APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES

CHECK ONE:  ___X___ New Application  _____ Reapplication

Pursuant to PART 4 of the Minimum Standards for Commercial Aeronautical Activities adopted by the Arapahoe County Public Airport Authority, all applications must demonstrate compliance with all the PART 2, General Requirements and the specific requirements under PART 3, Sections (2) through (16) and must contain the following below listed information.

Space has been provided for response to each question. In many cases, it may be necessary to attach the requested information. If so, please indicate as “See Attached – Exhibit ___. Care should be taken in preparing this application as any incomplete or incorrect information may delay consideration by the Board.

Consistent with applicable law, financial information you submit may be confidential. If you wish to request that the financial information you submit be kept confidential, you must submit such information in a separate attached exhibit. Other information submitted as a part of this Application will be made available to the public upon request.

1) BASIC BUSINESS INFORMATION

Name of Business: Constant Aviation

Airport Business Location: Mobile Service Unit

Currently parked at Signature Flight Support when not in use.

(Provide copy of sublease & drawings describing facilities and auto parking areas.)

Mailing Address: 18601 Cleveland Parkway

Cleveland OH 44135

Telephone: 844.261.7119

Type of Business Services Offered: Mobile AOG Service

Commencement Date: As soon as approved

Hours of Operations: 24/7

Principal Owners: Fairgrave Omlie LLC

Key Personnel & Titles: Mark Singer, Director AOG Midwest Region

Jason Henson, AOG Technician

FORM: Application For Commercial Aeronautical Activities
3/14/2017 - Page 1
2) CERTIFICATIONS & EXPERIENCE INFORMATION:

➢ Describe past experience in the specified aviation services for which application is made:

Constant Aviation is an MRO company with facilities located in Cleveland OH, Richmond Heights OH, Birmingham AL, Las Vegas NV and most recently acquiring StarPort Aviation in Orlando FL. Originally AOG Service was offered and supported by the facility locations until August of 2015 when the first Mobile Service Unit was set up and dispatched from Orlando FL without facility support. Between August 2015 and January 2016 Greenville SC and Atlanta GA became AOG locations. In January of 2016 Constant Aviation merged with Lone Star AOG creating nationwide AOG coverage. Currently Constant Aviation AOG Teams deploy from Cleveland, Cincinnati, Pittsburgh, Nashville, Birmingham, Atlanta, Greenville, Greensboro, Las Vegas, Orlando, West Palm Beach, Naples, Dallas, Seattle, San Francisco, Oakland, Los Angeles and most recently added Denver and Rifle. Our AOG Techs have over 2,838 years of combined aviation experience and we have supported over 5,700 events at over 464 airports in 2016 alone.

➢ Describe experience data on the key personnel or submit resumes as separate attachments:

Mark Singer, Director AOG Midwest Region – 25 + years Aviation Maintenance and Aviation Leadership experience.

Jason Henson – AOG Technician – 15 + years Aviation AOG Maintenance experience

(Resumes Attached)

➢ List all applicable local, state, and/or federal certifications and licenses currently held or to be obtained. Include copies of currently held licenses and certifications.

Class 4 Repair Station License which all Mobile Teams operate under and EASA Approval
Mark Singer – A & P License
Jason Henson – A & P License

(Copies Attached)

➢ If applicable, describe number of aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration numbers (n-numbers) and copies of any applicable operating certificates.

Not Applicable
3) **FINANCIAL & MARKET INFORMATION:**

A. Provide a written confirmation of account status and history from bank (see sample Bank letter):

(Letter attached)

B. Provide a full description of proposed nature of the operation. Include all services to be provided, number of persons to be employed, and any expansion plans, etc.:

Constant Aviation will provide AOG service for our customers NetJets, FlexJet, XO Jet, Travel Management, JetSuite, and Delta Private Jets to name a few. We also provide service for private customers and warranty work for Embraer, Nextant Aerospace and Bombardier Aerospace. Due to Part 145 Class IV Repair Station Approval we are able to service all fleet types for all operators. We also hold EASA approval. Current number of employees for the Denver area is two. Expansion plans would include more Mobil Service Units and employees as the business dictates.

C. Provide a statement of need for your proposed operation at the Airport:

As an approved vendor for NetJets, FlexJet, XO Jet, Travel Management, JetSuite, and Delta Private Jets to name a few. We have been asked to make our services available to all of them in this area.

D. Provide a deposit equal to 50% of the anticipated annual aircraft and/or activity fees (does not apply to activities under Sections 2 and 2.5):

Check provided

E. Provide the appropriate non-refundable application fee:

Check provided.

**PLEASE NOTE:**

The Authority reserves the right to ask for additional financial and market information in order to determine whether the operator is reasonably fit, willing and able to discharge its economic obligations to the Airport community. Examples of additional information include but are not limited to market analysis, cash flow, profit and loss projections, financial statements prepared by a Certified Public Accountant, credit reports on the business or each party owning or having a financial interest in the business.
Arapahoe County Public Airport Authority Minimum Standards

➢ List all types and amounts of insurance coverage to be maintained for the proposed operation. Include a copy of your certificate of insurance listing the Arapahoe County Public Airport Authority as additional insured and reflecting at least the required minimum liability coverages for your proposed operation.

➢ If the proposed operation includes rental, sales or flight training, provide a copy of your student/renter insurance disclosure notice as well as evidence that the same notice has been incorporated in any rental agreements.

Not Applicable.

The applicants hereby respectfully request that the Arapahoe County Public Airport Authority consider the foregoing application by the following date, March 17, 2017, for permission to perform the specified aeronautical activities at Centennial Airport.

To be acknowledged and signed by each principal owner (ie President, General Partner, CEO, CFO, Chairman, Secretary, Treasurer etc.)

Completed by Mark Singer Title Director, AOG Midwest Region Date March 8, 2017

Signed by [Signature] Title CEO Date 3/10/17

Signed by [Signature] Title VP of Mobile Operations Date 3/13/17

Signed by [Signature] Title Director, AOG Midwest Date 3/13/17

For Office Use
DATE REVIEW COMPLETED:

For Office Use
DATE OF PUBLIC HEARING:

For Office Use
WHEN PUBLISHED:
Corporation Details

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Agent / Registrant Information

CT CORPORATION SYSTEM
1300 EAST NINTH STREET
CLEVELAND, OH 44114
Effective Date: 02/25/2016
Contact Status: Active

Incorporator Information

DIRECTIONAL CAPITAL LLC

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Luke Skaflen

From: Teasdale, Craig (SFS-DEN) <[redacted]>
Sent: Wednesday, March 15, 2017 4:32 PM
To: Luke Skaflen; DeWolf, Andy (SFS-APA)
Cc: Mark Singer
Subject: RE: Permission to Service at Signature

Luke,
On behalf of Signature Flight Support APA I grant consent for Constant Aviation to operate on our leasehold. Signature requires all vendors to have a 3rd party vendor agreement on file with us. The agreement dictates even higher insurance standards than the airport to operate on our leasehold. Constant has completed the SFS process and we are comfortable with them operating on our leasehold.

