDERAL AIRPORT AID

Landlord has applied for and received a grant or grants of money from the Administrator of the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and Landlord may in the future apply for and receive such grants. In connection therewith, Landlord has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, tenants, and permittees thereon. The performance by Tenant of the promises and obligations contained in this Lease is, therefore, a special consideration and inducement to the execution of this Lease by Landlord, and Tenant further agrees that if the Administrator of the FAA or any other federal governmental officer or body having jurisdiction over the enforcement of the obligations of Landlord in connection with the Federal Airport Aid, shall make any orders, recommendations, or suggestions respecting the performance by Tenant of its obligations under this Lease, Tenant will promptly comply therewith at the time or times, when and to the extent that Landlord may direct.

SECTION 9. REPAIR AND MAINTENANCE OF PROPERTY

9.1. Tenant Maintenance. Throughout the Term, Tenant, at its sole cost and expense, shall keep and maintain all of the Property in good repair and condition and shall make all repairs, replacements and renewals, structural or nonstructural and capital or non-capital, to put or maintain the Property, including without limitation, all Tenant Improvements and landscaping located on the Property, in first class condition, normal wear and tear excepted. Such maintenance shall include, but not be limited to, removing all waste, garbage and rubbish, and Tenant agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the Premises or other portion of the Airport and shall provide, at its own expense, such janitor, toilet and cleaning services and supplies and snow removal as may be necessary or required in the operation and maintenance of the Premises. In addition, Tenant, at its sole cost and expense, shall comply with all Legal Requirements (as hereinafter defined) applicable to the Property.

9.2. Landlord Maintenance. Throughout the Term of this Lease, Landlord, at its sole cost and expense, shall keep and maintain the Offsite Improvements necessary for Tenant's use and operation of the Property in good repair and condition and shall make all repairs, replacements and renewals, structural or nonstructural and capital or non-capital, to put or maintain the same in first class condition, normal wear and tear excepted.

9.3. Landlord's Right to Effect Temporary Closures. Tenant acknowledges that, in performing its general maintenance obligations regarding the Airport, and in the exercise of Landlord's police power, Landlord shall have the right to shut down and/or suspend operations over taxiways, runways and roadways on a temporary basis. Landlord shall endeavor to give Tenant reasonable prior notice (considering all of the facts and circumstances) of all such temporary closures and the extent of same, and shall handle all such closure and maintenance on a non-discriminatory basis to all tenants at the Airport who are similarly situated.

SECTION 10. COMPLIANCE WITH LAWS AND AGREEMENTS; HAZARDOUS WASTE

10.1. Compliance with Laws. During the Term of this Lease, Tenant shall comply with and cause the Property to be in compliance with all, whether or not presently contemplated law, rules and regulations (collectively "Legal Requirements") applicable to the Property or the Permitted Uses, including without limitation, all security measures imposed by the United States Transportation Security Administration, or any other governmental entity having jurisdiction over the Premises or the Airport, the Airport rules and regulations, as may be amended from time to time, the Airport Certification Manual, and the Airport Security Program (the "Security Program"), and those governmental requirements set forth herein.

10.2. Hazardous Materials.

10.2.1. Definitions. "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the Commonwealth of Virginia or the United States Government, including, but not limited to, substances defined as "hazardous substances,"

"hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; all corresponding and related Commonwealth of Virginia and local statutes, ordinances and regulations, including without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

10.2.2. Use of Premises by Tenant, Remediation of Contamination Caused by Tenant. Tenant shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. If at any time during the Term any contamination of the Property by Hazardous Materials shall occur where such contamination is caused by the act, commission or omission of Tenant or its sub-tenants on the Improvements or on or about the Premises, or by their respective officers, director, employees, guests, invitees, licensees, agents, and contractors ("Tenant Contamination"), then Tenant, at its sole cost and expense, shall promptly and diligently remove or remediate such Hazardous Materials from the Property as is applicable.

10.2.3. Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, a "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Property; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within ten (10) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials on or under the Property.

10.2.4. Indemnification by Tenant of Landlord. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, its employees, commissioners, agents, attorneys, officers, successors and assigns, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including without limitation, attorneys' fees and costs through litigation and all appeals) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part by any Tenant Contamination. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs required to repair, clean-up, detoxify or decontaminate the Property, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith.

10.2.5. Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section shall survive the expiration or earlier termination of this Lease.

SECTION 11. MECHANICS' LIENS/LEASEHOLD MORTGAGES.

11.1. No Liens. Tenant will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, any part thereof or upon Tenant's leasehold interest, which arises out of the use or occupancy of the Property by Tenant or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Property by Tenant. Subject to Section 11.2 below, if any such lien is filed against the Property, within twenty (20) days after Tenant's notice of the filing thereof, Tenant shall cause such lien or claim to be released or discharged with respect to the Property by payment or bonding. Notwithstanding anything to the contrary set forth in this Lease, in no event shall the interest of Landlord in all or any part of the Property be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the consent of Landlord or by agreement between Tenant and Landlord.

11.2. Leasehold Mortgages. Tenant may from time to time encumber by mortgage, deed of trust, lease, security instrument, fixture filing, financing statement, or other proper instrument ("Security Instrument"), (i) its leasehold and easement interests in the Premises, together with the appurtenant rights granted hereunder, and (ii) the Tenant Improvements, equipment or other property placed by or for Tenant on the Premises, as security for any indebtedness or equity, financial lease or other arrangement entered into for the purpose of financing the acquisition or construction of the Base and all other Tenant Improvements, equipment or other property placed by or for Tenant on the Premises or the operations of Tenant. The execution of any such Security Instrument, or the foreclosure or exercise of any rights under any such Security Instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a Security Instrument to the holder of the indebtedness ("Financing Party"), or the exercising of any right, power, or privilege reserved in any Security Instrument by any such Financing Party shall not be deemed a violation of any of the terms or conditions of this Lease, or an assumption by any such Financing Party of the indebtedness or obligations of Tenant under this Lease.

SECTION 12. INDEMNIFICATION; WAIVER OF CLAIMS; ASSUMPTION OF RISK

12.1. Tenant's General Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, and its officers, agents, commissioners, and employees, from and against any and all liability, losses, fines, demands, damage, penalties, judgments, actions, suits, proceedings, claims, demands, assessments, costs and expenses (collectively, the "Costs"), including without limitation, reasonable legal fees and expenses, brought or resulting from any injuries or death to persons or damage received or sustained by a third party in consequence of, arising out of, or related to: (i) the breach of any of Tenant's obligations or other default by Tenant under this Lease, (ii) the use, occupancy, and operations of Tenant at the Premises, contrary to the terms of the

Lease, (iii) any wrongful, reckless, or negligent acts or omissions of Tenant or Tenant's agents, contractors or employees, or (iv) violation of any other law, ordinance, order or decree related to this Lease, in each case, except with respect to any Costs caused by the gross negligence or intentional misconduct of Landlord.

