

Winona Airport FBO RFP – Questions/Answers

January 27, 2026

All questions received are answered below in “red”. Duplicative questions have been removed.

1. I would like to get access to the current airport capital improvement plan details.

Please see Attachment A.

I am mainly interested in exact plans and proposals for the new fuel farm for 2026, and the reconstruction/rehabilitation of the arrival departure building, as these two items directly affect my FBO proposal. What exactly is being done to these two items?

Both are in the preliminary design stages. We will work with the FBO that is selected to make sure they are aware of design plans once finalized.

2. I am looking for more details outside of "new fuel farm." Will it be fully self-service with credit and smart card readers? What model kiosk is going to be used? Are the fuel tanks being resealed/reconditioned, or are new tanks being put in? Is it an above ground or underground system? How many gallon tanks are being installed for Jet A and 100LL? Will the same pumps and reels be used, or are new pumps being installed? Is the Jet A system going to have long dual hose provisions to facilitate proper overwing fueling, as well as a single point fueling system, or is a fuel truck still going to be needed in order to fuel most turbine aircraft?

The new fuel farm is currently being designed and will have card reader for self-service. It will replace the current system with above ground tanks. At this point the size of the tanks is unknown. The new system should eliminate the need for a fuel truck.

3. With the reconstruction/rehabilitation of the arrival/departure building, what is going to be done to this building? Is it going to keep the current floor plan and be updated, or are there design plans for a whole new layout? What type of amenities are going to be included with this new building, and what capabilities will it have?

Much is unknown regarding the design of the A/D building. It still needs to be determined whether we will have to adhere to the historical standards and rehab the building or if a tear down and rebuild is the avenue to be taken. If the old building is to be rehabilitated, all areas will need to be brought up to ADA standards.

4. There are 12 T-Hangar units. Is there any cost to the FBO? What has been the income over the last 3 years? Is billing the responsibility of the FBO or the city? Who is required to carry

insurance for the T-Hangars?

The rents are spelled out in each lease. The FBO bills customers, keeps the rental income, and the City does not receive receipts. Please see Attachment B for a copy of all current lease agreements. The FBO must provide insurance.

5. Are all utilities for main terminal and Hangar #1 the responsibility of City or FBO?

The FBO pays for utilities.

6. Who is responsible for Snow removal? All Areas?

City Removes snow from runway, taxiways, apron, and driveways.

7. Who is responsible for Grass mowing? All Areas?

City mows all areas.

8. It states that Visual & Navigational Aids are City of Winona's responsibility. Is the city passing that responsibility on to the FBO?

City will maintain responsibility.

9. How many tanks are there for fuel? Self-serve or Full service?

They will have a card reader when the new fuel farm is constructed in 2026.

10. What have been the fuel sales in the last three years?

Please see Attachment C. 2023 and 2024 are provided. Fuel amounts for 2022 were grouped together with a prior year.

11. How many students have taken flight lessons in the last 3 years? Is there been a demand for flight instruction?

This is unknown. All flight lessons happen through the FBO.

12. How many airplanes go through the maintenance shop? Are the airplanes mostly on the field or from outside the airport?

This is unknown. All maintenance happens through the FBO.

13. Who works with the State for M&O reimbursement? What has been the yearly amount sent to the state for reimbursement? Who applies for grants?

The City does all of this. The funds pay for a City employee to provide grounds keeping activities like snow removal and lawn mowing.

14. What is the reason Jets are no longer coming to airport? No hangar space? Fuel costs?

Lack of Maintenance? Service?

The City would like to see more jet traffic. However, the reason behind lack of traffic currently is unknown as the FBO handles the day-to-day operations. The City does value jet traffic and would welcome submitted proposals that address jet traffic.

15. Is there an airport car or would one need to be supplied by the FBO?

The City does not supply a car. However, the City does find value in ground transportation and would welcome submitted proposals that address ground transportation.

16. You are listed as a Final Mean Airport at #23. Is this something you want to work on with the FBO?

The City has no current or future plans for this.

17. Is there a requirement to rent from the city all of the named buildings, ie. the Arrival/Departure Building, the FBO Maintenance Hangar, the 2 T-Hangars, and the Technical College Aviation Center? Is it possible to rent a subset?

This could be negotiated in the contract.

a. Is the city responsible for tax and utility expenses on the facilities?

Utilities will be the expense of the FBO. There will not be property taxes charged to the FBO.

b. Is the city responsible for the cost of future improvements or maintenance to the existing facilities?

Cost of future improvements to buildings would be primarily the responsibility of the City and would be predominantly done by grants received. However, the City does welcome public-private partnerships and would welcome submitted proposals that include capital improvements of the airport facilities.

18. Are there plans by the city to fund and upgrade bathrooms to be ADA compliant in any of the facilities?

Any upgrades to bathrooms would be made with building rehabilitation or reconstruction if grants are received for these projects and/or through public-private partnerships with the FBO. However, the City does welcome public-private partnerships and would welcome submitted proposals that include capital improvements of the airport facilities.

19. Have any of the facilities been officially inspected for asbestos, black mold, or other environmental issues?

There have not been any formal inspections.

a. If a facility has asbestos, black mold, or other environmental issues, will the city fund the required abatement?

This can be negotiated.