Please contact me with any questions or concerns,
Regards,

Craig Teasdale
Area Director, APA/DEN/ANC/BJC/BZN/GEG/SDL

Signature Flight Support
8001 InterPort Blvd
Suite 100
Englewood, CO 80112
T 1+ 303.996.8152
M 1+ 720.273.1281

SignatureFlight.com

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From: Luke Skaflen [mailto:lskaflen@centenniaalairport.com]
Sent: Wednesday, March 15, 2017 4:28 PM
To: DeWolf, Andy (SFS-APA); Teasdale, Craig (SFS-DEN)
Cc: Mark Singer
Subject: RE: Permission to Service at Signature

[EXTERNAL EMAIL]

Hello Craig and Andy,

As part of Constant Aviation’s application for Mobile Commercial Service at Centennial Airport we will need Signature Flight Support’s consent for Constant Aviation to operate on your leasehold. An email or letter are acceptable.

Please contact me if you have any questions.

Sincerely,
MARK E. SINGER

AVIATION MAINTENANCE MANAGEMENT PROFESSIONAL:

• Dynamic, Experienced, Organized and Motivated Leader with the ability to achieve results.
• Highly proficient at creating motivating work environments through setting high expectations, providing training & education, holding employees accountable, and delivering reward and recognition to team members.

AIRFRAME EXPERIENCE

Airbus A320 • Beechjet 400A • BK 117 • Boeing 737 • Cessna Caravan
Citation Mustang, CJ4s I-IV, 550, 560, 650 & 750 • Challenger 300, 350, 601, 604 • Dornier 328
Embraer Legacy Series, Phenom 100, 300 • Embraer Brasilia • Global Express • Falcon 10, 20, 50, 2000, 9000 • Gulfstream II, III, IV, 450, 550, 650 • Hawker 700, 800, 800XP, 850XP • Jetstream 31 • Lear 31 & 60 • Pilatus PC-12 • Premier

PROFESSIONAL EXPERIENCE

Constant Aviation – Denver Colorado • Jan 1, 2017 – Present
Director, AOG Midwest Region
• Responsible for all aspects of AOG operations; planning, leading, hiring, training, process improvement, safety and service excellence for the Midwest Region

Constant Aviation – Orlando Florida • July 6, 2015 – Jan 1, 2017
Manager Mobile Operations
• Responsible for all aspects of managing AOG Orlando base; planning, leading, hiring, training, process improvement, safety and service excellence.
• Act as back up for Director of AOG; responsible for managing all AOG manpower, operations safety and service excellence.

A&P Lead Mechanic
• Responsible for all aspects of maintenance for Managed Aircraft Customers and the customer relationship
• Responsible for all aspects of Retail Customer maintenance including customer interaction, price quotes, sourcing of parts and managing work performed.
• Perform pre-buy consulting services – travel as needed to manage pre-buy inspections

Cessna/Citation – Orlando Florida • Jan 31, 2011 – Apr 13, 2012
• Perform scheduled maintenance and sheet metal on all Citations aircraft.

LiveTV/ Aerotek – Orlando, Florida • June 2010 – Jan 26, 2011
A&P Structures Technician
• Perform structural upgrades to Boeing 737 and Airbus A320 for installation of in-flight entertainment.

Flight Options, LLC. – Cleveland, Ohio • 2001 – Aug 2009
A&P Lead Mechanic • Selected to work on Phenom 300 Reliability Design Team with Embraer.
• Manage maintenance performed on aircraft and 20+ maintenance professionals
• Coordinate with vendors to ensure work is efficiently completed.
• Report to General Manager and Supervisor on status of as many as twenty three aircraft at a time.
• Perform Scheduled and unscheduled maintenance on Citation CJ , 550, 560 & 650, 750, Beechjet 400A, Hawker 700/800/800XP, Falcon 50, Challenger 601, Gulfstream IV and Embraer Legacy.

Supervisor – (Position was eliminated due to corporate restructuring.)
• Managed activities of Maintenance Department and directed multiple Lead Mechanics.
• Scheduled workload for up to four hangars, set out times for aircraft and ensured commitments were kept.
• Partnered with Operation Control to maximize aircraft dispatch availability to demand ratio for 200+ aircraft.
PSA (US Air Express) - North Canton, OH • 1994 – 2001
Lead Mechanic - Promoted from Mechanic to Lead Mechanic
• Responsible for coordination and supervision of maintenance personnel.
• Interacted with Production Planning, Parts Department and Maintenance Control regarding all aspects of aircraft maintenance.
• Performed scheduled and unscheduled maintenance on Dornier 328, Embraer Brasilia and Jetstream 31.

EDUCATION & CREDENTIALS

Certificate of Aviation Maintenance, May 1994
Holder of Airframe and Powerplant Licenses
Pennsylvania College of Technology – Williamsport, Pennsylvania
Required Inspection Item Qualified (RII)
Run & Taxi Qualified (Jetstream 31, Dornier 328, Beechjet 400A)
FAA Certificate of Excellence “Ruby Award”, December 2005
Raytheon Six Sigma Specialist

Training & Development

CFC-12 Refrigerant Certified, December 1994
Honeywell Primus 2000 Familiarization, April 1996
Composite Structural Repair, March 1997
Pratt & Whitney PW 100 Series Engines, October 1998
BF Goodrich Ice Protection Systems, October 1999
Beechjet 400A Maintenance Initial, January 2002
Williams-Rolls FJ44 Levels I, II and III, April 2002
T-62T-40C Series APUs, May 2002
Citation 650 Specialized Training, July 2002
Hawker 700/800/800XP Line Maintenance and RVSM, April 2003
TFE-731 Honeywell Spotlight Program, April 2003
SkillPath Seminar: How to Excel at Managing & Supervising People, May 2004
SkillPath Seminar: Managing Multiple Projects, Objectives, & Deadlines, June 2004
Embraer Legacy Fleet Maintenance, October 2004
RVSM Main Coordinator, March 2005
OSHA Compliance Conference, March 2005
Aviation Interpersonal Maintenance Management May 2005
Citation X Fleet Maintenance, September 2005
Embraer MSG-3 Training Course, July 2008

TECHNICAL SKILLS

MS Office: Word, Excel, PowerPoint
# Jason Henson

## Accomplishments
15+ years as an AOG Mobile Repair Technician.

## Skills & Abilities
- Repair Station Inspector and RII Inspector.
- Run and taxi qualified on various Cessna, Hawker, Falcon, and Gulfstream airframes.
- Extensive experience troubleshooting airframe systems, engines, and avionics.