12.2. Waiver of Claims. Tenant covenants and agrees that the Landlord shall not at any time to any extent whatsoever be liable, responsible, or in any way accountable for, and Tenant hereby waives and releases any claim (including any claim for contractual or implied indemnity) against the Landlord, for any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including attorneys' fees, investigation costs, remediation costs and court costs), of any kind or nature, which (a) at any time after the date of this Lease may be suffered or sustained by Tenant arising out of Tenant's use, occupancy, and operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of Tenant, except to the extent caused by the gross negligence or intentional misconduct of the Landlord.

12.3. Notice of Claims. Without limiting the foregoing indemnity and waiver, each party hereto shall give to the other prompt and timely written notice of any liabilities, losses, suits, actions, claims, judgments, fines or demands of any character, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

12.4. Tenant's Assumption of Risk. Tenant covenants that it voluntarily assumes any and all risk of loss, damage, or injury to the person or property of Tenant which may occur in, on, or about the Airport at any time and in any manner, except such loss, injury, or damage as may be caused by the gross negligence or intentional misconduct of the Landlord.

12.5. Survival. The terms and provisions of this Section shall survive the termination or expiration of this Lease for any accident, injury, death, or damage occurring prior to the termination or expiration of this Lease.

SECTION 13. INSURANCE REQUIREMENTS

13.1. Commercial General Liability Insurance. Tenant, at its sole cost and expense, shall maintain commercial general liability insurance against liability occasioned by any accident, injury (including death) or damage suffered or occurring on or about the Premises or any appurtenance thereto. The liability policy shall be for the minimum of Two Million Dollars (\$2,000,000) combined single limit coverage for property damage and bodily injury to any one person and general aggregate limits of Ten Million Dollars (\$10,000,000) per accident (which insurance can be satisfied by an umbrella policy maintained by Tenant), and shall list Landlord as an additional insured. These amounts may be increased by Landlord from time to time, at its own discretion, during the Term.

13.2. Property Insurance. Tenant, at its sole cost and expense, shall keep special form property insurance and all other coverage necessary to insure against losses to all Tenant Improvements located on the Premises caused by damage or destruction by flood, fire, windstorm, vandalism, malicious mischief and other risks typically insured in an amount equal to at least one hundred percent (100%) of the replacement cost of the Tenant Improvements.

13.3. Worker's Compensation. Tenant, at its sole cost and expense, shall maintain worker's compensation insurance in such amounts and in such forms as are required by Virginia law and/or local ordinance.

13.4. Additional Insurance Coverage. In the event Tenant operates any commercial aeronautical activities at the Airport that under the Airport Minimum Standards require additional policy limits or provisions or require new insurance coverage not otherwise contained herein, Tenant shall acquire and maintain such insurance coverage to comply with those requirements and Tenant shall provide certificates of insurance evidencing the insurance to Landlord.

13.5. Requirements. All insurance maintained by Tenant pursuant to this Section shall provide that (i) no cancellation, material change or reduction thereof shall be effective until at least thirty (30) days after written notice thereof is given to Landlord (except in the event of nonpayment, in which event the notice period shall be a minimum of ten (10) days), (ii) the rights of the insured(s) to receive and collect the proceeds thereof shall not be diminished because of any additional insurance carried by Landlord on its own account, (iii) all losses shall be payable notwithstanding any act or negligence of Landlord or Tenant which might, absent such agreement, result in a forfeiture of all or part of such insurance payment; and (iv) be written with insurance companies authorized to do business in the Commonwealth of Virginia and having a general policy holder rating of A- or better and financial rating of VIII or better in "Best's Insurance Guide". The liability policy required hereunder shall be endorsed to name Landlord as an additional insured. If Tenant fails to carry any insurance required to be maintained by Tenant hereunder after ten (10) days written notice from Landlord of such failure, Landlord may obtain such insurance and the cost incurred by Landlord in obtaining such insurance shall be deemed Additional Rent due to Landlord under this Lease.

13.6. Certificates. On or before the Effective Date, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be maintained under this Section. Tenant also shall deliver to Landlord certificates for the renewal policies of such insurance. Tenant covenants to furnish Landlord promptly upon Landlord's request copies of insurance policies required to be maintained by Tenant hereunder.

SECTION 14. CONDEMNATION AND CASUALTY

14.1. Casualty.

14.1.1. If the Improvements shall be damaged or rendered wholly or partially untenantable by fire or other casualty during the Term, Rent shall not abate during such period, whether the Property is tenantable or not, subject, however, to the Tenant's right to terminate this Lease as provided in Section 14.1.2 below. Unless this Lease is so terminated, Tenant shall promptly rebuild or repair the Tenant Improvements (and Landlord shall rebuild the Offsite Improvements) as nearly similar to such prior Tenant Improvements and or Offsite Improvements in character as is practical and reasonable. Landlord hereby consents to Tenant utilizing the proceeds of any insurance available for the rebuild and repair of the Tenant Improvements.

14.1.2. If the Improvements shall be damaged or rendered wholly or partially untenantable by fire or other casualty during the Term, and Tenant reasonably believes that such

damage shall render the Property unsuitable for Tenant's continued use and occupancy, then Tenant may, not later than sixty (60) days after such occurrence, deliver to Landlord (i) notice of Tenant's intention to terminate this Lease on a business day specified in such notice (the "Casualty Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a statement of Tenant describing the event giving rise to such termination. Tenant shall demolish the damaged Tenant Improvements and remove all debris in connection therewith prior to the Casualty Lease Termination Date unless otherwise directed in writing by Landlord. This Lease shall terminate on the Casualty Lease Termination Date, except with respect to obligations and liabilities which have arisen on or prior to the Casualty Lease Termination Date.

14.2. Condemnation.

14.2.1. If the use, occupancy, or title of the Premises or any part thereof or access thereto is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a "Condemnation"), the award or compensation shall belong to Landlord, subject to Tenant's right to make a separate claim for compensation allocable to its leasehold estate, the value of the Tenant Improvements, personal property and relocation expenses. All amounts paid in connection with any Condemnation of the Premises shall be applied pursuant to this Section, and all such amounts (minus the expense of collecting such amounts as hereinafter provided) are herein called the "Net Proceeds." Landlord and Tenant shall each pay all of its reasonable costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment for which costs and expenses Landlord and Tenant shall be reimbursed out of any award, compensation or insurance payment to which it is entitled.

14.2.2. If the entire Property or any portion of the Airport necessary for Tenant's use and occupancy of the Premises, or the use or possession thereof, is taken by Condemnation, then this Lease shall terminate on the date when possession shall be taken by the condemnor, and Rent and all other charges payable hereunder shall be apportioned and paid in full up to that date.

