

LEASE AGREEMENT

between

CITY OF ANN ARBOR

and

AVFUEL CORPORATION

This contract is between the CITY OF ANN ARBOR, a Michigan municipal corporation (City), and AVFUEL CORPORATION, a Michigan corporation, hereby known as Lessee. In consideration of the mutual promises below, City and Lessee agree as follows:

1. **PREMISES:** The City agrees to lease to the Lessee property in Pittsfield Township, Washtenaw County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Premises"). Premises shall mean the land area described in Exhibit A. Premises is approximately 6,596 square feet.
2. **LEASE DURATION:** The term of the lease shall be ten (10) years commencing on May 1, 2014 and terminating April 30, 2024, unless sooner terminated or extended as provided in this lease. Lessee shall have the option to renew this lease for one additional five (5) year term, subject to and in accordance with the conditions as set forth in Paragraph 6 (Renewal Notices and Termination) of this lease. Lessee's option to renew this lease shall not apply if, for any reason, this lease is terminated prior to the end date of the initial term or Lessee is in default.

The City has the power to terminate this lease on the occurrence of any breach of this lease, including failure to pay rent within fifteen (15) days of its due date, any charge required by this lease within ten (10) days of receipt of a demand, or perform any

condition or covenant of this lease within thirty (30) days of a demand for cure by the City. The City will exercise this power by delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Lessee. The receipt of money by the City from Lessee after the termination of this lease will not reinstate or extend the term or waive any notice given by the City to Lessee before the receipt of the money.

3. **RENT:** Lessee's total rental obligation is comprised of both the land rent and any late fee assessed in accordance with paragraph 4. The land rent per square foot per year is \$.363 for a total annual rent of \$2,394.35 for the first year of the lease. Lessee shall pay to the City the annual rent in monthly installments of 1/12 the annual rate, in advance or before the first day of each month starting May 1. Failure to make monthly payments in accordance with the terms and conditions of this lease for whatever reason, shall be subject to the penalties as stated in Paragraph 4 (Late Payment) and Paragraph 6 (Renewal Notices & Termination) of this lease. The annual land rent will be increased on each May 1 during the term by the percentage increase, if any, in the Consumer Price Index. "Consumer Price Index" means the Consumer Price Index published by the Bureau of National Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1967 = 100). The Consumer Price Index shall be calculated by using the twelve (12) month period (February to February) preceding each May 1 when the rent adjustment is to take place. If a substantial change is made in the manner of computing the Consumer Price Index, then the Consumer Price Index will be adjusted to the figure that would have been used had the manner of computing the Consumer Price Index in effect at the date of this lease not been altered. If the Consumer Price Index (or a successor or

substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information used in determining the Consumer Price Index will be used. Delays in computing the Consumer Price Index by either party will not impair the continuing obligation of the Lessee to pay rent adjustments.

4. **LATE PAYMENT:** Should Lessee fail to make the monthly rental payment by the fifteenth (15th) day of the month, an additional late payment penalty of one (1) percent per month or \$15 (whichever is higher), for the unpaid balance of the annual rent will be required of the Lessee. Rent shall be deemed paid on the date when received by the Ann Arbor City Treasurer; provided that, if a check for payment is dishonored for any reason not the fault of the City, rent shall be deemed paid when the check is honored. If a check is returned, a fee of twenty five (\$25) dollars, or as amended by City Council, will be assessed to the Lessee's account. Rent more than sixty (60) days past due shall be considered delinquent and in default, and subjects the Lessee to termination and eviction.

5. **DEFAULT PAYMENT:** If the Lessee defaults on any payment(s) or expenditure(s) other than Rent required to be paid or expended by the Lessee under the terms and conditions of the lease, the City may, at its option, make the payment(s) or expenditure(s). The amount paid shall be payable as Rent to the City by the Lessee on the next ensuing rent day together with interest at fifteen (15) percent per annum from the date of payment by the City, or at the highest rate permitted by law (whichever is lower). If Lessee defaults on payment(s), the City shall have the same remedy(ies) as on default in payment for Rent.