## Professional Experience

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<th>Company</th>
<th>Location</th>
<th>Duration</th>
<th>Description</th>
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<tr>
<td><strong>AOG Technician, Constant Aviation</strong></td>
<td></td>
<td>Denver, CO</td>
<td>11/2016-Current</td>
<td>Perform scheduled and unscheduled maintenance on an as needed basis.</td>
</tr>
<tr>
<td><strong>Rapid Response Technician, Executive Jet Management</strong></td>
<td></td>
<td>Cincinnati, OH</td>
<td>07/1999-10/2016</td>
<td>Perform unscheduled maintenance around the world on the NetJets fleet.</td>
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<tr>
<td><strong>Crew Chief/Line Maintenance Sergeant, US Army</strong></td>
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<td>Fayetteville, NC</td>
<td>06/1993-06/1999</td>
<td>Crew Chief on AH-64A helicopters, performed line and intermediate maintenance.</td>
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## Education

**Airframe**
- CE 560, CE560XL, CE 650, CE 680, FALCON 2000, G450, GLOBAL 5000/6000 initial maintenance training.

**Avionics**
- PRIMUS/EPIC Sovereign, PLANVIEW Avionics, PROLINE FUSION Global 5000/6000, and PRODIGY TOUCH Phenom line maintenance training.

**Powerplants**
- Multiple engine and APU classes and familiarization training—including Pratt & Whitney JT15-5 engines and Honeywell 150/RE220 series APU's.
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number WC7R346J

This certificate is issued to
CONSTANT AVIATION, LLC
whose business address is
5211 SECONDARY ROAD
CLEVELAND, OHIO 44135

upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved REPAIR STATION

with the following ratings:
AIRFRAME (CLASS 3 & 4), ACCESSORY (CLASS 1),
RADIO (CLASS 1, 2, & 3), LIMITED POWERPLANT,
LIMITED ACCESSORY, LIMITED INSTRUMENT,
LIMITED NON-DESTRUCTIVE INSPECTION & TESTING,
LIMITED LANDING GEAR (07/22/2013), &
LIMITED EMERGENCY EQUIPMENT (12/09/2014)

This certificate, unless canceled, suspended, or revoked,
shall continue in effect INDEFINITELY

Date issued:
November 8, 1993
Reissued: December 9, 2014

By direction of the Administrator

Leroy C. Moore
Manager, Cleveland FSDO

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding $1,000, or imprisonment not exceeding 3 years, or both

FAA Form 8000-4 (1-97) SUPERSEDES FAA FORM 390. Electronic Forms (PDF)
Subject: Renewal of EASA Part-145 approval
Reference: LG/Rev 1/EASA.145.6230/FAA.WC7R346J
Attachment: EASA Part-145 approval certificate

Dear Sir or Madam,

Following a positive recommendation from the FAA the European Aviation Safety Agency hereby confirms the renewed validity of your EASA Part-145 approval until 01 November 2017, subject to continued compliance with FAR 145 and the EASA special conditions in accordance with the Agreement between the United States of America and the European Community on Cooperation in the Regulation of Civil Aviation Safety and the Maintenance Annex Guidance (MAG):

Constant Aviation, LLC

EASA Part-145 Approval certificate reference number:

EASA.145.6230

You are reminded that you will be required to submit your next renewal paperwork package in accordance with the MAG which is available on our web site at www.easa.europa.eu.

Yours faithfully,

Karl Specht
U.S. APPROVAL CERTIFICATE

EASA.145.6230

Taking into account the provisions of Article 12 of Regulation (EC) 216/2008 of the European Parliament and of the Council and the bilateral agreement currently in force between the European Community and the Government of the United States of America, the European Aviation Safety Agency (EASA) hereby certifies:

 Constant Aviation, LLC
 FAA NUMBER: WC7R346J
 5211 Secondary Road
 Cleveland, Ohio 44135
 United States of America

as a Part-145 maintenance organization approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and issue related certificates of release to service using the above reference, subject to the following conditions:

1. The scope of the approval is limited to that specified on the 14 CFR part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the United States (unless otherwise agreed in a particular case by EASA).

2. The approval scope shall not exceed the permitted EASA Part-145 ratings as detailed in Regulation EC (No) 2042/2003.

3. This approval requires continued compliance with 14 CFR part 145 and the differences as specified in the Maintenance Annex Guidance (MAG), including the use of the FAA Form 8130-3 for release/return to service of components up to and including power plants.


5. Subject to compliance with the foregoing conditions, this approval shall remain valid until:

   01 November 2017

unless the approval is surrendered, superseded, suspended or revoked.

Date of issue: 01 February 2016

Signed

For EASA
TO: Centennial Airport  
7800 S Peoria St  
Englewood, CO 80112-4178  

Date: 14th March 2017  

CERTIFICATE OF INSURANCE  
C2016/DIRECTIONAL CAPITAL/C046  

BASIS: This Certificate of Insurance is issued by Lockton Companies LLP in our capacity as Insurance Brokers to the Insured to evidence that certain Insurance policies have been issued to the Insured.  

DESCRIPTION OF INSURANCES: Subject to the coverage, terms, conditions, limitations, exclusions and cancellation provisions of the policies.  

INSURED: CONSTANT AVIATION, LLC, and/or subsidiaries and/or affiliated companies for their respective rights and interests.  

POLICY PERIOD: From 10th November 2016 to 10th November 2017 both days at 00.01 hours Local Standard Time at the address of the Insured.  

GEOGRAPHICAL LIMITS: Worldwide  

LIABILITIES: Covering the Insured's Legal Liability for damage to property or bodily injury to persons arising out of their aviation operations, being aircraft, premises, hangarkeepers and products legal liability.  

Combined Single Limit (Bodily Injury and/or Property Damage) USD1,000,000 any one occurrence and in the aggregate in respect of Products Liability and Completed Operations including Grounding Liability Limited to USD1,000,000 and in the annual aggregate.  

DEDUCTIBLES: In respect of Premises, Products and Hangarkeepers Liability:  
Property Damage: USD1,000 any one Occurrence but USD10,000 any one Occurrence in respect of Property Damage caused by any vehicle or mobile equipment. However in respect of Property Damage to any aircraft, a deductible of USD25,000 any one Occurrence shall apply.
Coverage is subject to:-

DATE RECOGNITION EXCLUSION CLAUSE AVN2000A
DATE RECOGNITION LIMITED COVERAGE CLAUSE AVN2001A

Special Provisions:

Underwriters hereon agree to include the following Additional Insured's on a Primary and Non Contributory basis, as respects operations and contracts with the Named Insured:

Arapahoe County Public Airport Authority, as owner operator of Centennial Airport

Nothing contained herein shall be construed to extend the coverage of this Policy to risks not otherwise insured hereunder and the inclusion of all such agreements and contracts shall be subject to the terms, conditions, limitations and exclusions of this Policy

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative policy numbers AVNAW1600015.

[Signature]
Authorised Signatory
LOCKTON COMPANIES LLP

Lockton Companies LLP ("Lockton") is not an insurer (or reinsurer) of any of these coverages. Except in the case of Lockton's fraud or deliberate misstatement, this Certificate is issued without any liability in any circumstances on the part of Lockton, or the members of the Lockton International group of companies or their respective directors, members and staff, past and present. Claims against Lockton in respect of or arising out of this Certificate must be brought exclusively in the English courts and will be governed by English law.

