

**Fairfield County Airport Authority Special Board Meeting  
3430 Old Columbus Rd NW  
Carroll Ohio 43112  
Minutes for November 16, 2015**

**Meeting to order**

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Glenn Burns, Lonnie Rush, Bill McNeer, Pat Ferguson, Bill Fagan, Michael Kaper, and Jon Kochis. Also present were Staci Knisley and Lonnie Watts.

**Discussion regarding the Fixed Base Operator (FBO) contract**

The Board discussed changes for the FBO contract. (See Draft Contract changes that were made are attached to minutes) The Contract changes will be made and sent to Sundowner Aviation by Monday, December 7, 2015 for an agenda item for approval on Monday, December 14, 2015.

**Adjournment**

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 8:00 p.m.

**Next meeting is scheduled for December 14, 2015 at 6:00 p.m.**

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***Meeting minutes for the November 16, 2015 Special Board Meeting were approved on December 14, 2015.***

Aye  
Glenn Burns

Aye  
Bill Fagan

Aye  
Lonnie Rush

Aye  
Jon Kochis

Aye  
Michael Kaper

Aye  
William McNeer

Aye  
Pat Ferguson

Staci A. Knisley  
Staci A. Knisley, Airport Clerk

AIRPORT MANAGER AND FIXED BASE OPERATION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, effective as of January 1, 2016 (“Effective Date”) at Lancaster, Ohio, between Sundowner Aviation, LLC (“Manager”) and The Fairfield County Airport Authority Board (“Authority”).

WHEREAS, the Authority now owns and operates the Fairfield County Airport, its facilities, appurtenances and certain airport equipment (“Airport”);

WHEREAS, the Authority desires that Manager provide airport management of the general aviation, commercial aviation and other activities at the Airport, as set forth herein;

WHEREAS, the Authority desires that fixed base operations be provided to general and commercial aviation at the Airport;

WHEREAS the Manager desires to and is willing to provide such airport management of the general aviation, commercial aviation and other activities at the Airport; and

WHEREAS, the Manager desires to and is willing to provide fixed base operations at the Airport, and to lease certain facilities, appurtenances, and airport equipment from the Authority.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Manager and the Authority agree to the following terms and conditions.

1. Term

This Agreement term shall commence on January 1, 2016 through December 31, 2017 with an option to renew for one (1) additional year. The Authority and Manager reserve the right to renegotiate any and/or all parts of the agreement.

2. Leased Property

a. The Authority leases to Manager:

- i. The Administration Terminal building (1) minus a working space of one desk and filing cabinet. (see Exhibit A)
- ii. Four (4) T-Hangar Bays
- iii. Authority owned equipment listed (see Exhibit B)

b. Unless otherwise agreed to in writing between Authority and Manager, all improvements made to the leased property by Manager shall revert to Authority upon termination of this Agreement.

3. Compensation

In consideration for the Manager's compliance with its rights, duties and obligations set forth herein, Manager shall not be required to remit payment to the Authority for its use of the Airport or any of its use of the leased property listed in 2a.

Moreover, the Authority shall pay to the Manager for management of the Airport as set forth herein the amount of:

- a. \$ 3,000 per month (payable after the 1<sup>st</sup> of each month)
- b. \$ 0.10 per gallon of 100LL and Jet A fuel sold; to be billed by Manager on the 1<sup>st</sup> of each month for the prior month's sales
  - i. If the combined fuel sales reach 90,000 gallons, an incentive bonus of \$2,500 will be paid to the Manager.
  - ii. For every 10,000 gallons sold thereafter a \$500 incentive bonus will be paid.
- c. 10% of hangar bays rental income of Buildings F,G,O,P,Q, & R calculated on a modified accrual basis based on occupancy and completed lease agreements.
  - i. If occupancy reaches 85%, an incentive bonus of 15% of hangar bays rental income of Buildings F,G,O,P,Q, & R calculated on a modified accrual basis based on occupancy and completed lease agreements.
  - ii. If occupancy reaches 95%, an incentive bonus of 20% of hangar bays rental income of Buildings F,G,O,P,Q, & R calculated on a modified accrual basis based on occupancy and completed lease agreements.
- d. All monies received for overnight and one week or less hangar bay rental and ramp rental fees will be split 50/50 between the Manager and the Authority. Compensation to the Manager for temporary hangar bay rentals over one week will be at 10%, see preceding section 3c.