6. **RENEWAL NOTICES and TERMINATION:** At least ninety (90) days before the

expiration of the initial term of this lease, Lessee must notify City of its intention to lease the Premises for the additional option period as stated in Paragraph 2, Lease Duration. After receipt of the notice, the City, at least sixty (60) days prior to the expiration of the lease term, shall notify Lessee upon what, if any, terms, rental rates and conditions City would be willing to lease the Premises. Lessee may enter into a lease on the offered terms and conditions, by making notice of acceptance to the City at least fifteen (15) days prior to the expiration of the initial term of this lease. Should Lessee not accept the offer, the City shall have the right to show the Premises to prospective Lessees and install signs indicating the Premises are available for rent. If the Lessee does not wish to extend the lease in accordance with Paragraph 2, Lease Duration, or this lease is terminated sooner by the City under the provisions of the lease, the Lessee shall remove its owned fixtures, and equipment, in accordance with best known environmental practices, and in compliance with all applicable laws, codes, administrative rules and regulations pertaining to the removal of fuel storage tanks, including environmental testing, and to the satisfaction of the City and the Michigan Department of Environmental Quality. Lessee shall restore the Premises so that it is substantially the same as before Lessee took possession of the Premises under this lease. Lessee will indemnify the City, against any liability resulting from any release of hazardous substances or materials on the Premises while Lessee is in possession or caused by Lessee or persons acting under Lessee in removal of any fuel tank at end of lease term, including but not limited to damages, costs, and reasonable attorney fees, incurred as a result of any release.

7. **HOLD OVER:** If Lessee remains in possession of the Premises after the end of the term of this lease with the consent of the City, it will occupy the Premises as a

holdover tenant. It is agreed that in the event of the Lessee holding over after the expiration of the lease, tenancy shall be on a month-to-month basis in the absence of a written agreement between the City and Lessee or notice of termination. Lessee shall be subject to all covenants of the lease to the extent they can be applied to a month-to-month tenancy; except that the land rental rate for holding over shall be computed by the City in accordance with Paragraph 3, Rent. Acceptance of Rent by the City after the expiration of the lease shall not constitute an extension or renewal of the lease and does not preclude the City from recovering damages if Lessee fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the term of the lease.

8. **USE AND OCCUPANCY:**

- A. During the continuance of the lease, the Premises shall be used to procure and import aviation fuel, and to store said aviation fuel in fuel storage tanks erected on the Premises. Lessee agrees to use the Premises for no other purpose(s) without the prior written consent of the City, which will not be unreasonably withheld or delayed. The sale of aviation fuel from the storage facility will be governed by an annual commercial use permit, as further outlined below.
- B. The Lessee by accepting this lease agrees for itself, its successors, and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Ann Arbor Municipal Airport, or otherwise constitute a hazard.
- C. Lessee will not use the Premises in any manner that violated or would create liability under Applicable Laws. Applicable Laws include all (a)

statutes, codes, ordinances and permits; (b) administrative rules, regulations, and policies; and (c) the orders and directives of any federal, state, or local governmental authority. Applicable Laws specifically include (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601 et seq., (b) the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq., (c) the Natural Resources and Environmental Protection Act of 1994, MCL 324.101 et seq. and (d) the directives of the fire marshal and building official. It is mutually acknowledged that this agreement requires the engagement in a commercial operation of wholesale fuel sales, more specifically as listed in the required annual Airport Commercial Use Permit.