The Policy (ies) are subject to (Re) Insurers Liability Clause LMA 3333 21/06/07
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Fedeli Group
5005 Rockside Road, Fifth Floor
Independence, OH 44131

INSURED
Constant Aviation, LLC
5211 Secondary Rd
Cleveland, OH 44135

CONTACT NAME
Jennifer Czyrba

PHONE [A/C, No, Ext] 277

FAX (A/C, No) (216) 643-6656

E-MAIL Jczyrba@thefedeligroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Zurich American Insurance Company 16535

INSURER B: Global Aerospace

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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To be updated the day of the meeting

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N/A

If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If listed, Excess coverage applies to Auto Liability and Workers Compensation/Employers Liability only.

Arapahoe County Public Airport Authority, as owner operator of Centennial Airport, is named as Additional Insured as required by written contract.

CERTIFICATE HOLDER

Centennial Airport
7800 S Peoria St
Englewood, CO 80112-4178

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Czyrba

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The ACORD name and logo are registered marks of ACORD

PRELIMINARY WEB DOCUMENT
AGREEMENT UNDER STANDARDS

THIS AGREEMENT, between the Arapahoe County Public Airport Authority ("Authority") and, Constant Aviation, LLC an Ohio Limited Liability Company ("Licensee"), is dated as of the 13th day of April 2017.

WHEREAS, Authority is responsible for the operation and maintenance of the Centennial Airport, hereinafter referred to as "Airport"; and

WHEREAS, the Authority has adopted Minimum Standards for Commercial Aeronautical Activities ("Standards") at the Airport, and

WHEREAS, Licensee has met all requirements stipulated within said Standards for the conduct of the activities proposed and has made application for the licensing of its operation; and

WHEREAS, Licensee submitted its application under Standards to the Authority on the 15th day of March 2017; and

WHEREAS, Licensee proposes to commence its mobile commercial aeronautical activities only on the Signature Flight Support ("Signature") leasehold at the Airport upon approval of the application ("Commencement Date"); and

WHEREAS, Licensee is authorized by Signature to conduct mobile operations on its leasehold pursuant to an email dated the 15th of March, 2017 ("FBO Agreement"); and

WHEREAS, the Authority has held public hearings upon Licensee's application and has approved said application on the 13th day of April 2017.

NOW, THEREFORE, the parties hereto agree as follows:

1. Authorized Activities: Authority grants Licensee the right to conduct the following named commercial aeronautical activities under the Standards at the Premises:

   Mobile Aircraft Maintenance as defined under Part 3 Section (11)

2. Term: The authorization granted Licensee to conduct the above-named commercial aeronautical activities shall terminate ten (10) years from the date of this Agreement or upon the expiration of the term of the Sublease Agreement as may be amended by the parties thereto whichever occurs first. Licensee may renew the agreement by submitting an application and demonstrating compliance with all requirements of the Standards in place at the time of renewal.

3. Fees:
   a. Licensee shall pay to Authority the fees prescribed in Exhibit A attached hereto and made a part hereof adopted by the Authority September 8, 1994, as amended. It is understood that the fees may be increased or decreased from time to time by the Authority and Licensee agrees to be bound by any changes to the fees in Exhibit A hereafter made by the Authority and to make payment to the Authority in accordance therewith.
b. The Fees specified in the in Exhibit A shall be paid annually; the initial payment of $0.00 to be made by Licensee upon execution of this Agreement and subsequent payments made prior to February 1 of each succeeding year.

c. In the event of termination of service by Licensee subsequent to the date of this Agreement, the Annual Fees for this activity shall be adjusted in accordance with the following formula:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 1 April</td>
<td>Full Fee</td>
</tr>
<tr>
<td>Between 1 April and 30 June</td>
<td>3/4 Fee</td>
</tr>
<tr>
<td>Between 1 July and 30 September</td>
<td>1/2 Fee</td>
</tr>
<tr>
<td>Between 1 Oct. and 31 Dec.</td>
<td>1/4 Fee</td>
</tr>
</tbody>
</table>

4. Delinquency: The payments set forth in paragraph 3b above must be kept current. Interest from the due date shall be charged on any payment overdue at the rate of one and one-half percent (1 1/2%) for month prorated for the number of days late and based on the date of receipt of payment by Authority.

5. Place and Manner of Payments: All payments required to be made hereunder by Licensee to Authority shall be made at the Airport Manager's Office at the Airport. All payments shall be made in legal tender of the United States. All checks shall be received by Authority subject to collection of any such checks.

6. Books and Records: Licensee shall keep and maintain at Airport or at such other place as may be approved in writing by Authority, true and accurate books and records regarding the aircraft used in its operations under the terms of this Agreement in a form satisfactory to Authority.

7. Inspection: Authorized representatives of the Authority shall have the right to inspect the premises of Licensee at reasonable intervals during regular business hours to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement.

8. Notifications:

a. Licensee agrees to comply with the requirements stipulated for conduct of Mobile Aircraft Maintenance under Part 3 Section (11) as set forth in said Standards and with the Airport Rules and Regulations, both of which may be amended from time to time by the Authority; and to notify the Authority with respect to any change in the elements of its operations, including but not limited to:

1) change in any required insurance coverage
2) change in hours of operation
3) change in qualification/certification required of its employees
4) change in location of required facilities
5) change in aircraft fleet
6) change in principals or key officials of Licensee
7) change in company name
8) change in the scope of business services along with amendments to FAA certifications concerning such operations

PRELIMINARY WEB DOCUMENT

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b. All notices required hereunder shall be made to the Authority as follows: Executive Director, 7800 South Peoria Street, Box G1, Englewood, Colorado 80112, and to Licensee, 18601 Cleveland Parkway, Cleveland, OH 44135. All notices shall be hand delivered or sent certified mail, return receipt requested.

9. Insurance:
   a. Licensee agrees that it will at all times during the terms of this agreement, at its cost and expense, provide and keep in force a policy or policies of insurance as described on Exhibit A attached hereto and made a part hereof; include the Authority, its officers, and agents as additional insured. All policies of insurance required herein shall be in a form and in a company or companies approved by the Authority and qualified to do business in the state of Colorado. Licensee shall furnish proper certification and evidence of compliance to the Authority. Such certification shall provide that such policy may not be materially changed, altered, or canceled by the insurer during its term without first giving twenty (20) days written notice by registered mail, return receipt requested, to Authority.
   b. Licensee shall not violate the terms or prohibitions of any insurance policy herein required.
   c. Authority shall not be under any obligation to prosecute, settle or adjust any claim which may accrue under any such policy of insurance.

10. Personnel:
   a. The Licensee shall have in his employ and on duty during operating hours trained personnel in such numbers as are required to meet the Standards in an efficient manner for each aeronautical service being performed.
   b. All personnel of Licensee are required to hold current Federal Aviation Administration certificates and ratings, as they are required.