14.2.3. If less than the entire Property or a portion of the Airport necessary for Tenant's use and occupancy of the Premises is taken by Condemnation, and Landlord reasonably believes that such taking shall render the Property unsuitable for Tenant's continued use and occupancy, then Landlord may, not later than sixty (60) days after such occurrence, deliver to Tenant notice of Landlord's intention to terminate this Lease on a business day specified in such notice (the "Condemnation Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice. This Lease shall terminate on the Condemnation Lease Termination Date, except with respect to obligations and liabilities which have arisen on or prior to the Condemnation Lease Termination Date.

14.2.4. If a Condemnation initiated by others, not including Landlord, of less than the entire Property or any part thereof shall occur but Tenant does not give notice of its intention to terminate this Lease as provided in this Section, then the Rent shall be equitably adjusted as of the date title vests in the condemning authority, this Lease otherwise shall continue in full force and effect. Any proceeds payable with respect to such Condemnation shall be allocated between Landlord and Tenant in accordance with Section 14.2.1 above and Tenant shall use such proceeds either to promptly repair and restore the Property to the same condition (as nearly as practicable)

as existed immediately before the Condemnation (assuming for this purpose that the Property were in compliance with the terms of this Lease) or demolish the condemned Tenant Improvements and remove all debris in connection therewith. In the event of any temporary requisition, this Lease shall remain in full effect and Tenant shall be entitled to receive the proceeds allocable to such temporary requisition; except that such portion of the proceeds, if any, allocable to the period after the expiration or termination of the Term of this Lease shall be paid to Landlord.

SECTION 15. ASSIGNMENT AND SUBLETTING

15.1. Landlord's Consent. Tenant shall not assign this Lease or sublet all or any portion of the Property, without first obtaining Landlord's prior written consent, which consent may be determined at Landlord's sole discretion. The consent of Landlord to any such assignment or sublease shall not operate to release Tenant from any of its obligations under this Lease (unless Landlord consents in writing to such release), nor shall it be deemed a consent to any other or future assignment or sublease. The acceptance of Rent by Landlord following any sublease or assignment prohibited by this Section shall be deemed to be only an acceptance of Rent from Tenant and shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall acceptance thereof be deemed to be a waiver of any existing default or any right or remedy of Landlord hereunder.

15.2. Notice. In the event of a proposed assignment or subletting of all or a portion of the Property under Section 15.1 above, Tenant shall provide to Landlord written notice of the proposed assignee or subtenant ("Notice of Assignee or Subtenant"), which shall include the name of the proposed assignee or subtenant and a current financial statement of the proposed assignee or subtenant, together with a proposed assignment fee of Five Thousand Dollars (\$5,000) to compensate the Landlord for its time and expenses incurred in connection with review of the proposed assignment or subletting (the "Assignment Fee"). Landlord, not later than thirty (30) days after receiving Notice of Assignee or Subtenant and the Assignment Fee, shall notify Tenant in writing whether it approves or disapproves of the proposed assignee or subtenant, and a failure by Landlord to respond within such thirty (30) day period shall be deemed a disapproval of the proposed assignee or subtenant.

SECTION 16. OBLIGATIONS IN CONNECTION WITH THE CONDUCT OF TENANT'S BUSINESS

16.1. Tenant's Obligations. Tenant shall:

(a) Maintain all books and records pertaining to the Lease in accordance with accepted accounting practice during the Term (and for such further period if Tenant is required to maintain such records for a longer period by law, ordinance, administrative rule or judicial proceeding).

(b) Comply with all rules and regulations of Landlord and the Airport, as they may be modified or amended from time to time, including but not limited to all rules and regulations of the FAA, the U.S. Department of Transportation, the Virginia Department of Transportation, the TSA, the United States Customs and Border Protection, and other federal, state, and local laws, rules, regulations, ordinances and obligations, including without limitation all

future ordinances adopted by the City of Norfolk, Virginia, and including those governmental requirements set forth herein, and all other Legal Requirements, all of which shall be enforced uniformly in a non-discriminatory manner to all similarly situated parties (to the extent permitted by existing contractual arrangements).

(c) Provide Landlord with a copy of any notice, warning, summons or other legal process for the enforcement of any laws, ordinances, rules, regulations, decisions or orders materially affecting Tenant's operations at the Airport within five (5) business days of receipt.

(d) In addition to Tenant's indemnification obligations set forth in this Lease, Tenant, at Tenant's sole cost, shall repair or replace to Landlord's satisfaction any damaged property that belongs to Landlord or Landlord's other tenants, to the extent such damage arises from or relates to the acts or omissions of Tenant or Tenant's agents, contractors, or employees. Tenant shall promptly notify Landlord of any such property damage.

(e) Tenant is responsible to comply, at Tenant's sole cost, with all security measures that Landlord, the United States Transportation Security Administration ("TSA"), or any other governmental entity having jurisdiction over the Premises or the Airport, may require in connection with the Airport, including but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant. Tenant agrees that Airport access credentials are the property of Landlord and may be suspended or revoked by Landlord in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Landlord any lost credentials or credentials that Tenant removes from any employee or any of Tenant's agents or contractors. Tenant shall protect and preserve security at the Airport.

(f) Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective operations at the Airport. Among other things, Tenant shall use reasonable efforts to notify the Landlord promptly of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Landlord's complaints, requests for public information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees, contractors and agents who are utilizing the Airport for Tenant's business to prevent them from doing so. If Landlord deems any of Tenant's employees, contractors or agents who are utilizing the Airport for Tenant's business to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Landlord determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Landlord or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Landlord may, but is not obligated to, stop Tenant's operations if Legal Requirements or other safe work practices are not being observed.

(g) Tenant shall use the Premises only for the Permitted Uses, and for no other uses without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole discretion.

SECTION 17. DEFAULTS

17.1. Defaults of Tenant.

17.1.1. Tenant shall be in "Default" if (i) Tenant shall not have paid Rent or any other amount payable by Tenant pursuant to this Lease when such payment is due; or (ii) Tenant shall not have performed any of its obligations under the Security Program within two (2) days after notice from Landlord specifying the obligations that are not being performed unless the change cannot be effected within two (2) days and in such a case, Tenant shall notify Landlord within two (2) days of the additional time necessary for correcting the deficiency and, subject to Landlord's consent to the additional time requested by Tenant, Tenant thereafter corrects the deficiency within the identified time period. Notwithstanding the foregoing, in the event of an emergency, Tenant shall take immediate action to perform its required obligations under the Security Program (or within such other time period as may be necessary in the event of an emergency or if circumstances otherwise warrant, in each case, in the sole discretion of the Landlord), or (iii) Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within thirty (30) days after Tenant's receipt of written notice specifying such failures; or (iv) Tenant files, or there is filed against Tenant, a petition (which is not dismissed within sixty (60) days) in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (v) an order is entered adjudicating Tenant bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Tenant, and the order is not vacated or stayed within sixty (60) days of entry; or (vi) Tenant makes a general assignment for the benefit of creditors; or (vii) this Lease or the Property or any part of the Property is taken upon execution or by other process of law directed against Tenant, or is taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within sixty (60) days after its levy. Upon the occurrence of a Default, then Landlord shall have the remedies set forth below.