4. Compliance with Regulations

- a. Manager, in the conduct of its obligations under this Agreement, shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Authority now or in the future, including but not limited to the Minimum Standards for Aeronautical Activity and FCAA Security Procedures Manual for the Fairfield County Airport, and Manager shall keep in effect and post in a prominent place at the Airport, all necessary and/or required licenses or permits.
- b. Manager agrees that no person, on the grounds of race, gender, color, creed or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport facilities, in the construction of any improvements on, over or under such land and the furnishing of services. Manager shall comply with all other requirements imposed by or pursuant to Title 49, Code of Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-

effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended. In the event of the breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Agreement and to reenter and repossess the facilities and hold it as if this Agreement had never been made.

5. Rules and Regulations Promulgated by the Board

Authority shall provide Manager with a complete and up-to-date copy of all rules and regulations promulgated by the Authority including but not limited to the Minimum Standards for Aeronautical Activity at Fairfield County Airport, a copy of which is attached hereto and incorporated herein by reference as Exhibit C and the FCAA Security Procedures Manual, a copy of which is attached hereto and incorporated herein by reference as Exhibit D. Manager shall serve as an advisor to the Authority or any rule making committee thereof in matters related to Airport operations. Manager shall post and maintain such rules and regulations promulgated by the Authority, in a prominent place at the Airport. Manager shall attend each Board meeting monthly to update the Authority on the status of current operations.

6. Non-Exclusive Right

The Authority reserves the right to grant others certain rights and privileges upon the Airport which are substantially similar to those granted to the Manager, in its capacity as a fixed based operator only, under this Agreement. If so granted, the Authority covenants and agrees that:

- a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the airport as set forth in the Minimum Standards for Aeronautical Activity at Fairfield County Airport and the FCAA Security Procedures Manual;
- b. It will not permit any other operator of aeronautical endeavors or activities to operate on the Airport under rates, terms or conditions which are more favorable than those set forth in this Agreement; and
- c. It will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement with the Authority.

The Authority reserves the right to have access to the conference room located in the Administration Building for its meetings at no charge. The general public, upon reasonable notice to Manager, may be permitted access to the same conference room and the pilot briefing room on a first-come-first-served basis at no charge for public meetings during normal posted hours of operation of the Airport. However, Manager shall have the right to deny access to the conference room to the general public when such access shall interfere with the conduct of Manager's business activities or meetings of Authority.

Authority reserves the right to close the runway, taxiways, and other areas for maintenance, repair or replacement purposes, and agrees that reasonable notice will be given to Manager of its intent to close the same in other than emergency situations.

***NO RIGHT OR PRIVILEGE HAS BEEN GRANTED TO THE MANAGER WHICH WOULD OPERATE TO PREVENT ANY PERSON, FIRM OR CORPORATION OPERATING AIRCRAFT ON THE AIRPORT FROM PERFORMING SERVICE ON ITS OWN AIRCRAFT WITH ITS OWN REGULAR EMPLOYEES, INCLUDING MAINTENANCE AND REPAIR SERVICES.***

7. Use of Airport Facilities

Manager shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aides, terminal facilities and aircraft parking areas designated by the Authority in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport.

8. Required Services of Fixed Base Operators

Manager is granted by the Authority the non-exclusive privilege to engage in, and Manager agrees to engage in the business of providing full and complete fixed base operation services at the Airport daily, except for Thanksgiving, Christmas and New Years Day, during daylight hours, in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. (see Exhibit C) Such fixed base operation services shall, at a minimum, include:

- a. Ramp service including sale and self-service of aviation fuels, lubricants and other related aviation products;
- b. Apron servicing of aircraft, including itinerant parking, storage and tie-down services for both based and non-based aircraft upon or within the Leased Property;
- c. Customary accommodations and courtesies for the convenience of users, including pilot lounge area, informational services and direct telephone services;
- d. Equipment and trained personnel to remove, upon request, disabled aircraft from those portions of the Airport provided and made available by the Authority for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and directly associated areas which are not leased by Manager or any other tenant on the Airport (Airport Operations Area).

Manager shall have the right to enter into agreement(s) to employ or engage subcontractor(s) to provide some or all of the services under Paragraphs 8 above, provided that such agreements shall comply with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. The name, qualification and other pertinent data regarding any such subcontractor, along with a copy of any agreements between the Manager and subcontractor shall be submitted to Authority.