11. Standard Clauses:
   a. This Agreement grants Licensee the non-exclusive right to use the airfield and associated operational areas in common with others as authorized, which right shall be exercised in accordance with the laws of the United States of America and the State of Colorado, the rules and regulations promulgated by their authority with reference to aviation and air navigation, and all pertinent directives, Rules and Regulations of the Authority.
   b. Licensee shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, handicap, or national origin.
   c. Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Licensee may be allowed to make reasonable and nondiscriminatory prices for each unit of service; provided, that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
   d. Licensee shall maintain at its own expense all necessary permits and licenses required in the conduct of its business at the Airport.
   e. Licensee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Licensee.
f. Licensee shall observe and obey all laws, ordinances, rules and regulations of the United States of America and of the State of Colorado, Arapahoe County, and the Authority which may be applicable to its operations at the Airport.

g. Licensee shall pay, in addition to the application and annual activity fees, as required herein, all other costs connected with the operation of said business including, but not limited to, insurance and taxes.

h. Licensee shall provide the Authority a schedule of the hours of operation that Licensee will be open to the public and the names and telephone numbers of Licensee's officials who shall be available at all hours of Licensee's operations at the Airport to perform required management functions.

i. Licensee shall conform to all applicable safety, health, environmental, and sanitary codes and agrees to cooperate with the Authority in its fire prevention efforts and comply with Airport Rules and Regulations.

j. Licensee is and shall be deemed to be an independent contractor in the conduct of its business and activities hereunder and shall be responsible to all persons for its acts of omission or commission and Authority shall in no way be responsible therefore. In the use of the Airport, Licensee shall indemnify Authority, Arapahoe County and the State of Colorado, their agents and employees, from any and all liability that may proximately result because of any negligence on the part of Licensee's officers, agents, or employees.

k. Licensee shall comply with the requirements of any Executive Order barring discrimination; further, in accordance with these requirements, Licensee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color, handicap, or national origin; and further, licensee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Licensee understands acknowledges that the Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Authority for certain Airport programs and activities, and that the Authority is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Authority operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Licensee agrees:

"Licensee, in its operation at and use of the Airport, covenants that it will not, on the grounds of sex, race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations Department of Transportation Subtitle A, Office of the Secretary, Part 21; and in the event of such discrimination; Licensee agrees that the Authority has the right to take such action against Licensee as the Government may direct to enforce this covenant."

l. Airport Development: The Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit and without unreasonable interference or hindrance.

m. Performance of Services: It is clearly understood by the Licensee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular
employees (including but not limited to, maintenance and repair) that it may choose to perform
provided, however, that such services shall be subject to the Rules and Regulations established by the
Authority and shall be consistent with terms of any lease or sublease of hangar space.

n. Authority's Rights: The Authority reserves the right (but shall not be obligated to
the Licensee) to maintain and keep in repair the landing area of the Airport and all publicly-owned
facilities of the Airport together with the right to direct and control all activities of the Licensee in this
regard.

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

p. Subordination: This Agreement shall be subordinate to the provisions of any
existing or future agreement between the Authority 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. This subordination
includes, but is not limited to, the right of the Authority, during time of war or national emergency, to
lease the landing area, or any part thereof, to the United States for military or naval use, and if any
such lease is made, the provisions of this Agreement shall be suspended.

q. Indemnity: The Licensee shall hold the Authority, the Airport Manager and all
other Airport personnel and their agents harmless from and against all suits, claims, demands, actions,
and/or causes of action of any kind or nature in any way arising out of or resulting from Licensee's
activities at the Airport, and shall pay all expenses in defending any claims against the Authority by
reason of such activities.

r. No Sham Affidavit: All terms and conditions with respect to this Agreement are
expressly contained herein, and the Licensee agrees that no representative or agent of the Authority
has made any representation or promise with respect to this Agreement not expressly contained herein.

s. Assignment: All covenants, stipulations and provisions in this Agreement shall
extend to and bind the legal representatives, successors and assigns; however, Licensee shall not
assign or transfer this Agreement without the written approval of Authority which approval may be
denied for any reason.

t. Exclusive Right: It is understood and agreed that nothing herein shall be to grant or
authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal
Aviation Act of 1958, as amended.

u. Affirmative Action Program: The Licensee assures that it will undertake an
affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall
on the grounds of race, creed, color, national origin, or sex be excluded from participating in any
employment activities covered in 14 CFR Part 152, Subpart E. The Licensee assures that no person
shall be excluded on these grounds from participating in or receiving the services or benefits of any
program or activity covered by this subpart. The Licensee assures that it will require that its covered
suborganizations provide assurances to the Licensee that they will require assurances from their
suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

v. Aircraft Leaseback, Sublease, or other Aircraft Operating Agreements;

(1) All aircraft leases, leasebacks, subleases or other aircraft operating
agreements involving commercial activity between an aircraft owner/operator and Licensee shall be in
writing and shall conform to the Standards for the respective aeronautical activities being performed
under the subject agreement.
(2) Where such agreements involve or contemplate the right or responsibility or obligation to perform maintenance on aircraft (other than Preventative Maintenance), such agreements must involve reasonable use of and payment for the aircraft commensurate with the value and usage of said aircraft.

(3) A copy of all such agreements must be submitted to the Authority along with proof of compliance with all applicable Airport insurance requirements.

12. Cancellation and Termination: a) Authority may cancel and terminate this Agreement, with or without process of law, without liability, in the event any payment required hereunder is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Licensee of the Authority's intention to terminate, at the end of which time all the rights Licensee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall have been paid within such ten (10) days; provided, however, Licensee will be allowed only two (2) such notice within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Licensee without any right on the part of Licensee to cure such default after receiving such notice. In like manner, upon thirty (30) days written notice, Authority may cancel and terminate this Agreement in the event of any other non-monetary default of Licensee. b) Licensee may terminate this Agreement upon thirty (30) days written notice to Authority.

13. Obligations Following Termination: Except as otherwise provided herein, in the event of cancellation and termination of this agreement by Authority as herein provided, parties shall have no further obligations hereunder, except that Licensee shall remain liable to the Authority for all damages, charges and fees accrued to the date of termination.

14. No Personal Liability: No commissioner, officer, or employee of Authority shall be held personally liable under this Agreement or because of its enforcement or attempted enforcement.

15. Entire Agreement: This Agreement covers and includes the entire agreement between the parties and there are no promises, representations, warranties, conditions, terms or obligations other than those contained herein. Licensee has read and understands the whole of this Agreement and now states that no representations, promises or agreements not expressed herein have been made to induce the Licensee to enter into it. Licensee understands that no Commissioner, Officer, or Agent of Authority has the authority to change, rescind, alter or modify the agreement in whole or in part.
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 13th day of April, 2017.

(Seal)

ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

___________________________________________________________
Robert Doubek, Chairman

ATTEST:

____________________________
Jeff Baker, Clerk

____________________________
Constant Aviation, LLC.

Licensee

Witness
EXHIBIT A

TO

AGREEMENT UNDER STANDARDS

BETWEEN

CONSTANT AVIATION, LLC
(“Licensee”)

AND

ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY
(“Authority”)

DATED

APRIL 13, 2017

This Exhibit A includes the following excerpts from Centennial Airport’s Minimum Standards for Commercial Aeronautical Activities, which may be amended from time to time.

Part 1 – Introduction, Purpose & Definitions
Part 2 – General Requirements and Standards
Part 3 Section (11) – Specific Requirements for Mobile Aircraft Maintenance
Part 4 – Application Contents and Hearing Process
Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

PART 1 - INTRODUCTION, PURPOSE & DEFINITIONS

Prudent and proper administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe or inadequate service.

