



Rhode Island Airport Corporation

September 21, 2015

Request for Proposal No. 26124

**Solar Photovoltaic Generating Systems
(Solar Farms)**

Approved by:

Dan Porter
VP, Planning & Environmental

Approved by:

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PROPOSAL SCHEDULE

Milestone/Action Item	Date
Issue RFP	09/21/15
Pre-Proposal Conference	09/30/15
RFP Questions Deadline	10/07/15
Issue Addendum – Responses to RFP Questions	10/12/15
Deadline for Submission of Proposals	10/21/15

Note: Proposal schedule subject to change at Rhode Island Airport Corporation’s sole discretion.

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SECTION ONE - BACKGROUND INFORMATION

The Rhode Island Airport Corporation (RIAC) is pursuing one or more solar photovoltaic (PV) electric power generating facilities throughout the Rhode Airport System through a competitive selection process. There is potential for solar farm development at all six airports operated by RIAC, which are T.F. Green (PVD), Quonset (OQU), Westerly (WST), Newport (UUU), Block Island (BID) and North Central (SFZ). The general areas (i.e., sites) are more particularly described and shown within the attached Exhibit 1. The successful Proposer(s) (the solar facility developer team(s) selected for project implementation) will finance, design, build, operate, maintain, own, transfer, and provide electricity, potentially displacing a portion of the daily use of electricity under a Power Purchase Agreement (PPA) or a similar lease arrangement for agreed upon electrical unit costs per watt and agreement term. The parties to the agreement will be the successful Proposer and RIAC.

It is anticipated that the solar PV facility agreement will include arrangements such as:

1. A long-term (i.e., 20 to 30 year) Land Lease Agreement; and/or,
2. A long-term (i.e., 20 to 30 year) Power Purchase Agreement (PPA).

RIAC requires the Proposers to detail the monetization of the federal renewable energy Investment Tax Credit (ITC) at 30% and 10%, respectively. Proposers may propose on one or more of the identified sites. Proposals encompassing more than one site may result in an economy of scale and greater energy savings. Additionally, RIAC requests that the Proposers clearly demonstrate in each proposed case the quantitative benefits and qualitative advantages that may be afforded to RIAC under each arrangement and buy-out provisions (amount and terms) in a structured transfer of ownership, or simple transfer at the end of the proposed agreement.

RIAC is soliciting term agreements that identify the following:

- No cost to RIAC to build, commission, operate and maintain (potentially excluding routine grounds maintenance) the Solar Facility.
- Estimated saving and expense projections over the life of the agreement.

RIAC Layout and Proposed Site Locations

Many potential sites may be available for solar installations. Proposers may propose on more than one site. Other sites, not included in the analysis, will be considered upon further review.

Exhibit 1 presents the overall layout of the sites. Under Rhode Island policy, the solar farms are to be up to 5 MW in size per parcel; however, Proposers may propose a smaller size or several different sizes up to 5 MW, especially if same will make the project more viable by lowering the interconnectivity costs.

RIAC will consider proposals that include:

- Fixed PV panel racking systems; and
- Single-axis PV panel racking systems, or;
- Dual-axis PV panel racking systems.

SECTION TWO - GOALS AND OBJECTIVES

Goals and objectives to be achieved through installation on one or more solar facilities throughout the Rhode Island Airport System:

1. Procure reliable renewable energy at a cost that provides a net savings to RIAC.
2. Establish a provider agreement(s) that facilitates cost-effective development of solar facilities.
3. Utilize one or more of the identified sites to accomplish Goals #1 and #2.
4. Enter into the solar PV facility agreement or agreements with no capital outlay by RIAC.
5. Reduce RIAC's environmental impact (primarily air quality and greenhouse gases).
6. RIAC's interest in pursuing solar energy reflects a commitment to managing our airports in an environmentally sustainable manner that:
 - a. Reduces operating costs;
 - b. Protects RIAC and its users from rising energy costs, and;
 - c. Contributes toward RIAC's efforts to increase renewable energy resources and improve the air quality.

SECTION THREE - SCOPE OF SERVICES

3.1 General

RIAC is seeking a qualified firm or a team of firms, to provide solar PV facilities at one or more sites. By making a commitment to solar PV facilities, RIAC hopes to reduce energy costs in a fiscally and environmentally responsible manner.

RIAC intends to enter into an agreement or agreements with the Proposer(s) that will finance, design, build, own, operate, and maintain the solar facilities for a period up to 20 or 30 years (Note: current RI law limits RIAC lease terms to 30 years). A shorter period arrangement with end-of-term structured buyout may be considered; however, such an arrangement must demonstrate immediate energy savings and reflect a reasonable fair market value for facility purchase by RIAC. RIAC seeks a PPA and other lease arrangement that will provide the best energy and cost savings over the agreement(s) term(s). No capital outlay by RIAC will occur in completing the Project. Purchase of the solar facilities from the successful Proposer(s) in a shorter period may also be considered.

The feasibility of the solar facility sites has been evaluated. The airport layouts along with candidate sites are shown in Exhibit 1. The proposed sites consist of minor to major site development. The amount of acreage that includes Likely and Potentially Likely sites is estimated at 60.

Confirmation of habitat and wetland conditions prior to commencement of construction will be required as part of the environmental review process to include Rhode Island Department of Environmental Management (RIDEM) and National Environmental Policy Act (NEPA).

As described below, the successful Proposer(s) shall be responsible for providing a project overview and preliminary plans and specifications sufficient to facilitate environmental review, including identification of construction staging areas, haul routes, temporary structures, contractor parking areas, etc. When applicable, all construction workers must successfully complete security background investigations.

3.2 Responsibilities

With RIAC's assistance, the successful Proposer(s) will be responsible for coordination with the following agencies and acquisition of all associated approvals, to include:

- Federal Aviation Administration (FAA)
 - RIAC will submit completed Solar Glare Hazard Assessment Tool (SGHAT) reports (contained with Exhibit 1) to the FAA for review and will coordinate with the FAA for required approvals for and proposed sites. Should the FAA determine that adjustment or corrections are needed to the SGHAT report, RIAC will expeditiously make those changes and re-submit corrected reports for coordination with the FAA.
 - RIAC will prepare revisions and acquire conditional approval from the FAA for depiction of the proposed Solar PV Facility sites on the Airport Layout Plans (ALP). Note: current ALPs are available online at <http://www.pvdairport.com/corporate/planning>.
 - RIAC will assist in providing data/information in acquiring National Environmental Policy Act (NEPA) approval by the FAA for any proposed solar facility installations, along with using information provided by the successful Proposer(s).
 - The successful Proposer(s) may prepare its own geotechnical analysis for their final design submittal(s).

3.3 Sample Scope of Services

The Scope of Services provided by the successful Proposer(s) will include, but not be limited to:

- Securing building permits and approvals from applicable entities;
- Securing approvals and inter-connection agreements with RIAC and Energy Supplier;
- Securing any potential local, State, and federal government funding and incentive funds, and;
- Providing all labor, services, and equipment necessary to produce, operate and fully maintain the proposed solar facilities for the agreement period.

Design, Engineering, and Permitting for the Project

The successful Proposer(s) must comply with required applicable construction specifications as determined by RIAC Engineering Department.

The successful Proposer(s) will design and implement the solar PV facilities (i.e., the Project) to optimize solar energy production and minimize project costs at the proposed Solar PV Facility sites, taking into consideration RIAC's seasonal and daily electrical demand and load patterns (see Exhibit 2), proposed installation sites, available solar resources, installation cost, tax credits, rebates, incentives and other relevant financial factors. The successful Proposer(s) must submit electronic design documents to RIAC for review and approval. The plans and specifications must be submitted electronically and PDF format.

The successful Proposer(s) will secure from governing agencies, RIAC, and Energy Provider:

- All required rights,
- Permits,
- Approvals,
- Interconnection agreements and net-metering agreements, and
- Equipment at no additional cost to RIAC.

RIAC will become the signatory on applications, permits, and utility agreements only where necessary.

The successful Proposer(s) will provide project plans and specifications, stamped and signed by an engineer or engineers registered in Rhode Island in the appropriate disciplines that provide the following information:

- Overall site plan, including location of PV inverters, routing of electrical lines, and layout of equipment;
- Specifications for equipment procurement and installation;
- System description, including selection of key equipment, mounting details, equipment details, and descriptions;
- All engineering calculations associated with structural and mounting details;
- Performance of equipment components and subsystems;
- Integration of solar PV system into existing power sources, including electrical grid interconnection requirements;
- Controls, monitors, and instrumentation, including Web-based performance monitoring;
- Identification of construction haul routes and areas to be used for construction staging, temporary spoils storage, temporary construction offices and contractor vehicle parking;
- Other information deemed necessary by RIAC and the FAA to facilitate environmental review pursuant to RIDEM and NEPA. Successful Proposer(s) will be responsible for preparing and obtaining approval of the RIDEM and NEPA documents; and,
- A plan for construction and installation.

The successful Proposer(s) will identify at each Project Site appropriate location(s) for the solar PV inverter equipment and its related components that will meet the following criteria:

- Ease of maintenance and monitoring;
- Efficient operation;
- Low operating losses;
- Secured location.

As it applies to the installation, the successful Proposer(s) will supply all equipment, materials, and labor necessary to install the Solar PV Facility(ies) and integrate it/them with RIAC's other power sources. All equipment and materials shall be new. The system will be fully functional and all work necessary to provide the functional system will be provided by the successful Proposer(s). This will also include, but not be limited to, site preparation, installation of solar support and rack systems, solar, temperature and wind switchgear equipment, metering, inverters, trenching, cable, conduit, site restoration including repair of pavement, panels, and related work as approved by RIAC. Installation activities, including times of access, will be coordinated with the RIAC representative.

The successful Proposer(s) will prepare a Work Plan for review and approval by RIAC that specifies vehicle access routes, work area boundary limits, equipment staging areas, materials laydown locations, installation methods, and procedures sufficient to optimize safety, prevent accidents and

eliminate unsafe vehicle and personnel interaction with airport vehicles and aircraft. The operating procedures will be sufficiently detailed to clearly indicate specific actions to be taken by the successful Proposer(s) to prevent vehicle and worker conflict with the operations of SMF.

The successful Proposer(s) will install all necessary electrical infrastructures between the solar facility and its respective vault. Coordination with the Energy Supplier will be required to confirm RIAC meters will comply with net-metering laws. The design of the electrical system will comply with all applicable standards.

The successful Proposer(s) will fulfill all application, study, and testing procedures to complete the interconnection process and provide all coordination necessary with the Energy Supplier for implementation of the interconnection.

Site Maintenance

Site maintenance of the grounds is expected to be the responsibility of the successful Proposer(s).

Operation and Maintenance Manuals and As-Built Drawings

While the successful Proposer(s) will be responsible for Operation and Maintenance (O&M) over the term of the agreement, RIAC wishes to be informed of the O&M requirements for the system. Therefore, the successful Proposer(s) will provide complete sets of O&M manuals to RIAC and in electronic format. The O&M manuals will contain the operation, maintenance, and parts manuals for the installed solar PV system components. The O&M manuals will cover all components, options, and accessories supplied. The O&M manuals will include response time commitments, maintenance, trouble-shooting, and safety precautions specific to the supplied equipment.

The successful Proposer(s) will also provide complete sets of as-built drawings, including all aspects of interconnection(s) to existing electrical system. Of particular importance will be accurate representation of all newly constructed components. The successful Proposer(s) will also prepare and supply operating procedures that outline methods for inspection, operation, and maintenance. RIAC reserve the right to shut down the system if it compromises the structure or proper functionality of the airport, or during acts of God. Furthermore, RIAC reserves the right to review the successful Proposer(s) design and approve the solar facility's interconnection with the switchgear and shutdown protocols during a power outage or acts of God.

Minimum System Performance

During start-up, the successful Proposer(s) will demonstrate performance of the system and each system element to the satisfaction of RIAC. Required commissioning and acceptance testing services may include:

- Starting up the solar PV facility until it achieves the performance requirements specified in the agreement.
- Conducting the performance testing over a consecutive 30-day period to confirm that the system operates and meets the design intent. The tests will verify that the system, as installed, is safe for personnel and airport operators, as well as the equipment, and establish or verify system power rating. Test methods and procedures will be used on the installed PV system to determine actual post-construction operational performance and safety characteristics.
- If system performance does not meet the design intent within a fixed period, the system will be rejected and the successful Proposer(s) will modify or redesign the system. Another

fixed period will be granted and will be repeated if needed until an acceptable 30-day test period is completed.

- Providing the successful delivery of power within 30 days following performance test acceptance.

Monitoring

An Internet Monitoring System will be provided by the successful Proposer(s). Data storage, management, and display will be the responsibility of the successful Proposer(s). An independent/Web-based monitoring system is acceptable.

Regularly collected data should reflect, but not be limited, to the following:

- System performance at the system level and down to the lowest reasonably achievable level within the PV system;
- System availability;
- Average and accumulated output (x-minute, hourly, and daily totals) with tabular and graphical outputs available;
- Capacity factor;
- Degradation at the system level and down to the lowest reasonably achievable level within the PV system, and;
- Insolation and ambient temperature data for use in applying the contractual performance requirements.

Warranties and Guarantees:

The successful Proposer(s) will be responsible for any and all manufacturer warranties and other warranty related issues throughout the term of the PPA. The successful Proposer(s) will provide RIAC with a complete system guarantee and a minimum level of service to ensure 24 hours, 7 days a week monitoring of operational capacity, with a response time of less than agreed upon hours when poor system performance occurs.

After the expiration of the PPA, any remaining manufacturer warranties still in affect will be transferred to RIAC. At a minimum the following warranties will apply:

- Any warranty required to qualify a system for available rebates or incentives;
- At least a 20-year PV panel warranty (from time of start-up); and,
- At least a 10-year inverter warranty (from time of start-up).

Post PPA warranties will cover full repair or replacement, parts and labor, for any system elements that fail during the warranty period.

SECTION FOUR - PROPOSAL REQUIREMENTS

Proposals will include five elements:

1. **Cover Letter:** The cover letter will succinctly address the items specified in Sections 1 and 2 of this RFP, including a statement that the Proposer(s) adheres to all requirements in the RFP unless expressly taking exception to an RFP requirement. Such exceptions should be clearly listed in the proposal.

2. **Qualifications:** This section shall include the Proposer(s) qualifications, financial capabilities, past project examples, references, and personnel information.
3. **Technical Specifications:** The Proposer(s) specific technical design will comprise this section.
4. **Costs and Commercial Items:** The fourth element will provide proposed costs per unit of electricity and other commercial items as described in this RFP.
5. **Disadvantaged Business Enterprise (DBE):** In accordance with Title 49, CFR.26, it is RIAC's policy to provide DBEs the opportunity to compete and/or participate in the performance of RIAC contracts.

Proposals will be evaluated relative to the above five elements to determine which best meet the goals and objectives of RIAC as outlined in Section 2: Goals and Objectives. RIAC will negotiate an Agreement(s) with the successful Proposer(s).

4.1 COVER LETTER

The proposal will include a Cover Letter (two pages maximum) signed by a party authorized to obligate the Proposer(s) (and respective team members) to perform the commitments included in the proposal. If a team of firms is submitting the proposal, then the proposal must clearly identify the lead or prime member. The letter must also identify the contact person for future communications and the person responsible for future negotiations with RIAC.

The letter should identify the Proposer(s) overall qualifications and ability to support RIAC in meeting its Goals and Objectives, as well as a statement agreeing to comply with all applicable rules and regulations.

4.2 QUALIFICATIONS ELEMENT

The proposal must provide information that clearly demonstrates the ability of the Proposer(s) (including team members who will design, build, and operate the facility) to fully deliver the Scope of Services generally outlined in Section 3.

Minimum Qualifications

RIAC is seeking Proposer(s) that can:

Demonstrate past PV project experience. The Proposer(s) will demonstrate the technical experience and capability to fully finance, design, build, and operate large-scale grid-connected PV projects in Rhode Island. Within the last seven (7) years, the Proposer(s) should have completed:

- Cumulative project portfolio greater than or equal to 50 MW in size;
- At least three projects of at least 5 MW per parcel; and,
- Projects structured with Power Purchase Agreements (PPAs).

Proposals will include a brief description of all past solar PV projects within the last seven years. Project descriptions will include:

- The project name;

- Location;
- Project size (total cost and project capacity in kW DC);
- Project type – turnkey or third-party energy sales;
- Year completed;
- Name of Project Manager;
- Name of client contact;
- Brief physical description of the project (equipment manufacturer, model, etc.); and,
- A brief discussion of any specific challenges and how they were overcome.

Preferred Qualifications

Special consideration may be given to Proposer(s) that have developed at least one of the PV systems:

- For a public entity and/or an airport owner/operator;
- In National Grid territory; and,
- With a minimum annual and/or minimum total net savings guarantee.

Provide evidence of appropriate proposed PV system technology. The Proposer(s) will demonstrate:

- That the proposed PV system technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards (per all applicable guidelines Energy Supplier interconnection agreements);
- All equipment components must be UL-certified, and meet existing facility structural and fire safety requirements;
- That the proposed PV system technology and equipment would meet or exceed all currently applicable and proposed environmental standards, as well as local, State, and federal codes; and,
- The availability of UL-listed PV modules for delivery and installation within the schedule parameters of this project.

Demonstrate the financial and bonding capacity to complete the work. RIAC's preferred investment deployment to date should be at least \$200 million.

References

Proposals will include at least three recent (i.e., within past seven (7) years) references for power sales of solar PV projects. Please include any projects structured as a PPA. Provide the owner's contact name, title, address, phone numbers, and e-mail address.

Firm Information

The following information will be supplied:

- Name of lead or prime firm and the name of the prime firm's representative.
- Total capacity in kW of PV systems placed into commercial operation or practical demonstration to date. Identify the project type – turnkey or third-party energy sales.
- Names of other team member firms and the persons from those firms dedicated to this program.
- Roles and responsibilities of each team member, and the relationship between the team members. Include an organizational chart.

- A brief description of each team member's firm and their ability to contribute to successful solar PV program implementation (history, performance of similar scope of services, etc.).
- History of past projects that the team members have worked on together.
- History of PPAs entered into and price per and annual kilowatt hours (kWh) of energy generated.
- Identify any subcontractors the proposer(s) intends to employ in execution of the project. Discuss their location, role and provide information on subcontractors' experience performing similar work.

Personnel Information

Proposals will include resumes (2-page max) for key personnel to be involved with this project, including any subcontractors.

Financial Capacity

Proposals will include audited financial statements for the past three (3) years for the Proposer or the lead/prime firm if a team proposal. Proposer(s) will also demonstrate that they or key members of their team (i.e., general contractor) have the bonding capacity to accommodate the potential magnitude of the program. Proposer(s) should describe their bonding capacity and name the relevant sureties or insurance companies that serve as their performance bonding agent.

Special Funding

This section refers to special funding opportunities, such as grants, in addition to typical funding incentives (e.g., federal ITCs) that could also be used to implement the project. RIAC has NOT applied for any solar PV grants or incentives at this time.

If special funding opportunities are identified, the Proposer(s) is required to present separate pricing scenarios: (1) with typical funding incentives only (**Note:** Proposer(s) will provide schedules and financial scenarios under the 30% ITC, currently set to expire December 31, 2016, and 10% ITC thereafter), and (2) with typical and special funding opportunities.

Contractual Compliance with Warranty and Performance Requirements

Proposer(s) will provide a statement indicating commitment to the minimum warranties outlined above in Section 3 and the contract performance requirements stated in the Cost and Commercial Element section below.

Litigation

Indicate whether the Proposer(s) or any team member or any officers or principals have been party to any lawsuit involving the performance of any equipment it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits.

4.3 TECHNICAL SPECIFICATIONS ELEMENT

This element will present technical information related to the Proposer(s) solar facility, including a technical description of the proposed PV system and a project implementation schedule. For this element of the proposal, Proposer(s) are asked to submit technical proposals that optimize kWh PV output based on the electrical load and area available for mounting PV systems. It is the Proposer(s) responsibility to validate the available area for the facility based on the information provided in

Exhibit 1. Peak and annual power production will both be evaluated.

Technical Description

Proposer(s) will provide the following technical description of the technologies they propose to install:

- Proposed PV panel layouts for each selected Site proposal;
- Proposed method and detail description of point of connection(s) to RIACs electrical infrastructure and Energy Supplier service(s), including but not limited to any safety interlocks, overcurrent protection, etc.
- Technical specifications on mechanical parts proposed for use including but not limited to:
 - PV Modules;
 - PV Inverter Equipment;
 - PV Support System; and,
 - Electrical Equipment.
- O&M requirements, including personnel and hours.
- Potential Energy Generation Description

Monitoring Description

Proposer(s) will also describe the monitoring system that will be installed including:

- Equipment requirements;
- Data output including a list of data that are available and all calculated variables that are available;
- Describe how the information needed, as described in Section 3, Scope of Services, will be provided by the proposed monitoring system.

Implementation Schedule

The Proposer(s) will provide an Implementation Schedule for the project. The Proposer(s) will include all steps and actions in the project schedule that the RIAC must take to complete the project on the schedule proposed by the Proposer(s).

It is RIAC's desire to assist in taking advantage of the 30% ITC, set to expire December 31, 2016. Please provide a schedule or schedules that show the feasibility of meeting this deadline on one or more sites.

4.4 COST AND COMMERCIAL ELEMENT

The following items will be included in the Cost and Commercial Element of the Proposal:

Project Financial Summary

RIAC wishes to have Proposer(s) propose a PPA and/or lease arrangements for duration(s) anywhere between six (6) years (five-year accelerated depreciation and subsequent seventh year structured buy out) to 30 years; a ten-year structure may also be proposed, clearly demonstrating the benefits, advantages and disadvantages to RIAC under all proposed arrangements. The proposals should include the following information:

1. Proposed Funding Sources

Proposer(s) will provide proposed sources of project funding, such as loans, state or federal rebates or incentives and loan sources. Proposer(s) are not to expect or include any capital outlay from RIAC. Details of the funding sources, such as interest rates of loans, financing horizons, tax appetite, should be included.

2. Proposed Term Financial Analysis

For each proposal, submit an annual financial analysis that covers the period of the associated time period of the proposer(s) proposal. The financial analysis will present a summary of costs and benefits for RIAC during the agreement term of power production. The summary will include the following:

- All costs to RIAC including contract costs with Proposer(s).
- Incentives, rebates and tax credits (including accelerated depreciation) to be received.
- Incentives will be limited to the foreseeable programs available to this project, including federal, state and local programs. The Proposer(s) will list and describe each incentive program, and any limitations, to include schedule, that would apply to this project.
- The value of avoided electricity costs to RIAC. Avoided electrical costs will be based upon the following information:
 - Projected energy demands of each meter based on information presented in Exhibit 2.
 - An assumed cost of electricity for RIAC based on the Energy Supplier billing rate. RIAC is a National Grid customer.
 - Assumed escalation rate(s) for electricity prices
 - Proposer(s) assumed rate of PV degradation.
 - System electrical production will be summarized from data developed for the technical description (see Section 4.3), in kWh per year.

Business Relationship/Alternative Commercial Arrangements

Proposer(s) should clearly and succinctly outline and explain their proposed business structure. Proposer(s) should bring forward provisions that will optimize the financial benefits to RIAC and ensure project viability for the successful Proposer(s).

Contract Performance Requirements

Overall performance requirements are to be specified in the PPA and/or lease arrangement. These requirements would be in the form of guaranteed production from the PV system in its first full year of operation and guaranteed not-to-exceed degradation in production for each year of the Agreement after the first year. The Agreement will include such overall quantitative performance requirements and reflect the fact that the successful Proposer(s) must take all necessary actions to achieve the specified performance requirements over the course of the Agreement. The Proposer will provide its proposed first year energy production and degradation rate in the technical description of the proposal.

4.5 Disadvantaged Business Enterprise (DBE)

A preliminary DBE participation goal of 8.6% has been established for this contract and should be

assumed within the context of your submission. Proposer(s) should show a good faith effort in meeting this goal.

SECTION FIVE - PROPOSAL SUBMISSION

5.1 SUBMITTING A PROPOSAL

Proposers shall submit one (1) electronic (thumb/flash drive only accepted) and five (5) printed copies of the proposal to:

Office of Procurement
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road, 3rd Floor
Warwick, RI 02886-1533

Attn: Solar Photovoltaic Generating Systems (Solar Farms) – Contract No. 26124

All Proposals must be received at the address below no later than **2:00 p.m. Eastern Standard Time on October 21, 2015**. Late submissions will not be accepted. All Proposals must be addressed to:

All Proposals will be time-stamped upon receipt and any proposals received after the time specified above will be returned unopened. In order to control the dissemination of information regarding this RFP, organizations interested in submitting proposals shall not make personal contact with any member of the RIAC staff. Questions concerning this Request for Proposals (RFP) should be directed, via email, to procurement@pvdairport.com no later than 1:00p.m., October 7, 2015. RIAC will respond to all relevant questions no later than October 12, 2015 addendum. This addendum will be posted to RIAC's website (www.pvdairport.com/corporate/procurement) and to the State of Rhode Island's Division of Purchasing website (www.purchasing.ri.gov/).