17.1.2. If Tenant is in Default, Landlord shall have the right to pursue any one or more of the following remedies:

- (i) Terminate this Lease and recover damages as described below.
- (ii) Terminate Tenant's right to possess the Premises by re-entering the Premises by any lawful means, without terminating this Lease and thereafter Tenant shall remain liable to pay Rent as it becomes due and payable.
- (iii) Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord within thirty (30) days after written demand for all out of pocket, documented costs incurred by Landlord in doing so, together with an additional administrative fee in the amount of twenty five percent (25%) of such costs (which the parties agree is a reasonable

estimate for Landlord's overhead expenses associated with such performance). **NOTWITHSTANDING THE AFORESAID, SHOULD LANDLORD DETERMINE IN ITS SOLE REASONABLE JUDGMENT THAT TENANT IS NOT IN COMPLIANCE WITH ANY ASPECT OF THE SECURITY PROGRAM, INCLUDING WITHOUT ANY LIMITATION ANY SAFETY MANAGEMENT SYSTEM, LANDLORD SHALL HAVE THE RIGHT IMMEDIATELY TO PERFORM ANY OF THE OBLIGATIONS THEREUNDER AND RECEIVE REIMBURSEMENT AS PROVIDED HEREIN.**

(iv) Obtain injunctive or other equitable relief, or exercise any other remedy provided herein (provided Landlord shall in no event be entitled to consequential, special or punitive damages).

17.1.3. No notice from Landlord under this Lease will constitute an election by Landlord to terminate this Lease unless the notice specifically says so. Landlord may elect to terminate this Lease, reenter the Property and take possession thereof, without prejudice to any other remedy which Landlord may have under this Lease. In such event, Tenant shall surrender and deliver up the Property to Landlord and upon any default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings, and to apply for the appointment of a receiver or for other ancillary relief in such action. In the event of any termination of this Lease in accordance with the provisions of this Section, Tenant shall remain liable for and shall pay to Landlord all Rent and other sums required to be paid by Tenant under this Lease, and Tenant shall pay Landlord on demand for any deficiency in the same. No action by Landlord or Landlord's Associates (defined below) shall be construed as an election by Landlord to terminate this Lease or accept and surrender of the Premises unless Landlord provides Tenant with a written notice expressly stating that Landlord has terminated this Lease or accepted a surrender of the Premises. In addition, upon any such termination, Tenant shall pay as liquidated damages (a) all actual, out of pocket costs and damages arising out of Tenant's default, including but not limited to, the costs associated with any termination of the Lease, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs, and (b) all other costs and fees set forth in Section 17.1.2.

17.1.4. Landlord may elect to not terminate this Lease, but rather reenter the Property and take possession thereof and relet the Property or any part thereof. Landlord shall make commercially reasonable efforts to mitigate its damages resulting from the occurrence of such Default. To the extent Landlord thereafter re-leases the Premises for all or any portion of the balance of the Term, Landlord shall reimburse Tenant for the net amount of rent collected by Landlord, after deducting all costs and expenses relating to such reletting including, without limitation, improvements to the Premises, brokerage commissions and attorneys' fees, with respect to the balance of the Term within one hundred twenty (120) days after the expiration of the Term.

17.1.5. No right or remedy conferred upon or reserved to Landlord in this Lease is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or existing at law or in equity. No waiver or assent, express or implied, to any breach of Tenant's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been

given by Landlord's failure to enforce the terms of this Lease strictly, including, without limitation, Landlord's failure to collect any Rent or other sums due under this Lease, unless such waiver shall be in writing and shall state the specific act or failure which Landlord has agreed not to treat as a Default.

17.2. Rights to Cure. Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the Default of Tenant. If Landlord elects to cure such noncompliance by Tenant, all costs actually incurred by Landlord in curing such noncompliance shall be paid by Tenant within thirty (30) days after written demand therefor with evidence of such costs.

17.3. Landlord Default.

17.3.1. It shall be a default and a breach of this Lease by Landlord (a "Landlord Default") if any covenant or obligation required to be performed or observed by it under this Lease is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within said thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

17.3.2. Upon the occurrence of any Landlord Default, Tenant shall have all rights and remedies available at law or in equity, including suing for injunctive relief or to recover damages for any loss resulting from the breach. In addition, Tenant shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the Landlord Default, including without limitation maintaining the Offsite Improvements in the event Landlord fails to maintain the Offsite Improvements in accordance with the requirements of this Lease. If Tenant elects to cure such noncompliance by Landlord, all reasonable costs actually incurred by Tenant in curing such noncompliance shall be paid by Landlord within thirty (30) days after written demand therefor with reasonable evidence of such costs.

SECTION 18. HOLDING OVER

Except as otherwise set forth in this Lease, a holding over beyond the expiration of the Term of this Lease, without the Landlord's consent, shall operate as an extension of this Lease on a month to month basis on the same terms and conditions in effect immediately prior to the expiration, except that Rent shall be two hundred percent (200%) of the then Rent. If Tenant holds over with the written consent of Landlord, then the extended term may be terminated either by Landlord or Tenant by giving thirty (30) days written notice to the other. Nothing contained in this Section, however, shall be construed as a consent by Landlord to any hold over by Tenant, and except as otherwise expressly set forth in this Lease, Landlord expressly reserves the right to require Tenant to surrender possession of the Property to Landlord upon expiration or other termination of this Lease, and the provisions of this Section shall not be deemed to limit or

constitute a waiver of any other rights or remedies of Landlord provides herein or at law if Tenant holdovers without Landlord's written consent.

SECTION 19. SURRENDER

19.1. Surrender Condition. At the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Property to Landlord and the Tenant Improvements and any other leasehold improvements shall remain the sole property of Landlord at the expiration of the Term without any compensation to Tenant, except as otherwise expressly set forth herein, and free and clear of any right, title, interest, claim or demand of Tenant or of anyone claiming through or under Tenant. Tenant shall deliver the Property to Landlord broom clean, normal wear and tear and damage by casualty excepted. Tenant agrees to execute such reasonable documents and instruments of conveyance as may be reasonably required by Landlord to confirm such ownership in the Landlord. Upon expiration or earlier termination of this Lease, Tenant may remove any of Tenant's trade fixtures, furniture, furnishings, and other personal property from the Premises and Tenant shall repair any damage which may result to the Property from such removal. In the event Tenant fails to remove those items, the items shall be deemed abandoned and shall be the property of Landlord. On or before the expiration or termination of this Lease, Tenant shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under Tenant to be fully released and discharged.