The adoption and enforcement of such standards ensures that the Operator is reasonably fit, willing and able to discharge both its service obligations to its patrons and its economic obligations to the Airport community and thereby protects established commercial enterprises, the aviation user, and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by discouraging unqualified applicants and foster the level of services desired by the public.

PURPOSE

These regulations prescribe minimum standards for the conduct of commercial aeronautical activities at Centennial Airport and specify certain clauses which will be included in lease/concession agreements permitting the conduct of such activities.

SEVERABILITY CLAUSE

If one or more clauses, sections or provisions of these Minimum Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court or competent jurisdiction, the invalidity of such clauses, sections or provisions shall not in any way affect any other clauses, sections or provisions of these Minimum Standards.

DEFINITIONS

As used in these regulations, the following terms shall have the following meanings:

**Air Cargo.** An Air Cargo operator is an entity that provides the carriage of property and operates under the appropriate FAR and operates aircraft in accordance with the weight limitations established for the Airport in its Rules and Regulations.

**Air Carrier.** An Air Carrier operator is an entity that undertakes directly by lease, or other arrangement, to engage in air transportation by hire on a scheduled passenger basis over specific routes approved by the FAA and operates under the appropriate FAR (including but not limited to Parts 135 or 121 or under the exemption authority of FAR Part 298) with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations. (This category is not consistent with the Airport Purpose and will not be allowed to operate at the airport unless required by final court order.)

**Air Charter.** An Air Charter operator is an entity that provides on-demand non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations.

**Aircraft,** means any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air. Excluded from this definition are ultralights, gliders, and para gliders.

**Aircraft Maintenance,** means the repair, adjustment or inspection of aircraft. **Major repairs** include major alterations to the airframe, power plant, propeller and accessories as defined in Part 43 of the Federal Aviation Regulations. **Minor Repairs** include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

**Airport,** means the Centennial Airport.

**Airport Operating Area (AOA),** means the ramp/taxi lane system.

**Airport Purpose,** means any Authority action, undertaking or development that is consistent in maintaining the non-certificated status of the Airport and

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in preserving the Airport funding category as a "Reliever Airport" serving general aviation users. Under no circumstances shall the Airport Purpose include scheduled passenger services.

Authority, means the Arapahoe County Public Airport Authority formed pursuant to Article 3, Title 41, C.R.S.

Available Revenue Seat, means a revenue seat, occupied or not, which is available on a scheduled commercial flight.

Building, means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included.

Commercial Aeronautical Activity, means any activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective(s) is accomplished. Such activities as further defined under PART 3, Sections (2) through (15) include: Fixed Base Operator, Helicopter Fixed Base Operator, Airframe & Power Plant Repair, Avionics, Instrument & Propeller repair, Air Charter, Air Cargo; Aircraft Rental; Aircraft Sales; Flight Training; Commercial Flying Club; Specialized Commercial Aeronautical Activities; Air Carrier, and FAR Part 380 Public Charter Operations. However, Commercial Aeronautical Activity at the Airport shall not include any activity which is contrary to the Airport Purpose.

Commercial Service Airport, means a public airport (as defined by 49 USC app. 2202(7)) determined by the Secretary, Department of Transportation, to enplane annually 2,500 or more passengers and to receive scheduled passenger service by aircraft.

Development Guidelines, means any Authority approved guidelines governing development on the Airport. It includes but is not limited to such guidelines as the Development Policy & Application Procedures for Aeronautical & Non-Aeronautical Land Use at Centennial Airport.

DOT, means Department of Transportation.

Entity, means a person, firm, corporation, partnership.

Equipment, means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

Exclusive Rights, means the power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. The granting of an exclusive right to conduct a commercial aeronautical activity on an airport developed by or improved with federal funds is expressly forbidden by law.

FAA, means Federal Aviation Administration.

FAR, means Federal Aviation Regulations.

FAR Part 380 Public Charter Operations ("380 Operator"), is an entity that furnishes passenger carrying on-demand air transportation to the general public by engaging the services of established Air Charter operators with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations. The 380 Operator must engage the entire aircraft from the Air Charter operator if it is furnishing aircraft with 20 or less passenger seats.

Fixed Based Operator (FBO), means an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services. (Also, refer to the definition for Helicopter Fixed Based Operator.)

General Aviation, means that portion of civil aviation that encompasses all facets of aviation except scheduled air carriers.

Hazardous Material, means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States Government. The term Hazardous Material includes without limitation, any substance that is (1) defined as a hazardous substance under appropriate state law provisions; (2) petroleum; (3) asbestos; (4) designated as hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (6) defined as a regulated substance pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Helicopter Fixed Based Operator (HFBO), means an entity which maintains facilities at the Airport for the purpose of exclusively providing helicopter fixed base services. These services include, the retail sale of aviation fuels to helicopters, helicopter sales/rental, flight instruction and training, helicopter charter, helicopter
Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

cargo, helicopter airframe and engine repair, avionics and helicopter line services.

**Improvements**, means all buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the Authority for conformity with its building and construction standards.

**Landing**, shall include all flights for revenue and non-revenue purposes including, but not limited to commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the airport after take-off due to an emergency.

**Landing Fee**, means a fee expressed as an amount per available revenue seat (ARS).

**Lease**, means a contractual agreement between the Authority and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

**Passenger Enplaned**, means domestic, territorial or international revenue passenger enplaned at Airport in scheduled service on aircraft in intrastate, interstate, or foreign commerce.

**Passenger Facility Charge (PFC)**, means a fee initiated in compliance with FAR Part 158, and imposed by the Authority on passengers enplaned at Centennial Airport.

**Principals**, means for Corporation all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

**Ramp**, means a paved area suitable for aircraft parking.

**Repair Facility**, means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

**Revenue Passenger**, means an individual enplaning on a regularly scheduled flight on an air carrier at the airport who has exchanged or redeemed a ticket purchased outright or awarded from airline or airline's authorized agents.

**Service Operator or Operator**, means an entity which provides any one of the services listed under PART 3, Sections (2) through (15), inclusive. The following are not included within this definition:

- **Employees of Aircraft Owners**: The general criteria for employee status will be that the employer withholds income taxes, withhold and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criteria is questioned, a Form SS-8 determination will be requested from the Internal Revenue Service.

- **Services authorized by an FBO or HFBQ within its hangar facilities for aircraft owned or leased by its sublessees**: Such authorization will be provided in writing (on a form provided by the Authority) and timely filed with the Authority.

**Sublease**, means a lease granted by a lessee to another entity of all or part of the property.

**Terminal Area**, means the terminal proper, airport ramps, baggage-handling facilities, vehicular parking, spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities the primary function of which is to serve the terminal and aircraft operations.

**Tie-down**, means the area, paved, or unpaved, suitable for parking and mooring of aircraft wherein suitable tied down points have been located.

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Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

PART 2 - GENERAL REQUIREMENTS AND STANDARDS

The general requirements set forth herein and in the specific activity requirements under PART 3, Sections (2) through (15) are the minimum which the Authority will require in agreements authorizing commercial activities and unless specifically limited, do not preclude applicants from seeking greater operating authority.