RIAC accepts no financial responsibility for any costs incurred by a proposer in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the consultant certifies that it has fully read and understands the RFP, has full knowledge of the Description of Work to be provided, and accepts the terms and conditions under which the services are to be performed.

RIAC reserves the right to interview some, all or none of the firms responding to this RFP based solely on its judgment as to the firm(s) proposals and capabilities. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least ninety (90) days after the time and date set for submission.

Procedures respecting submittals and the selection of a firm shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

5.2 PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference will be held on September 30, 2015 at 1:00 PM at: T.F. Green Airport, 2000 Post Road, Board Room (second floor).

5.3 PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee which will be seeking to distinguish which Proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of RIAC. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria.

1. **Costs** – 40%
2. **Qualification** – 40%
3. **Technical Specifications** – 20%

SECTION SIX - REQUIREMENTS

6.1 REQUIREMENTS

A. *Standard Land Lease Agreement*

RIAC's standard Land Lease Agreements (shown under Exhibit 3). RIAC expects the Proposer to execute this form of Land Lease. Any exceptions to the terms **must** be noted as part of your proposal(s). RIAC reserves the right to accept, reject or modify any exceptions noted.

B. *Insurance Requirements*

Evidence of the following minimum insurance coverage must be provided:

- General Liability limits of \$1,000,000 per occurrence.
- Motor Vehicle Liability Insurance with limits of \$1,000,000 per occurrence.
- Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- Umbrella Liability limits of \$10,000,000 excess of \$1,000,000 primary layer for airfield construction services, otherwise \$5,000,000.
- Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence.

C. *Campaign Finance Compliance*

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056).

D. *Major State Decision-Maker*

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

For purposes of this question, "Major State Decision-Maker" means:

- i. All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- ii. All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- iii. All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

EXHIBIT 1
RIAC Solar Project, Site Assessment Memorandum

HMMH

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MEMORANDUM

To: Daniel Porter, RIAC
From: Stephen Barrett, HMMH
Copy: Nicholas Stefaniak, LBG
Date: September 7, 2015
Subject: RIAC Solar Project Siting
Reference: HMMH Project Number 307600

The Rhode Island Airport Corporation (RIAC) is interested in the feasibility of installing solar photovoltaic (PV) projects at the six airports that it operates: Block Island (BID), Quonset (OQU), TF Green (PVD), North Central (SFZ), Newport (UUU), and Westerly (WST). To provide information for its decision-making process, HMMH is working with the Louis Berger Group (LBG) on a Solar Feasibility Study for RIAC. The solar feasibility study is a planning tool that will be used by RIAC to determine how to proceed with solar deployment on airport property in order to accrue final benefits to the airport.



Work associated with completing the feasibility study is organized into six tasks focused on various aspects of evaluating the technical and financial feasibility of airport solar projects and various development scenarios. Task 1 was a site visit to inspect the six airports for potential siting opportunities. This memo addresses our initial findings for Task 2, an Airport Land Use and Technical Analysis, whose purpose is to identify suitable sites.

Evaluation of Sites

As supported by the analysis described in this memo, HMMH has evaluated a suite of airport sites to assess their feasibility for solar power development. The sites are ranked by the following categories: likely feasible, potentially feasible, likely infeasible, and infeasible.

- Likely feasible sites are those that are consistent with the Airport Layout Plan (ALP) and Federal Aviation Administration (FAA) safety zones, have no environmental resources to complicate the approval process, appear to be close to existing electrical infrastructure based on available information, and can comply with FAA ocular hazard standards.
- Potentially feasible sites are similar to the first category except that there is some uncertainty about either the available environmental information or the existing electrical infrastructure.
- Likely infeasible sites are those that are not excluded for some other reason (e.g., glare, wetlands) but are in remote areas that appear to require more cost to develop and interconnect, and have greater uncertainty.
- The infeasible sites are those that did not meet the FAA ocular hazard standard even when alternative designs were tested or, in one case, the entire site is a wetland and not developable.

The environmental and electrical interconnection information utilized in this study is screening level based on available information and a desktop analysis. It should be confirmed by any entity looking to develop a particular site that has been identified.

The glare modeling performed for each site is accurate for the design parameters that have been inserted into the Solar Glare Hazard Analysis Tool (SGHAT) which was used for evaluating glare as required by the FAA. Any proponent will need to replicate the modeling results and submit them to the FAA to obtain formal approval of the project before pursuing construction.

For planning purposes, we have also provided a nameplate electricity generation capacity for each site based on the project area as estimated using Google Earth measuring tool. For ground-mounted sites, we used the standard factor of five acres of land required to build a 1 MW solar project. For a roof mounted project, we

decided to use a factor associated with the West Davisville rooftop solar project in the Quonset Business Park which includes 3.3 acres of rooftop to generate 1 MW of solar.

See Table 1 for a summary of sites, attributes, and ranking. We recommend that only the sites listed as infeasible be excluded from future consideration at this time.



Table 1. Solar Project Site Attributes and Rank

Site #	Rank	Location	Acres	MW	Comment
BID-1	Likely Feasible	Behind Terminal	2.06	0.41	Interconnection needs to be assessed
BID-2	Likely Infeasible	Across Center Road	2.52	0.50	Wooded Area
BID-3	Infeasible	Runway 10 approach	1.37	0.27	Glare Problem
OQU-1	Potentially Feasible	North of Runway 16 end and near pond	2.06	0.41	Interconnection uncertain
OQU-2	Likely Feasible	Roof of Jet Center and hangar	1.14	0.34	Requires structural assessment, more costly than ground-mount
OQU-3	Likely Infeasible	Airfield near Bay	9.18	1.84	Distance to interconnect, contamination, floodplain
OQU-4	Infeasible	Airfield near Bay	22.95	4.59	Glare Problem
OQU-5	Potentially Feasible	East of Runway 16	11.70	2.34	Interconnection uncertain
PVD-1	Likely Infeasible	In RPZ to Runway 23	1.65	0.33	Only small project complies with FAA, located in the RPZ
PVD-2	Likely Feasible	Garages A & B	1.54	0.47	More costly than ground-mount
PVD-3	Likely Feasible	Roof of Interlink Garage	2.99	0.60	More costly than ground-mount
PVD-4	Likely Feasible	Surface Parking Lot	10.12	2.02	Most costly than ground-mount
PVD-5	Potentially Feasible	Sliver of land east of Warwick Industrial Dr.	2.75	0.55	Issues include interconnection and proximity to residences
PVD-6	Infeasible	South of Winslow Park	2.75	0.55	Glare problem
SFZ-1	Likely Infeasible	Adjacent to Runway 23	8.20	1.64	Isolated from roads and infrastructure, difficult to develop, wetlands
SFZ-2	Likely Infeasible	Across Harris Road	9.18	1.84	Isolated from roads and infrastructure, difficult to develop, wetlands
SFZ-3	Likely Feasible	Adjacent to Runway 33	6.42	1.26	Interconnection needs to be assessed
SFZ-4	Likely Feasible	Behind Terminal Bldg	3.21	1.28	Interconnection needs to be assessed
SFZ-5	Likely Feasible	Across Rte. 123	6.31	0.64	Interconnection needs to be assessed



Table 1. Solar Project Site Attributes and Rank (continued)

Site #	Rank	Location	Acres	MW	Comment
UUU-1	Likely Feasible	Behind Terminal Bldg	5.16	1.03	Interconnection needs to be assessed
UUU-2	Likely Feasible	South of Terminal Bldg	0.80	0.16	Interconnection needs to be assessed
UUU-3	Potentially Feasible	East of Runway 22	3.09	0.62	Interconnection uncertain
WST-1	Infeasible	North of Runway 25	5.16	1.03	Glare problem
WST-2	Infeasible	Adjacent and south of Runway 14	6.34	1.27	Entire site is wetlands
WST-3	Infeasible	Between Runways 25 & 32	12.62	2.52	Glare problem



Airport Solar Projects

There has been widespread adoption of solar PV by airports throughout the world. This activity has been driven by the expanding solar PV market and associated financial benefits to airports from lease payments and electricity price stabilization over the term of a long-term contract. In addition, airports are regularly seeking to make their operations more sustainable which has been an important but supplementary benefit. Furthermore, the flexible options in siting solar have provided airports with various options to consider a solar project that meets the scale and needs of an individual facility. There are approximately 70 solar PV facilities currently generating electricity at airports in the U.S. They are located in the airfield, on top of buildings, and as covered parking over surface parking areas and on top deck of parking garages. Some of the facilities are owned by the airport while others are owned by private companies that lease property from the airport.

In response to growing interest in deploying solar PV at airports, the Federal Aviation Administration (FAA) has issued solar policy and guidance. In November 2010, it published "Technical Guidance for Evaluating Selected Solar Technologies at Airports" which communicated to the industry basic information on solar technology, information on projects deployed at airports in the U.S., and guidance for general siting and FAA oversight responsibility. In September 2012, the FAA released "Interim Guidance on Land Uses in the Runway Protection Zone" which stated that certain unoccupied infrastructure including solar proposed in the RPZ would require an alternatives analysis for review by FAA Airports office before proceeding. In October 2013, the FAA published in the Federal Register "Interim Policy on Solar Projects at Airports" which specified information required to assess potential glare from solar projects on airport property and the standards the FAA would apply to determine if glare was acceptable. These policies have minimized potential regulatory risk associated with the review of solar projects which has resulted in a continued expansion in airport solar projects.

Description of Task

HMMH is working with LBG in the preparation of an airport land use and technical analysis. The purpose of this work is to determine the physical feasibility of solar projects at the six airports and to identify the most suitable sites. Physical feasibility is conducted primarily by evaluating various mapping data to exclude sites and prioritize the remainder based on cost-effectiveness and minimizing development risk. Sites were identified through discussions with RIAC staff and reviewed during an initial site visit conducted under Task 1. The mapping layers used for the siting evaluation include:

- Federal Aviation Administration (FAA) airport design guidelines,
- electrical infrastructure,
- environmental resources, and

- FAA glare standards.

FAA Design Guidelines

The FAA airport design guidelines are presented for each airport on its Airport Layout Plan (ALP). The team utilized CAD files from the ALPs or otherwise digitized important information including safety zones (e.g., Runway Protection Zone, Object Free Areas), Part 77 surfaces, and navigational aids at each of the six airports. Some airport zones, including those identified as Object Free Areas (OFA), cannot accommodate non-aeronautical structures and are excluded from consideration for solar. Other areas, like the Runway Protection Zone (RPZ), allow the siting of unoccupied structures like solar but would require that an alternatives analysis be prepared and submitted to the FAA to demonstrate why the facility must be located in the RPZ. Part 77 limits the height of structures near the airport runway, which is often not an issue for solar projects given their limited vertical footprint. Similarly, navigational aids (or NAVAIDs) like radars are signal communication and processing systems which are impacted when objects obstruct the signal path, typically not an issue for low profile solar projects.

Electrical Infrastructure



LBG met with RIAC's utility staff to identify primary components of the on-site electrical infrastructure network which were then digitized as a data layer. This electrical information is at a relatively high-level and, in most cases, supports the concept of where the electricity from the electrical grid is delivered to the airport. Once sites are finalized, it will be important for project developers to confirm the feasibility of interconnecting a project of a particular size to the existing electrical infrastructure network. Information on the capacity of the off-site electrical network was not available and would also need to be confirmed as future parties as the degree of feasibility for some sites relies on this information.

Environmental Resources

HMMH then overlaid environmental mapping data, such as wetlands and floodplains, available from Rhode Island Geographic Information Systems (RI GIS) office. The environmental information helps to identify areas where environmental permits may be required and project development may be comparatively more complex and potentially costly. Sites with no identified environmental resources are more advantageous as they can be developed more cost-effectively with less risk due to limited permitting requirements. While projects can often be sited around environmental resources, in some cases, sites may be excluded due to extensive coverage of the resource.

FAA Glare Standards

Once project sites are prioritized, they are evaluated for potential glare impacts using the FAA's Solar Glare Hazard Analysis Tool (SGHAT) to determine if the project site could comply with the FAA's ocular hazard standard. The FAA's Interim Solar Policy issued October 23, 2013 describes the procedure for evaluating glare to potentially impact sensitive airport receptors and the standards the FAA uses to determine if the glare will result in a significant impact. The FAA requires the use of SGHAT or a similar modeling tool to evaluate glare from the proposed project site and the potential impact on the Air Traffic Control Tower (ATCT) and on aircraft on final approach to all airport runways. The policy also includes the FAA's ocular hazard standard which states that the FAA will object to any project that produces glare on the ATCT, as well as projects that produce a potential for a temporary after-image (yellow glare recorded by the model) or potential for permanent eye damage (red glare recorded by the model) on aircraft. For this portion of the siting study, we have used typical "base" design parameters that a solar engineer would proscribe to maximize electricity generation and minimize cost. For ground-mounted sites, this included panels with a tilt angle of 10° facing 180° (due south) raised an average of 10 feet above ground level. For roof-mounted structures, we assumed a flat roof with the same basic design features of the ground-mounted projects (i.e. 10° tilt angle); however, the panels were angled toward the south to an azimuth consistent with the building orientation and we assumed that the panels would not be elevated above the roof. For solar canopies, we assumed that the height of the panels would be an average of 18 feet above ground level to allow the sites to accommodate cars to be parked under

the panel canopies and the panels would be oriented toward the south in a direction consistent with the garage and striping orientation.

Results

The results of the siting analysis are provided in maps and tables which are included in Attachment A. There are six maps (A-1 to A-6), one for each airport, which show the location of identified potential solar project sites labeled with an identifier on an aerial photograph allowing for the sites to be reviewed relative to airport features (e.g., runways, buildings). Each map also includes the property boundary, airport safety zones, available electrical infrastructure information, and environmental resources so that potential solar sites can be reviewed relative to this information. There are also six table (A-1 to A-6) which summarize the same type of information such that each site can be reviewed relative to each of the siting criteria (e.g. safety area, electrical, environmental).

The table also identifies whether or not the solar project site using the base project design complies with the FAA's ocular hazard standard. The base design for ground-mounted projects is 10° tilt angle facing 180° (due south). For roof top and canopy projects, we used the 10° tilt but oriented the panels toward the south but in alignment with the parking and roof orientation. Where the modeling results for the base design did not comply with FAA ocular hazard standards, we looked at practical alternative designs. Table 2 lists the compliance of each project site with FAA glare standards and the design that achieved compliance where applicable. We have also provided the SGHAT glare modeling results for each airport site as Attachment B.

The following is a summary of the analysis for each airport.

BID: Solar opportunities at Block Island State Airport (BID) are limited by the availability of suitable land, expected electricity infrastructure capacity constraints, sensitive natural habitats, and potential opposition by neighbors from impact on aesthetics. Three potential sites were identified for analysis.

- **BID-1** is the most feasible site identified due to its close proximity to the Terminal Building and existing electrical infrastructure, and the existing cleared condition of the land which reduces environmental impacts and construction costs. The site could support a 400 kW ground-mounted facility. The base design produced negative glare inconsistent with FAA policy; however an alternative design oriented 160° slightly east of south would meet the glare standard without significant reduction in electricity production.
- **BID-2** is relatively proximate to the electrical infrastructure associated with the terminal building; however, it is a wooded property which introduces several risks. First, development costs will increase for clearing and grading. Second, the wooded site may have wetlands and habitat issues that are not yet known which may render part of the site undevelopable, and may lead to increased development costs. Third, clearing the land for solar has a greater aesthetic impact and may lead to greater chance of local opposition. The base design for the site did not meet the FAA glare standard. No additional designs were evaluated at this time given the overall low suitability of the project site.
- **BID-3** is generally unfavorable given its remote location distant from the roadway and potential interconnection locations. The site also has wetlands identified along its southern boundary. The base design for the site did not meet the FAA glare standard. No additional designs were evaluated at this time given the overall low suitability of the project site.

OQU: Quonset State Airport (OQU) is adjacent to the Quonset Business Park and connected to a relatively densely developed area with expected robust electrical infrastructure. The airfield also has a long history of military use and there may be some risk of encountering associated environmental issues. Much of the airfield located near the bay is in a floodplain, which introduces potential property damage and permitting risk, and this area is cut off from existing infrastructure by the runways. The following five potential sites were evaluated.

- **OQU-1** is a relatively small site in a cleared area with access to existing infrastructure to the north of the airport. The site complied with the FAA glare standard for the base design. A potential electrical interconnection directly to the National Grid system would need to be explored.

Table 2. FAA Glare Compliance

Site #	Location	Comply with FAA?	Azimuth / Tilt ¹
BID-1	Behind Terminal	Yes	160° / 10°
BID-2	Across Center Road	No	n/a
BID-3	Runway 10 approach	No	n/a
OQU-1	North of Runway 16 end and near pond	Yes	180° / 10°
OQU-2	Roof of Jet Center and hangar	Yes	240° / 10°
OQU-3	Airfield near Bay	Yes	120° / 10°
OQU-4	Airfield near Bay	No	n/a
OQU-5	East of Runway 16	Yes	140° / 10°
PVD-1	In RPZ to Runway 23	Yes	240° / 10°
PVD-2	Garages A & B	Yes	190° / 10°
PVD-3	Roof of Interlink Garage	Yes	220° / 10°
PVD-4	Surface Parking Lot	Yes	220° / 10°
PVD-5	Sliver of land east of Warwick Industrial Dr.	Yes	120° / 25°
PVD-6	South of Winslow Park	No	n/a
SFZ-1	Adjacent to Runway 23	No	n/a
SFZ-2	Across Harris Road	Yes	180° / 10°
SFZ-3	Adjacent to Runway 33	Yes	120° / 10°
SFZ-4	Behind Terminal Bldg	Yes	160° / 10°
SFZ-5	Across Rte. 123	Yes	120° / 10°
UUU-1	Behind Terminal Bldg	Yes	240° / 10°
UUU-2	South of Terminal Bldg	Yes	180° / 10°
UUU-3	East of Runway 22	Yes	180° / 10°

¹. Electricity generation is maximized when the panels are tilted towards due south or 180°. The amount of tilt can vary based on degree of latitude but generally between 10 and 25 degrees of tilt is preferred. As tilt increases above 25 degrees, wind loads exert a greater impact and the structure necessary to keep the panel stable must be augmented increasing costs. Panels tilted or facing due south is identified as having an azimuth or orientation angle of 180°. A change of 5 degrees from due south (i.e., 175° or 185°) will not measurably affect electricity production but greater offsets either toward the southeast (with lower azimuth angles) or southwest (with higher azimuth angles) will result in a reduction in electricity production. While no decrease in electricity production is good, a rule of thumb for acceptable electricity reduction is between 120° and 270°. In evaluating alternatives for sites to mitigate glare, we adjusted the azimuth angle in this range. Altering the tilt angle typically will not mitigate glare, however, there are exceptions as demonstrated in PVD-5.



- **OQU-2** is comprised of two building rooftops: the Providence Jet Center, and its adjacent hangar. These sites are limited in size and would have greater unit costs to construct compared to a ground-mounted facility. However, the sites are close to existing infrastructure and would have no environmental permitting issues. We modeled the building installations with panels located based on orientation of the roof and they each met the FAA glare standard.
- **OQU-3** is a fairly large site on the east side of the airport adjacent to the bay. It is far from the existing electrical infrastructure which would be a significant development cost. The east side of the property also has risks associated with location in a floodplain which may introduce permitting complexity and could be exposed to storm damage. Pavement may likely need to be removed and the history of environmental contamination is uncertain further increasing potential development risks. The base design did not meet the FAA glare standard; however a modified design with an orientation to the southeast at 120° is feasible.
- **OQU-4** is a very large site also located on the east side of the airfield and therefore has the same risks associated with high development costs to interconnect a system, potential floodplain impacts, and unknown environmental contamination from past military activities. We were unable to identify a design that would comply with the FAA glare standard and therefore have deemed the site to be infeasible.
- **OQU-5** is located in a cleared and relatively flat airfield area on the north side of the airport suggesting that the site could be cost-effective to develop if the facilities can be directly interconnected to the existing electrical network on Jones Road. The base design did not comply with FAA glare standards; however an alternative design with a 140° orientation achieves compliance.



PVD: Six potential solar project sites have been identified at TF Green International Airport (PVD). PVD is densely developed with limited room for locating a larger ground-mounted solar facility. However, PVD has a large energy load connected by a robust electrical infrastructure network which provides for additional opportunity. Solar projects constructed in the developed airport on buildings or over parking areas are more expensive to construct than flat, airfield sites. While such projects requiring more complex design and engineering strategy, they typically have limited environmental permitting risk.

- **PVD-1** is located in the RPZ which would require an alternatives analysis and approval from FAA headquarters. Buckeye Brook also bisects the parcel placing further constraints on siting. The identified project did not comply with the FAA glare standard so a smaller project was located east of the intersection of Airport Road and Commerce Drive, and this project would meet the FAA glare standard.
- **PVD-2** is comprised of the rooftop of two adjacent parking garages. Garage top designs with canopy structures have been developed successfully at other airports (BOS, MHT, MSP) without loss of parking capacity. The garages are near the terminal campus, close to the airport's primary electricity load and supported by existing electrical infrastructure. Each of the parking sites was analyzed separately (PVD-2a and PVD-2b) for the purposes of running the glare modeling but is considered a single project site for implementation purposes to increase its cost-effectiveness. The sites complied with the glare standard for both a due south azimuth and an alternative shifted to the southwest more in-line with the buildings' orientation.
- **PVD-3** is located on the roof of the Interlink Garage. It would be similar to PVD-2 and could be more cost-effective if constructed as a single project on all three rooftops. The base design with a 180° azimuth cast glare on the ATCT and did not comply with the FAA glare standard. However, alternatives with azimuth of 160° and 220° both met the standard and appear to be feasible.
- **PVD-4** is a large surface parking canopy project, which like the building mounted designs (PVD-2 and 3), are more costly to build, but may enjoy some economies of scale given its large size. The interconnection strategy will need to be reviewed. It is further from the Terminal complex but expected to be in close proximity to existing electrical infrastructure. However, it is unclear if it is near sufficient capacity owned by the airport or the electric utility. The base design did not comply with the

FAA glare standard but an alternative (azimuth of 220°) which would be closely aligned with the parking lots orientation was compliant.

- **PVD-5** is a ground mounted site at the southeast fringe of the airport near the intersection of Main Avenue and Warwick Industrial Drive. It is a long and narrow parcel of land which constrains potential siting flexibility and electricity production. A base design with a 180° azimuth may be difficult to develop as it would result in many short array strings. It is also adjacent to residential areas along Sundance Street to the east which may engender some opposition to its development. We modeled the base design and it cast hazardous glare on aircraft landing at Runway 5. A more viable design aligned with the length of the parcel would have the panels facing southeast and a feasible design with an azimuth of 120° and a tilt angle of 25° produced modeling result compliant with the FAA glare standard.
- **PVD-6** is a ground-mounted site located north of the ATCT between Runway 34 and the recently constructed Winslow Park. It is located in a relatively remote area of the airport accessed through nearby residential properties which suggests that the electrical infrastructure may require upgrading to support its development. The site is relatively close to the runway and the ATCT just to the south. The site was excluded from future consideration when no feasible design could be identified that would be compliant with the FAA's glare standard.



SFZ: North Central Airport (SFZ) is located in a relatively developed area between Providence and Smithfield. While the airport serves General Aviation and does not have a significant electrical load, the areas adjacent to the airport are commercial and industrial which suggests that the electricity infrastructure may have capacity to carry power from a solar project. The airport also has some land available to support solar including parcels relatively close to the terminal which may be feasible given the modest plans for near-term aeronautical development. Other undeveloped parcels of land are less favorable due to high land clearing and grading cost, and uncertainty about environmental permitting and electrical interconnection.

- **SFZ-1** is located alongside and west of Runway 23. The area requires regular maintenance by the airport and locating a solar project in this area would have the dual benefit of providing a financial benefit of a lease and future avoided costs associated with vegetation management. Environmental mapping shows extensive wetlands in the middle of the site making it practically unsuitable for solar. Furthermore, the airport's electrical infrastructure is on the opposite side of Runway 23 which would require the facility to interconnect with the businesses off-site. The project site in base design did not comply with the FAA glare standards. Given its overall unfavorable condition for development, we did not assess the potential compliance of alternatives.
- **SFZ-2** is a similar site located between Runway End 15 and Harris Road. Environmental mapping shows extensive wetlands and the interconnection would be to Harris Road and Route 116 where the existing capacity is not currently known. Another drawback to SFZ-2 is that the land is heavily wooded and would need to be cleared and graded which increases development costs. The site meets the FAA glare standard using the base design.
- **SFZ-3** is a somewhat larger parcel of land which is part of the cleared airfield east of Runway 33. It also is relatively close to the existing airport interconnection point and infrastructure serving the industrial area. There is reported to be a burial area that was not identified through RI GIS that would need to be considered during siting. The base design did not meet glare standards but an alternative design with a tilt angle of 10° and an azimuth of 120° did comply.
- **SFZ-4** and **SFZ-5** are both located close to the terminal building and existing electricity infrastructure both on and off airport. The sites are forested but appear to be relatively flat and accessible from existing developed areas. The neighboring land uses are industrial suggesting both a robust electricity infrastructure and a lack of potential neighborly opposition to a solar project. Neither site met glare standards for the base design; however alternative designs were identified as compliant: SFZ-4 with a tilt angle of 10° and an azimuth of 120°; and SFZ-5 with a tilt angle of 10° and an azimuth of 160°.