- D. Lessee agree it will not do or permit any act that will invalidate or conflict with any insurance policy carried it or by the City with respect to the Premises or that might subject the City to any liability to any third party.
- E. At all times during the Term, the Premises shall be used and operated by the Lessee as a fuel storage facility. As a supplier of aviation fuels, Lessee shall be required to notify the City on a monthly basis, in writing, of the quantity of fuels sold to each purchaser which is a reseller or redistributor of such fuels from facilities at the Ann Arbor Municipal Airport. Lessee shall include in such monthly reports information reasonably required by the City in order to invoice those purchasers for flowage fees. Lessee shall have an adequate spill/clean-up plan on file with the airport administrative offices, with necessary supplies and resources on hand to contain and remove any and all spills or leaks. Lessee further agrees to provide the airport administrative offices with current telephone numbers of personnel that can be reached at all times in the event of a fuel spill. Lessee shall

promise and assure that all personnel assigned the responsibility of loading or dispensing aviation fuels at the Premises shall be properly trained in the dispensing of the fuels, and spill clean-up procedures for each type of fuel stored on the Premises. Training will include procedures for notifying appropriate agencies and the airport when a fuel or material spill occurs. Procedures and products will be in accordance with best known environmental practices, and all applicable laws and regulations.

- F. No other goods or services may be provided unless they have been approved in advance in writing by the City. Lessee as provider of services shall be subject to all applicable laws and regulations regarding approved services.
- G. Lessee shall not vacate the Premises during the Lease Term or cease to provide the goods and services required by this Article at any time during the Lease Term or any extension to the Lease Term or transfer of lease of Premises. Violation of this provision will subject the lease to the termination provisions as outlined in Paragraph 6, (Renewal Notices and Termination).

9. **RIGHT TO MORTGAGE/SUBORDINATE:**

- A. The City reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or later placed upon the City's interest in the land which the Premises is a part or upon any encumbrance later placed on the land which the Premises forms a part. The Lessee promises and agrees to execute and deliver upon demand any further instrument(s) subordinating this lease to the lien of any mortgage or mortgages as shall be desired by the City and hereby irrevocably appoints the City the attorney-in-fact of the Lessee to execute

and deliver any such instrument or instruments for and in the name of the Lessee.

- B. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- C. The Lessee shall have the right to mortgage the leasehold interest in the Hangar and the City agrees to consent to the mortgage. Lessee agrees that no mortgage or lien on the Hangar shall have a term that extends beyond the termination date of this lease.

10. **TENANT TO INDEMNIFY:** The Lessee agrees to indemnify and hold harmless the City from any liability for damages to any person or property in, on or over the Premises from Lessee's use and occupation of the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage related to (a) condition of the Premises; (b) the use or misuse of the Premises by Lessee or its officers, employees, agents, contractors, or business invitees; (c) the acts or omissions of Lessee, its officers, employees, agents, contractors, or business invitees; or (d) any other event on the Premises, whatever the cause. Lessee's indemnification does not extend to liability for damages resulting from the sole or gross negligence of the City. The Lessee will procure and keep in effect during the Lease duration, the following insurance coverage as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Lease:

- A. \$1,000,000 Combined Single Limit Comprehensive Commercial General Liability.

- B. \$1,000,000 Combined Single Limit Automobile Liability while on airport property on each vehicle owned or leased by the Lessee that transports aviation fuels on the airport property, and No-Fault insurance as required by law.
- C. Environmental impairment liability coverage in the minimum amount of \$5,000,000 per occurrence/claim, and \$5,000,000 aggregate coverage for the exclusive coverage of claims that may occur at the Ann Arbor Municipal Airport.
- D. The Lessee shall agree to carry Workers' Compensation Insurance meeting statutory requirement of the Michigan Law.

Insurance coverage under (a), (b) and (c) above, shall name the City of Ann Arbor as an additional insured party, be endorsed to provide that it will not be canceled or materially changed for any reason except on thirty (30) days' prior notice to the City and include a clause or endorsement that insurance coverage is primary, non-contributory and the insured shall have no right to recovery or subrogation against the City. The Lessee shall deliver certificates of the policies and required endorsements, or at the City's request, the original insurance policy(ies) to the City. Upon the Lessee's failure to provide proof of insurance by providing the requested documentation within five (5) business days after being notified of the Lessee's failure to file the documents, the City may terminate this agreement subject to the terms and conditions set forth in Paragraph 6 (Renewal Notices and Termination).