The selection, retention, assignment, direction and payment of Manager's employees shall be the sole responsibility of Manager, and Authority shall not attempt to exercise any control over the daily performance of duties by Manager's employees.

9. Authorized Services of Fixed Base Operator

In addition to the services required to be provided by Manager, the Manager is granted by the Authority the non-exclusive privilege to engage in the following services:

- a. Ramp services including loading and unloading of passengers, baggage, mail and freight; providing ramp equipment, aircraft cleaning and other services for air carriers and other persons or firms;
- b. Special flight services, including aerial sight-seeing, aerial advertising, and aerial photography;
- c. The sale of new and used aircraft;
- d. Federal Aviation Administration approved repair, examination and maintenance services of based and non-based aircraft with the exception of Saturdays, Sundays, and recognized holidays;
- e. Federal Aviation Administration approved flight training services including ground school and testing;
- f. Aircraft rental and lease-back services;
- g. Aircraft charter operations and services, conducted by Manager or subcontractor of Manager under FAR Part 135; and
- h. Retail sale of food/beverages and aviation related merchandise.

10. Required Services of Airport Manager

Manager is granted by the Authority the exclusive privilege to serve, and Manager agrees to serve as Airport Manager of the Fairfield County Airport, providing full and complete management services at the Airport as follows:

- a. To negotiate with the direction of Authority's designee or of the Fairfield County Board of Commissioners, for goods and services required to conduct Authority or Fairfield County Board of Commissioners' activities specifically delegated to Manager by Authority, however, no contract shall be entered into on behalf of the Authority by Manager in excess of One Thousand (\$1,000.00) without the prior written or e-mailed approval of the Buildings and Grounds designee of the Authority, except for tenant and emergency repairs and services.

- b. To, on behalf of the Authority and during regular business hours, act as Agent for the Authority for security related matters and tenant relations. (see Exhibit D)
- c. The Manager shall not be responsible for performing maintenance and/or repairs to Authority-owned hangars, but shall receive requests for maintenance to such hangars during regular business hours. All requests shall be forwarded to a company or individual approved by the Authority to perform maintenance on such hangars.
- d. The Manager shall be responsible for managing, monitoring and record keeping for the fuel pumps, fuel truck and fuel sales system, and for record keeping and reporting of fuel deliveries and sales to the Authority.
- e. The Manager or duly authorized subordinate shall attend all meetings of the Fairfield County Airport Authority Board. The Manager shall provide the following information in writing at each regularly scheduled board meeting:
  - i. T-Hangar Bay Occupancy
  - ii. R-Hangar Bay Occupancy
  - iii. Preceding month new lease/rental agreements
  - iv. Preceding month ramp fees & overnight/weekly, month to month hangar fees
  - v. Fuel Sales (Jet and 100LL) for preceding month and calendar year to date
  - vi. Number of operations for the preceding month (best estimate)
  - vii. Hangar maintenance issues for preceding month
  - viii. Tenant or public comments from preceding month
  - ix. Any incidents (i.e: violations reported to FAA, security breach, runway incursions, aircraft incidents on the airport, etc)
  - x. Incident reports for any known person injury or property damage during preceding month (see Exhibit E) Person injury reports are to be forwarded to the Fairfield County Human Resource Department

Note: No Conflict of Interest shall exist between the Manager's role as the Airport Manager, Fixed Base Operator, and the tenant of the Airport.

11. Qualification of Airport Manager

The Manager may select and appoint a natural person as its agent who also may be the full-time manager of its fixed base operations at the Airport. Such appointment shall be submitted to Authority for approval, which will not be unreasonably withheld.

The Manager shall be experienced in the aviation industry and in business management and be vested with full power and authority to act in the name of the fixed base operator with respect to the method, manner and conduct of the operation of the fixed base services to be provided under this Agreement.

The Manager shall be available at the Airport during regular business hours and, during Manager's absence, a duly authorized subordinate shall be in charge and available at the Airport. Emergency telephone numbers for the Airport Manager and his duly appointed subordinate shall be posted in the Administration Building in such a fashion as to be visible from outside said building.