UUU: Solar siting at Newport State Airport is limited by available space. The potential to interconnect is uncertain although it is expected that there should be some electrical infrastructure capacity in the area given

the relative density of development. The sites that have been identified are in the managed airfield and do not pose environmental and development uncertainty. A few sites close to the terminal building look to be opportunities.

- **UUU-1** is located west of and behind the terminal building. Wetlands have been delineated to the west establishing a clear limit of work. The area is presently cleared and managed by the airport. The electrical infrastructure serving the airport is adjacent to the site. The base design did not meet the FAA glare standard; however, an alternative design with a 10° tilt angle and an azimuth of 240° is compliant.
- **UUU-2** is also located near the terminal building. It is a developed area used for temporary storage with no known environmental issues. It could also be served by the same electrical interconnection as UUU-1. The base design with a 10° tilt angle and an azimuth of 180° complies with FAA glare standards.
- **UUU-3** is located east of Runway 22 in a narrow cleared area between the object free area and the property line and forested lands to the east. To be feasibly and cost-effectively interconnected, the site would need approval to directly interconnect with the utility's infrastructure on Oliphant Lane. A wetland is identified along the southern edge of the proposed area and on-site work would likely be required to confirm wetland resources and avoid impact. The base design with a 10° tilt angle and an azimuth of 180° complies with FAA glare standards.



WST: Solar siting at Westerly State Airport is limited by the availability of cleared airfield. Three sites have been identified and each is presently forested which increases development costs and potential environmental permitting risk. The electrical infrastructure in the area is not known; however, its northern boundary is with Route 1 which suggests a potential corridor for power distribution as well.

- **WST-1** is located north of Runway End 25. A portion of the area is wooded and there are residences nearby to the west. Developing a wooded site increases construction costs. The interconnection would need to be directly to the off-site electrical network along Route 1 which would be expected to provide capacity if the direct interconnection were allowed by National Grid. Due to the close proximity of the project between the approach to Runway 25 to the east and Runway 14 to the west, we could not identify a design that would comply with the FAA's glare standard.
- **WST-2** is a large wooded area between Airport Road and Runway End 14. Environmental mapping shows that the entire site is wetland and therefore it has been considered infeasible.
- **WST-3** is located east of Runway End 25. It would also require forest clearing, is close to a residential area, and would depend on a direct interconnection to Route 1 similar to WST-1. Due to the close proximity of the project between the approach to Runway 25 to the east and Runway 14 to the west, we could not identify a design that would comply with the FAA's glare standard.

Conclusions

RIAC is interested in determining if there are potential sites at its six airports where solar PV could be installed in a manner that is compatible with existing aviation uses and in a cost-effective way. This report has identified potential project sites that are feasible given available information on airport land uses, environmental resources, and existing electrical infrastructure. We then analyzed the sites for compliance with the FAA's Interim Solar Policy and Ocular Hazard Standard using a typical solar design appropriate for each site. A handful of the sites demonstrated compliance with a base solar design and we identified alternative designs for other sites that complied with the standard without significantly impacting solar electricity generation. Because private solar developers may be able to collect additional information on individual sites to improve its technical and financial feasibility, we recommend that only those sites that could not achieve compliance with FAA glare standards or are undevelopable because of environmental resources and are ranked as "Infeasible" be eliminated from consideration at this time.

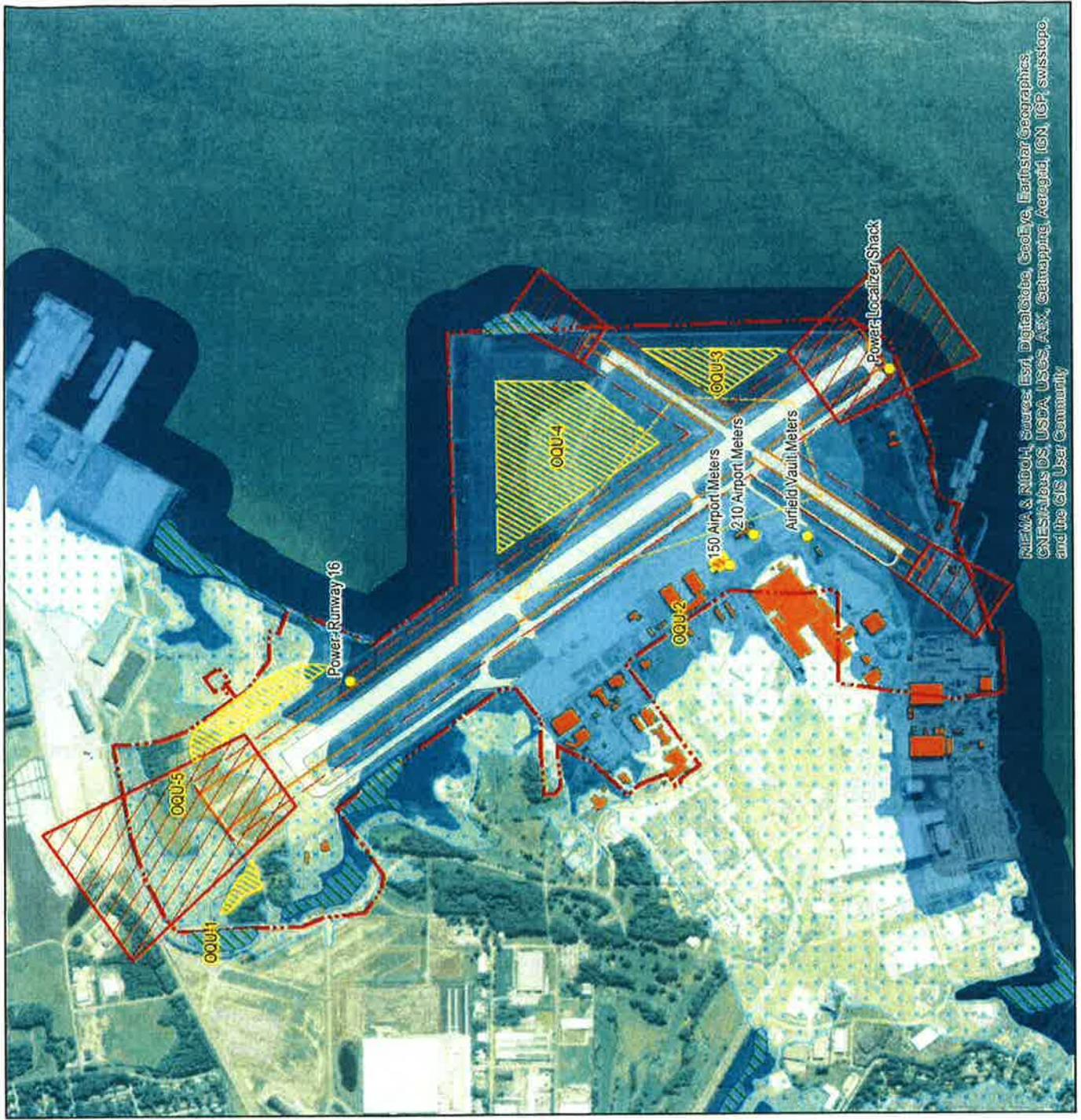


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, GEBCO, Swisstopo, AeroGRID, IGN, Esri, Swisstopo, etc. The GIS User Community

- Property Boundary
- Airport Pavement
- Runway Protection Zone
- Object Free Area
- Runway Safety Area
- Potential Solar Site
- Wetlands (National Wetland Inventory - RIGIS)
- Flood Hazard Zones (FEMA)
- 0.2 Percent Annual Chance Flood Zone
- A Zone
- AE Zone
- Power Access
- Historic Cemeteries

**Figure A-1, Potential Solar Sites
Block Island State Airport**



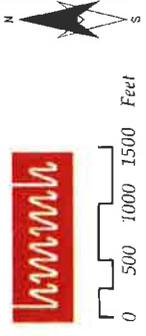


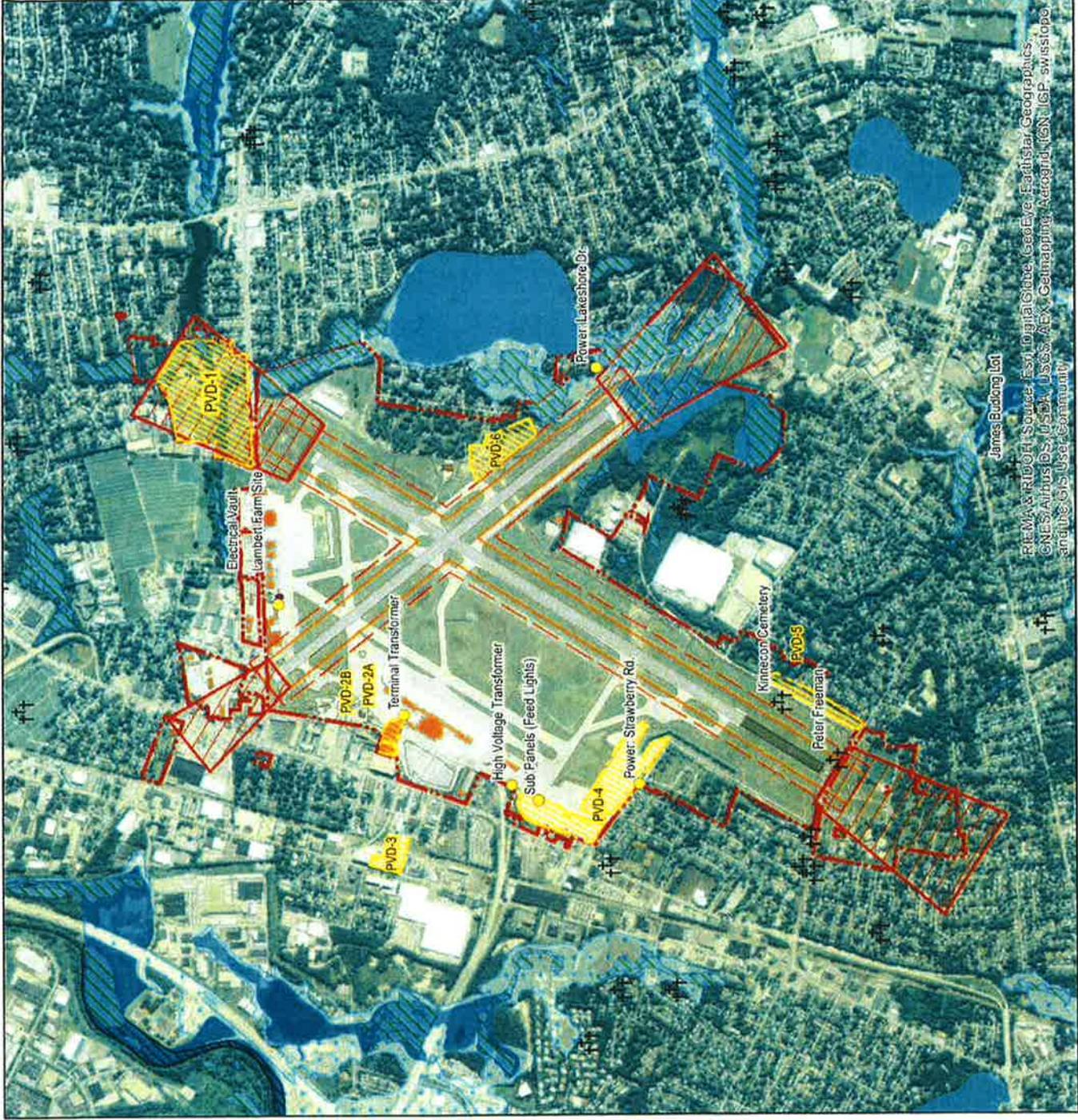
RIEMA & RIBOJ, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, GeoMapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

- Property Boundary
- Buildings
- Airport Pavement
- Airport Localizer
- Runway Protection Zone
- Object Free Area
- Runway Safety Area
- Runway Visibility Zone
- Potential Solar Site
- Power Access

- Wetlands (National Wetland Inventory - RIGIS)
- Flood Hazard Zones (FEMA)
 - 0.2 Percent Annual Chance Flood Zone
 - AE Zone
 - VE Zone

Figure A-2, Potential Solar Sites
Quonset State Airport





- Property Boundary
 - Airport Pavement
 - Future Runway Extension
 - Buildings
 - Runway Protection Zone
 - Object Free Area
 - Runway Safety Area
 - Potential Solar Site
 - Power Access
-
- Wetlands (National Wetland Inventory) RIGIS
 - Flood Hazard Zones (FEEMA)
 - 0.2 Percent Annual Chance Flood Zone
 - A Zone
 - AE Zone
 - Floodway
 - VE
 - Historical Areas
 - Historical Cemeteries

Figure A-3, Potential Solar Sites TF Green International Airport



Rhode Island Airport Corporation





James Bullock Ltd
 BIMA WORLDH Source Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



- | | | | | | |
|--|------------------------|--|------------------------|--|---|
| | Property Boundary | | Runway Visibility Zone | | Wetlands (National Wetland Inventory - RIGIS) |
| | Buildings | | Potential Solar Site | | Flood Hazard Zones (FEMA) |
| | Airport Pavement | | Power Access | | 0.2 Percent Annual Chance Flood Zone |
| | Runway Protection Zone | | | | A Zone |
| | Object Free Area | | | | AE Zone |
| | Runway Safety Area | | | | Historical Cemeteries |

**Figure A-4, Potential Solar Sites
North Central State Airport**



Rhode Island Airport Corporation
**North Central
Airport**

0 625 1,250 2,500
Ft



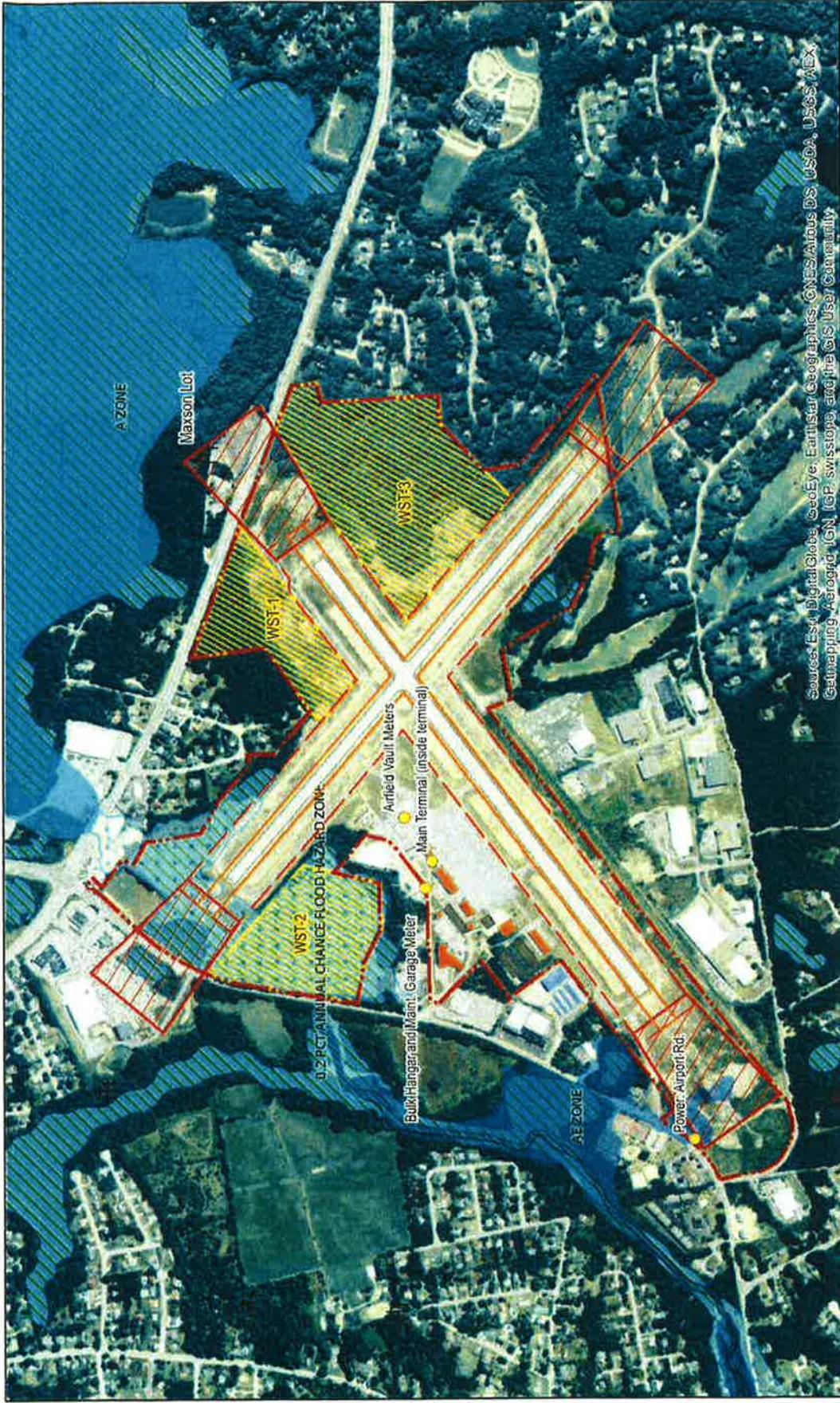
- Property Boundary
- Airport Pavement
- Future Development
- Runway Protection Zone
- Object Free Area
- Runway Safety Area
- Runway Visibility Zone
- Potential Solar Site
- Power Access
- Wetlands (National Wetland Inventory) RIGIS
- Flagged Wetland Limit (Natural Resource Services)
- Flood Hazard Zones (FEMA)
- 0.2 Percent Annual Chance Flood Zone
- A Zone
- AE Zone
- Floodway
- Historical Cemeteries

Figure A-5. Potential Solar Sites
Newport State Airport

Rhode Island Airport Corporation
Newport State Airport



RIEMA & RIDOH, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, GeoMapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Gannett-Aerofil, IGN, IGP, swisstopo, and the GIS User Community



Figure A-6, Potential Solar Sites
Westerly State Airport



- Property Boundary
- Airport Runway
- Airport Buildings
- Airport Buildings Proposed
- Runway Protection Zone
- Object Free Area
- Runway Safety Area
- Wetlands (National Wetland Inventory - RIGIS)
- Potential Solar Site
- Flood Hazard Zones (FEMA)
- Power Access
- 0.2 Percent Annual Chance Flood Zone
- A Zone
- AE Zone
- Historic Cemeteries



Site #	Rank	Location	Acres	MW	Comment
BID-1	Likely Feasible	Behind Terminal	2.06	0.41	Interconnection needs to be assessed
OQU-2	Likely Feasible	Roof of Jet Center and hangar	1.14	0.34	Requires structural assessment, more costly than ground-mount
PVD-2	Likely Feasible	Garages A & B	1.54	0.47	More costly than ground-mount
PVD-3	Likely Feasible	Roof of Interlink Garage	2.99	0.6	More costly than ground-mount
PVD-4	Likely Feasible	Surface Parking Lot	10.12	2.02	Most costly than ground-mount
SFZ-3	Likely Feasible	Adjacent to Runway 33	6.42	1.26	Interconnection needs to be assessed
SFZ-4	Likely Feasible	Behind Terminal Bldg	3.21	1:28	Interconnection needs to be assessed
SFZ-5	Likely Feasible	Across Rte. 123	6.31	0.64	Interconnection needs to be assessed
UUU-1	Likely Feasible	Behind Terminal Bldg	5.16	1.03	Interconnection needs to be assessed
UUU-2	Likely Feasible	South of Terminal Bldg	0.8	0.16	Interconnection needs to be assessed
			39.75	8.21	
OQU-1	Potentially Feasible	North of Runway 16 end and near pond	2.06	0.41	Interconnection uncertain
OQU-5	Potentially Feasible	East of Runway 16	11.7	2.34	Interconnection uncertain
PVD-5	Potentially Feasible	Sliver of land east of Warwick Industrial Dr.	2.75	0.55	Issues include interconnection and proximity to residences
UUU-3	Potentially Feasible	East of Runway 22	3.09	0.62	Interconnection uncertain
			19.6	3.92	
BID-2	Likely Infeasible	Across Center Road	2.52	0.5	Wooded Area
OQU-3	Likely Infeasible	Airfield near Bay	9.18	1.84	Distance to interconnect, contamination, floodplain
PVD-1	Likely Infeasible	In RPZ to Runway 23	1.65	0.33	Only small project complies with FAA, located in the RPZ
SFZ-1	Likely Infeasible	Adjacent to Runway 23	8.2	1.64	Isolated from roads and infrastructure, difficult to develop, wetlands
SFZ-2	Likely Infeasible	Across Harris Road	9.18	1.84	Isolated from roads and infrastructure, difficult to develop, wetlands
			30.73	6.15	
BID-3	Infeasible	Runway 10 approach	1.37	0.27	Glare Problem
OQU-4	Infeasible	Airfield near Bay	22.95	4.59	Glare Problem
PVD-6	Infeasible	South of Winslow Park	2.75	0.55	Glare problem
WST-1	Infeasible	North of Runway 25	5.16	1.03	Glare problem
WST-2	Infeasible	Adjacent and south of Runway 14	6.34	1.27	Entire site is wetlands
WST-3	Infeasible	Between Runways 25 & 32	12.62	2.52	Glare problem
			51.19	10.2	
			141.3	28.5	

Exhibit 2
Electrical Usage by Airport (Meter)

Estimated kWh Usage by Month

	Total	T.F. Green	Quonset	Westerly	Newport	North Central
Jul-15	1,622,777	1,539,020	54,656	22,118	6,667	315
Jun-15	1,657,900	1,569,735	57,533	23,282	7,018	332
May-15	1,545,093	1,466,241	53,176	19,682	5,696	298
Apr-15	1,746,028	1,652,698	66,388	18,842	7,100	1,000
Mar-15	1,826,229	1,721,956	79,654	16,682	7,706	231
Feb-15	1,894,044	1,783,635	83,944	18,243	8,202	20
Jan-15	1,935,026	1,808,085	93,992	20,883	12,040	26
Dec-14	1,870,970	1,763,636	78,312	18,723	10,274	25
Nov-14	1,524,885	1,448,701	48,267	19,682	8,212	23
Oct-14	1,475,608	1,394,763	52,503	21,723	6,460	159
Sep-14	1,660,671	1,580,727	49,856	22,802	6,697	589
Aug-14	1,815,158	1,731,435	52,501	23,042	7,601	579
Jul-14	1,678,712	1,601,872	46,230	22,561	7,331	718
Jun-14	1,534,752	1,459,414	48,413	20,762	5,583	580
May-14	1,762,636	1,675,693	57,673	21,362	6,840	1,068
Apr-14	1,657,399	1,569,198	60,633	17,642	9,293	633
Mar-14	1,883,381	1,787,375	64,309	18,482	13,196	19
Feb-14	1,911,859	1,804,941	72,513	21,123	13,262	20
Jan-14	1,984,582	1,874,736	75,449	20,643	13,731	23
Dec-13	1,909,675	1,812,020	66,959	22,443	8,226	27

Exhibit 3
Sample Land Lease Agreements

LEASE and OPERATING AGREEMENT

between

RHODE ISLAND AIRPORT CORPORATION

and

T.F. Green Airport
Warwick, Rhode Island

LEASE and OPERATING AGREEMENT

This Lease and Operating Agreement (Lease) is entered into as of the ___ day of _____, 2015, (the “**Effective Date**”) by and between the RHODE ISLAND AIRPORT CORPORATION (“**RIAC**”), and _____, a Rhode Island corporation (“**Lessee**”).

RECITALS

WHEREAS, RIAC is a public corporation, is a governmental agency, and public instrumentality of the state of Rhode Island. RIAC is responsible for the operation and maintenance of the state’s airport system. Specifically, through a certain Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates T.F. Green State Airport in Warwick, Rhode Island (the “**Airport**”); and

WHEREAS, RIAC and Lessee desire to enter into this Lease and Operating Agreement and Lessee desires to engage in the business of _____ on Airport property.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and other valuable consideration, RIAC and Lessee agree, for themselves, their successors and assigns, as follows:

AGREEMENTS

1. Definitions and Terms.

1.1 Definitions. The terms set forth in this Section 1.1 shall have the meanings ascribed to them herein.

“**Affiliate**” means any Person which, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such Person.

“**Airport**” means T.F. Green Airport located in Warwick, Rhode Island, which RIAC leases from the State pursuant to the DOT Lease and operates.

“**Contract**” means that certain contract between the Contractor and Lessee for performance of the Work.

“**Contractor**” means the primary general contractor (or design/build contractor) hired by Lessee to perform the Work pursuant to the Contract.

“**Drawings and Specifications**” means the drawings and specifications for the Work which Lessee will construct on the Premises pursuant to the terms and conditions of Sections 4 and 5, and which will be attached to this Lease pursuant to the provisions of Section 4.