19.2. Reimbursement of Improvement Costs Upon Early Termination. Where this Lease provides that Landlord will be obligated to reimburse Tenant upon the early termination of this Lease for any unamortized costs of the Tenant Improvements and/or the costs of the Offsite Improvements (collectively, the "Reimbursement Amount"), the amount to be reimbursed by Landlord to Tenant shall include only those construction hard costs (i.e., documented, actual costs of construction of the Tenant Improvements and Offsite Improvements, excluding all due diligence, design, pre-construction activities, and any soft costs or overhead pursuant to or associated with the construction) that have been calculated as follows (regardless of the methodology used by Tenant in maintaining its books and records):

19.2.1. Tenant must document the actual construction costs of any and all Improvements made by Tenant in form and substance satisfactory to the Landlord for the purpose of establishing the unamortized costs for a Reimbursement Amount. A detailed statement of the actual costs to construct the Improvements shall be delivered by Tenant to Landlord not later than ninety (90) days after completion of construction of the Improvements in order to be eligible for future reimbursement. Tenant shall permit Landlord and its agents to examine and audit the books and records of Tenant pertaining to the design and construction of the Improvements made by Tenant. The unamortized costs for a Reimbursement Amount will be based upon a straight line depreciation schedule over thirty (30) years, beginning from Effective Date and continuing until the date of early termination.

19.2.2. The Reimbursement Amount shall be due and payable within one hundred twenty (120) days following Landlord's receipt of Tenant's demand therefor. Landlord's obligation to pay the Reimbursement Amount shall survive the termination of the Lease and Tenant shall retain all rights and remedies under applicable law to recover the Reimbursement

Amount from Landlord, including, if applicable, the right to offset all or any portion of the Reimbursement Amount against amounts owing by Tenant to Landlord hereunder.

SECTION 20. QUIET ENJOYMENT AND TITLE

So long as Tenant is not in Default, Tenant shall peacefully and quietly hold the Property throughout the Term of this Lease free from hindrance by Landlord and others claiming by, through or under the Landlord, but subject, however, to the terms of this Lease.

SECTION 21. NOTICES

21.1. Notice Addresses. All notices, demands and other communications hereunder shall be in writing and shall be addressed as follows:

(i) If to Tenant:

Attn: _____

(ii) If to Landlord:

Norfolk Airport Authority
Attn: President and Chief Executive Officer
Norfolk International Airport
2200 Norview Avenue
Norfolk, VA 23518

or to such other address as either party may designate by notice to the other party hereto.

21.2. Means of Notice. A notice or other communication which may be or is required to be given under this Lease shall be deemed to be duly delivered (i) three (3) business days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (ii) when received (or when receipt is refused) if delivered personally; (iii) one (1) business day after deposit with a nationally recognized courier (e.g. UPS, FedEx) all charges prepaid, or (iv) on the same day when sent by .pdf attachment to the e-mail address of the recipient as set forth in this Section. Such addresses may be changed by written notice to the other party in accordance with this Section.

SECTION 22. ENTRY

Landlord, for itself and its authorized employees and officers (collectively, the "Landlord's Associates"), reserves and shall have the right at any time, without prior notice to Tenant, to enter onto the Property (but not the interior of any structure on the Property), and the same does not constitute a trespass on the Property. Landlord and Landlord's Associates, with reasonable notice to Tenant (except in the case of an emergency, security, or safety concern including any potential violation of the Security Program), may enter the interior of any building on the Property and

Tenant shall not be entitled to any abatement of rent by reason thereof, nor shall such entry be deemed to be an actual or constructive eviction. In exercising its rights hereunder, Landlord and Landlord's Associates shall exercise such rights in a manner so as to minimize any interference with the business operations of Tenant on the Property.

SECTION 23. ESTOPPEL CERTIFICATE

Within fifteen (15) business days after request by the other party, Landlord or Tenant, as the case may be, shall execute an Estoppel Certificate to evidence (a) its knowledge of the existence or non-existence of any Default under this Lease, any amendment to this Lease, or any prepayment of rentals, and (b) such other facts with respect to this Lease as may be reasonably required.

SECTION 24. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, failure of power, closure of the Airport, riots, insurrection, failure to act or default of the other party, or other reason beyond their control (each, an event of "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In order to claim a delay for an event of Force Majeure, the party claiming a delay for Force Majeure shall notify the other party in writing of the same within ten (10) business days of the date such party becomes aware or should have become aware of the occurrence of the event and provide a description of the event constituting Force Majeure.

SECTION 25. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

25.1. General. Tenant shall comply with all federal, state and local laws and ordinances, governmental rules, regulations and orders applicable to the operation of the Airport or to the Tenant's operation at the Airport. Without limiting the generality of the foregoing, Tenant shall comply with the laws and regulations specified in this Section.

25.2. Non-Discrimination. Each party covenants and agrees that it, along with its contractors, subcontractors, representatives, successors in interest and assigns: (i) will not discriminate against any person on the grounds of race, color, sex, creed, age, disability, or national origin, and will not exclude any person from the use or the benefits of the Airport or the improvements constructed thereon based on race, color, sex, creed, age, disability, or national origin; and (ii) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person, on the grounds of race, color, sex, creed, age, disability, or national origin, shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in the use of said improvements or any activity conducted on the Premises.

25.3. Disability. Tenant shall not discriminate on the basis of handicap in conducting its activities hereunder, or in the treatment of persons as required by (i) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.*, as the same may be amended from time to

time, and (ii) the DOT Code of Federal Regulations, Part 27, Title 49, as may be amended, to the extent 49 C.F.R. Part 27 is applicable to Tenant.

25.4. Security Compliance. Tenant shall comply with and enforce, as is currently or may be required, all provisions of Transportation Security Administration (the “TSA”) regulations, amendments and additions thereto, pertaining to Airport security which affect its operation on the Airport. Tenant, its officers, employees, agents, and all those under its control, shall also at all times comply with any and all security measures required of Tenant by the TSA or any other governmental entity, or as may be contained in any Airport security plan or any rule or regulation established by the Landlord from time to time. If Tenant, its officers, employees, agents, or those under its control, shall fail or refuse to comply with any such security measures and such non-compliance results in a monetary penalty or damages being assessed against Landlord by any governmental entity, then, in addition to any other remedies available under this Lease, Tenant shall be responsible for and shall immediately reimburse the Landlord the full amount of such monetary penalty or damages. Nothing in this Section shall prohibit Tenant from contesting with such governmental entity as to the validity or amount of such monetary penalty or damages. Tenant shall be responsible to ensure that unauthorized persons do not enter any Airport operations areas which have been or may be designated by the Landlord in its Airport Security Program in compliance with federal aviation regulations.

25.5. Virginia Public Procurement Act. Tenant shall at all times comply with the provisions of the Virginia Public Procurement Act, Virginia Code § 2.2-4300, et seq., as the same may be amended from time to time, to the extent applicable to Tenant or Tenant’s operations at the Airport. Without limiting the foregoing, during the performance of this Lease:

25.5.1. Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Tenant. The Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tenant, in all solicitations or advertisements for employees placed by or on behalf of the Tenant, will state that such Tenant is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section. Tenant will include the provisions of this Section in every subcontract or purchase order of over Ten Thousand Dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

25.5.2. Tenant does not, and shall not during the performance of this Lease, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as the same may be amended from time to time.