12. Oversight

Manager shall be empowered to oversee the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aides, terminal facilities and aircraft parking areas designated by the Authority and shall be authorized to enforce compliance with Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

***NO RIGHT OR PRIVILEGE HAS BEEN GRANTED TO THE MANAGER, AS MANAGER, WHICH WOULD OPERATE TO PREVENT ANY PERSON, FIRM OR CORPORATION OPERATING AIRCRAFT ON THE AIRPORT FROM PERFORMING SERVICE ON ITS OWN AIRCRAFT WITH ITS OWN REGULAR EMPLOYEES, INCLUDING MAINTENANCE AND REPAIR SERVICES UNLESS SUCH SERVICE IS NOT IN COMPLIANCE WITH STANDARDS FOR AERONAUTICAL ACTIVITY AT FAIRFIELD COUNTY AIRPORT.***

13. Non-Competition

Except for those rights reserved by Authority herein, Authority shall not engage directly or indirectly, other than its capacity of landlord, in any of the activities granted to Manager herein.

14. Operating Standards

In providing any of the required or authorized services or activities, Manager shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- a. Manager shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport;
- b. Manager shall furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services at the Airport;
- c. Manager shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service, however, that Manager may be allowed to make reasonable and non-discriminatory discount rebates or other types of price reductions to volume purchasers or charitable causes;
- d. Manager shall provide, at its sole expense, a sufficient number of employees to provide the services required or authorized in this Agreement in an efficient and effective manner; and,



- e. Manager shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Authority, including the Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

15. Suppliers

Manager shall have the sole right to choose its vendors and suppliers in providing required and authorized services and Authority shall not attempt to exercise any control or influence over the selection of its vendors and suppliers.

16. Independent Contractor Status

In conducting its business, Manager acts as an independent contractor and not as an agent of Authority.

17. Maintenance of Airport Facilities

Manager, at Manager's cost and expense shall keep the premises in a neat and orderly condition and shall be responsible for day to day maintenance of the interior of the Administration Building including but not limited to janitorial services, window washing and general upkeep.

Manager, using equipment and supplies provided by the Authority and at his own expense for labor, shall coordinate with other parties authorized by the Authority the mowing of all improved areas within the confines of the leased property. These areas shall be mowed by another party authorized by the Authority not less than six (6) times per year and maintained in such a fashion as not to be a hazard to aviation and to discourage the habitation of such improved areas by wildlife which could be a hazard to aviation.

The Manager, using equipment and supplies provided by the Authority and at its own expense for labor, shall coordinate with other parties authorized by the Authority for removal of snow and/or ice from any and all public and common or joint use areas of the Airport, including the runway, taxiway, ARF Road and other areas at the Airport. Manager shall be responsible for snow removal within the leased property.

Except as provided otherwise in this Agreement, Manager shall maintain, or cause to be maintained, the leased premises, as well as all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions at the cost and expense of the Authority, as, in its opinion, are required and necessary for the safe and efficient day-to-day operations of the Airport, unless otherwise provided herein, and unless such maintenance, repairs, replacements or additions are caused by or are in direct results of negligence by another tenant, its employees, agents or invitees.

Manager shall immediately notify the Authority, in writing or by e-mail, of any defect or damage to the Leased Property as well as to any and all public and common or joint use areas of the Airport, including the Air Operations Area, which is not attributable to the day-to-day operation of the Airport. Manager shall immediately notify the Authority as soon as such condition appears. Authority agrees to effect necessary repairs and/or replacements and/or improvements as soon as possible to maintain said Leased Property as well as any kind and all public and common or joint use areas of the Airport, including the Air Operations Area, in a safe usable condition, and to maintain compliance with any and all requirements, orders, directives, and directions of the Federal Aviation Administration, Transportation Security Administration, Fire Marshall, Environmental Protection Administration, Federal Communications Commission or other federal, state, regional or county regulatory agency.

Items of major maintenance to the Leased Property as well as to any and all public and common or joint use areas of the Airport, including the Air Operations Area shall be the responsibility of the Authority. All costs of maintenance to, and inspection and periodic calibration of navigational lighting, fuel delivery equipment, sewage and water treatment equipment, meteorological equipment and navigational aids shall be the responsibility of the Authority.

Manager shall notify Authority of the results, comments and recommendations of any and all inspections conducted by regulatory agencies.