“**Environmental Law**” means any law, statute, regulation, rule, order, decree, judgment, consent decree, settlement agreement or governmental requirement, which relates to or otherwise

imposes liability or standards of conduct concerning mining or reclamation of mined land, discharges, emission, releases or threatened releases or noises, odors or any pollutants, contaminants or hazardous or toxic wastes, substances or materials, whether as matter or energy, into ambient air, water or land, or otherwise relating to the existence, manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of pollutants, contaminants or hazardous or toxic wastes, substances or materials, including the Surface Mining Control and Reclamation Act of 1977, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act of 1976, as amended, the Clean Water Act, as amended, any "Superfund" or "Superlien" law, and any other federal, state or local statutes, rules, regulations, and ordinances now or hereafter in effect, which are applicable to the Premises.

"Environmental Permit" means any of the permits required by or pursuant to any applicable Environmental Law.

"Event of Default" means any and every event of default set forth in Section 20 of this Lease.

"FAA" means the Federal Aviation Administration.

"Facility" means the building and other improvements, and all related site improvements, including without limitation, fencing, access control, lighting, automobile parking, signage, and all utility infrastructure and connections as may currently exist or as may be required, located on the Premises at the Airport and designated on the attached Site Location Map Exhibit.

"Force Majeure" means any act, event, circumstance or condition that is beyond the control of RIAC or Lessee which prevents or delays the party from performing or fulfilling any obligation or condition set forth in this Lease, and such act, event, circumstance or condition is not the result of the acts, omissions or lack of reasonable due diligence (including without limitation, the consent) of the party so affected, and shall include the following:

- (i) an act of God, lightning, earthquake, flood, fire, explosion, storm or similar casualty, an act of terrorism, an act of the public enemy, war, blockade, general arrest or restraint of people or government, civil disturbance or any similar occurrence;
- (ii) the failure of any appropriate federal, state or local agencies or public or private utilities having appropriate jurisdiction to provide and maintain all utility services;
- (iii) any strike, lockout, work slowdown or stoppage; provided, however, that in such event such party shall use commercially reasonable efforts to continue to perform its obligations under this Lease, which efforts shall include, but not be limited to, engaging other subcontractors or securing other sources of labor if contractually permitted;

- (iv) the temporary or final order, injunction or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body which is not the result of the acts or omissions of the party so affected, which prohibits or otherwise restricts the operation of the Airport as an Airport or the operation of Lessee's business;
- (v) the unavailability, suspension, termination, interruption, denial or failure of renewal of any license, permit, consent, authorization or approval necessary for the performance of obligations under this Lease; provided, however, that such unavailability, suspension, termination, interruption, denial or failure of renewal is not the result of the acts or omissions of the party so affected; and
- (vi) a change in applicable law which makes the continued performance of the party so affected impossible or technically unfeasible or causes a substantial delay in performance that could not have been avoided by reasonable diligence.

"Governmental Authority" means the government of the United States, any state or political subdivision thereof, or any foreign country, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hazardous Material" means any "oil," "hazardous material," "hazardous wastes," or "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, or any similar statute, and the regulations adopted pursuant thereto, and shall include (whether or not included in the definition contained in such laws), petroleum, solvents, asbestos and other chemicals which would be materially dangerous to the environment or to human beings.

"Lease" means this Lease, and each and every Exhibit and Schedule attached hereto, which by this reference are made part of this Lease, all as amended from time to time.

"Lease Term" means a period commencing on the Effective Date and ending ten (10) years from and after the Start-Up Date, together with any and all Option Terms, unless earlier terminated pursuant to any provision hereof.

"Lease Year" means a period of twelve (12) consecutive calendar months, with the first lease year commencing on the Effective Date and each succeeding lease year commencing on the anniversary date of the Effective Date.

"Lessee" is defined in the Preamble.

"Losses" is defined in Section 18.7.3.

"Net Book Value" means the original total construction cost incurred by Lessee for the Facilities, less accumulated amortization or depreciation (as appropriate) as set forth on the certified statement of construction cost required by Section 4.1 "Construction of Facilities", as of

the date on which Lessee is required to surrender the Premises or portion thereof, prorata, subject to Section 43, "Recapture".

"Permitted Tenant(s)" means any Person that is a prospective tenant for the Facility.

"Person" means any partnership (including limited partnerships), corporations, limited liability companies, Governmental Authorities, trusts and other legal entities, as well as natural persons.

"Premises" means that certain parcel of real property consisting of approximately _____ square feet at the Airport, together with all structures and improvements located thereon, designated on the attached Site Location Map Exhibit and described on the attached Premises Exhibit.

"Project Timetable" means the project timetable described in Section 4.6, and set forth on the attached Project Timetable Schedule.

"RIAC" is defined in the Preamble.

"Start Up Date" means the date on which Lessee has received a Certificate of Occupancy (or equivalent under local law) for the Facility.

"Subcontractor" means a Person which has an indirect contractual or vendor arrangement or relationship with Lessee to perform any of the Work or supply any services and/or materials therefor.

"Work" means all aspects of engineering, design, permitting, remodeling, improvement, and construction of or to the Facility in accordance with the terms and conditions of Section 4 of this Lease, and includes the furnishing of all materials, labor, equipment, supplies, plants, tools, scaffoldings, transportation, superintendence, insurance, taxes, bonds, warranties, covenants and incidentals and other services, facilities, and expenses necessary or convenient for the full performance and completion by Lessee of the requirements of this Lease, and the permanent improvements, structures, and components, fixtures and their appurtenances required or specified by this Lease.

1.2 Context. Unless the context otherwise requires:

- (i) the words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words refer to this Lease;
- (ii) the word "hereafter" means after, and the word "hereinbefore" means before, the date of this Lease; and
- (iii) the word "day" or "days" refer to calendar day(s).

1.3 Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plurals and vice versa. Titles of Sections are for convenience of reference only, and

neither limit nor amplify the provisions of this Lease itself. The use herein of the word "including," when following any general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

2. Lease of Premises.

2.1 Lease. Pursuant to the terms and conditions of this Lease, RIAC leases to Lessee, and Lessee leases from RIAC, the Premises as described herein.

2.2 Purpose. The Premises are to be utilized for the purpose of _____, and for no other purpose whatsoever. Lessee will not make or allow any offensive or unlawful use of the Premises and will keep the Premises free from all objectionable noises, odors, rubbish and debris. Lessee shall not create any nuisance thereon, nor cause nor permit any waste thereof, nor shall Lessee conduct, suffer or permit any other activity which would: (i) adversely affect the structural integrity of the Facility; (ii) render untenable any part of the Facility; or (iii) disturb the quiet enjoyment of other lessees of the Airport or other parties who have access to the Airport.

3. Term.

3.1 Initial Term. The initial Lease Term shall begin on the date hereof and continue, unless this Lease is earlier terminated pursuant to the terms and conditions of this Lease, until the day immediately preceding the tenth (10th) anniversary of the Start-Up Date.

3.2 Option to Extend Lease. Provided that no Event of Default shall be continuing on the commencement of the applicable Option Term(s), subject to mutual agreement of the parties, RIAC and Lessee shall have the right to extend the term of this Lease for two (2) additional Option Term(s) of five (5) years each, provided written notice of the Lessee's exercise of the Option Term(s) is given by Lessee to RIAC at least ninety (90) days, but no more than one hundred and eighty (180) days, prior to the expiration of the then term under the same terms and conditions as the Lease Term, except the annual base rental.

4. Lessee's Construction Obligations.

4.1 Construction of Facility. Lessee, at its sole cost, expense, and risk, shall remodel and construct the Facility and shall cause the Work to be performed in accordance with this Lease, and in accordance with the Contract, with materials, equipment, and workmanship of the quality required by the Contract. Lessee's obligations include, but are not limited to, the construction of the Facility in accordance with the Drawings and Specifications. Within thirty (30) days of the date hereof, Lessee shall furnish RIAC with its proposed Drawings and Specifications for the Facility, and shall obtain the prior written consent from RIAC before it commences construction, which consent shall not be unreasonably withheld, conditioned or delayed. RIAC reserves the right to request reasonable restrictions and conditions in connection with the Work that do not interfere with Lessee's use of the Premises or unreasonably increase

the cost of Work. Within thirty (30) calendar days of the completion of construction of the Facility required under this Lease, the Lessee's construction contractor(s), architect(s), and engineer(s) must provide RIAC with: (1) as-built plans showing the actual construction of the Facility; (2) a certified statement of costs from the construction contractor(s), architect(s) and engineer(s) specifying the total construction cost, to include an accompanying amortization schedule which depreciates the Facility over a period which shall not exceed the Lease Term; (3) a certification that the improvements have been constructed in accordance with the approved plans and specifications, and in strict compliance with all applicable building codes, laws, rules, ordinances and regulations of any Governmental Authority as required by applicable law; and (4) certified proof in writing demonstrating that no liens exist or have been filed or may be filed by reason of any or all of the construction.

4.2 Site Preparation.

4.2.1 Preparation of Site. Site preparation and the connections and supply of all utilities to the Premises and the Facility, and all related site improvements, including without limitation, fencing, access control, lighting, signage, pavement, and automobile parking, located on the Premises at the Airport will be the exclusive responsibility of Lessee.

4.3 Permits. Lessee shall be responsible for determining the need for, and thereafter shall apply for, pursue, and obtain, in accordance with the Project Timetable, all federal, state, and local demolition, construction and operating permits and approvals required to construct the Facility and carry out the obligations of Lessee under this Section 4, including all Environmental Permits, and building, utility, sewer, electrical, mechanical, and plumbing permits. The attached Permit Schedule contains a list of all such permits and approvals determined to be necessary by Lessee as of the date hereof. Upon receipt of all necessary permits, Lessee shall provide written notice to RIAC, together with copies of all permits, and RIAC will have three (3) days to review such permits to determine if they are in order, and if RIAC determines that such permits are in order, RIAC will then notify Lessee to proceed with construction of the Facility. In the event RIAC fails to notify Lessee within the three (3) day review period, RIAC shall be deemed to have accepted such permits and Lessee shall be authorized to proceed.

4.4 Subcontractors. All portions of the Work that Lessee does not perform with its own forces shall be performed pursuant to the Contract. By an appropriate written agreement, Lessee shall require the Contractor, to the extent of the Work to be performed by the Contractor, to be bound to Lessee by the terms of this Lease, and to assume toward Lessee all the obligations and responsibilities which Lessee, by this Lease, assumes toward RIAC, but only with respect to the Work. Such agreement shall preserve and protect the rights of RIAC under this Lease with respect to the Work to be performed by the Contractor. Any contract or agreement for labor, services, materials or supplies to be furnished in connection with the construction of the Facility shall provide that no lien, claim, or other encumbrance shall thereby be created, or arise by anyone thereunder upon or against the Premises or the Facility, to the fullest allowed by law. Lessee warrants to RIAC that the Facility shall be free and clear of any such liens, claims or other encumbrances by any Person claiming through or under Lessee, subject to Lessee's right to contest in Section 16.2. RIAC warrants to Lessee that, as of the Effective Date, the Premises are free and clear of any liens, claims, or other encumbrances except the DOT Lease.

4.5 Payment, Performance and Lien Bond. Lessee will be required to provide labor, material, payment, performance, and lien bonds in an amount necessary to complete construction of the Premises, including the Facility, in the event of a default of this Section 4 by Lessee. These bonds shall be delivered to RIAC prior to the commencement of construction and must remain in effect until the appropriate building official(s) issue a Certificate of Occupancy or other equivalent instrument or certificate, and be governed by Rhode Island law. Such bonds will secure Lessee's performance under this Section 4, and shall provide security for the payment of all Persons performing labor or furnishing materials in connection with this Section. The form of each bond required hereunder, and the surety which issues it, must be reasonably acceptable to RIAC in all respects and shall cover 100% of hard construction costs. All bonds provided pursuant hereto must: (i) state that the surety will permit arbitration and be ultimately responsible for the payment of any award; (ii) name RIAC as an obligee; and (iii) be issued by a surety qualified to do business in the state of Rhode Island.

4.6 Time Provisions. The proposed schedule for progress of the Work, the Project Timetable, including permit acquisition, design, financing, construction and performance, is set forth on the attached Project Timetable Schedule. Subject to permitting approval, Lessee will commence construction no later than the date set forth thereon for the commencement of construction, and shall thereafter prosecute the Work diligently, using such reasonable means and methods of construction as will maintain the progress of the Work in accordance with the proposed Project Timetable.

4.7 Inspection. Upon reasonable prior notice to Lessee, RIAC, its officers, directors, employees, contractors, consultants and agents shall have the right to enter upon the Premises and to review all aspects of the Work by Lessee or its employees, agents and contractors to the extent reasonably required by RIAC to ensure that the Work is being performed in a manner consistent with the rights and obligations of Lessee hereunder.

4.8 Execution, Correlation and Intent. Except to the extent expressly provided herein to the contrary, RIAC has made no representations as to the conditions of the Premises, including without limitation, any subsurface conditions, or any improvements thereon, including any warranty for any particular purpose, and is leasing the Premises in "As Is" condition. Lessee has inspected the Premises for defects, and Lessee relies solely on its inspection and waives any right to assert claims against RIAC based on any such defects, except to the extent set forth herein to the contrary. The intent of this Lease is to include all items necessary or reasonably inferable for the proper execution and completion of the Work. Words and abbreviations that have well-known technical or trade meanings, and not otherwise defined herein, are used in this Lease in accordance with such recognized meanings. All Work specified or indicated in this Lease will be performed by Lessee or on behalf of Lessee as part of this Lease unless it is specifically indicated that such Work is to be done by others.

4.9 Bill of Sale. RESERVED.

5. Operation and Management.

5.1 Lessee's Representatives. Lessee shall provide to RIAC the name and title of Lessee's authorized representative and principal contact with RIAC, Lessee's Project manager, principal engineer and construction manager (as applicable) with respect to Work.

5.2 RIAC's Representative. RIAC shall provide to Lessee the names and titles of RIAC's authorized representatives and principal contacts with Lessee.

6. Rent.

6.1 Base Rent. Lessee shall pay to RIAC, without notice thereof or demand therefor, and without deduction or set-off, an annual base rent, adjusted as hereinafter provided, payable on or before the first day of each month of each Lease Year during the Lease Term, at the address set forth below unless RIAC shall designate some other address in writing. Lessee's obligation to pay base rent under this Lease shall commence on the Start-Up Date. If the date on which this Lease expires, or if sooner, terminates, is other than the first or last day of a Lease Year, the base rent for such Lease Year shall be adjusted on a daily pro rata basis.

6.2 Amount of Base Rent. From the Start-Up Date through _____, 2016, Lessee shall pay to RIAC base rent for the Premises of \$_____, payable in equal monthly installments of \$_____. The annual base rent for the Premises will automatically increase on every anniversary of the Start-Up Date during the Lease Term by the greater of: (i) an amount which is equal to the percentage change in the Consumer Price Index All Items (Northeast Region), published by the United States Department of Labor, Bureau of Labor, or any successor index published by a government agency (the "CPI") from the first day of the immediately preceding Lease Year during the Lease Term; or (ii) Three Percent (3%). If the date on which this Lease expires, or if sooner, terminates, is other than the first or last day of a Lease Year, the base rent for such Lease Year shall be adjusted on a daily pro rata basis.

6.3 Option Term Rent.

6.3.1 Fair Market Value. The base rent for the first Lease Year of the Option Term will be the greater of: (i) the fair market value of the Premises; or (ii) the rent for the immediately preceding Lease Year escalated per the terms of Section 6.2, above. The fair market value of the Premises will be determined by the mutual agreement of RIAC and Lessee, and in the event of their failure to agree, then the fair market value will be determined by a real estate appraisal performed at RIAC's cost by an MAI-certified appraiser selected by RIAC.

6.3.2 Selection of Appraisers. RESERVED.

6.3.3 Determination of Value. RESERVED.

6.4 Payment. All base rent shall be payable to RIAC, in advance on the first business day of each month, without notice thereof or demand therefor, without deduction or set-off and without abatement, time being of the essence, and forwarded to: Rhode Island Airport Corporation – Revenue, P.O. Box 845404, Boston, Massachusetts 02284-5404, or at such other address or addresses as RIAC may hereafter specify by written notice to the Lessee. In the event

that RIAC has not received the full amount of any monthly payment of base rent, by the end of ten (10) days after the date it first became due, then RIAC shall notify Lessee thereof in writing and Lessee shall also pay a late charge of three percent (3%) of the overdue rent or charge, in addition to any interest due pursuant to the provisions of Section 6.6

6.5 Taxes. Lessee will pay, as additional rent, during the Lease Term and any extension or renewal thereof all real estate and personal property taxes and assessments upon the Premises and the Facility which is during the term hereof laid, levied, assessed or imposed upon, the Premises and the Facility or any part thereof, or any charges in lieu of property taxes and assessments under applicable Rhode Island law. Lessee's obligation to pay real and personal property taxes and water and sewage usage charges and assessments shall be in the nature of a covenant to pay additional rent with the same rights and remedies in RIAC in the event of nonpayment as in the case of a default in the payment of rent. On the Effective Date, the Premises are exempt from property taxation, but RIAC may be required to make payments in lieu of taxes. In the event RIAC is required to make payments in lieu of taxes, RIAC shall obtain a separate assessment for the Premises (or portion of the Premises) subject to taxes, and will notify Lessee of the amounts and due dates therefor, and Lessee will pay such assessment as required by law, or in the event that Lessee fails to do so beyond any applicable notice and cure period, RIAC may make such payments, and Lessee will reimburse RIAC therefor. In the event RIAC is unable to obtain a separate assessment for the Premises from the taxing authority, Lessee shall pay its fair allocable share of the taxes assessed, based upon a pro rata share of the improvements subject to such tax that the portion of the Premises subject to such tax bears to the Airport improvements subject to such tax.

6.6 Overdue Rent. All payments of base rent and other sums due under this Lease which are not paid within thirty (30) days of the date due shall bear interest at the rate of ten percent (10%) per annum, or at the lesser maximum lawfully permissible rate, from the original due date until paid in full.

6.7 Construction as Rent. The Lessee's obligation to construct the Facility shall constitute additional rent to be paid by Lessee under this Lease. If Lessee fails to fulfill its obligations to construct the Facility in accordance with the terms and conditions of Section 4, such failure shall constitute a material breach of this Lease by Lessee.

7. Net Lease. This Lease is a net lease, and that all rent shall be absolutely net to RIAC. Lessee shall pay all costs, charges and expenses of every kind and nature whatsoever against or in connection with the construction, development, use, and operation of the Premises which may arise or become due during the Lease Term.

8. Insurance.

8.1 Provision of Insurance. Lessee shall provide, pay for, and maintain with companies satisfactory to RIAC and the state of Rhode Island the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the state of Rhode Island. All liability policies: (i) shall provide that RIAC and the State of Rhode Island are additional insureds as to the operations of Lessee under this Lease other than insurance under Section 8.2; (iii) shall provide a "severability of interest" provision; and (iv) shall be

submitted to RIAC for review no later than ten (10) days from the date hereof. A Certificate of insurance for the following coverage and limits shall be provided by Lessee to RIAC upon execution of this Lease and not less frequently than on an annual basis thereafter.

8.2 Workers Compensation and Employer Liability Insurance. Workers compensation and employer liability insurance shall be maintained for all employees of Lessee engaged in the operations of Lessee, as and to the extent required by the laws of the state of Rhode Island. The amount of the Workers' Compensation Insurance shall not be less than the Rhode Island statutory requirements. Employer's Liability Limit as follows:

\$1,000,000 each accident, each disease, each employee

8.3 Commercial General Liability Insurance. Commercial general liability insurance shall be maintained by Lessee. Coverages shall include Premises, Products & Completed Operations, Contractual Liability, Personal Injury. Limit of Coverages shall not be less than:

\$3,000,000 Bodily Injury and Property Damage in a Combined Single Limit, each occurrence and in the annual aggregate with respect to Personal Injury and Products Liability.

Should Lessee's general liability insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury, and Property Damage Liability	\$3,000,000.00 Combined Single Limit (including passengers) Each Occurrence.
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In the event that Lessee's general liability insurance is written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury and Property Damage Liability	\$3,000,000.00 Combined Single Limit (including passengers) Each Occurrence.
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8.4 Automobile Liability Insurance.

8.4.1 Normal Operations. Automobile liability insurance shall be maintained by Lessee as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles used or to be used by Lessee, with limits of not less than those limits required by Rhode Island law, as amended from time to time.

8.5 Liability Insurance Limits. The liability insurance limits set forth in this Lease may be met by combining umbrella excess, and primary liability insurance policies.

8.6 Reserved.

8.7 Builder's Risk Insurance. Builder's risk insurance shall be purchased, kept in full force and effect during the performance of the Work, and paid for by Lessee (or its Contractor) during construction on an "All Risk" form, including fire and extended coverage, no less broad

than the ISO All Risk Property Form, including the additional perils of earthquake and flood. This policy will include Lessee as an additional insured and shall provide a ten (10) day prior written notice of cancellation and/or policy restriction to the parties to be named as additional insureds under the respective policies. Such coverage shall be issued on a single policy, covering the entire Work and the interest of Contractor and all Subcontractors as well as the interests of Lessee and RIAC. If the policy is written with a deductible, the deductible shall not exceed \$50,000 per claim for all risks.

8.8 Fire and Extended Coverage. Lessee shall keep the Facility insured against loss or damage from all causes under standard "all risk" property insurance coverage, without exclusion for fire, lightning, windstorm, explosion, smoke damage, vehicle damage, sprinkler leakage, flood, vandalism, earthquake, malicious mischief or any other risks as are normally covered under an extended coverage endorsement, in the amounts that are not less than one hundred (100%) percent of the Full Replacement Cost of the Facility, without deduction for depreciation, including without limitation, the Facility and all equipment and personal property located in the Facility or on the Premises, with deductibles not to exceed \$50,000 for any one occurrence. In addition, the casualty insurance required under this Section 8.8 will include an agreed amount endorsement evidencing that the insurance carrier has accepted the amount of coverage and has agreed that there will be no co-insurance penalty.

8.9 Waiver of Subrogation. RIAC and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. The policies of Lessee and RIAC will include such a clause or endorsement. This Section 8.9 shall apply only if such waiver is obtainable under the standard insurance policies issued in the state of Rhode Island.

8.10 Damage or Destruction.

8.10.1 Prior to Start-Up Date. In the event of destruction or damage to the Facility prior to the Start-Up Date, Lessee shall restore, reconstruct and repair any such destruction or damage by fire or other casualty such that the Facility shall be completed in accordance with this Lease, and Lessee will be entitled to an extension of time as shall be necessary to restore, reconstruct or repair the destruction or damage to the Facility.

8.10.2 Subsequent to Start-Up Date. In the event of any destruction, damage, fire or other casualty during the Lease Term, resulting in damage or destruction to the Facility, Lessee, at its sole risk and expense, whether or not the insurance proceeds payable in respect thereof shall be sufficient for the purpose, shall promptly proceed to restore, repair, replace and rebuild the Facility, improvements, fixtures and equipment on the Premises to the condition as good as the same were in immediately prior to such damage or destruction, and in accordance

with the original Drawings and Specifications and any subsequent plans and specifications approved by RIAC for any additions or improvements constructed prior to the damage or at Lessee's option, pursuant to new Drawings and Specifications approved by Lessee and RIAC. The work of restoration or rebuilding shall be in compliance with all laws and regulations of Governmental Authorities applicable thereto. In the event that Lessee shall fail, neglect, or refuse to repair, rebuild, and restore the Premises in accordance with the foregoing provisions and requirements of this Section 8, then Lessee shall be in default hereunder. Notwithstanding anything to the contrary in this Lease, in the event of any destruction, damage, fire or other casualty during the last two (2) Lease Years of the Lease Term resulting in damage or destruction to the Premises and/or the Facility, Lessee will not be required to restore, repair, replace and rebuild the Facility, improvements, fixtures and equipment on the Premises, provided that Lessee tenders to RIAC for its own account all of the insurance proceeds payable for the Facility (but not contents or personal property) as a result of any such destruction, damage, fire, or other casualty.

8.11 Insurance as Rent. Lessee's obligations to obtain and maintain insurance under this Section 8 shall constitute additional rent to be paid by Lessee under this Lease. If Lessee fails to fulfill its obligations in accordance with the terms and conditions of this Section 8, such failure shall constitute a material breach of this Lease by Lessee .

9. Repairs and Maintenance. Lessee will keep and maintain the Facility and the Premises, in good operating order and condition, normal wear and tear excepted, and will make all replacements and repairs thereto (whether ordinary, extraordinary, structural, nonstructural, foreseen, or unforeseen). Lessee will keep and maintain the Facility and the Premises and all sidewalks adjoining the Facility and the Premises in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

10. Mortgages. Lessee will have the right to subject its interest in the Facility to a mortgage, if required by a lender, as security for the financing of its construction obligations pursuant to the provisions of this lease or as collateral for corporate debt; provided, however, that any such mortgage will be subject to all the terms, conditions, and covenants contained in this Lease, and to all rights and interests of RIAC. RIAC's interest in the Premises is not, and will not be, subordinated to the lien or interest of any holder of a mortgage granted by Lessee pursuant to this Section 10.