- 11. **CASUALTY LOSS:** Lessee must give the City notice of any fire or other casualty on the Premises. In addition to written notice, Lessee must immediately and with all diligence attempt to contact the Airport Manager (by all means available, including telephone, fax

and email) to inform the City of the casualty. This requirement is in addition to any statutory requirement of notice of such casualty to any federal, state or local authority. It is understood and agreed between the parties that if the Lessee's fuel facility is damaged or destroyed in whole or in part by fire or other casualty during the lease duration, the Lessee will replace or repair and restore the fuel facility to its condition prior to the loss, or remove it in its entirety from the Premises with reasonable dispatch, under the same terms outlined in Paragraph 6 (Renewal Notices and Termination). There shall be no abatement of rent during the period of restoration or removal. Once removal of the fuel facility from the airport has been completed and the Premises restored to the satisfaction of the City, the lease may be terminated by the City. Lessee's fuel facility replacement, repair or removal costs shall be the sole responsibility of the Lessee.

12. **IMPROVEMENTS/ALTERATIONS:** The Lessee is responsible for all expenses related to the maintenance and repair of its fuel tanks and related equipment and the Premises. The Lessee agrees to make reasonable repairs, refurbishment and maintenance of those fuel tanks and equipment, and premises. The Lessee shall not make any alterations, additions, or structural improvements to the Premises without the City's prior written approval, which shall not be unreasonably withheld or delayed.

13. **RESERVATIONS:**

A. The Lessee by accepting this lease expressly agrees that it, its successors and assigns will not erect nor permit the erection of any structure or object on the Premises without the prior written approval of the City. Should Lessee breach this covenant, the City reserves the right to enter upon the

Premises and remove the offending structure or object and Lessee shall be solely responsible for all removal costs.

- B. The City reserves the right to acquire and demolish or relocate with recourse, the fuel facility on the Premises in accordance with this lease; should the removal be required for reasons of safety or airport development. In such event, the City shall give no less than ninety (90) days written notice of its need and intent regarding the fuel facility.
- C. The City reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Ann Arbor Municipal Airport.
- D. The City reserves the right to use the airspace above the Premises for the operation of aircraft taking off or landing, at the Ann Arbor Municipal Airport. The Lessee by accepting this lease, agrees for itself, its successors, and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Ann Arbor Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Lessee.

- 14. **SERVICES NOT EXCLUSIVE:** It is understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation from operating aircraft or performing like services on the airport.

15. **ACCESS TO PREMISES:** The City reserves the right of free access at all times to the Premises and fuel facilities. Upon proper notice to the Lessee, the Airport Manager, and/or his/her authorized agent(s) accompanied by the Lessee and/or his/her authorized agent(s), may at any reasonable time enter the fuel facility to make an inspection to determine if the Lessee is complying with the terms and conditions of the lease, regulations that govern the operation or the use and occupancy of the Premises and fuel facility. Storage tanks and facilities shall be subject to inspection and approval of the Federal Aviation Administration, the Michigan Department of Environmental Quality, and the local Fire Marshal.

16. **CARE OF PREMISES:** The Lessee shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or menace to other airport lessees or tenants. Lessee shall keep the Premises under its control clean and free from rubbish, snow and ice, and the grass mowed at all times. In the event the Lessee shall not comply with these provisions, after seven (7) days written notice for snow and ice or fifteen (15) days written notice for all other required remedies, the City may enter upon the Premises and remove rubbish, dirt, snow and ice, and mow the grass in which event the Lessee shall pay to the City all costs involved. Lessee shall pay this charge to the City within fifteen (15) days of presentation of the bill or the City shall have the same remedy(ies) as on default in payment for Rent.