25.5.3. If Tenant is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Tenant shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.

25.5.4. Tenant agrees to (i) provide a drug-free workplace for the Tenant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Tenant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Tenant that the Tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over Ten Thousand Dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

25.6. No Exclusive Rights. Nothing in this Lease shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's Permitted Uses as provided herein).

25.7. Lease to Preserve Landlord's Compliance. This Lease shall be interpreted to preserve Landlord's rights and powers to comply with Landlord's federal and other governmental obligations.

25.8. Subordination to Landlord's Government Commitments. This Lease is subordinate to the provisions of any agreement between Landlord and the United States or other governmental authority (regardless of when made) that affects the Airport, including but not limited to, agreements governing the expenditure of federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Lease as a condition of Landlord entering any agreement or participating in any program applicable to the Airport (including but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant has caused or will cause Landlord to be noncompliant with any of Landlord's government commitments (including but not limited to, any assurances or covenants required of Landlord or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve Landlord's compliance with the same. Without liability to Landlord, Landlord shall have the right to terminate this Lease and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other federal governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

25.9. FAA Required Contract Provisions. Landlord and Tenant acknowledge and agree that the Federal Aviation Administration ("FAA") requires that certain contract provisions be included in contracts entered into by an airport owner or sponsor. Accordingly, attached hereto as **Exhibit E** are the FAA required contract provisions which are, by this reference, hereby incorporated into this Lease.

SECTION 26. DISPUTE RESOLUTION

26.1. Dispute Resolution.

26.1.1. Tenant must submit all claims relating to its use, occupancy and operation at the Airport under this Agreement, in writing, to the President and Chief Executive Officer of

the Landlord within ten (10) days of the discovery of the occurrence allegedly giving rise to such claim. Any claim not timely submitted to the President and Chief Executive Officer is deemed to be waived.

26.1.2. The President and/or Chief Executive Officer shall respond to such written claim within fifteen (15) business days of the receipt of the claim by either: (i) making a written determination with respect to the claim, or (ii) making a written request for additional information. If requested, Tenant shall provide all requested additional information within seven (7) business days of the date of the President and/or Chief Executive Officer's request, or the claim is waived. Thereafter, the President and/or Chief Executive Officer shall make a written determination with respect to the claim within fifteen (15) business days after receipt of the additional information. In either case, the President and/or Chief Executive Officer's written determination shall be final and conclusive.

26.2. Venue; Service of Process. Tenant agrees that the exclusive venue for any litigation arising out of this Agreement will be in the state or federal courts located in the City of Norfolk and Tenant hereby consents to the jurisdiction and venue of the aforesaid court and waives personal service of any and all process upon the Tenant herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Tenant at the address herein stated, and service so made shall be complete two (2) calendar days after the same shall have been mailed as aforesaid.

SECTION 27. VIRGINIA FREEDOM OF INFORMATION ACT

27.1. Freedom of Information Act. Tenant recognizes that certain records regarding its operations under this Lease may be subject to disclosure under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700, *et seq.*, as the same may be amended from time to time ("FOIA"). The Landlord will only disclose such records in accordance with FOIA and the applicable Code of Virginia provisions. In the event the Landlord receives a third-party request for any records or other information of Tenant which Tenant has affirmatively marked as confidential, the Landlord will promptly notify Tenant of such request prior to disclosure so that Tenant may timely seek court intervention concerning the disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Landlord will comply with the applicable legal disclosure requirements that are required by court order or applicable law.

27.2. Waiver. Tenant expressly waives all causes of action for damages and recourse whatsoever against the Landlord and its commissioners, officers, officials, employees, and agents for the Landlord's decision to disclose records or other materials, including but not limited to, confidential information submitted to the Landlord, when the Tenant has been provided with notice and the opportunity to intervene as set forth herein or when such disclosure is required by court order or applicable law.

SECTION 28. GUARANTY OF LEASE

As a condition to the effectiveness of this Lease, _____ (the "Guarantor"), shall execute and deliver a Guaranty of Lease in favor of Landlord in the form substantially similar to **Exhibit F** attached hereto.

SECTION 29. MISCELLANEOUS

29.1. Entire Agreement. This Lease and the Exhibits attached hereto and thereto contain all the agreements of the parties with respect to the subject matter herein. There have been no representations made by either party or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Lease and the Exhibits attached hereto and thereto. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

29.2. Waiver. Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Lease. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver.

29.3. Severability. If any covenant or provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining covenants and provisions, it being the intention of the parties that this Lease be so construed as to render enforceable that portion of this Lease unaffected by such holding provided that the essential terms and conditions of this Lease for each party remain valid, binding and enforceable. The contractual provisions shall be deemed severable.

29.4. Counterparts and Electronic Transmission. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission, and will have the same force and effect as an original signature page. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

29.5. Binding Agreement. This Lease shall bind and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that this Lease shall not inure to the benefit of any assignee of Tenant pursuant to an assignment which is not in compliance with the terms of this Lease.

29.6. Business Day. Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such date shall be deemed timely if given on the first business day following such Saturday, Sunday or legal holiday.

29.7. Waiver of Jury Trial. Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Lease or the relationship of the parties be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

29.8. Governing Law. This Lease shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws provision.

29.9. Consents and Approvals. Notwithstanding anything to the contrary contained in this Lease, except as otherwise provided, in all cases where consent or approval shall be required pursuant to this Lease, the giving of such consent or approval shall not be unreasonably withheld, conditioned or delayed by the party from whom such consent is required or requested. Where this Lease requires approval or consent by Landlord, such approval or consent is understood to be manifested by written act of the President and Chief Executive Officer of the Airport, except as otherwise provided by law.

29.10. Limitation of Liability. Anything to the contrary elsewhere in this Lease notwithstanding, Tenant, and any person claiming under or through Tenant, shall look solely to the estate and property of the then Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

29.11. Waiver of Certain Damages. Notwithstanding anything herein to the contrary, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party.

29.12. Gender. Feminine, neuter and masculine pronouns, and the plural and the singular, shall be construed to be and shall be interchangeable in any place or places in which the context may require such interchange.

29.13. Authority. The execution and performance of this Lease by each party have been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Lease constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

29.14. Captions. The captions of this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions hereof.

29.15. Commission. Landlord and Tenant represent and warrant to the other that it has neither engaged, nor employed nor dealt with any broker in connection with this Lease.