11. Assignment and Subleases.

General Prohibition. Lessee shall not: (i) sublet all or any part of the Premises; (ii) assign to any other party or in any manner transfer this Lease to any other party (other than pursuant to Section 10); or (iii) sell, gift, convey, or transfer the Facility to any other party, or otherwise dispose of the Facility in any manner (other than pursuant to Section 10). Any attempt to transfer or assign this Lease, the Facility, or any portion of the Premises in violation hereof will be void and without effect. In the event Lessee desires to assign this Lease or sublet all or any part of the Premises, Lessee must first notify RIAC in writing. Such notice shall contain all pertinent information about the proposed assignee or subtenant and the terms and conditions of such assignment or sublease. As to any assignment, within fifteen (15) days from the day the notice is received, RIAC shall have the right to exercise one of the following options: (i) RIAC may deny

the request if RIAC, in its reasonable discretion, believes the proposed transferee to be financially incapable of performing the Lessee's obligations hereunder; or (ii) RIAC may deny the request if RIAC, in its reasonable discretion, believes the proposed transferee will not comply with the requirements of Lessee hereunder, based on the business reputation of the proposed transferee, or (iii) RIAC may approve the request, in which case upon assumption in writing of the Lessee's obligations hereunder, Lessee shall be relieved of and released from all of Lessee's obligation hereunder.

12. Surrender; Holdover. At the expiration or sooner termination of this Lease, Lessee will peaceably surrender the Premises in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty insured against excepted. In the event that Lessee continues to occupy the Premises after the expiration of the Lease Term or of any renewal or extension hereof, Lessee shall, in the absence of a written agreement with RIAC, be deemed a tenant from month to month upon all of the terms and conditions of this Lease which are not inconsistent with such tenancy, except that Lessee shall pay to RIAC, for each month or portion thereof as Lessee shall retain possession, one hundred and fifty (150%) percent of the base rent otherwise payable, and such base rent shall be payable in advance on the first day of each calendar month. In the absence of any express, written agreement between RIAC and Lessee, no act or failure to act by RIAC shall be deemed an acceptance of Lessee's occupancy for any fixed term (beyond the term fixed herein) in excess of one month. Nothing herein shall preclude RIAC from the exercise of any right or other remedy under this Lease or under law.

13. RIAC's Lien. The Facility, and all Lessee's fixtures, furniture, machinery, equipment and improvements that may be in, about or upon the Premises, excluding, however, all aircraft, hereby are and shall be and stand pledged for the fulfillment of the covenants, terms and conditions herein contained to be kept and performed on the part of Lessee and shall not be taken down or removed from the Premises during the Lease Term, or any renewal or extension thereof, without the prior written consent of RIAC.

14. Operations.

14.1 Activities; Prohibitions. RIAC grants to Lessee the use of the Premises for the specific purpose of the activities identified in Section 2.2, together with the right of access, ingress and egress to and from such space and areas by Lessee, Lessee's Permitted Tenants, its Affiliate, employees, suppliers, service people, business visitors, guests and invitees. In no event will Lessee operate or otherwise allow off-airport parking operations or activities on the Premises.

14.2 Signs. Lessee shall have the right at all times and from time to time, at its own expense, to install and maintain, replace and relocate on the exterior of the improvements located on the Premises such signs as are or may be, from time to time, used or adopted by Lessee, and signs and logos of Lessee and its Affiliates; provided written consent of RIAC is first had and obtained, which consent will not be unreasonably withheld, conditioned, or delayed. Lessee may not sell advertising space anywhere on the Premises.

14.3 Airport Property. In the event of any emergency situation affecting safety of Airport property or operations in RIAC's professional judgment, or any condition jeopardizing

or affecting the safety of the public, including without limitation, aircraft passing above the Premises or other areas of the Airport, RIAC will have the right (without prior notification in an emergency) to enter upon the Premises and remedy or cure any condition, act, or situation which, in RIAC's judgment, causes or contributes to such emergency.

14.4 Quiet Enjoyment. Lessee shall, provided no Event of Default has occurred and is continuing, peaceably and quietly have and hold the Premises without hindrance or molestation by any person or persons claiming by, through or under, RIAC.

15. Utilities.

15.1 Responsibility of Lessee. Lessee shall pay all costs for water, gas, electricity, sewer or septic connections and charges, telephone and other utilities used or consumed upon the Premises directly to the suppliers therefor as and when the charges for such utilities become due and payable. Lessee shall maintain, at its sole cost and expense the water, gas, boiler, HVAC, sewer or septic, mechanical and electrical systems on or about the Premises.

15.2 Adequacy of Utilities. RIAC makes no representations that the existing electrical, gas, water, sewer, or other utility connections to the Premises are adequate for Lessee's operations. If such existing connections are inadequate, Lessee shall, at Lessee's sole cost and expense, make arrangements, subject to RIAC's prior written approval and reasonable cooperation in effecting such arrangements at no expense to RIAC, with the appropriate public utility company or companies to provide adequate supplies. RIAC shall grant easements to Lessee for the construction of new connections as needed by Lessee for its operations, on locations as reasonably agreed by RIAC and Lessee, and subject to then-current construction rules and regulations in force for all tenants of the Airport.

15.3 Provision by RIAC. In the event, by agreement of the parties, RIAC at any time supplies any utilities or services to Lessee's facilities, Lessee will pay to RIAC its proportionate share of the actual costs incurred by RIAC in connection with such supply. Such utilities or services may include electricity, gas, water, sewer, air conditioning, ventilation and heating, interior and exterior lighting, trash removal and any other fuel. RIAC shall not be liable for any delay, interruption of, or failure to supply any services or utilities (including, but not limited to, water, sewer and electricity) required of it under the terms of this Lease, by reason of any act of Force Majeure or by the failure or delay of any person upon which RIAC is dependent for supplying fuel, water or other goods, materials, services, facilities or equipment, owned by the service provider.

16. Repairs, Alterations, and Improvements.

16.1 In General. Lessee shall be responsible for performing all routine and structural maintenance, repairs, and replacements necessary for the Facility and to do so in a good and workmanlike manner at all times at Lessee's sole cost, including any subsequent alterations, additions, or improvements, and shall keep all pavement, striping, glass, pipes, wires, plumbing, electrical, heating and air conditioning system and equipment and all fixtures and appliances therein or used therewith, whole and of the same quality and description, and in such repair, order and condition as the same are at on the Start-Up Date, reasonable wear and tear, damage by

fire, the elements or acts of war excepted. Lessee shall not make any material improvements to the Facility and/or the Premises, interior or exterior, structural or nonstructural, except in accordance with the Plans and Specifications, without on each occasion first obtaining the prior written consent of RIAC, which consent shall not be unreasonably withheld, conditioned, or delayed, and shall be made at the sole cost and expense of Lessee. Any improvements made by Lessee to the Facility and/or the Premises shall become the sole and exclusive property of RIAC at the end of the Lease Term, or if sooner, the termination of this Lease. Lessee shall, at its sole cost and expense, provide janitorial and cleaning services within the Facility and the Premises and keep the same including the exterior as well as the interior side of all windows or glass therein in a clean, neat, sanitary, presentable and attractive condition at all times and shall repaint and redecorate when necessary. Lessee shall, at its sole cost and expense, repair or replace as may be required, all electrical or incandescent bulbs or fluorescent tubes or other lighting devices located within or upon the Facility and/or the Premises. Lessee shall, at its own expense, obtain all licenses and permits required by reason of any maintenance, repairs, construction or use of the Premises and Lessee's associated use of the Airport as herein provided. Lessee shall be responsible for removal of snow and ice from its walkways, automobile parking areas, and entrance. Lessee shall conduct periodic maintenance as required to all asphalt pavement areas on the Premises created or established by Lessee's tenancy under this Lease, and in particular, shall carry out all necessary crack sealing, seal coating, and sweeping of asphalt pavement surfaces. Lessee shall maintain all landscaping and landscaped areas of the Premise at its sole cost.

16.2 Mechanic's Liens. Lessee shall not permit any mechanic's lien against the Premises or the Facility in connection with any materials, labor or equipment furnished to or for Lessee, and if any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged, provided that if Lessee desires to contest any such lien it may do so as long as the enforcement thereof is stayed, but in any event Lessee shall while contesting the same, deposit with the court or otherwise, as required by law during the pendency of such contest prior to the time any such filed lien may be foreclosed, a sum or bond in an amount sufficient to cover the amount of such lien and all interest, penalties or costs which would be payable to discharge such lien if such lien were valid.

17. Entry by RIAC. Lessee will permit RIAC and its authorized representatives to enter the Premises at reasonable times upon reasonable prior notice to Lessee for the purpose of: (i) inspecting the Premises; (ii) making any necessary repairs thereto and performing any other work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such other work, required hereunder beyond any applicable notice and cure period, (iii) determine whether Lessee is complying with its obligations under this Lease; (iv) give any notice required or permitted to be given to Lessee hereunder; (v) post "For Lease" signs during the last four (4) months of the Lease or any extension thereof, or any time an Event of Default shall have occurred and be continuing; or (vi) show the Premises and the buildings and other improvements thereon to prospective tenants during the last four (4) months of the Lease or any extension thereof, or any time an Event of Default shall have occurred and be continuing. Nothing herein shall imply any duty upon the part of RIAC to do any such work; and performance thereof by RIAC shall not constitute a waiver of Lessee's default in failing to perform the same. RIAC shall not be liable for inconvenience, annoyance, disturbance, loss of business of or other damage to Lessee by reason of making such repairs or the performance of any such work and the obligations of Lessee under this Lease shall not otherwise be affected

thereby except for damage resulting from the gross negligence or willful misconduct by RIAC, its employees, contractors or agents.

18. Compliance with Laws and Airport Regulations.

18.1 General Laws. During the Lease Term, Lessee, at its sole cost and expense, shall occupy and conduct its business on the Premises in compliance with all applicable laws, ordinances, orders, rules and regulations of general application of all Governmental Authorities, courts, departments, commissions, boards and officers (other than RIAC), including but not limited to all laws relating to the protection of the environment, any regulations (national or local) Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, whether or not such law, ordinance, rule or regulation shall necessitate structural changes or improvements which are of general application to Lessee. Lessee shall similarly comply with the requirements of all policies of insurance at any time in force with respect to the Premises and Lessee's operations thereon.

18.2 RIAC Rules. Lessee will comply with all rules and regulations of general application promulgated by RIAC from time to time applicable to Airport tenants now existing or hereafter arising, which may be applicable to the Premises and Lessee's use thereof and the ramps, sidewalks, parking lots, and curbs adjoining the Premises. RIAC will make all such rules and regulations available for inspection by Lessee at the Airport, and shall provide advance notice to Lessee of any changes thereto. RIAC shall not enforce any rules or regulations against Lessee that are not enforced against other tenants or users of the Airport.

18.3 Fees. RIAC may from time to time promulgate rules and regulations which may include the imposition of reasonable charges by RIAC for the use of the Airport or its facilities, including without limitation, landing fees, and airport usage fees, which will be assessed and charged in a uniform manner. Lessee will pay any such fees in accordance with such rules and regulations. RIAC will make all such rules and regulations available for inspection by Lessee at the Airport and shall provide advance notice to Lessee of any changes thereto. RIAC shall not enforce any rules or regulations against Lessee that are not enforced against other tenants or users of the Airport.

18.4 FAA Rules. During the Lease Term, Lessee shall conduct its operations in accordance with policies, minimum standards, regulations, practices, and procedures, prescribed from time to time by the FAA, and in addition, by RIAC, unless pre-empted by the FAA.

18.5 Aircraft Parking Areas. RESERVED.

18.6 Aircraft Registration. RESERVED.

18.7 Security. RESERVED.

18.8 Environmental Compliance.

18.8.1 Compliance with Environmental Law. Lessee will not cause or permit the storage, use, or disposal, of any Hazardous Materials, pollutants or contaminants on or in the Premises or adjacent property or at the Airport, except in compliance with applicable law and in

quantities necessary to the use, operation and maintenance of the Premises. Lessee shall not do anything affecting the Premises that is in violation of any Environmental Law, nor shall Lessee allow anyone else acting on behalf of or at the direction of Lessee to do anything affecting the Premises that is in violation of any Environmental Law.

18.8.2 Notice of Claims. Lessee will promptly give RIAC written notice of any investigation, claim, demand, lawsuit or other action by any Governmental Authority or private party involving the Premises and any Hazardous Materials or Environmental Law of which Lessee has knowledge and of which Lessee is allowed by law to give notice to RIAC. If Lessee learns, or is notified by any Governmental Authority, that any removal or other remediation of any Hazardous Materials affecting the Premises is necessary, if caused by the act or omission of Lessee, its agents, employees, suppliers, service people, business visitors, guests or invitees, Lessee shall take all necessary remedial actions in accordance with all Environmental Laws, at Lessee's sole cost and expense.

18.8.3 Environmental Indemnification. Lessee will indemnify, defend, and hold RIAC and its Affiliates harmless from and against any and all fines, suits, procedures, claims, actions, causes of action, damages, recoveries, obligations, and liabilities of every kind, nature, and description, and all costs and expenses associated therewith (including without limitation, attorneys' and consultants' fees) (collectively, "Losses"), arising out of or in any way connected with or related to: (i) any deposit, spill, discharge, or other release or the threat of release of any Hazardous Material which is caused by Lessee, or any of Lessee's employees, agents, invitees, licensees, subtenants, or contractors, and (ii) Lessee's failure to provide all information, make all submissions, and take all actions required by all Governmental Authorities under all applicable laws, including without limitation, Environmental Laws; and (iii) Lessee's failure to comply with any provision of this Section 18. In furtherance, and not in limitation of, this Section 18.8.3, Lessee shall be responsible for the cost of any remediation required to be performed in, on, or about the Premises and/or the Facility as a result of any such release or failure to comply during the Lease Term. Lessee shall not be responsible for any such remediation required to be performed as a result of any act or omission by RIAC and/or its agents or any other Person not acting on behalf of or at the direction of Lessee.

19. General Indemnification. From and after the date hereof and throughout the Lease Term, Lessee will protect, indemnify and save harmless RIAC and the State of Rhode Island and their respective Affiliates from and against any and all Losses, arising out of Lessee's use of or operations at the Premises or out of the Lessee's tenancy hereunder caused directly or indirectly by the act or omission of Lessee, or any of its agents, employees, suppliers, service people, business visitors, guests or invitees in, on or about the Premises. Lessee's indemnity and defense obligations under this Lease will survive the expiration or sooner termination of this Lease. Lessee will not be responsible for any Losses arising out of the act or omission of RIAC and/or its agents or any other persons.

20. Default.

20.1 Events of Default by Lessee. The occurrence of any of the following on the part of Lessee shall constitute an Event of Default:

- (i) failure to pay within ten (10) days after receipt of written notice any rent, insurance premiums, utilities, or other charges or payments required of Lessee under this Lease;
- (ii) a final order of a court of competent jurisdiction results in a suspension or termination being placed upon Lessee which prohibits the use by Lessee of the Facility and/or the Premises, or if any necessary licenses or certifications of Lessee are revoked or suspended, and any such suspension or termination has not been removed or withdrawn within ninety (90) days;
- (iii) any intentional material misstatement or material omission of fact in any written report, notice or communication required to be provided under this Lease from Lessee to RIAC with respect to Lessee or the Facility and/or the Premises;
- (iv) the admission in writing of Lessee's inability to pay its debts generally, or an assignment of all or substantially all of its property and/or receivables for the benefit of creditors,
- (v) the appointment of a receiver, trustee, or liquidator for Lessee or any of the property of Lessee, if within ten (10) business days of such appointment Lessee does not inform RIAC in writing that Lessee intends to cause such appointment to be discharged and Lessee does not thereafter discharge such appointment within one hundred eighty (180) days after the date of such appointment;
- (vi) the filing by Lessee of a voluntary petition or the filing by any other party of an involuntary petition for Lessee under any federal bankruptcy law or under the law of any state to be adjudicated as bankrupt or for any arrangement or other debtor's relief, which shall continue in effect and unstayed for a period of one hundred eighty (180) days;
- (vii) the abandonment of the Facility or the Premises or the vacancy of the Facility or the Premises by Lessee for more than thirty (30) consecutive days, excluding, however, the temporary absence of Lessee's aircraft from time to time in the normal course of Lessee's operations at the Premises, or the cessation of Lessee's operations at the Facility and/or the Premises for more than thirty (30) consecutive days;
- (viii) the failure by Lessee to complete the Work and commence operations by the first anniversary of the Effective Date;
- (ix) the failure by Lessee to perform or comply with any other covenant, term or provision of this Lease not requiring the payment of money; provided, however, in the event any such default is curable, such default shall be deemed cured, if: (a) within five (5) business days of receipt of a notice of default from RIAC, Lessee gives RIAC notice of its intent to cure such

default; and (b) Lessee cures such default within thirty (30) days after such notice from RIAC, unless such default cannot with due diligence be cured within a period of thirty (30) days because of the nature of the default or delays are beyond the control of such party, and cure after such thirty (30) day period will not have a material and adverse effect upon the Premises or the Airport, in which case such default shall not constitute an Event of Default if the defaulting party uses its best efforts to cure such default by promptly commencing and diligently pursuing such cure to the completion thereof.

20.2 RIAC's Remedies. Upon the occurrence of an Event of Default, RIAC may terminate this Lease upon notice to Lessee, and in addition to such termination, Lessee may exercise all rights and remedies under this Lease and all rights and remedies available under the laws of the United States of America, the state of Rhode Island, and any applicable municipality (including all applicable federal, state and local agencies, departments and boards) as well as any and all rights and remedies available in equity. Without limiting the foregoing, RIAC shall have the right, but not the obligation, to do any of the following:

- (i) sue for the specific performance of any covenant of Lessee under this Lease as to which Lessee is in breach;
- (ii) upon compliance with the requirements of applicable law, RIAC may enter upon the Premises, terminate this Lease and dispossess Lessee from the Premises; or
- (iii) upon compliance with the requirements of applicable law, and without termination of this Lease, RIAC may dispossess Lessee from the Premises in which event RIAC shall make commercially reasonable attempts to relet any portion of the Premises to such tenant or tenants, for such term or terms, for such rent, or such conditions, and for such uses, as RIAC in the exercise of its reasonable discretion, may determine, and RIAC may collect and receive any rents payable by reason of such reletting, notwithstanding the foregoing, any such reletting by RIAC shall not relieve Lessee of Lessee's primary obligations under this Lease, including but not limited to payment of base rent not fully covered by the rent received from any such replacement tenant, and Lessee shall pay the difference of any amount due hereunder and the amount so collected, as due and upon demand from RIAC, from time to time.

20.3 RIAC's Default and Lessee's Remedies. If RIAC shall fail to perform or comply with any term of this Lease, and such failure shall continue for a period of thirty (30) days after RIAC's receipt of written notice thereof from Lessee specifying such failure and requiring it to be remedied, then Lessee may pursue any and all remedies available at law or in equity. Notwithstanding the foregoing, if such failure cannot with due diligence be remedied by RIAC within a period of thirty (30) days, and if RIAC commences to remedy such failure within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the

period of time for remedy of such failure shall be extended as long as RIAC prosecutes such remedy with reasonable diligence.

20.4 Attorneys' Fees. The prevailing party in any dispute shall have the right to claim and receive all reasonable attorneys' fees and collection costs associated with any default hereunder.

20.5 Remedies Cumulative. No right or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity.

20.6 Survival. No expiration or termination of this Lease shall relieve Lessee and RIAC of their respective liability and unfulfilled obligations under this Lease, and such liability and unmet obligations shall survive any such expiration or termination.

21. Removal of Property. Upon the expiration of this Lease, Lessee shall have the right to remove and upon the written request of RIAC shall remove, at Lessee's own expense its moveable business fixtures, furniture, machinery, equipment, signs, and insignia. Any damage to the Premises caused by such removal shall be repaired at Lessee's expense. Lessee shall have thirty (30) days after the expiration or sooner termination of this Lease (including any extensions thereof) to remove Lessee's property and repair any damage. Lessee shall surrender possession of the Premises in as good condition as they were at the time of commencement of this Lease, together with any improvements authorized by RIAC, normal wear and tear, damage by fire, the elements or acts of war excepted.

22. No Accord and Satisfaction. No acceptance by RIAC of a lesser sum than the rent provided for herein, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as base rent or other charge be deemed an accord and satisfaction, and RIAC may accept such check or payment without prejudice of RIAC's right to recover the balance of such installment and pursue any other remedy.

23. Flight Operations of the Airport.

23.1 Reservation of Rights. RIAC reserves for itself and its Affiliates, and its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Airport, including without limitation, the air space above the Premises, together with a right to cause in such air space such noise, dust and fumes as may be inherent in the operation of aircraft now known or hereafter used, or navigation in or using such air space for landing, taking off or operating on or above or near the Airport.

23.2 Noninterference by Lessee. Lessee will neither erect structures other than the Facility nor permit nor operate equipment nor store material on the Premises, in such a manner as to create any obstruction to air navigation and radar operations according to the criteria or standards as prescribed from time to time in Part 77 of the FAA Regulations, except as permitted

by the FAA, nor will Lessee create electrical interference with radio communications, radar or electromagnetic equipment between the Airport and aircraft, or make it difficult for a flier to distinguish between Airport lights and others, or cause a glare in the eyes of fliers using the airport, or impair visibility in the vicinity of the Airport by lights or smoke, or otherwise endanger the landing, taking-off or maneuvering of aircraft. Lessee shall not, by either its activities upon or use of the Premises, interfere with radio communications, instrument landing systems, navigational aides or flight operations of the Airport or telecommunications equipment or devices located at the Airport, whether or not related to airport operations.

23.3 Government Agencies.

23.3.1 Cooperation. Lessee shall cooperate and assist RIAC in dealing with inquiries, proceedings or other action of the FAA and all other federal, state and local agencies in all matters relating to the operation of the Airport, at no cost to Lessee. RIAC may, from time to time, employ various planning and engineering consultants in connection with RIAC's ownership and operation of the Airport, and Lessee shall cooperate with and reasonably assist such consultants as requested by RIAC.

23.3.2 Federal Aviation Act. Lessee will comply with the provisions of the Federal Aviation Act of 1958, 49 U.S.C. 1349 (a), and any future amendments or revisions thereto, or any rules or regulations promulgated thereunder and any provision of any agreements providing federal assistance for the development of Airports entered into by RIAC and the federal government or its agencies which do not unreasonably increase the cost of Lessee's operations at the Premises or do not unreasonably restrict Lessee's operations at the Airport. Notwithstanding the foregoing, if the provisions of this Section 23.3.2 are invoked against Lessee, Lessee may terminate this Lease without further liability of Lessee if in Lessee's reasonable discretion such invocation materially increases Lessee's obligations or materially decreases Lessee's rights under this Lease, and further subject to RIAC's obligations under Section 43.

23.3.3 Emergency Situations. During time of war or national emergency, RIAC shall have the right to lease the Airport area or any part thereof, including the Premises, to the federal government for military use if required to do so by law and, if such lease is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the federal government, shall be subordinate to such lease with the federal government. In any such event, all of Lessee's rent shall be equitably adjusted.

23.3.4 FAA Certifications. In the event Lessee wishes to perform services which are regulated by the FAA, Lessee will supply RIAC with copies of certificates issued by FAA within ten (10) days of receipt. Lessee will also supply copies of all such certificates when they are renewed, together with any notices of cancellation or termination of such certificates.

24. No Joint Venture. Neither a partnership nor a joint venture is created by this Lease. Lessee shall notify all potential sublessees, contractors and others that it has no authority to bind RIAC or its managing agent and that certain agreements negotiated with sublessees, contractors and others must be submitted to RIAC and to federal and state authorities for review

and approval in accordance with applicable law and provisions of this Lease, and RIAC shall advise all potential lessees, contractors and others that it has no authority to bind Lessee.

25. Nonsolicitation. Lessee will not, during the Lease Term, knowingly solicit for hire on a full-time or part-time basis, any employees of RIAC regardless of whether such employees are full-time or part-time employees.

26. Representations and Warranties.

26.1 Representations of Lessee. To induce RIAC to enter into this Lease, Lessee makes the representations and warranties set forth in this Section 26.1.

26.1.1 Organization and Power. Lessee is a corporation, validly existing and in good standing under the laws of the state of Delaware, and has all requisite power to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Lessee hereunder.

26.1.2 Authorization and Execution. All actions by Lessee's board of directors necessary to make this Lease an effective and binding contract have been duly taken, and Lessee is fully authorized and empowered to make this Lease and is bound thereby. This Lease has been duly executed and delivered by Lessee.

26.1.3 Noncontravention. The execution and delivery of, and the performance by Lessee of its obligations under, this Lease do not and will not contravene Lessee's organizational documents or any material agreement, judgment, injunction, order or decree applicable to Lessee directly.

26.1.4 Litigation. There is no action, suit or proceeding pending or known to Lessee to be threatened against or affecting Lessee in any court, before any arbitrator or before or by any Governmental Authority which: (i) in any manner raises any question affecting the validity or enforceability of this Lease; or (ii) directly affects the authority of Lessee to enter into and perform this Lease.

26.1.5 Brokerage. Lessee has not engaged the services of, nor is it liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee or commission with respect to the making of this Lease.

26.1.6 Disclosure of Material Facts. To the knowledge of Lessee, neither this Lease nor any other instrument, document, statement or certification given to RIAC with respect to this transaction contains any untrue statement of a material fact or fails to disclose a material fact which would adversely affect RIAC's use of the Premises or Facility.