17. **COMPLIANCE WITH LAWS, ORDERS, REGULATIONS, OR ORDINANCES:**
 - A. The Lessee shall at its own expense promptly comply with all statutes, codes, ordinances, administrative rules, regulations and policies and the

orders and directives of any Municipal, County, State, and Federal authority affecting the Premises and the cleanliness, safety, occupation, and use of the Premises, including, but not limited to 42 U.S.C. 6991 et seq., 40 C.F.R. Part 281, and MCL 299.701, et seq.

- B. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
 - C. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the airport.
 - D. Lessee agrees that the attached rules and regulations, as amended from time to time, governing the Ann Arbor Municipal Airport, shall be binding and incorporated by reference into this lease. The City shall mail to the Lessee a written copy of any amendments made to the rules and regulations.
18. **CONDITION OF PREMISES AT TIME OF LEASE:** The Premises is leased "as is." The Lessee acknowledges that he/she/it has examined Premises prior to the making of this lease, and knows the condition of land herein described as Exhibit A and that the City and/or its agent(s) have made no representations as to the condition or state of repairs of the Premises. Lessee is satisfied with the condition of and accepts the Premises in its present condition at the date of the execution of this lease. The City shall not be responsible or liable to the Lessee for any loss or damage from the acts or omissions of persons occupying any part of adjoining

premises.

19. **GAS, WATER, HEAT, ELECTRICITY AND TAXES:** Lessee will pay all charges made against the Premises for gas, water, heat, and electricity for the duration of this lease, as the same shall become due. Lessee shall be responsible for and pay all taxes and special assessments assessed against the fuel tanks, related equipment and other property of Lessee located on the Premises. Failure to pay shall subject the Lessee to the same remedy as provided in paragraph six (6) of this lease.

20. **SIGNS AND ADVERTISING DISPLAY:** The erection of signs and advertising displays in and about the Premises must receive prior written City approval, which approval shall not be unreasonably withheld or delays. All signs and advertising displays shall conform to the standards of the municipality having jurisdiction over erection of signs/advertising displays. Lessee shall have the right to display on or about the Premises appropriate signs for the purpose of identifying the Lessee, its services and facility address.

21. **ATTACHMENTS:** If the Lessee defaults in the terms and conditions of the lease or deserts the Premises, it shall be lawful in accordance with the laws of the State of Michigan, for the City, its certain attorneys, representatives and assigns to attach the Lessee's fuel facility, equipment and leased Premises. The City shall provide a thirty (30) day written notice of its attachment of Lessee's facility, equipment and the leased Premises to the Lessee and any City authorized sub-Lessee. No third party rights are implied. Lessee agrees to pay all expenses incurred in obtaining possession of the Premises.

22. **QUIET ENJOYMENT:** The City promises that the Lessee, on payment of all the required fees and charges and performing all the Lessee's promises and obligations under the lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the duration of the lease term.
23. **REMEDIES NOT EXCLUSIVE:** It is agreed that each of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other right, remedy and benefit, or of any other rights, remedies and benefits allowed by law.
24. **DISCRIMINATION:** Lessee, its agents and employees, shall not discriminate against any person or class of persons by reason of race, color, creed, national origin, marital status, age, condition of pregnancy, religion, physical limitations, source of income, family responsibilities, education association, sexual orientation or sex. Lessee, its agents and employees shall be bound by the non-discriminatory provisions required by the Code of Federal Aviation Regulations, and as such Regulations may be amended. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended.
25. **NOTICES:** Whenever under this lease a provision is made for notice of any kind, it is sufficient if the notice to the Lessee is in writing addressed to the Lessee at its last known post office address and deposited in the mail with postage prepaid.

**Avfuel Corporation
47 W. Ellsworth Road
Ann Arbor, Michigan 48108**

If the notice is to the City, it is sufficient if it is in writing addressed to the last known post office address of the City and deposited in the mail with postage prepaid.