These general requirements cover the following categories for all applicants: 1) a written agreement with the Authority; 2) ground space, facilities and accommodations; 3) licenses and certifications; 4) personnel; 5) aircraft leaseback, sublease, or other operating agreements; 6) insurance; 7) motor vehicles used in operations; and 8) fees.

WRITTEN AGREEMENT WITH AUTHORITY

Prior to the commencement of an operation, the operator will be required to enter into an agreement with the Authority. Such agreements will recite the terms and conditions under which the business will be operated on the airport, including but not limited to, the term of the agreement, the rentals, fees, and charges, the rights and obligations of the respective parties understood, therefore, that neither conditions therein contained nor, those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith. Where the operator is a sublessee of a Fixed Base Operator, the term of the Agreement will be limited to the term of the Sublease not to exceed ten years.

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The operator shall lease, sublease, and/or construct sufficient ground space, facilities and accommodations for the proposed commercial activity. Operator must provide copies of such leases or subleases to the Authority. Also, refer to the specific activity requirements sections for more specific ground space and facilities requirements than those listed below.

a. A full description and drawing of the location of the ground space, facilities, and accommodations to be utilized solely for the operator's proposed commercial activity. Operator must identify the location of its aircraft parking and staging areas, customer lounges, vehicle parking areas, and restrooms.

b. The ground space shall include a paved walkway within the leased or subleased area to accommodate pedestrian access to the operator's office, and when appropriate, a paved aircraft apron with tie-down or hangar facilities within the leased area sufficient to accommodate the activities being performed. Ground space shall also include sufficient space for automobile parking.

c. The facilities and floor space allotments shall include office and customer lounge facilities. All facilities must be properly heated, ventilated, cooled and lighted.

d. The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer auto parking spaces, and handicap access in accordance with any Federal, State and local regulations.

The operator shall maintain all pavement constructed by the operator. The maintenance of the interior of the building, utility costs, snow and trash removal shall be the operator's responsibility. Grass mowing and landscape maintenance within the operator's leased premises shall be the operator's responsibility.

For construction of any new facilities, the operator will be subject to the same standards of development as are contained in the Airport Master Plan and the Development Guidelines.

LICENSES AND CERTIFICATIONS

Operator shall comply with all Federal, State, County and/or municipal laws and regulations concerning its proposed operation and provide copies of all pertinent permits, licenses, and certifications.

PERSONNEL

The operator shall have in his employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Specific Requirements set forth herein. The operator shall also provide a responsible person in the office to supervise the operations in the leased area and with authorization to represent and act for and on behalf of the operator during all business hours.

All personnel are required to hold the appropriate Federal Aviation Administration Certificates and ratings as applicable.
ARICRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATING AGREEMENTS

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the airport shall conform to the standards stipulated under PART 3, Sections (2) through (15) for the respective aeronautical activities being performed under the subject agreement.

Where such agreements contemplate the right or responsibility or obligation to perform maintenance on aircraft (other than preventive maintenance), such agreements must involve reasonable use of and payment for aircraft commensurate with the value and usage of said aircraft.

A copy of all such agreements shall be provided to the Authority upon the execution of the agreements.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aircraft activity at or from the Airport shall include the following: "This agreement shall not violate the Minimum Standards for Commercial Activities as set by the Arapahoe County Public Airport Authority nor shall this instrument be used for the purpose of evading any of Centennial Airport's Rules and Regulations."

INSURANCE

The operator shall procure, maintain, and pay premiums during the term of the agreement, for insurance of the types and the minimum limits set forth in the specific requirements for the respective commercial aeronautical activities under PART 3, Sections (2) through (15). The insurance company writing the required policy or policies, shall be licensed to do business in the State of Colorado.

When more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of the individual services in such combination) but will not necessarily be cumulative in all instances. It would not be necessary for the operator to carry insurance policies providing an aggregate or combined total of the minimum requirements of each of the selected activities; however, the operator would be required to provide insurance on all applicable exposures.

All insurance which the operator is required by the Authority to carry and keep in force shall include the Arapahoe County Public Airport Authority, its officers, and agents as additional insured. The operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such change, if the change results in a reduction. In the event of cancellation of coverages, 30 days prior notification shall be conveyed to the Authority by the Underwriter.

The applicable insurance coverages shall be in force during the period of any construction of the operator’s facilities and/or prior to the operator’s entry upon the Airport for the conduct of its business.

Disclosure Requirement - All operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such Notice to the Authority.

MOTOR VEHICLES ON AIRPORT

The operator will control the transportation of pilots and passengers to and from the operator’s office to the operator’s apron-tied-down areas. The operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Centennial Airport Rules and Regulations.

Any operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain motor vehicle liability insurance of not less than $500,000 per occurrence of Combined Single Limit coverage for Bodily Injury and Property Damage.

FEES

The operator shall pay the standard fees as specified by the Authority. Such fees are listed on the Specific Requirements for each commercial aeronautical activity category under PART 3, Sections (2) through (15). These fees shall be specifically included in the Agreement executed with the Authority.

Any concession activity conducted on the leased premises shall similarly be subject to the standard rates and charges set by the Authority.

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Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

PART 3 Section (11) - SPECIFIC REQUIREMENTS FOR SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES

A Specialized Commercial Aeronautical Activity is an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

Aircraft Support Services - are defined as aircraft, engine or accessory maintenance (for example, washing, painting, upholstery, magneto repairs, etc.) or other miscellaneous activities directly related to aircraft support. Mobile Aircraft Support Services operations might be permitted for aircraft washing, detailing, or other uncommon specialized activities.

Commercial Activity Support Services - are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

Air Transportation for Hire - are defined as non-stop sightseeing flights (airplane or helicopter flights that begin and end at the same airport and are conducted within 25 statute mile radius of the airport; aerial photography or survey; fire fighting; power line, underground cable of pipe line patrol; crop dusting, seeding, spraying and bird chasing; or any other miscellaneous activities directly related to air transportation service (for example, flight instruction provided in student-owned or rented aircraft or helicopter operations in construction or repair work).

In addition to the General Requirements in PART 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

Operator shall sublease space and facilities dedicated to its sole use and adequate for its operations from an FBO or other tenant under lease with the Authority. Operator shall provide sufficient automobile parking spaces dedicated for its customers use.

Mobile Aircraft Support Services operators, as defined above, may not be required to sublease space or facilities; however, written approval from each FBO where operator intends to operate is required. If only one FBO provides such approval, mobile operations will be limited to that FBO's leasehold only.

SCOPE OF SERVICE

Aircraft - When required by the nature of its operation, the operator shall provide and have based on its leasehold, either owned or under written lease to lessee, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the State of Colorado with respect to the type of activity to be performed.

Environmental - Operators providing services involving aircraft maintenance, washing or painting, crop dusting, serial application, or other commercial use of chemicals and cleaners shall comply with the Rules and Regulations of the Authority, as amended, and with the requirements of the Authority's Storm Water Management Plan (SWMP). (Please note that future environmental changes and/or requirements of the SWMP may limit Mobile Aircraft Support Services Operators to conducting business at specific approved locations.)