26.2 Representations of RIAC. To induce Lessee to enter into this Lease, RIAC makes the representations and warranties set forth in this Section 26.2.

26.2.1 Authorization and Execution. RIAC is fully authorized and empowered to make this Lease and is bound thereby. This Lease has been duly executed and delivered by RIAC.

26.2.2 Noncontravention. The execution and delivery of, and the performance by RIAC of its obligations under, this Lease do not and will not contravene RIAC's organizational documents or any material agreement (including DOT Lease), judgment, injunction, order or decree applicable to RIAC directly.

26.2.3 Litigation. There is no action, suit or proceeding pending or known to RIAC to be threatened against or affecting RIAC or the Airport in any court, before any arbitrator or before or by any Governmental Authority which: (i) in any manner raises any question affecting the validity or enforceability of this Lease; or (ii) directly affects the authority of RIAC to enter into and perform this Lease.

26.2.4 Brokerage. RIAC has not engaged the services of, nor is it liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee or commission with respect to the making of this Lease.

26.2.5 Disclosure of Material Facts. To the knowledge of RIAC, neither this Lease nor any other instrument, document, statement or certification given to Lessee with respect to this transaction contains any untrue statement of a material fact or fails to disclose a material fact which would adversely affect Lessee's use of the Premises or Facility.

27. Time. Time is of the essence in the performance of the provisions and covenants of this Lease.

28. Complete Contract. This Lease constitutes the entire agreement between RIAC and Lessee and supersedes all negotiations, agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party hereto shall be bound by nor charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Lease. This Lease may not be amended, altered or modified except by a writing signed by RIAC and Lessee.

29. Application. All indications or notations that apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by this Lease.

30. Notices. All notices under this Lease shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses:

RIAC: Rhode Island Airport Corporation
T.F. Green Airport
2000 Post Road
Warwick, RI 02886
Attention: Department of Commercial Programs

Lessee:

All notices, demands and requests must be in writing and shall be effective upon personal service to the addressee or upon being deposited in the United States mail. The time period in which a response to any such notice, demand or request must be given, however, shall commence to run from the date of receipt of the notice, demand or request in the case of personal service and the date upon the return receipt in the case of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided below shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, the parties hereto and their respective permitted successors and assigns shall have the right from time to time and at any time during the term of this Lease to change their respective addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.

31. Validity. In the event that this Lease contains any unlawful provision not an essential part of the Lease and which shall not appear to have been a controlling or material inducement, to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Lease without affecting in any respect whatsoever the validity or enforceability of the remainder of this Lease.

32. Captions. The captions appearing in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or construe or describe the scope or intent of any provisions of this Lease nor in any way affect this Lease.

33. Survival of Rights; No Third Party Beneficiaries. This Lease is personal to Lessee, and Lessee shall not have the right, power, or authority to assign this Lease or any portion thereof, or to delegate any duties or obligations arising hereunder, except in any such case as provided herein, either voluntarily, involuntarily or by operation of law, without the prior written consent of RIAC, which consent shall not be unreasonably withheld or delayed. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns. This Lease is solely for the benefit of RIAC and Lessee and nothing contained in this Lease shall be deemed to confer upon anyone other than RIAC and Lessee any right to insist upon or to enforce the performance or observance of any of the obligations contained herein. All conditions to the obligations of any party to perform its obligations hereunder are imposed solely and exclusively for the benefit of such party and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by such party if, in such party's sole discretion, such party deems it advisable or desirable to do so.

34. Governing Law. This Lease has been entered into in the State of Rhode Island and all matters and questions with respect to or in connection with this Lease (whether in contract, tort or otherwise), and the rights and liabilities of the parties hereto, shall be governed by the laws of this State, without reference to its choice of law provisions. Each of the parties irrevocably consents and submits to the exclusive jurisdiction of the courts of the State of Rhode

Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of or related to any of its obligations hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

35. Force Majeure. Neither RIAC nor Lessee shall be responsible or liable for any failure or delay in the performance of its obligations under this Lease because of an act of Force Majeure, nor shall any such failure or delay afford a party the right to terminate this Lease. Notwithstanding the foregoing, the definition of "Force Majeure" as to RIAC, shall not include any action taken by or on behalf of RIAC, or by or on behalf of the FAA or any other Governmental Authority, whether or not such action has been consented to by RIAC or not otherwise disputed or contested to by RIAC, and which limits the rights of Lessee to use the Premises for the purposes intended hereunder, or to operate its hangar facilities as intended hereby, for any period longer than thirty (30) days.

36. Waiver. No consent or waiver, express or implied, by RIAC or Lessee to or of any breach or default by the other party in the performance of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by Lessee or RIAC of the same or any other obligations hereunder. Failure on the part of RIAC or Lessee to declare a defaulting party in default, irrespective of how long such failure continues, shall not constitute a waiver RIAC or Lessee of its rights hereunder. The giving of consent by RIAC in any one instance shall not limit or waiver the necessity to obtain RIAC's consent in any future instance.

37. Further Assurances. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Lease.

38. Recording. This Lease shall not be filed for record, but in lieu thereof, RIAC and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

39. Authority of Lessor and Lessee. Neither party shall have any right or authority, express or implied, to commit or otherwise obligate the other party in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by such other party. No other person shall have the authority to waive orally, or to release Lessor or Lessee from any of duties or obligations under this Lease unless such release is effected as an amendment hereto. Neither Lessor nor Lessee shall become, in any way or for any purpose whatsoever, a partner of the other party, or joint venturer or a member of a joint enterprise with the other party by virtue of this Lease.

40. Exhibits and Schedules. Lessor and Lessee will each provide the Exhibits and Schedules required by this Lease within thirty (30) days of the Effective Date; provided, however, that Lessee shall furnish the Drawings and Specifications in accordance with the terms and conditions of Section 4.1.

41. Dispute Resolution. This Section 41, including the subparagraphs below, is referred to as the “Dispute Resolution Provision”. This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Lease (including any renewals, extensions or modifications); or (ii) any document related to this Lease (collectively a “Claim”). All Claims shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the “Act”). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(b) Arbitration proceedings will be determined in accordance with the Act, the then current rules and procedures for the arbitration of leasehold disputes of the American Arbitration Association or any successor thereof (“AAA”), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If the AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration shall be administered by the AAA and conducted, unless otherwise required by law, in Providence, Rhode Island. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by a panel of three (3) arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be enforced.

(c) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on the AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Lease.

(d) This Section 41 does not apply to the determination of base rent during each Option Term (which is governed by Section 6.3) and does not limit the right of any party to exercise self-help remedies, such as but not limited to, setoff or act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies as provided herein.

(e) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such

Claim. WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

42. Additional Federal Covenants.

42.1 Tenant for itself, its, personal representatives, 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 said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

42.2 Tenant for itself, its personal representatives, 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: (1) no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Sections 42.1 and 42.2 shall be included in any subcontract, sublease, or assignment approved by RIAC.

43. Recapture. RIAC reserves the right to recapture the Premises anytime during the Term of this Lease if RIAC, in its sole and absolute discretion, determines that the Premises are required for changes in or expansion of airport operations, or the requirement of such space for public facilities, utilities, or other uses directly related to the furnishing of air transportation services. RIAC also reserves the right to recapture the Premises anytime during the Term of this Lease if the Airport is no longer used for the provision of air transportation services and ceases to be an airport. This Lease shall terminate ninety (90) days after the provision of written notice by RIAC to Lessee of RIAC's determination to recapture such Premises. RIAC may offer substitute space to Lessee in connection with recapture of the Premises. Nothing in this Lease shall be deemed to require that RIAC offer substitute space, or that Lessee accept substitute space. The offering of substitute space will be in the sole and absolute discretion of RIAC; provided, however, that any such substitute space shall be offered by RIAC to Lessee at least ninety (90) days before the effective date of the recapture. In such events of recapture, RIAC shall reimburse Lessee the Net Book Value of the Lessee's improvements to Premises.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Rhode Island Airport Corporation and _____
have each caused this Lease to be duly executed by their respective officers as of the day and
year first above written.

RHODE ISLAND AIRPORT CORPORATION

By: _____

Kelly J. Fredericks, P.E., A.A.E.
President & CEO

By: _____

Title: _____

LIST OF EXHIBITS

Description of Premises Exhibit

Site Location Map Exhibit

Project Timetable Schedule

Permit Schedule

Subcontractor Schedule

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LEASE and OPERATING AGREEMENT

between

RHODE ISLAND AIRPORT CORPORATION

and

_____ **Airport**

_____, **Rhode Island**

LEASE and OPERATING AGREEMENT

This Lease and Operating Agreement (Lease) is entered into as of the ___ day of _____, 2015, (the “**Effective Date**”) by and between the RHODE ISLAND AIRPORT CORPORATION (“**RIAC**”), and _____, a Rhode Island corporation (“**Lessee**”).

RECITALS

WHEREAS, RIAC is a public corporation, is a governmental agency, and public instrumentality of the state of Rhode Island. RIAC is responsible for the operation and maintenance of the state’s airport system. Specifically, through a certain Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates _____ State Airport in _____, Rhode Island (the “**Airport**”); and

WHEREAS, RIAC has entered into a certain management contract with AFCO AvPORTS Management, LLC (“**Airport Manager**”) dated April 28, 2011 with said management contract authorizing the Airport Manager to manage the five (5) general aviation airports located in the state of Rhode Island; and

WHEREAS, RIAC and Lessee desire to enter into this Lease and Operating Agreement and Lessee desires to engage in the business of construction and operation of general aviation aircraft hangar facilities at the Airport.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and other valuable consideration, RIAC, Airport Manager and Lessee agree, for themselves, their successors and assigns, as follows:

AGREEMENTS

1. Definitions and Terms.

1.1 Definitions. The terms set forth in this Section 1.1 shall have the meanings ascribed to them herein.

“**Affiliate**” means any Person which, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such Person.

“**Airport**” means the _____ Airport located in Middletown, Rhode Island, which RIAC leases from the State pursuant to the DOT Lease and operates.

“**Airport Manager**” means RIAC or the entity, if any, which RIAC has engaged, from time to time, to manage the Airport at the time, or its successors and assigns, currently AFCO AvPORTS Management, LLC.

“**Contract**” means that certain contract between the Contractor and Lessee for performance of the Work.

“**Contractor**” means the primary general contractor (or design/build contractor) hired by Lessee to perform the Work pursuant to the Contract.

“**Drawings and Specifications**” means the drawings and specifications for the Work which Lessee will construct on the Premises pursuant to the terms and conditions of Sections 4 and 5, and which will be attached to this Lease pursuant to the provisions of Section 4.

“**Environmental Law**” means any law, statute, regulation, rule, order, decree, judgment, consent decree, settlement agreement or governmental requirement, which relates to or otherwise imposes liability or standards of conduct concerning mining or reclamation of mined land, discharges, emission, releases or threatened releases or noises, odors or any pollutants, contaminants or hazardous or toxic wastes, substances or materials, whether as matter or energy, into ambient air, water or land, or otherwise relating to the existence, manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of pollutants, contaminants or hazardous or toxic wastes, substances or materials, including the Surface Mining Control and Reclamation Act of 1977, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act of 1976, as amended, the Clean Water Act, as amended, any “Superfund” or “Superlien” law, and any other federal, state or local statutes, rules, regulations, and ordinances now or hereafter in effect, which are applicable to the Premises.

“**Environmental Permit**” means any of the permits required by or pursuant to any applicable Environmental Law.

“**Event of Default**” means any and every event of default set forth in Section 20 of this Lease.

“**FAA**” means the Federal Aviation Administration.

“**Facility**” means the building(s) and other improvements, including without limitation, an _____, and all related site improvements, including without limitation, aircraft taxiways, aircraft taxiway markings, aircraft taxiway lighting, aircraft aprons and tie-downs, ramps, fencing, access control, lighting, automobile parking, and all utility infrastructure and connections as may be required, located on the Premises at the Airport and designated on the attached Site Location Map Exhibit.

“**Force Majeure**” means any act, event, circumstance or condition that is beyond the control of RIAC or Lessee which prevents or delays the party from performing or fulfilling any obligation or condition set forth in this Lease, and such act, event, circumstance or condition is not the result of the acts, omissions or lack of reasonable due diligence (including without limitation, the consent) of the party so affected, and shall include the following:

- (i) an act of God, lightning, earthquake, flood, fire, explosion, storm or similar casualty, an act of terrorism, an act of the public enemy, war, blockade, general arrest or restraint of people or government, civil disturbance or any similar occurrence;

- (ii) the failure of any appropriate federal, state or local agencies or public or private utilities having appropriate jurisdiction to provide and maintain all utility services;
- (iii) any strike, lockout, work slowdown or stoppage; provided, however, that in such event such party shall use commercially reasonable efforts to continue to perform its obligations under this Lease, which efforts shall include, but not be limited to, engaging other subcontractors or securing other sources of labor if contractually permitted;
- (iv) the temporary or final order, injunction or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body which is not the result of the acts or omissions of the party so affected, which prohibits or otherwise restricts the operation of the Airport as an Airport or the operation of Lessee's business;
- (v) the unavailability, suspension, termination, interruption, denial or failure of renewal of any license, permit, consent, authorization or approval necessary for the performance of obligations under this Lease; provided, however, that such unavailability, suspension, termination, interruption, denial or failure of renewal is not the result of the acts or omissions of the party so affected; and
- (vi) a change in applicable law which makes the continued performance of the party so affected impossible or technically unfeasible or causes a substantial delay in performance that could not have been avoided by reasonable diligence.

“Governmental Authority” means the government of the United States, any state or political subdivision thereof, or any foreign country, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Hazardous Material” means any “oil,” “hazardous material,” “hazardous wastes,” or “hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, or any similar statute, and the regulations adopted pursuant thereto, and shall include (whether or not included in the definition contained in such laws), petroleum, solvents, asbestos and other chemicals which would be materially dangerous to the environment or to human beings.

“Lease” means this Lease, and each and every Exhibit and Schedule attached hereto, which by this reference are made part of this Lease, all as amended from time to time.

“Lease Term” means a period commencing on the Effective Date and ending _____ () years from and after the Start-Up Date, together with any and all Option Terms, unless earlier terminated pursuant to any provision hereof.

“Lease Year” means a period of twelve (12) consecutive calendar months, with the first lease year commencing on the Effective Date and each succeeding lease year commencing on the anniversary date of the Effective Date.

“Lessee” is defined in the Preamble.

“Losses” is defined in Section 18.7.3.

“MAI Appraiser” means an appraiser licensed or otherwise qualified to do business in the state of Rhode Island and who has substantial experience in performing appraisals of facilities similar to the Premises and is certified as a member of the American Institute of Real Estate Appraisers or certified as an SRPA by the Society of Real Estate Appraisers, or, if such organizations no longer exist or certify appraisers, such successor organization or such other organization as is mutually by RIAC and Lessee.

“Net Book Value” means the original total construction cost incurred by Lessee for the Facilities, less accumulated amortization or depreciation (as appropriate) as set forth on the certified statement of construction cost required by Section 4.1 “Construction of Facilities”, as of the date on which Lessee is required to surrender the Premises or portion thereof, prorata, subject to Section 43, “Recapture”.

“Permitted Tenant(s)” means any Person that is a prospective tenant for the Facility.

“Person” means any partnership (including limited partnerships), corporations, limited liability companies, Governmental Authorities, trusts and other legal entities, as well as natural persons.

“Premises” means that certain parcel of real property consisting of approximately _____ square feet at the Airport, together with all structures and improvements located thereon, designated on the attached Site Location Map Exhibit and described on the attached Premises Exhibit.

“Project Timetable” means the project timetable described in Section 4.6, and set forth on the attached Project Timetable Schedule.

“RIAC” is defined in the Preamble.

“Start Up Date” means the date on which Lessee has received a Certificate of Occupancy (or equivalent under local law) for the Facility.

“Subcontractor” means a Person which has an indirect contractual or vendor arrangement or relationship with Lessee to perform any of the Work or supply any services and/or materials therefor.

“Work” means all aspects of engineering, design, permitting, and construction of the Facility in accordance with the terms and conditions of Section 4 of this Lease, and includes the furnishing of all materials, labor, equipment, supplies, plants, tools, scaffoldings, transportation, superintendence, insurance, taxes, bonds, warranties, covenants and incidentals and other

services, facilities, and expenses necessary or convenient for the full performance and completion by Lessee of the requirements of this Lease, and the permanent improvements, structures, and components, fixtures and their appurtenances required or specified by this Lease.

1.2 Context. Unless the context otherwise requires:

- (i) the words “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar words refer to this Lease;
- (ii) the word “hereafter” means after, and the word “hereinbefore” means before, the date of this Lease; and
- (iii) the word “day” or “days” refer to calendar day(s).

1.3 Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plurals and vice versa. Titles of Sections are for convenience of reference only, and neither limit nor amplify the provisions of this Lease itself. The use herein of the word “including,” when following any general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation,” or “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

2. Lease of Premises.

2.1 Lease. Pursuant to the terms and conditions of this Lease, RIAC leases to Lessee, and Lessee leases from RIAC, the Premises as described herein.

2.2 Purpose. The Premises are to be utilized for the purpose of constructing and operating _____ and for no other purpose whatsoever, including without limitation, any operation of a charter aircraft service. Lessee will not make or allow any offensive or unlawful use of the Premises and will keep the Premises free from all objectionable noises, odors, rubbish and debris. Lessee shall not create any nuisance thereon, nor cause nor permit any waste thereof, nor shall Lessee conduct, suffer or permit any other activity (other than normal aircraft operations) which would: (i) adversely affect the structural integrity of the Facility; (ii) render untenable any part of the Facility; or (iii) disturb the quiet enjoyment of other lessees of the Airport or other parties who have access to the Airport.

3. Term.

3.1 Initial Term. The initial Lease Term shall begin on the date hereof and continue, unless this Lease is earlier terminated pursuant to the terms and conditions of this Lease, until the day immediately preceding the _____ (___th) anniversary of the Start-Up Date.

3.2 Option to Extend Lease. Provided that no Event of Default shall be continuing on the commencement of the applicable Option Term, Lessee shall have the right to extend the term

of this Lease for an additional Option Term of _____ () years, provided written notice of the Lessee's exercise of the Option Term is given by Lessee to RIAC at least ninety (90) days, but no more than one hundred and eighty (180) days, prior to the expiration of the then term under the same terms and conditions as the Lease Term, except the annual base rental.

4. Lessee's Construction Obligations.

4.1 Construction of Facility. Lessee, at its sole cost, expense, and risk, shall construct the Facility and shall cause the Work to be performed in accordance with this Lease, and in accordance with the Contract, with materials, equipment, and workmanship of the quality required by the Contract. Lessee's obligations include, but are not limited to, the construction of the Facility in accordance with the Drawings and Specifications. Within thirty (30) days of the date hereof, Lessee shall furnish RIAC with its proposed Drawings and Specifications for the Facility, and shall obtain the prior written consent from RIAC before it commences construction, which consent shall not be unreasonably withheld, conditioned or delayed. RIAC reserves the right to request reasonable restrictions and conditions in connection with the Work that do not interfere with Lessee's use of the Premises or unreasonably increase the cost of Work. Within thirty (30) calendar days of the completion of construction of the Facility required under this Lease, the Lessee's construction contractor(s), architect(s), and engineer(s) must provide RIAC with: (1) as-built plans showing the actual construction of the Facility; (2) a certified statement of costs from the construction contractor(s), architect(s) and engineer(s) specifying the total construction cost, to include an accompanying amortization schedule which depreciates the Facility over a period which shall not exceed the Lease Term; (3) a certification that the improvements have been constructed in accordance with the approved plans and specifications, and in strict compliance with all applicable building codes, laws, rules, ordinances and regulations of any Governmental Authority as required by applicable law; and (4) certified proof in writing demonstrating that no liens exist or have been filed or may be filed by reason of any or all of the construction.

4.2 Site Preparation.

4.2.1 Preparation of Site. Site preparation and the connections and supply of all utilities to the Premises and the Facility, and all related site improvements, including without limitation, aircraft taxiways and associated taxiway markings and taxiway lighting, aircraft aprons and tie-downs, ramps, fencing, access control, lighting, and automobile parking, located on the Premises at the Airport will be the exclusive responsibility of Lessee.

4.3 Permits. Lessee shall be responsible for determining the need for, and thereafter shall apply for, pursue, and obtain, in accordance with the Project Timetable, all federal, state, and local demolition, construction and operating permits and approvals required to construct the Facility and carry out the obligations of Lessee under this Section 4, including all Environmental Permits, and building, utility, sewer, electrical, mechanical, and plumbing permits. The attached Permit Schedule contains a list of all such permits and approvals determined to be necessary by Lessee as of the date hereof. Upon receipt of all necessary permits, Lessee shall provide written notice to RIAC, together with copies of all permits, and RIAC will have three (3) days to review such permits to determine if they are in order, and if RIAC determines that such permits are in order, RIAC will then notify Lessee to proceed with construction of the Facility. In the event

RIAC fails to notify Lessee within the three (3) day review period, RIAC shall be deemed to have accepted such permits and Lessee shall be authorized to proceed.

4.4 Subcontractors. All portions of the Work that Lessee does not perform with its own forces shall be performed pursuant to the Contract. By an appropriate written agreement, Lessee shall require the Contractor, to the extent of the Work to be performed by the Contractor, to be bound to Lessee by the terms of this Lease, and to assume toward Lessee all the obligations and responsibilities which Lessee, by this Lease, assumes toward RIAC, but only with respect to the Work. Such agreement shall preserve and protect the rights of RIAC under this Lease with respect to the Work to be performed by the Contractor. Any contract or agreement for labor, services, materials or supplies to be furnished in connection with the construction of the Facility shall provide that no lien, claim, or other encumbrance shall thereby be created, or arise by anyone thereunder upon or against the Premises or the Facility, to the fullest allowed by law. Lessee warrants to RIAC that the Facility shall be free and clear of any such liens, claims or other encumbrances by any Person claiming through or under Lessee, subject to Lessee's right to contest in Section 16.2. RIAC warrants to Lessee that, as of the Effective Date, the Premises are free and clear of any liens, claims, or other encumbrances except the DOT Lease.

4.5 Payment, Performance and Lien Bond. Lessee will be required to provide labor, material, payment, performance, and lien bonds in an amount necessary to complete construction of the Premises, including the Facility, in the event of a default of this Section 4 by Lessee. These bonds shall be delivered to RIAC prior to the commencement of construction and must remain in effect until the appropriate building official(s) issue a Certificate of Occupancy or other equivalent instrument or certificate, and be governed by Rhode Island law. Such bonds will secure Lessee's performance under this Section 4, and shall provide security for the payment of all Persons performing labor or furnishing materials in connection with this Section. The form of each bond required hereunder, and the surety which issues it, must be reasonably acceptable to RIAC in all respects and shall cover 100% of hard construction costs. All bonds provided pursuant hereto must: (i) state that the surety will permit arbitration and be ultimately responsible for the payment of any award; (ii) name RIAC as an obligee; and (iii) be issued by a surety qualified to do business in the state of Rhode Island.

4.6 Time Provisions. The proposed schedule for progress of the Work, the Project Timetable, including permit acquisition, design, financing, construction and performance, is set forth on the attached Project Timetable Schedule. Subject to permitting approval, Lessee will commence construction no later than the date set forth thereon for the commencement of construction, and shall thereafter prosecute the Work diligently, using such reasonable means and methods of construction as will maintain the progress of the Work in accordance with the proposed Project Timetable.

4.7 Inspection. Upon reasonable prior notice to Lessee, RIAC, its officers, directors, employees, contractors, consultants and agents shall have the right to enter upon the Premises and to review all aspects of the Work by Lessee or its employees, agents and contractors to the extent reasonably required by RIAC to ensure that the Work is being performed in a manner consistent with the rights and obligations of Lessee hereunder.

4.8 Execution, Correlation and Intent. Except to the extent expressly provided herein to the contrary, RIAC has made no representations as to the conditions of the Premises, including without limitation, any subsurface conditions, or any improvements thereon, including any warranty for any particular purpose, and is leasing the Premises in “As Is” condition. Lessee has inspected the Premises for defects, and Lessee relies solely on its inspection and waives any right to assert claims against RIAC based on any such defects, except to the extent set forth herein to the contrary. The intent of this Lease is to include all items necessary or reasonably inferable for the proper execution and completion of the Work. Words and abbreviations that have well-known technical or trade meanings, and not otherwise defined herein, are used in this Lease in accordance with such recognized meanings. All Work specified or indicated in this Lease will be performed by Lessee or on behalf of Lessee as part of this Lease unless it is specifically indicated that such Work is to be done by others.

4.9 Bill of Sale. On the last day of the Lease Term, the Facility shall automatically, without the necessity of any further action on the part of RIAC or Lessee, become the property of RIAC, and Lessee hereby assigns, transfers, and conveys the Facility to RIAC as of the last day of the Lease Term, or if sooner, upon the termination of this Lease, free and clear of all liens, encumbrances, and equities of third parties claiming by, through or under Lessee. Notwithstanding the provisions of the foregoing sentence, upon RIAC’s written request, Lessee shall further evidence RIAC’s ownership of the Facility by delivering to RIAC on the last day of the Lease Term, or if sooner, upon the termination of this Lease, a bill of sale for the Facility in form and substance reasonably satisfactory to RIAC and Lessee.