29.16. Attorneys' Fees. In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this Lease, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees and paralegal's fees incurred by the prevailing party in enforcing the covenants and agreements of this Lease, whether incurred out of court, at trial, on appeal or in any bankruptcy or administrative proceeding. The term "prevailing party," as used herein, shall include, without limitation, a party who obtains legal counsel and brings action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

29.17. Survival of Obligations. All obligations of a party hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including without limitation, all obligations concerning indemnities and

the payment of Rent and other expenses and charges required to be paid hereunder for the period prior to the expiration or earlier termination of the Term of this Lease.

29.18. Deed of Lease. This Lease constitutes a deed of lease in accordance with Section 55.1-101 of the Code of Virginia of 1950, as amended (the "Virginia Code"), and a sealed instrument pursuant to the requirements of Section 11-3 of the Virginia Code and shall be of the same force as if it were actually sealed by the parties hereto, whether or not a seal or scroll is attached.

[Signatures appear on the following pages]

SAMPLE

LANDLORD:

NORFOLK AIRPORT AUTHORITY,
a political subdivision of the
Commonwealth of Virginia

By: _____
Name: _____
Title: President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing Lease was acknowledged before me, in the above jurisdiction, this ___ day of _____, 2026, by _____, as President and Chief Executive Officer of the NORFOLK AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia, for and on behalf of the authority.

[AFFIX SEAL]

Notary Public

My Commission Expires: _____
Notary Registration No. _____

TENANT:

a _____

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Lease was acknowledged before me, in the above jurisdiction this ___ day of _____, 2026, by _____, as _____ of _____, a _____, for and on its behalf.

[AFFIX SEAL]

Notary Public

My Commission Expires: _____
Notary Registration No. _____

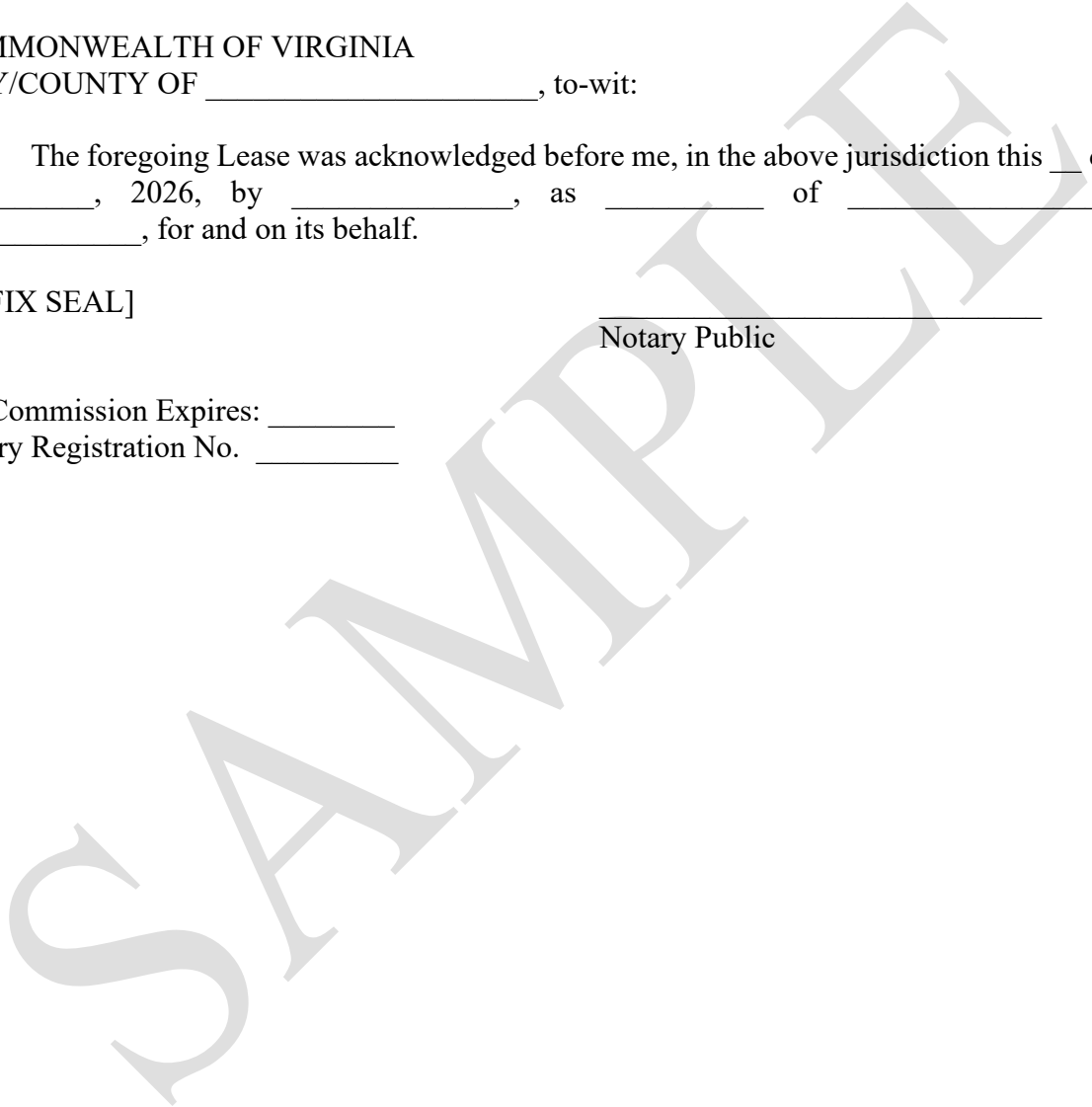


EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

SAMPLE

EXHIBIT B

SITE PLAN

SAMPLE

EXHIBIT C
SCOPE OF WORK

SAMPLE

EXHIBIT D

DESIGN REQUIREMENTS

SAMPLE

EXHIBIT E

FAA REQUIRED CONTRACT PROVISIONS*

1. **Access to Records and Reports.** The Tenant must maintain an acceptable cost accounting system. The Tenant agrees to provide the Landlord, the FAA and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Tenant which are directly pertinent to this specific Lease for the purpose of making audit, examination, excerpts and transcriptions. The Tenant agrees to maintain all books, records and reports required under this Lease for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2. **Breach of Contract Terms.**

A. Any violation or breach of the terms of this Lease on the part of the Tenant may result in the suspension or termination of this Lease or such other action that may be necessary to enforce the rights of the parties of this Lease.

B. Landlord will provide Tenant written notice that describes the nature of the breach and corrective actions the Tenant must undertake in order to avoid termination of the Lease. Landlord reserves the right to withhold payments to Tenant until such time the Tenant corrects the breach or the Landlord elects to terminate the Lease. The Landlord's notice will identify a specific date by which the Tenant must correct the breach. Landlord may proceed with termination of the Lease if the Tenant fails to correct the breach by the deadline indicated in the Landlord's notice.

C. The duties and obligations imposed by the Lease and related documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **Civil Rights – General.**

A. In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statues, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

D. The above provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the FAA.

4. **Title VI Solicitation Notice**

A. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any Lease entered into pursuant to a solicitation, all Tenants will be afforded full opportunity to submit bids in response to invitation and will not be discriminated against on the grounds of the Tenant's race, color, national origin, sex, creed, age, or disability in consideration for an award.