Licenses & Certifications - Operator shall have and provide evidence of all proper Federal State, and local certificates required for the activity.

Operating Hours - Operator shall provide by means of an office and telephone, a point of contact for the public desiring to utilize the lessee's services.

FEES (as applicable)

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<th>Item</th>
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<tr>
<td>Application Fee</td>
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<td>Annual Activity Fee</td>
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<td>- Per Multi-Engine Piston</td>
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<td>- Per Helicopter</td>
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INSURANCE COVERAGE

Aircraft Support Services Operators and Commercial Service Operators shall provide certificates of insurance evidencing at least the coverages listed in A, B, C and E, as applicable; and Air Transportation for Hire operations shall provide certificates of insurance evidencing at least the coverages listed under A, D and E.

(A) Premises Liability - $1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage

(B) Products & Completed Operations Liability (Repairs & Services, and Sales of Parts Not Installed may be specifically identified) - $1,000,000 per occurrence. With respect to Aircraft Washing/Detailing Services, a minimum sublimit of $100,000 per person is permitted.

(C) Hangarkeepers Liability (while in care, custody, and control):
   For Twins - $250,000/acft. & $500,000/occ.
   For Singles - $100,000/acft. & $200,000/occ.

(D) Aircraft Liability - $1,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage. With respects only to Passenger Bodily Injury, a minimum sublimit of $100,000 per person will be permitted. (For Agricultural Aircraft Only - Bodily Injury of $100,000 per person, $300,000 per occurrence; and Property Damage of $100,000 per occurrence.

(E) Motor Vehicle Liability - If using service vehicles on the Air Operations Area in support of operations - $500,000 per occurrence of Combined Single Limit for bodily Injury and Property Damage.

Please note that the limits of liability listed above are the minimum required to operate at Centennial Airport. The Authority strongly recommends that all Operators secure higher limits of liability coverage.
Centennial Airport's Minimum Standards for Commercial Aeronautical Activities

PART 4 - APPLICATION CONTENTS AND HEARING PROCESS

Applications to perform any commercial aeronautical activities shall be in writing (either on applicant's own form or one provided by the Authority) and filed with the Authority. The application must demonstrate compliance with all the PART 2, General Requirements and the specific requirements under PART 3, Sections (2) through (13), and must contain the following as defined below: 1) Basic Business Information; 2) Certifications and Experience Information; 3) Financial & Market Information; 4) Insurance and Other Information.

PLEASE NOTE: Consistent with applicable law, financial information you submit may be confidential. If you wish to request that the financial information you submit be kept confidential, you must submit such information in a separate attached exhibit so indicated. Other information submitted as a part of the Application will be made available to the public upon request.

BASIC BUSINESS INFORMATION

A. Company name, mailing address and telephone number.

B. Proposed date for commencement of operations and proposed hours of operation.

C. Type of Business Services to be offered along with copies of any federal or state operating certificates.

D. Business Location including copies of existing or proposed leases or subleases as well as the following information:

1) For currently or proposed leases or subleases of existing structures or improvements - describe the amount, parcel, size, location of office, hangar (or tiedowns), and automobile parking areas to be utilized solely for applicant's proposed operation;

2) For proposed leases or subleases of unimproved airport areas - describe land to be leased and buildings and improvements to be constructed, together with automobile parking available and required for the proposed operations.

E. List of the principal owners and key personnel and their signatures.

CERTIFICATIONS & EXPERIENCE INFORMATION

A. Statement of past experience in the specified aviation business service or commercial aeronautical activity for which the application is made.

B. Describe personnel to be used, provide experience data and include copies of any applicable federal or state operating licenses or certifications.

C. List all applicable Federal, State, or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses and certifications.

D. Describe number of aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration numbers (N-numbers) and copies of any applicable operating certificates.

FINANCIAL & BUSINESS INFORMATION

A. Provide a written confirmation of account status and history from bank.

B. Provide a full description of the proposed nature of the operation. Include all services to be provided, number of persons to be employed, and any expansion plans, etc.

C. Provide a statement of need for your proposed operation at the airport.

D. Provide a deposit equal to 50% of the anticipated annual aircraft and/or activity fees. (Does not apply to activities under Sections 2.25, 13, & 14.)

E. Provide the appropriate non-refundable application fee.

PLEASE NOTE:
The Authority reserves the right to ask for additional financial and market information in order to determine whether the operator is reasonably fit, willing and able to discharge its economic obligations to the Airport community. Examples of additional information include but are not limited to market analysis, cash flow, profit and loss projections, financial statements prepared by a Certified Public Accountant, credit reports on the business or each party owning or having a financial interest in the business.
INSURANCE & OTHER INFORMATION

A. List types and amounts of insurance coverages to be maintained for the proposed operation and provide a Certificate of Insurance evidencing such coverage.

B. If proposed operation includes rental, sales or flight training, provide a copy of the student/tenant insurance disclosure notice as well as evidence that the same notice has been incorporated in any rental agreements.

HEARING ON APPLICATION

A. Upon receipt of an application and submittal of a non-refundable application fee, the Executive Director reviews the application for compliance. A public hearing will be scheduled for the Arapahoe County Public Airport Authority Board of Commissioner's consideration.

PLEASE NOTE: Any application which proposes an activity that may affect or change the Airport Purpose will not be allowed to operate at the Airport.

B. The "Public Hearing" will be scheduled during a regular or special meeting of the Authority Board and notification of the time and place of the hearing will be published at least one time in at least one of the Authority designated publications not less than 10 days before such hearing date.

C. No public hearing shall be conducted unless the applicant or a duly appointed representative is present.

D. At the time of the public hearing, the Authority Board shall hear all evidence for and against the application. After due deliberation the Authority Board shall either take the application under advisement until a future public hearing date or render a decision upon the application which shall become a matter of public record.

E. A public hearing on an application does not imply or express approval by the Airport Authority to operate on the airport. The Authority Board reserves the right to deny any application found to be invalid, incomplete, or contrary to the Airport Purpose.

F. Proceedings in the nature of Certiorari from a decision of the Airport Authority Board of Commissioners may be made to the District Court of the Eighteenth Judicial District, State of Colorado.

REAPPLICATION

A. No Change in Scope of Business - Upon expiration of the term of an Operator's written agreement with the Authority, Operator may reapply to extend such term and such application will be considered by the Board at a Public Meeting (with no public hearing) provided that the Operator has no changes in the scope of the previously approved commercial aeronautical activity, submits an application demonstrating compliance with the Minimum Standards in place at the time of the reaplication; and submits a reaplication fee equal to 50% of the current application fee specified for the activity for which the Operator is reaplying.

B. Changes in Scope of Business - Upon expiration of the term of an Operator's written agreement with the Authority, Operator may reapply to extend such term. However, if the Operator intends to change or expand the scope of its commercial aeronautical activities on the Airport, such reaplication will be treated as if a new applicant and will be considered at a Public Hearing. Operator must submit an application demonstrating compliance with the Minimum Standards in place at the time of the reaplication and submit the full application fee specified for the activity for which the Operator is applying.