5. Operation and Management.

5.1 Lessee’s Representatives. Lessee shall provide to RIAC the name and title of Lessee’s authorized representative and principal contact with RIAC, Lessee’s Project manager, principal engineer and construction manager (as applicable) with respect to Work.

5.2 RIAC’s Representative. RIAC shall provide to Lessee the names and titles of RIAC’s authorized representatives and principal contacts with Lessee. RIAC may appoint an Airport Manager from time to time, and in the event of any such appointment, the Airport Manager will have the authority to represent RIAC in connection with the terms and conditions of this Lease and address all problems on behalf of RIAC arising under this Lease and to enforce all provisions of this Lease on behalf of RIAC, after written notice of appointment of such Airport Manager is delivered to Lessee.

6. Rent.

6.1 Base Rent. Lessee shall pay to RIAC, without notice thereof or demand therefor, and without deduction or set-off, an annual base rent, adjusted as hereinafter provided, payable on or before the first day of each month of each Lease Year during the Lease Term, at the address set forth below unless RIAC shall designate some other address in writing. Lessee’s obligation to pay base rent under this Lease shall commence on the Effective Date. If the date on which this Lease expires, or if sooner, terminates, is other than the first or last day of a Lease Year, the base rent for such Lease Year shall be adjusted on a daily pro rata basis.

6.2 Amount of Base Rent. From the Effective Date through _____, 20____, Lessee shall pay to RIAC base rent for the Premises of \$_____, payable in equal monthly installments of \$_____. The annual base rent for the Premises will automatically increase on every anniversary of the Effective Date during the Lease Term by the greater of: (i) an amount which is equal to the percentage change in the Consumer Price Index All Items (Northeast Region), published by the United States Department of Labor, Bureau of Labor, or any successor index published by a government agency (the "CPI") from the first day of the immediately preceding Lease Year during the Lease Term; or (ii) Three Percent (3%). If the date on which this Lease expires, or if sooner, terminates, is other than the first or last day of a Lease Year, the base rent for such Lease Year shall be adjusted on a daily pro rata basis.

6.3 Option Term Rent.

6.3.1 Fair Market Value. The base rent for the first Lease Year of the Option Term will be the greater of: (i) the fair market value of the Premises; or (ii) the rent for the immediately preceding Lease Year escalated per the terms of Section 6.2, above. The fair market value of the Premises will be determined by the mutual agreement of RIAC and Lessee, and in the event of their failure to agree, then the fair market value will be determined in accordance with the terms and conditions of Sections 6.3.2 and 6.3.3. Rent for subsequent Lease Years of the Option Term shall be computed per the terms of Section 6.2, above.

6.3.2 Selection of Appraisers. If RIAC and Lessee are unable to agree upon the fair market value of the Premises within the ninety (90) day period immediately preceding any Option Term, each shall within ten (10) days after written demand by the other select one MAI Appraiser to participate in the determination of fair market value. For all purposes under this Lease, the fair market value of the Premises shall be the fair market value of the Premises unencumbered by this Lease. Within ten (10) days of such selection, the MAI Appraisers so selected by RIAC and Lessee shall select a third MAI Appraiser. The three (3) selected MAI Appraisers shall each determine the fair market value of the Premises within thirty (30) days of the selection of the third appraiser. Lessee shall pay the fees and expenses of any MAI Appraiser selected by Lessee, RIAC shall pay the fees and expenses of any MAI Appraiser selected by RIAC, and RIAC and Lessee shall each pay half of the fees and expenses of the third MAI Appraiser. In the event either RIAC or Lessee fails to select a MAI Appraiser within the time period set forth herein, the MAI Appraiser selected by the other party shall alone determine the fair market value of the Premises in accordance with the provisions of this Section and the fair market value so determined shall be binding upon RIAC and Lessee. In the event the MAI Appraisers selected by RIAC and Lessee are unable to agree upon a third MAI Appraiser within the time period set forth herein, either RIAC or Lessee shall have the right to apply, at the expense of RIAC and Lessee shared equally, to the Presiding Justice of the Providence County Superior Court to name the third MAI Appraiser. Notwithstanding the foregoing, the parties may agree upon one MAI Appraiser to determine fair market value, and in such event such MAI Appraiser's determination thereof shall be final and binding on the parties and the parties shall share the cost of such appraisal equally.

6.3.3 Determination of Value. Within five (5) days after completion of the third MAI Appraiser's appraisal, all three (3) MAI Appraisers shall meet and a majority of the MAI Appraisers shall attempt to determine the fair market value of the Premises. If a majority are

unable to determine the fair market value at such meeting, the three appraisals shall be added together and their total divided by three. The resulting quotient shall be the fair market value of the Premises. If, however, either or both of the low appraisal or the high appraisal are more than ten (10%) percent lower or higher than the middle appraisal, any such lower or higher appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two, and the resulting quotient shall be such fair market value. If both the lower appraisal and higher appraisal are disregarded as provided herein, the middle appraisal shall be such fair market value. The result of the appraisal process set forth in this Section 6.3 shall be final and binding.

6.4 Payment. All base rent shall be payable to RIAC, through its Airport Manager currently AFCO AvPORTS Management, LLC, in advance on the first business day of each month, without notice thereof or demand therefor, without deduction or set-off and without abatement, time being of the essence, and forwarded to: AvPORTS, 300 Jenckes Hill Road, Smithfield, RI 02917, or at such other address or addresses as RIAC may hereafter specify by written notice to the Lessee. In the event that RIAC has not received the full amount of any monthly payment of base rent, by the end of ten (10) days after the date it first became due, then RIAC shall notify Lessee thereof in writing and Lessee shall also pay a late charge of three percent (3%) of the overdue rent or charge, in addition to any interest due pursuant to the provisions of Section 6.6

6.5 Taxes. Lessee will pay, as additional rent, during the Lease Term and any extension or renewal thereof all real estate and personal property taxes and assessments upon the Premises and the Facility which is during the term hereof laid, levied, assessed or imposed upon, the Premises and the Facility or any part thereof, or any charges in lieu of property taxes and assessments under applicable Rhode Island law. Lessee's obligation to pay real and personal property taxes and water and sewage usage charges and assessments shall be in the nature of a covenant to pay additional rent with the same rights and remedies in RIAC in the event of nonpayment as in the case of a default in the payment of rent. On the Effective Date, the Premises are exempt from property taxation, but RIAC may be required to make payments in lieu of taxes. In the event RIAC is required to make payments in lieu of taxes, RIAC shall obtain a separate assessment for the Premises (or portion of the Premises) subject to taxes, and will notify Lessee of the amounts and due dates therefor, and Lessee will pay such assessment as required by law, or in the event that Lessee fails to do so beyond any applicable notice and cure period, RIAC may make such payments, and Lessee will reimburse RIAC therefor. In the event RIAC is unable to obtain a separate assessment for the Premises from the taxing authority, Lessee shall pay its fair allocable share of the taxes assessed, based upon a pro rata share of the improvements subject to such tax that the portion of the Premises subject to such tax bears to the Airport improvements subject to such tax.

6.6 Overdue Rent. All payments of base rent and other sums due under this Lease which are not paid within thirty (30) days of the date due shall bear interest at the rate of ten percent (10%) per annum, or at the lesser maximum lawfully permissible rate, from the original due date until paid in full.

6.7 Construction as Rent. The Lessee's obligation to construct the Facility shall constitute additional rent to be paid by Lessee under this Lease. If Lessee fails to fulfill its

obligations to construct the Facility in accordance with the terms and conditions of Section 4, such failure shall constitute a material breach of this Lease by Lessee.

7. Net Lease. This Lease is a net lease, and that all rent shall be absolutely net to RIAC. Lessee shall pay all costs, charges and expenses of every kind and nature whatsoever against or in connection with the construction, development, use, and operation of the Premises which may arise or become due during the Lease Term.

8. Insurance.

8.1 Provision of Insurance. Lessee shall provide, pay for, and maintain with companies satisfactory to RIAC and the state of Rhode Island the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the state of Rhode Island. All liability policies: (i) shall provide that RIAC, AvPORTS, and the State of Rhode Island are additional insureds as to the operations of Lessee under this Lease other than insurance under Section 8.2; (iii) shall provide a "severability of interest" provision; and (iv) shall be submitted to RIAC for review no later than ten (10) days from the date hereof. A Certificate of insurance for the following coverage and limits shall be provided by Lessee to RIAC upon execution of this Lease and not less frequently than on an annual basis thereafter.

8.2 Workers Compensation and Employer Liability Insurance. Workers compensation and employer liability insurance shall be maintained for all employees of Lessee engaged in the operations of Lessee, as and to the extent required by the laws of the state of Rhode Island. The amount of the Workers' Compensation Insurance shall not be less than the Rhode Island statutory requirements. Employer's Liability Limit as follows:

\$1,000,000 each accident, each disease, each employee

8.3 Aviation General Liability Insurance. Aviation general liability insurance shall be maintained by Lessee. Coverages shall include Premises, Products & Completed Operations, Contractual Liability, Ground Hangarkeepers Liability, Personal Injury, Mobile Equipment and On-Airport Automobile Liability and War Risks. Limit of Coverages shall not be less than:

\$10,000,000 Bodily Injury and Property Damage in a Combined Single Limit, each occurrence and in the annual aggregate with respect to Personal Injury and Products Liability.

Should Lessee's general liability insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury, and Property Damage Liability	\$10,000,000.00 Combined Single Limit (including passengers) Each Occurrence.
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In the event that Lessee's general liability insurance is written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury and Property Damage Liability \$10,000,000.00 Combined Single Limit (including passengers)
Each Occurrence.

8.4 Automobile Liability Insurance.

8.4.1 Normal Operations. Automobile liability insurance shall be maintained by Lessee as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles used or to be used by Lessee, except “air” side of the Airport, with limits of not less than those limits required by Rhode Island law, as amended from time to time with limits of not less than \$1,000,000

8.5 Liability Insurance Limits. The liability insurance limits set forth in this Lease may be met by combining umbrella excess, and primary liability insurance policies.

8.6 Reserved.

8.7 Builder’s Risk Insurance. Builder’s risk insurance shall be purchased, kept in full force and effect during the performance of the Work, and paid for by Lessee (or its Contractor) during construction on an “All Risk” form, including fire and extended coverage, no less broad than the ISO All Risk Property Form, including the additional perils of earthquake and flood. This policy will include Lessee as an additional insured and shall provide a ten (10) day prior written notice of cancellation and/or policy restriction to the parties to be named as additional insureds under the respective policies. Such coverage shall be issued on a single policy, covering the entire Work and the interest of Contractor and all Subcontractors as well as the interests of Lessee and RIAC. If the policy is written with a deductible, the deductible shall not exceed \$50,000 per claim for all risks.

8.8 Fire and Extended Coverage. Lessee shall keep the Facility insured against loss or damage from all causes under standard “all risk” property insurance coverage, without exclusion for fire, lightning, windstorm, explosion, smoke damage, vehicle damage, sprinkler leakage, flood, vandalism, earthquake, malicious mischief or any other risks as are normally covered under an extended coverage endorsement, in the amounts that are not less than one hundred (100%) percent of the Full Replacement Cost of the Facility, without deduction for depreciation, including without limitation, the Facility and all equipment and personal property located in the Facility or on the Premises, with deductibles not to exceed \$50,000 for any one occurrence. In addition, the casualty insurance required under this Section 8.8 will include an agreed amount endorsement evidencing that the insurance carrier has accepted the amount of coverage and has agreed that there will be no co-insurance penalty.

8.9 Waiver of Subrogation. RIAC and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor’s policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect

or impair such policies or prejudice the right of the releasor to recover thereunder. The policies of Lessee and RIAC will include such a clause or endorsement. This Section 8.9 shall apply only if such waiver is obtainable under the standard insurance policies issued in the state of Rhode Island.

8.10 Damage or Destruction.

8.10.1 Prior to Start-Up Date. In the event of destruction or damage to the Facility prior to the Start-Up Date, Lessee shall restore, reconstruct and repair any such destruction or damage by fire or other casualty such that the Facility shall be completed in accordance with this Lease, and Lessee will be entitled to an extension of time as shall be necessary to restore, reconstruct or repair the destruction or damage to the Facility.

8.10.2 Subsequent to Start-Up Date. In the event of any destruction, damage, fire or other casualty during the Lease Term, resulting in damage or destruction to the Facility, Lessee, at its sole risk and expense, whether or not the insurance proceeds payable in respect thereof shall be sufficient for the purpose, shall promptly proceed to restore, repair, replace and rebuild the Facility, improvements, fixtures and equipment on the Premises to the condition as good as the same were in immediately prior to such damage or destruction, and in accordance with the original Drawings and Specifications and any subsequent plans and specifications approved by RIAC for any additions or improvements constructed prior to the damage or at Lessee's option, pursuant to new Drawings and Specifications approved by Lessee and RIAC. The work of restoration or rebuilding shall be in compliance with all laws and regulations of Governmental Authorities applicable thereto. In the event that Lessee shall fail, neglect, or refuse to repair, rebuild, and restore the Premises in accordance with the foregoing provisions and requirements of this Section 8, then Lessee shall be in default hereunder. Notwithstanding anything to the contrary in this Lease, in the event of any destruction, damage, fire or other casualty during the last two (2) Lease Years of the Lease Term resulting in damage or destruction to the Premises and/or the Facility, Lessee will not be required to restore, repair, replace and rebuild the Facility, improvements, fixtures and equipment on the Premises, provided that Lessee tenders to RIAC for its own account all of the insurance proceeds payable for the Facility (but not contents or personal property) as a result of any such destruction, damage, fire, or other casualty.

8.11 Insurance as Rent. Lessee's obligations to obtain and maintain insurance under this Section 8 shall constitute additional rent to be paid by Lessee under this Lease. If Lessee fails to fulfill its obligations in accordance with the terms and conditions of this Section 8, such failure shall constitute a material breach of this Lease by Lessee .

9. Repairs and Maintenance. Lessee will keep and maintain the Facility and the Premises, in good operating order and condition, normal wear and tear excepted, and will make all replacements and repairs thereto (whether ordinary, extraordinary, structural, nonstructural, foreseen, or unforeseen). Lessee will keep and maintain the Facility and the Premises and all sidewalks adjoining the Facility and the Premises in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

10. Mortgages. Lessee will have the right to subject its interest in the Facility to a mortgage, if required by a lender, as security for the financing of its construction obligations pursuant to the provisions of this lease or as collateral for corporate debt; provided, however, that any such mortgage will be subject to all the terms, conditions, and covenants contained in this Lease, and to all rights and interests of RIAC. RIAC's interest in the Premises is not, and will not be, subordinated to the lien or interest of any holder of a mortgage granted by Lessee pursuant to this Section 10.

11. Assignment and Subleases.

General Prohibition. Lessee shall not: (i) sublet all or any part of the Premises; (ii) assign to any other party or in any manner transfer this Lease to any other party (other than pursuant to Section 10); or (iii) sell, gift, convey, or transfer the Facility to any other party, or otherwise dispose of the Facility in any manner (other than pursuant to Section 10). Any attempt to transfer or assign this Lease, the Facility, or any portion of the Premises in violation hereof will be void and without effect. In the event Lessee desires to assign this Lease or sublet all or any part of the Premises, Lessee must first notify RIAC in writing. Such notice shall contain all pertinent information about the proposed assignee or subtenant and the terms and conditions of such assignment or sublease. As to any assignment, within fifteen (15) days from the day the notice is received, RIAC shall have the right to exercise one of the following options: (i) RIAC may deny the request if RIAC, in its reasonable discretion, believes the proposed transferee to be financially incapable of performing the Lessee's obligations hereunder; or (ii) RIAC may deny the request if RIAC, in its reasonable discretion, believes the proposed transferee will not comply with the requirements of Lessee hereunder, based on the business reputation of the proposed transferee, or (iii) RIAC may approve the request, in which case upon assumption in writing of the Lessee's obligations hereunder, Lessee shall be relieved of and released from all of Lessee's obligation hereunder.

12. Surrender; Holdover. At the expiration or sooner termination of this Lease, Lessee will peaceably surrender the Premises in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty insured against excepted. In the event that Lessee continues to occupy the Premises after the expiration of the Lease Term or of any renewal or extension hereof, Lessee shall, in the absence of a written agreement with RIAC, be deemed a tenant from month to month upon all of the terms and conditions of this Lease which are not inconsistent with such tenancy, except that Lessee shall pay to RIAC, for each month or portion thereof as Lessee shall retain possession, one hundred and fifty (150%) percent of the base rent otherwise payable, and such base rent shall be payable in advance on the first day of each calendar month. In the absence of any express, written agreement between RIAC and Lessee, no act or failure to act by RIAC shall be deemed an acceptance of Lessee's occupancy for any fixed term (beyond the term fixed herein) in excess of one month. Nothing herein shall preclude RIAC or its Airport Manager from the exercise of any right or other remedy under this Lease or under law.

13. RIAC's Lien. The Facility, and all Lessee's fixtures, furniture, machinery, equipment and improvements that may be in, about or upon the Premises, excluding, however, all aircraft, hereby are and shall be and stand pledged for the fulfillment of the covenants, terms and conditions herein contained to be kept and performed on the part of Lessee and shall not be

taken down or removed from the Premises during the Lease Term, or any renewal or extension thereof, without the prior written consent of RIAC.

14. Operations.

14.1 Activities; Prohibitions. RIAC grants to Lessee the use of the Premises for the specific purpose of the activities identified in Section 2.2, together with the right of access, ingress and egress to and from such space and areas by Lessee, Lessee's Permitted Tenants, its Affiliate, employees, suppliers, service people, business visitors, guests and invitees. In no event will Lessee: (i) conduct any aircraft maintenance outside the Facility except in the event of emergency maintenance or repair; or (ii) sell or store aviation fuel of any kind, including without limitation, jet-A fuel and/or 100-LL fuel, or conduct the sale of aviation fuel, or store or allow to be stored, or otherwise maintain aviation fuel or sell or store mobile aircraft fueler vehicles on the Premises, unless as otherwise approved by RIAC for the sole purpose of conducting self-fueling of Lessee's aircraft exclusively, through a RIAC-approved fuel farm constructed by Lessee; or (iii) conduct aircraft de-icing operations, store or allow to be stored, or otherwise maintain aircraft de-icing fluid on the Premises; or (iv) sublease aircraft ramp parking areas to third parties. Lessee will provide and maintain adequate lighting within and around the Premises and any parking areas as may be consistent with generally accepted safety and security standards.

14.2 Signs. Lessee shall have the right at all times and from time to time, at its own expense, to install and maintain, replace and relocate on the exterior of the improvements located on the Premises such signs as are or may be, from time to time, used or adopted by Lessee, including the appropriate aviation operation radio frequency, and signs and logos of Lessee and its Affiliates; provided written consent of RIAC is first had and obtained, which consent will not be unreasonably withheld, conditioned, or delayed. RIAC will also include Lessee on any common directory or signage at the Airport. Lessee may not sell advertising space anywhere on the Premises.

14.3 Airport Property. In the event of any emergency situation affecting safety of Airport property or operations in RIAC's professional judgment, or any condition jeopardizing or affecting the safety of the public, including without limitation, aircraft passing above the Premises or other areas of the Airport, RIAC will have the right (without prior notification in an emergency) to enter upon the Premises and remedy or cure any condition, act, or situation which, in RIAC's judgment, causes or contributes to such emergency.

14.4 Quiet Enjoyment. Lessee shall, provided no Event of Default has occurred and is continuing, peaceably and quietly have and hold the Premises without hindrance or molestation by any person or persons claiming by, through or under, RIAC.

15. Utilities.

15.1 Responsibility of Lessee. Lessee shall pay all costs for water, gas, electricity, sewer or septic connections and charges, telephone and other utilities used or consumed upon the Premises directly to the suppliers therefor as and when the charges for such utilities become due

and payable. Lessee shall maintain, at its sole cost and expense the water, gas, boiler, sewer or septic, mechanical and electrical systems on or about the Premises.

15.2 Adequacy of Utilities. RIAC makes no representations that the existing electrical, gas, water, sewer, or other utility connections to the Premises are adequate for Lessee's operations. If such existing connections are inadequate, Lessee shall, at Lessee's sole cost and expense, make arrangements, subject to RIAC's prior written approval and reasonable cooperation in effecting such arrangements at no expense to RIAC, with the appropriate public utility company or companies to provide adequate supplies. RIAC shall grant easements to Lessee for the construction of new connections as needed by Lessee for its operations, on locations as reasonably agreed by RIAC and Lessee, and subject to then-current construction rules and regulations in force for all tenants of the Airport.

15.3 Provision by RIAC. In the event, by agreement of the parties, RIAC at any time supplies any utilities or services to Lessee's facilities, Lessee will pay to RIAC its proportionate share of the actual costs incurred by RIAC in connection with such supply. Such utilities or services may include electricity, gas, water, sewer, air conditioning, ventilation and heating, interior and exterior lighting, trash removal and any other fuel. RIAC shall not be liable for any delay, interruption of, or failure to supply any services or utilities (including, but not limited to, water, sewer and electricity) required of it under the terms of this Lease, by reason of any act of Force Majeure or by the failure or delay of any person upon which RIAC is dependent for supplying fuel, water or other goods, materials, services, facilities or equipment, owned by the service provider.

16. Repairs, Alterations, and Improvements.

16.1 In General. Lessee shall be responsible for performing all routine and structural maintenance, repairs, and replacements necessary for the Facility and to do so in a good and workmanlike manner at all times at Lessee's sole cost, including any subsequent alterations, additions, or improvements, and shall keep all pavement, striping, glass, pipes, wires, plumbing, electrical, heating and air conditioning system and equipment and all fixtures and appliances therein or used therewith, whole and of the same quality and description, and in such repair, order and condition as the same are at on the Start-Up Date, reasonable wear and tear, damage by fire, the elements or acts of war excepted. Lessee shall not make any material improvements to the Facility and/or the Premises, interior or exterior, structural or nonstructural, except in accordance with the Plans and Specifications, without on each occasion first obtaining the prior written consent of RIAC, which consent shall not be unreasonably withheld, conditioned, or delayed, and shall be made at the sole cost and expense of Lessee. Any improvements made by Lessee to the Facility and/or the Premises shall become the sole and exclusive property of RIAC at the end of the Lease Term, or if sooner, the termination of this Lease. Lessee shall, at its sole cost and expense, provide janitorial and cleaning services within the Facility and the Premises and keep the same including the exterior as well as the interior side of all windows or glass therein in a clean, neat, sanitary, presentable and attractive condition at all times and shall repaint and redecorate when necessary. Lessee shall, at its sole cost and expense, repair or replace as may be required, all electrical or incandescent bulbs or fluorescent tubes or other lighting devices located within or upon the Facility and/or the Premises. Lessee shall, at its own expense, obtain all licenses and permits required by reason of any maintenance, repairs, construction or use of

the Premises and Lessee's associated use of the Airport as herein provided. Lessee shall be responsible for removal of snow and ice from its aircraft taxiway, apron and ramp, tie-downs, walks, automobile parking areas and entrance. Lessee shall conduct periodic maintenance as required to all asphalt pavement areas on the Premises created or established by Lessee's tenancy under this Lease, and in particular, shall carry out all necessary crack sealing, seal coating, and sweeping of asphalt pavement surfaces.

16.2 Mechanic's Liens. Lessee shall not permit any mechanic's lien against the Premises or the Facility in connection with any materials, labor or equipment furnished to or for Lessee, and if any such lien shall be filed against the Premises, Lessee shall cause the same to be discharged, provided that if Lessee desires to contest any such lien it may do so as long as the enforcement thereof is stayed, but in any event Lessee shall while contesting the same, deposit with the court or otherwise, as required by law during the pendency of such contest prior to the time any such filed lien may be foreclosed, a sum or bond in an amount sufficient to cover the amount of such lien and all interest, penalties or costs which would be payable to discharge such lien if such lien were valid.

17. Entry by RIAC. Lessee will permit RIAC and its authorized representatives to enter the Premises at reasonable times upon reasonable prior notice to Lessee for the purpose of: (i) inspecting the Premises; (ii) making any necessary repairs thereto and performing any other work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such other work, required hereunder beyond any applicable notice and cure period, (iii) determine whether Lessee is complying with its obligations under this Lease; (iv) give any notice required or permitted to be given to Lessee hereunder; (v) post "For Lease" signs during the last four (4) months of the Lease or any extension thereof, or any time an Event of Default shall have occurred and be continuing; or (vi) show the Premises and the buildings and other improvements thereon to prospective tenants during the last four (4) months of the Lease or any extension thereof, or any time an Event of Default shall have occurred and be continuing. Nothing herein shall imply any duty upon the part of RIAC to do any such work; and performance thereof by RIAC shall not constitute a waiver of Lessee's default in failing to perform the same. RIAC shall not be liable for inconvenience, annoyance, disturbance, loss of business of or other damage to Lessee by reason of making such repairs or the performance of any such work and the obligations of Lessee under this Lease shall not otherwise be affected thereby except for damage resulting from the gross negligence or willful misconduct by RIAC, its employees, contractors or agents.