18. Aerial Approaches

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Manager from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

19. Indemnification

Manager shall assume, defend, indemnify and hold harmless the Authority and the Fairfield County Commissioners, their officers, agents, employees, their successors and assigns, for and from any and all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to person or property of any person, including but not limited to the agents, employees, invitees and licensees of either of the parties hereto and to the property of any of them arising out of or connected with or incidental to, either directly or indirectly, either the leasing, use occupancy or condition of the leased premises, the exercise of the Manager's rights hereunder, or the covenants and obligations of Manager under this Agreement, except to the extent caused by the negligent acts or omissions of the Authority, its employees or agents. Manager shall pay all costs, expenses, claims, fines, penalties, damages and attorneys' fees that may in any manner arise out of or be imposed because of Manager's failure to comply with this Agreement, whether or not assessed by any governmental body against the Authority as either property owner or as Airport operator. The provisions of this paragraph and the provisions of

all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

## 20. Insurance

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of public liability insurance during the term of this Agreement. Said insurance policy shall contain minimum coverages of One Million Dollars (\$1,000,000) for any one accident.

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of such other casualty or liability insurance policies customary for the business activities contemplated.

All insurance policies under this Agreement and so maintained by Manager shall include the Authority and the Board of County Commissioners of Fairfield County, Ohio as additional insureds under the terms of the policy. Authority shall provide to Manager a certificate of insurance for Airport and facilities, upon request of Manager.

## 21. Utilities

The Authority agrees to pay the costs of all utilities necessary for the efficient operation of the Administration Building, Authority-owned hangars, exterior security lighting, sewage and water treatment equipment, navigational lighting, navigational aids now installed and to be installed in the future, and all weather reporting equipment. Such weather reporting, navigational lighting and aids include, but are not limited to, the ASOS, runway lights, taxiway lights, strobe lights, beacon lights, ADF system and localizer system. Authority will pay the cost of trash collections and terminal telephone services.

## 22. Early Termination

- a. This Agreement may be terminated by Manager upon the occurrence of any one of the following events:
  1. The abandonment of the Airport as an airport or airfield of any type, class or category of airport.
  2. The default by Authority in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Authority to remedy, or undertake to remedy, to Manager's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Manager to remedy same;
  3. Damage to or destruction to all or a material part of the Airport facilities necessary to the operation of Manager's business if not repaired or replaced by Authority within a reasonable period of time;
  4. The lawful assumption by the United States, or any authorized agency, of the operation, control or use of any substantial part of the Airport in such

manner as to substantially restrict Manager from conducting business operations for a period in excess of ninety (90) days.

- b. This Agreement may be terminated by Authority upon the occurrence of any one of the following events:
  1. The default by Manager in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Manager to remedy, or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from Authority to remedy same;
  2. Manager is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Manager and such receivership is not vacated within ninety (90) days after the appointment of such receiver.

Exercise of the rights of termination set forth in sub-paragraphs 1 and 2 above shall be by written notice to the other party within thirty (30) days following the event giving rise to the termination.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to that or any other covenant or condition.

23. Assignment

Manager shall not assign its rights, privileges and obligations under this Agreement without the expressed prior written approval of Authority. Manager shall provide at least thirty (30) days written notice to Authority of its intent to assign, and provide Authority with the name, address and telephone number of the intended assignee.

24. Miscellaneous

- a. This Agreement embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect except as agreed to by Authority and Manager, in writing, and shall be binding and inure to the benefit of the parties and their respective successors and assigns.
- b. If any term, covenant or condition of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- c. All notices required by this Agreement shall be sent by certified mail to the respective addresses listed below or to such other addresses as a party may designate by written notice:

Manager: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authority: Fairfield County Airport Authority  
 c/o Staci Knisley  
 3430 Old Columbus Road, NW  
 Carroll, Ohio 43112

- d. This Agreement is to be construed in accordance with the laws of the State of Ohio.

25. Exhibits

The following documents attached hereto are hereby incorporated into and made part of this Agreement.

- a. Exhibit A – Plan of Premises
- b. Exhibit B – List of Equipment (as of January 1, 2016)
- c. Exhibit C – Minimum Standards for Aeronautical Activity at Fairfield County Airport
- d. Exhibit D – FCAA Security Procedures Manual (not for public dissemination)
- e. Exhibit E – Person injury and property damage incident reports

The parties signed this Agreement on \_\_\_\_\_, 2015.

Fairfield County Airport Authority

\_\_\_\_\_  
 Glenn R. Burns, President

Sundowner Aviation, LLC

\_\_\_\_\_  
 \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared Glenn R. Burns to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same as his own free act and deed and the voluntary act and deed of the Fairfield County Airport Authority.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_.

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_ to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same as his own free act and deed and the voluntary act and deed of Sundowner Aviation, LLC.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_.

The legal form and correctness of  
The within document is hereby approved:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_