**Ann Arbor Municipal Airport
801 Airport Drive
Ann Arbor, MI 48108
Attn: Airport Manager**

Notices sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

26. **OWNERSHIP OF FIXTURES AND IMPROVEMENTS:** Notwithstanding any other provisions in this lease, any improvements to the leased Premises (excluding Lessee's fuel tanks, pumps, pipes, fuel dispensing equipment and related equipment and excluding any of Lessee's other personal property not affixed to the Premises) become the sole property of the City upon expiration or termination of this lease and approved extensions. Lessee shall not encumber the Premises and its applicable property in any way beyond the lease term. All of Lessee's tanks, pumps, pipes, dispensing equipment and related equipment and all of Lessee's other personal property not affixed to the Premises shall remain the Lessee's and be completely removed at the termination of this agreement.
27. **RIGHT OF FURTHER DEVELOPMENT:** The City reserves the right to further

develop or improve the landing areas of the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

28. **CONSENT:** In all cases requiring consent from the City, consent shall not be unreasonably withheld. In all cases in which consent has been requested in writing, the City will respond within sixty (60) days or the consent will be automatically approved.

29. **WAIVER:** No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party, (b) specifically identifying the covenant or breach, and (c) expressly stating that it is a waiver of the identified covenant or breach. One or more waivers of any promises or conditions by the City shall not be construed as a continuing waiver of the same covenant or breach or of a further breach of the same promise or condition. Consent by the City to any act requiring the City's consent does not constitute a waiver of the requirement of the City's consent with respect to any similar or subsequent act.

30. **SETTLEMENT OF CLAIMS:** Upon notice from the City, Lessee agrees to settle, adjust and defend any claim made or suit brought against the City for any loss, injury or damage arising out of Lessee's use and occupancy of the Premises, at the Lessee's sole cost and expense and to pay any judgment rendered, together with cost of court and the City's attorney fees.

31. **AMENDMENTS:** This is the full and complete understanding of the lease, all prior or verbal or written agreement(s) are null and void. This agreement may

only be modified or amended, in writing, signed by both parties. There may be no oral modification or amendment of this lease, whether or not supported by consideration.

32. **HEADINGS:** The numbering and headings are not a part of this lease and are intended only to assist in locating the relevant lease terms.
33. **CONSTRUCTION AND INTERPRETATION:** This lease will be construed in accord with Michigan law. If any covenant of this lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired. This lease has been negotiated at arm's length and reviewed by both parties. The lease is not to be construed against the City. The use of the word "may" in describing the right of a party means that the party has the option, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not deemed an election of remedies or a waiver of any other right or claim. The use of the words "include" or "including" is intended to be illustrative and not exhaustive.
34. **AUTHORIZED AND BINDING:** Lessee and each person executing this lease on behalf of Lessee warrant and represent to the City that Lessee is validly organized, existing, and authorized to do business under Michigan law; that Lessee has full power and lawful authority to enter into this lease; and that the execution of this lease by the individual who has signed below is legally binding on Lessee in accordance with its terms. The City and the official signing on behalf of the City warrant and represent to Lessee that the City is a governmental unit of the State of Michigan and has the full power and authority to enter into this lease; and that the execution by this lease by the individual who has signed below is legally binding on the City in accordance with its terms. The promises, conditions and agreements made and entered into by the parties are declared binding

on their respective heirs, successors, representatives and assigns, or sub-Lessee.

WITNESSETH our hands and seals this . day of _____, 2014.

CITY OF ANN ARBOR,
a Michigan Municipal Corporation

AVFUEL CORPORATION,
a Michigan Corporation

By _____
John Heiftje, Mayor

By _____
William B. Light, Vice President
Administration

By _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Approved as to Form:

By _____
Steven D. Powers, City Administrator

By _____
Stephen K. Postema, City Attorney

EXHIBIT A

AVFUEL FUEL FARM SITE LOCATION