18. Compliance with Laws and Airport Regulations.

18.1 General Laws. During the Lease Term, Lessee, at its sole cost and expense, shall occupy and conduct its business on the Premises in compliance with all applicable laws, ordinances, orders, rules and regulations of general application of all Governmental Authorities, courts, departments, commissions, boards and officers (other than RIAC), including but not limited to all laws relating to the protection of the environment, any regulations (national or local) Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, whether or not such law, ordinance, rule or regulation shall necessitate structural changes or improvements which are of general application to Lessee. Lessee shall

similarly comply with the requirements of all policies of insurance at any time in force with respect to the Premises and Lessee's operations thereon.

18.2 RIAC Rules. Lessee will comply with all rules and regulations of general application promulgated by RIAC from time to time applicable to Airport tenants now existing or hereafter arising, which may be applicable to the Premises and Lessee's use thereof and the ramps, sidewalks, parking lots, and curbs adjoining the Premises. RIAC will make all such rules and regulations available for inspection by Lessee at the Airport, and shall provide advance notice to Lessee of any changes thereto. RIAC shall not enforce any rules or regulations against Lessee that are not enforced against other tenants or users of the Airport.

18.3 Fees. RIAC may from time to time promulgate rules and regulations which may include the imposition of reasonable charges by RIAC for the use of the Airport or its facilities, including without limitation, landing fees, and airport usage fees, which will be assessed and charged in a uniform manner. Lessee will pay any such fees in accordance with such rules and regulations. RIAC will make all such rules and regulations available for inspection by Lessee at the Airport and shall provide advance notice to Lessee of any changes thereto. RIAC shall not enforce any rules or regulations against Lessee that are not enforced against other tenants or users of the Airport.

18.4 FAA Rules. During the Lease Term, Lessee shall conduct its operations in accordance with policies, minimum standards, regulations, practices, and procedures, prescribed from time to time by the FAA, and in addition, by RIAC, unless pre-empted by the FAA.

18.5 Aircraft Parking Areas. Lessee will not use the designated aircraft parking areas unless and until Lessee is in compliance with all applicable state and federal regulations. Lessee shall not sublease aircraft parking areas to third parties.

18.6 Aircraft Registration. Any aircraft based in Rhode Island for more than ninety (90) days is required to be registered with the Rhode Island Airport Corporation (RIAC). Tenant shall be responsible for providing RIAC with evidence that Tenant's aircraft are duly registered per this requirement. In the event that any such aircraft is not registered with RIAC after ninety (90) days, such aircraft shall be charged rent based upon transient aircraft rates and charges for the Premises.

18.7 Security. Lessee, at its sole cost and expense, will comply with any and all applicable federal, state, and municipal laws and regulations and regulations of RIAC relating to the security and safety of all RIAC personnel, Airport passengers, and all other persons, including without limitation, any regulations promulgated by the United States Department of Homeland Security and/or the Transportation Security Agency.

18.8 Environmental Compliance.

18.8.1 Compliance with Environmental Law. Lessee will not cause or permit the storage, use, or disposal, of any Hazardous Materials, pollutants or contaminants on or in the Premises or adjacent property or at the Airport, except in compliance with applicable law and in quantities necessary to the use, operation and maintenance of the Premises. Lessee shall not do anything affecting the Premises that is in violation of any Environmental Law, nor shall Lessee

- (i) failure to pay within ten (10) days after receipt of written notice any rent, insurance premiums, utilities, or other charges or payments required of Lessee under this Lease;
- (ii) a final order of a court of competent jurisdiction results in a suspension or termination being placed upon Lessee which prohibits the use by Lessee of the Facility and/or the Premises, or if any necessary licenses or certifications of Lessee are revoked or suspended, and any such suspension or termination has not been removed or withdrawn within ninety (90) days;
- (iii) any intentional material misstatement or material omission of fact in any written report, notice or communication required to be provided under this Lease from Lessee to RIAC with respect to Lessee or the Facility and/or the Premises;
- (iv) the admission in writing of Lessee's inability to pay its debts generally, or an assignment of all or substantially all of its property and/or receivables for the benefit of creditors,
- (v) the appointment of a receiver, trustee, or liquidator for Lessee or any of the property of Lessee, if within ten (10) business days of such appointment Lessee does not inform RIAC in writing that Lessee intends to cause such appointment to be discharged and Lessee does not thereafter discharge such appointment within one hundred eighty (180) days after the date of such appointment;
- (vi) the filing by Lessee of a voluntary petition or the filing by any other party of an involuntary petition for Lessee under any federal bankruptcy law or under the law of any state to be adjudicated as bankrupt or for any arrangement or other debtor's relief, which shall continue in effect and unstayed for a period of one hundred eighty (180) days;
- (vii) the abandonment of the Facility or the Premises or the vacancy of the Facility or the Premises by Lessee for more than thirty (30) consecutive days, excluding, however, the temporary absence of Lessee's aircraft from time to time in the normal course of Lessee's operations at the Premises, or the cessation of Lessee's operations at the Facility and/or the Premises for more than thirty (30) consecutive days;
- (viii) the failure by Lessee to complete the Work and commence operations by the first anniversary of the Effective Date;
- (ix) the failure by Lessee to perform or comply with any other covenant, term or provision of this Lease not requiring the payment of money; provided, however, in the event any such default is curable, such default shall be deemed cured, if: (a) within five (5) business days of receipt of a notice of default from RIAC, Lessee gives RIAC notice of its intent to cure such

allow anyone else acting on behalf of or at the direction of Lessee to do anything affecting the Premises that is in violation of any Environmental Law.

18.8.2 Notice of Claims. Lessee will promptly give RIAC written notice of any investigation, claim, demand, lawsuit or other action by any Governmental Authority or private party involving the Premises and any Hazardous Materials or Environmental Law of which Lessee has knowledge and of which Lessee is allowed by law to give notice to RIAC. If Lessee learns, or is notified by any Governmental Authority, that any removal or other remediation of any Hazardous Materials affecting the Premises is necessary, if caused by the act or omission of Lessee, its agents, employees, suppliers, service people, business visitors, guests or invitees, Lessee shall take all necessary remedial actions in accordance with all Environmental Laws, at Lessee's sole cost and expense.

18.8.3 Environmental Indemnification. Lessee will indemnify, defend, and hold RIAC and its Affiliates harmless from and against any and all fines, suits, procedures, claims, actions, causes of action, damages, recoveries, obligations, and liabilities of every kind, nature, and description, and all costs and expenses associated therewith (including without limitation, attorneys' and consultants' fees) (collectively, "Losses"), arising out of or in any way connected with or related to: (i) any deposit, spill, discharge, or other release or the threat of release of any Hazardous Material which is caused by Lessee, or any of Lessee's employees, agents, invitees, licensees, subtenants, or contractors, and (ii) Lessee's failure to provide all information, make all submissions, and take all actions required by all Governmental Authorities under all applicable laws, including without limitation, Environmental Laws; and (iii) Lessee's failure to comply with any provision of this Section 18. In furtherance, and not in limitation of, this Section 18.8.3, Lessee shall be responsible for the cost of any remediation required to be performed in, or, or about the Premises and/or the Facility as a result of any such release or failure to comply during the Lease Term. Lessee shall not be responsible for any such remediation required to be performed as a result of any act or omission by RIAC and/or its agents or any other Person not acting on behalf of or at the direction of Lessee.

19. General Indemnification. From and after the date hereof and throughout the Lease Term, Lessee will protect, indemnify and save harmless RIAC, the State of Rhode Island, and the Airport Manager and their respective Affiliates from and against any and all Losses, arising out of Lessee's use of or operations at the Premises or out of the Lessee's tenancy hereunder caused directly or indirectly by the act or omission of Lessee, or any of its agents, employees, suppliers, service people, business visitors, guests or invitees in, on or about the Premises or at the Airport. Lessee's indemnity and defense obligations under this Lease will survive the expiration or sooner termination of this Lease. Lessee will not be responsible for any Losses arising out of the act or omission of RIAC and/or its agents or any other persons.

20. Default.

20.1 Events of Default by Lessee. The occurrence of any of the following on the part of Lessee shall constitute an Event of Default:

default; and (b) Lessee cures such default within thirty (30) days after such notice from RIAC, unless such default cannot with due diligence be cured within a period of thirty (30) days because of the nature of the default or delays are beyond the control of such party, and cure after such thirty (30) day period will not have a material and adverse effect upon the Premises or the Airport, in which case such default shall not constitute an Event of Default if the defaulting party uses its best efforts to cure such default by promptly commencing and diligently pursuing such cure to the completion thereof.

20.2 RIAC's Remedies. Upon the occurrence of an Event of Default, RIAC may terminate this Lease upon notice to Lessee, and in addition to such termination, Lessee may exercise all rights and remedies under this Lease and all rights and remedies available under the laws of the United States of America, the state of Rhode Island, and any applicable municipality (including all applicable federal, state and local agencies, departments and boards) as well as any and all rights and remedies available in equity. Without limiting the foregoing, RIAC shall have the right, but not the obligation, to do any of the following:

- (i) sue for the specific performance of any covenant of Lessee under this Lease as to which Lessee is in breach;
- (ii) upon compliance with the requirements of applicable law, RIAC may enter upon the Premises, terminate this Lease and dispossess Lessee from the Premises; or
- (iii) upon compliance with the requirements of applicable law, and without termination of this Lease, RIAC may dispossess Lessee from the Premises in which event RIAC shall make commercially reasonable attempts to relet any portion of the Premises to such tenant or tenants, for such term or terms, for such rent, or such conditions, and for such uses, as RIAC in the exercise of its reasonable discretion, may determine, and RIAC may collect and receive any rents payable by reason of such reletting, notwithstanding the foregoing, any such reletting by RIAC shall not relieve Lessee of Lessee's primary obligations under this Lease, including but not limited to payment of base rent not fully covered by the rent received from any such replacement tenant, and Lessee shall pay the difference of any amount due hereunder and the amount so collected, as due and upon demand from RIAC, from time to time.

20.3 RIAC's Default and Lessee's Remedies. If RIAC shall fail to perform or comply with any term of this Lease, and such failure shall continue for a period of thirty (30) days after RIAC's receipt of written notice thereof from Lessee specifying such failure and requiring it to be remedied, then Lessee may pursue any and all remedies available at law or in equity. Notwithstanding the foregoing, if such failure cannot with due diligence be remedied by RIAC within a period of thirty (30) days, and if RIAC commences to remedy such failure within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the

period of time for remedy of such failure shall be extended as long as RIAC prosecutes such remedy with reasonable diligence.

20.4 Attorneys' Fees. The prevailing party in any dispute shall have the right to claim and receive all reasonable attorneys' fees and collection costs associated with any default hereunder.

20.5 Remedies Cumulative. No right or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity.

20.6 Survival. No expiration or termination of this Lease shall relieve Lessee and RIAC of their respective liability and unfulfilled obligations under this Lease, and such liability and unmet obligations shall survive any such expiration or termination.

21. Removal of Property. Upon the expiration of this Lease, Lessee shall have the right to remove and upon the written request of RIAC shall remove, at Lessee's own expense its moveable business fixtures, furniture, machinery, equipment, signs, and insignia. Any damage to the Premises caused by such removal shall be repaired at Lessee's expense. Lessee shall have thirty (30) days after the expiration or sooner termination of this Lease (including any extensions thereof) to remove Lessee's property and repair any damage. Lessee shall surrender possession of the Premises in as good condition as they were at the time of commencement of this Lease, together with any improvements authorized by RIAC, normal wear and tear, damage by fire, the elements or acts of war excepted.

22. No Accord and Satisfaction. No acceptance by RIAC or the Airport Manager of a lesser sum than the rent provided for herein, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as base rent or other charge be deemed an accord and satisfaction, and RIAC or its Airport Manager may accept such check or payment without prejudice of RIAC's or its Airport Manager right to recover the balance of such installment and pursue any other remedy.

23. Flight Operations of the Airport.

23.1 Reservation of Rights. RIAC reserves for itself and its Affiliates, and its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Airport, including without limitation, the air space above the Premises, together with a right to cause in such air space such noise, dust and fumes as may be inherent in the operation of aircraft now known or hereafter used, or navigation in or using such air space for landing, taking off or operating on or above or near the Airport.

23.2 Noninterference by Lessee. Lessee will neither erect structures other than the Facility nor permit nor operate equipment nor store material on the Premises, in such a manner as to create any obstruction to air navigation and radar operations according to the criteria or standards as prescribed from time to time in Part 77 of the FAA Regulations, except as permitted

by the FAA, nor will Lessee create electrical interference with radio communications, radar or electromagnetic equipment between the Airport and aircraft, or make it difficult for a flier to distinguish between Airport lights and others, or cause a glare in the eyes of fliers using the airport, or impair visibility in the vicinity of the Airport by lights or smoke, or otherwise endanger the landing, taking-off or maneuvering of aircraft. Lessee shall not, by either its activities upon or use of the Premises, interfere with radio communications, instrument landing systems, navigational aides or flight operations of the Airport or telecommunications equipment or devices located at the Airport, whether or not related to airport operations.

23.3 Government Agencies.

23.3.1 Cooperation. Lessee shall cooperate and assist RIAC or the Airport Manager in dealing with inquiries, proceedings or other action of the FAA and all other federal, state and local agencies in all matters relating to the operation of the Airport, at no cost to Lessee. RIAC or the Airport Manager may, from time to time, employ various planning and engineering consultants in connection with RIAC's ownership and operation of the Airport, and Lessee shall cooperate with and reasonably assist such consultants as requested by RIAC or Airport Manager.

23.3.2 Federal Aviation Act. Lessee will comply with the provisions of the Federal Aviation Act of 1958, 49 U.S.C. 1349 (a), and any future amendments or revisions thereto, or any rules or regulations promulgated thereunder and any provision of any agreements providing federal assistance for the development of Airports entered into by RIAC and the federal government or its agencies which do not unreasonably increase the cost of Lessee's operations at the Premises or do not unreasonably restrict Lessee's operations at the Airport. Notwithstanding the foregoing, if the provisions of this Section 23.3.2 are invoked against Lessee, Lessee may terminate this Lease without further liability of Lessee if in Lessee's reasonable discretion such invocation materially increases Lessee's obligations or materially decreases Lessee's rights under this Lease, and further subject to RIAC's obligations under Section 43.

23.3.3 Emergency Situations. During time of war or national emergency, RIAC shall have the right to lease the Airport area or any part thereof, including the Premises, to the federal government for military use if required to do so by law and, if such lease is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the federal government, shall be subordinate to such lease with the federal government. In any such event, all of Lessee's rent shall be equitably adjusted.

23.3.4 FAA Certifications. In the event Lessee wishes to perform services which are regulated by the FAA, Lessee will supply RIAC or the Airport Manager with copies of certificates issued by FAA within ten (10) days of receipt. Lessee will also supply copies of all such certificates when they are renewed, together with any notices of cancellation or termination of such certificates.

24. No Joint Venture. Neither a partnership nor a joint venture is created by this Lease. Lessee shall notify all potential sublessees, contractors and others that it has no authority to bind RIAC or its managing agent and that certain agreements negotiated with sublessees,

contractors and others must be submitted to RIAC and to federal and state authorities for review and approval in accordance with applicable law and provisions of this Lease, and RIAC shall advise all potential lessees, contractors and others that it has no authority to bind Lessee.

25. Nonsolicitation. Lessee will not, during the Lease Term, knowingly solicit for hire on a full-time or part-time basis, any employees of RIAC or its Airport Manager regardless of whether such employees are full-time or part-time employees.

26. Representations and Warranties.

26.1 Representations of Lessee. To induce RIAC to enter into this Lease, Lessee makes the representations and warranties set forth in this Section 26.1.

26.1.1 Organization and Power. Lessee is a corporation, validly existing and in good standing under the laws of the state of Delaware, and has all requisite power to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Lessee hereunder.

26.1.2 Authorization and Execution. All actions by Lessee's board of directors necessary to make this Lease an effective and binding contract have been duly taken, and Lessee is fully authorized and empowered to make this Lease and is bound thereby. This Lease has been duly executed and delivered by Lessee.

26.1.3 Noncontravention. The execution and delivery of, and the performance by Lessee of its obligations under, this Lease do not and will not contravene Lessee's organizational documents or any material agreement, judgment, injunction, order or decree applicable to Lessee directly.

26.1.4 Litigation. There is no action, suit or proceeding pending or known to Lessee to be threatened against or affecting Lessee in any court, before any arbitrator or before or by any Governmental Authority which: (i) in any manner raises any question affecting the validity or enforceability of this Lease; or (ii) directly affects the authority of Lessee to enter into and perform this Lease.

26.1.5 Brokerage. Lessee has not engaged the services of, nor is it liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee or commission with respect to the making of this Lease.

26.1.6 Disclosure of Material Facts. To the knowledge of Lessee, neither this Lease nor any other instrument, document, statement or certification given to RIAC with respect to this transaction contains any untrue statement of a material fact or fails to disclose a material fact which would adversely affect RIAC's use of the Premises or Facility.

26.2 Representations of RIAC. To induce Lessee to enter into this Lease, RIAC makes the representations and warranties set forth in this Section 26.2.

26.2.1 Authorization and Execution. RIAC is fully authorized and empowered to make this Lease and is bound thereby. This Lease has been duly executed and delivered by RIAC.

26.2.2 Noncontravention. The execution and delivery of, and the performance by RIAC of its obligations under, this Lease do not and will not contravene RIAC's organizational documents or any material agreement (including DOT Lease), judgment, injunction, order or decree applicable to RIAC directly.

26.2.3 Litigation. There is no action, suit or proceeding pending or known to RIAC to be threatened against or affecting RIAC or the Airport in any court, before any arbitrator or before or by any Governmental Authority which: (i) in any manner raises any question affecting the validity or enforceability of this Lease; or (ii) directly affects the authority of RIAC to enter into and perform this Lease.

26.2.4 Brokerage. RIAC has not engaged the services of, nor is it liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee or commission with respect to the making of this Lease.

26.2.5 Disclosure of Material Facts. To the knowledge of RIAC, neither this Lease nor any other instrument, document, statement or certification given to Lessee with respect to this transaction contains any untrue statement of a material fact or fails to disclose a material fact which would adversely affect Lessee's use of the Premises or Facility.

27. Time. Time is of the essence in the performance of the provisions and covenants of this Lease.

28. Complete Contract. This Lease constitutes the entire agreement between RIAC and Lessee and supersedes all negotiations, agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party hereto shall be bound by nor charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Lease. This Lease may not be amended, altered or modified except by a writing signed by RIAC and Lessee.

29. Application. All indications or notations that apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by this Lease.

30. Notices. All notices under this Lease shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses:

RIAC: Rhode Island Airport Corporation
T.F. Green Airport
2000 Post Road
Warwick, RI 02886
Attention: Department of Commercial Programs

Lessee:

All notices, demands and requests must be in writing and shall be effective upon personal service to the addressee or upon being deposited in the United States mail. The time period in which a response to any such notice, demand or request must be given, however, shall commence to run from the date of receipt of the notice, demand or request in the case of personal service and the date upon the return receipt in the case of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided below shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, the parties hereto and their respective permitted successors and assigns shall have the right from time to time and at any time during the term of this Lease to change their respective addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.

31. Validity. In the event that this Lease contains any unlawful provision not an essential part of the Lease and which shall not appear to have been a controlling or material inducement, to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Lease without affecting in any respect whatsoever the validity or enforceability of the remainder of this Lease.

32. Captions. The captions appearing in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or construe or describe the scope or intent of any provisions of this Lease nor in any way affect this Lease.

33. Survival of Rights; No Third Party Beneficiaries. This Lease is personal to Lessee, and Lessee shall not have the right, power, or authority to assign this Lease or any portion thereof, or to delegate any duties or obligations arising hereunder, except in any such case as provided herein, either voluntarily, involuntarily or by operation of law, without the prior written consent of RIAC, which consent shall not be unreasonably withheld or delayed. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns. This Lease is solely for the benefit of RIAC and Lessee and nothing contained in this Lease shall be deemed to confer upon anyone other than RIAC and Lessee any right to insist upon or to enforce the performance or observance of any of the obligations contained herein. All conditions to the obligations of any party to perform its obligations hereunder are imposed solely and exclusively for the benefit of such party and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by such party if, in such party's sole discretion, such party deems it advisable or desirable to do so.

34. Governing Law. This Lease has been entered into in the State of Rhode Island and all matters and questions with respect to or in connection with this Lease (whether in contract, tort or otherwise), and the rights and liabilities of the parties hereto, shall be governed by the laws of this State, without reference to its choice of law provisions. Each of the parties irrevocably consents and submits to the exclusive jurisdiction of the courts of the State of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of or related to any of its obligations hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

35. Force Majeure. Neither RIAC nor Lessee shall be responsible or liable for any failure or delay in the performance of its obligations under this Lease because of an act of Force Majeure, nor shall any such failure or delay afford a party the right to terminate this Lease. Notwithstanding the foregoing, the definition of "Force Majeure" as to RIAC, shall not include any action taken by or on behalf of RIAC, or by or on behalf of the FAA or any other Governmental Authority, whether or not such action has been consented to by RIAC or not otherwise disputed or contested to by RIAC, and which limits the rights of Lessee to use the Premises for the purposes intended hereunder, or to operate its hangar facilities as intended hereby, for any period longer than thirty (30) days.

36. Waiver. No consent or waiver, express or implied, by RIAC or Lessee to or of any breach or default by the other party in the performance of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by Lessee or RIAC of the same or any other obligations hereunder. Failure on the part of RIAC or Lessee to declare a defaulting party in default, irrespective of how long such failure continues, shall not constitute a waiver RIAC or Lessee of its rights hereunder. The giving of consent by RIAC in any one instance shall not limit or waive the necessity to obtain RIAC's consent in any future instance.

37. Further Assurances. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Lease.

38. Recording. This Lease shall not be filed for record, but in lieu thereof, RIAC and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

39. Authority of Lessor and Lessee. Neither party shall have any right or authority, express or implied, to commit or otherwise obligate the other party in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by such other party. No other person shall have the authority to waive orally, or to release Lessor or Lessee from any of duties or obligations under this Lease unless such release is effected as an amendment hereto. Neither Lessor nor Lessee shall become, in any way or for any purpose whatsoever, a partner of the other party, or joint venturer or a member of a joint enterprise with the other party by virtue of this Lease.

40. Exhibits and Schedules. Lessor and Lessee will each provide the Exhibits and Schedules required by this Lease within thirty (30) days of the Effective Date; provided, however, that Lessee shall furnish the Drawings and Specifications in accordance with the terms and conditions of Section 4.1.

41. Dispute Resolution. This Section 41, including the subparagraphs below, is referred to as the “Dispute Resolution Provision”. This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Lease (including any renewals, extensions or modifications); or (ii) any document related to this Lease (collectively a “Claim”). All Claims shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the “Act”). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(b) Arbitration proceedings will be determined in accordance with the Act, the then current rules and procedures for the arbitration of leasehold disputes of the American Arbitration Association or any successor thereof (“AAA”), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If the AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration shall be administered by the AAA and conducted, unless otherwise required by law, in Providence, Rhode Island. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by a panel of three (3) arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be enforced.

(c) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on the AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Lease.

(d) This Section 41 does not apply to the determination of base rent during each Option Term (which is governed by Section 6.3) and does not limit the right of any party to exercise self-help remedies, such as but not limited to, setoff or act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies as provided herein.

(e) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

42. Additional Federal Covenants.

42.1 Tenant for itself, its, personal representatives, 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 said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

42.2 Tenant for itself, its personal representatives, 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: (1) no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Sections 42.1 and 42.2 shall be included in any subcontract, sublease, or assignment approved by RIAC.

43. Recapture. RIAC reserves the right to recapture the Premises anytime during the Term of this Lease if RIAC, in its sole and absolute discretion, determines that the Premises are required for changes in or expansion of airport operations, or the requirement of such space for public facilities, utilities, or other uses directly related to the furnishing of air transportation services. RIAC also reserves the right to recapture the Premises anytime during the Term of this Lease if the Airport is no longer used for the provision of air transportation services and ceases to be an airport. This Lease shall terminate ninety (90) days after the provision of written notice by RIAC to Lessee of RIAC's determination to recapture such Premises. RIAC may offer substitute space to Lessee in connection with recapture of the Premises. Nothing in this Lease

shall be deemed to require that RIAC offer substitute space, or that Lessee accept substitute space. The offering of substitute space will be in the sole and absolute discretion of RIAC; provided, however, that any such substitute space shall be offered by RIAC to Lessee at least ninety (90) days before the effective date of the recapture. In such events of recapture, RIAC shall reimburse Lessee the Net Book Value of the Lessee's improvements to Premises.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Rhode Island Airport Corporation and _____
have each caused this Lease to be duly executed by their respective officers as of the day and
year first above written.

RHODE ISLAND AIRPORT CORPORATION

By: _____

Kelly J. Fredericks, P.E., A.A.E.
President & CEO

By: _____

Title: _____

LIST OF EXHIBITS

Description of Premises Exhibit

Site Location Map Exhibit

Project Timetable Schedule

Permit Schedule

Subcontractor Schedule

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