5. **Title VI Clauses for Compliance with Non-Discrimination Requirements.** During the performance of the Lease, the Tenant, for itself, its assignees, and successors in interest, agrees as follows:

A. ***Compliance with Regulations.*** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

B. ***Nondiscrimination.*** The Tenant, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

C. ***Solicitations for Subcontracts, including Procurements of Materials and Equipment.*** In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the contractor's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. ***Information and Reports.*** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Landlord or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the Landlord or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. ***Sanctions for Noncompliance.*** In the event of a Tenant's noncompliance with the non-discrimination provisions of this Lease, the Landlord will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Tenant under the Lease until the Tenant complies; or

(ii) cancelling, terminating, or suspending the Lease, in whole or in part.

F. ***Incorporation of Provisions.*** The Tenant will include the provisions of Sections 4(A)-(E) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Landlord or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Landlord to enter into any litigation to protect the interests of the Landlord. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

6. **Title VI Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program.** The Tenant, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

7. **Title VI Clause for Construction/Use/Access to Real Property Acquired under the Activity, Facility or Program.** The Tenant, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities (as may be amended). In the event of breach of any of the above nondiscrimination covenants, the Landlord will have the right to terminate the Lease and to enter or re-enter and repossess the facilities thereon, and hold the same as if said Lease had never been made or issued.

8. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Lease, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the

Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

9. Clean Air and Water Pollution Control. Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 USC § 1251-1387). The Tenant agrees to report any violation to the Landlord immediately upon discovery. The Landlord assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Tenant must include this requirement in all subcontracts that exceeds One Hundred Fifty Thousand Dollars (\$150,000).

10. Texting When Driving.

A. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving,” (12/30/2009), the FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

B. In support of this initiative, the Landlord encourages the Tenant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the property that is the subject of this Lease. The Tenant must include the substance of this clause in all sub-tier contracts exceeding Fifteen Thousand Dollars (\$15,000) that involve driving a motor vehicle in performance of work activities associated with the property that is the subject of this Lease.

11. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this Lease incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (the “FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12. Trade Restrictions Certification.

A. By entering into this Lease, the Tenant certifies that with respect to this Lease and any resultant agreement, the Tenant: (i) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (the “USTR”); (ii) has not knowingly entered into any contract or subcontract for this property that is the subject of the Lease with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (iii) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

C. The Tenant must provide immediate written notice to the Landlord if the Tenant learns that its certification or that of a subcontractor, if any, was erroneous when submitted or has become erroneous by reason of changed circumstances. The Tenant must require subcontractors provide immediate written notice to the Tenant if at any time it learns that its certification was erroneous by reason of changed circumstances.

D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an offeror or subcontractor: (i) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or (ii) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or (iii) who incorporates in the public works project any product of a foreign country on such USTR list.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an individual or entity is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. The Tenant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Tenant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Tenant has knowledge that the certification is erroneous.

G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Tenant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Landlord cancellation of the Lease for default at no cost to the Landlord or the FAA.

13. Certification Regarding Lobbying. The Tenant certifies by signing and submitting this Lease, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Tenant, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

14. Occupational Safety and Health Act. All contracts and subcontracts that result from this Lease incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. Certification Regarding Tax Delinquency and Felony Convictions. The Tenant represents that it is not (i) a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) a corporation that was convicted of a criminal violation under any federal law within the preceding twenty four (24) months. The Tenant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

16. Termination of Lease.

A. ***Termination for Convenience.*** The Landlord may terminate this Lease in whole or in part at any time by providing written notice to the Tenant. Such action may be without cause and without prejudice to any other right or remedy of Landlord. In such event, Landlord will not pay Tenant for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Landlord's termination action. In the event of a termination for convenience, Tenant should be entitled to recover the unamortized cost of the Tenant Improvements and the Offsite Improvements in accordance with the Reimbursement Amount herein.

B. ***Termination for Default.*** Either party may terminate this Lease for cause in accordance with the Lease.

17. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Tenant must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

*As may be updated by FAA from time to time, and such update will automatically replace any current provision herein without need for formal amendments.

EXHIBIT F

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made effective as of _____, 2026, by _____ ("Guarantor"), to the NORFOLK AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Landlord").

NOW, THEREFORE, for and in consideration of the execution and delivery of that certain Lease, dated of even date herewith (the "Lease"), by and between the Landlord and _____, a _____ ("Tenant"), for the lease of certain premises as more particularly described in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor unconditionally guaranties to Landlord the full and punctual payment of all rents and other sums payable by Tenant under the Lease, and the full and punctual completion of Tenant's Improvements and the Offsite Improvements specified in the Lease (collectively, the "Tenant Obligations"). Guarantor further agrees to indemnify and hold Landlord harmless for any loss, liability, damage or expense (including without limitation, reasonable attorney's fees) arising from the failure of Tenant to timely perform any of the Tenant Obligations and/or incurred in the enforcement of this Guaranty. Upon Tenant's Default under the Lease (as defined in the Lease) and upon demand by Landlord, Guarantor shall pay or perform the Tenant Obligations so in default, as applicable, without offset, deduction or counterclaim.

2. This Guaranty shall be absolute and continuing. The obligations and liability of Guarantor under this Guaranty shall continue in effect until all Tenant Obligations accruing during the Term of the Lease, and any extensions thereof, have been fully paid and satisfied.

3. This Guaranty and the obligations of the Guarantor under this Guaranty shall not be modified, discharged, waived or terminated except by an agreement in writing signed by Guarantor and Landlord and approved by the beneficiary of the first deed of trust on the Premises. Guarantor further agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, or change to the Lease, and Guarantor consents to any such renewal, modification, or change.

4. This Guaranty shall be governed by and construed in accordance with Virginia law. Guarantor agrees to be subject to the jurisdiction of the courts of Virginia, to accept service of process in any action brought in Virginia, and Guarantor waives any objection to personal jurisdiction in such action. To the fullest extent permitted by law, Guarantor also waives all rights to a trial by jury in any action related to this Guaranty. If this Guaranty is enforced by suit or otherwise or if Landlord exercises any of its remedies under the Lease, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including reasonable attorney's fees

5. Guarantor represents and warrants that it has the legal right and capacity to execute this Guaranty, and each person executing this Guaranty on behalf of Guarantor covenants and

warrants that he or she is duly authorized by the board of directors of Guarantor to execute and deliver this Guaranty on behalf of the corporation.

WITNESS the following signature(s), effective as of the day and year first above written.

GUARANTOR:

_____ a _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, in his/her capacity as _____ of _____, a _____, appeared before me and acknowledged the foregoing instrument, this ___ day of _____, 2026, on its behalf.

Notary Public

Notary Registration No.: _____

My Commission Expires: _____