20. Is the city responsible for the cost and removal of existing equipment, furniture, fixtures, etc. in any of the facilities that are not needed by the awarded FBO?

The City does not own any of the existing furniture or removable assets (i.e. computers) in any of the facilities at the airport. These are the property of the current FBO. Per the terms of the agreement, the FBO has 30 days after termination of the agreement to remove their property from the airport grounds.

21. Is the city responsible for all environmental concerns, if any, associated with the current in ground fuel system that is scheduled to be replaced?

Yes, these would be mitigated with the fuel farm replacement.

22. Has the city ever completed an environmental impact study related to providing de-icing services at the airport?

No.

23. Proposals for the new FBO are anticipated to include aircraft repairs and maintenance (p. 185). Are there currently staff on site performing these functions or is this a new requirement?

There is currently maintenance provided by the FBO. The City does value this as an airport service as demand warrants.

24. Beyond fuel and rent, is there currently a revenue sharing agreement between the existing operator and the city? If so, please provide details.

No. The City receives a portion of fuel as highlighted in Attachment C and a rental fee from the FBO for the buildings which are all highlighted in Attachment B.

25. Is there a desire by the city to maintain the current status quo of the airport operation, or broaden offerings and the experience?

The City is open to any and all proposals.

26. What is the size of each area in the older Tech College Aviation Center?

Area 1 = 50'x72' (approx.), Door 10'x36'

Area 2 = 50'x64' (approx.), Door 22'x45'

4 other rooms = Each 30'x40' (approx.)

27. Are all areas of walls and roof insulated of Tech College Aviation Center? If so what type of insulation? Are the windows insulated? Is there heating and in what areas? What type of heating?

Windows are insulated. The building has block walls. The roof is Insulated with 2" 4X8 Sheets of polystyrene insulation. There is a natural gas ceiling mount heater in each room.

28. Do all doors operate smoothly and properly in the Tech College Aviation Center? What size are the doors?

Doors work as they should. Sizes are listed in question 26.

ONA - Winona Municipal Airport / Max Conrad Field

Capital Improvement Program (CIP) Update - DRAFT BASED ON FAA COMMENTS

Updated 11/7/2025

Fiscal Year			Project	Funding Rates			Project Cost	Funding Source			FAA Funding Type				FAA Funding Balance		Notes	
Fed	State	Local		FAA	St	Mun		FAA Funding	State Funding	Local Funding	FAA AIP Entitlement	FAA BIL (AIG) Funds	FAA BIL ATP Funds	Apportionment / Discretionary	FAA AIP Entitlement	FAA BIL (AIG) Funds		
2025			Entitlement Transfer In								-\$300,000				Starting FY 2025 Balance->	\$357,934	\$344,326	
2025	2026	2025	Reconstruct Taxilanes D, E, and F - Design / Construction	46.81	36.74	16.39	\$776,259	\$363,378	\$285,191	\$127,198	\$363,378	\$0	\$0	\$0	\$294,556	\$344,326	Entitlement Pay Back \$300,000 from ACQ	
2025	2026	2025	Rehab A/D Building - Arch History Study/Phase I ESA	0	0	100	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$294,556	\$344,326	2018 PCI = 16 (TLA-001), PCI = 65 (TLA-003), PCI = 74 (TLA-002)	
	2026	2026	Replace AVGAS, Jet-A Fuel Farm	0	60	40	\$1,250,000	\$0	\$750,000	\$500,000	\$0	\$0	\$0	\$0	\$294,556	\$344,326	State fuel grant project, to be constructed in 2026	
															Starting FY 2026 Balance->	\$444,556	\$481,326	
2026			Entitlement Transfer In								-\$100,000				\$544,556	\$481,326	Entitlement Pay Back \$100,000 from ACQ	
2026	2027	2026	Reconstruct Taxiway C (FDR) - Planning and Design	95	2.5	2.5	\$150,000	\$142,500	\$3,750	\$3,750	\$142,500	\$0	\$0	\$0	\$402,056	\$481,326	2021 PCI = 60, 2024 PCI = 49	
2026	2027	2026	Construct T-Hangar Access Taxilane F4 - Design	95	2.5	2.5	\$58,750	\$55,813	\$1,469	\$1,469	\$0	\$55,813	\$0	\$0	\$402,056	\$425,514	Relocated connector taxilane	
2026	2027	2026	Construct T-Hangar Access Taxilane F2 - Design	95	2.5	2.5	\$54,500	\$51,775	\$1,363	\$1,363	\$51,775	\$0	\$0	\$0	\$350,281	\$425,514		
2026	2027	2026	Rehabilitate Arrival/Departure Building - Design / Construction	95	2.5	2.5	\$2,000,000	\$1,900,000	\$50,000	\$50,000	\$0	\$0	\$1,900,000	\$0	\$350,281	\$425,514	On hold pending funding	
	2027	2026	Repair FBO Hangar Roof	0	60	40	\$125,000	\$0	\$75,000	\$50,000	\$0	\$0	\$0	\$0	\$350,281	\$425,514	Apply for state grant	
															Starting FY 2027 Balance->	\$500,281	\$425,514	
2027	2028	2027	Reconstruct Taxiway C (FDR) - Construction	95	2.5	2.5	\$576,000	\$547,200	\$14,400	\$14,400	\$121,687	\$425,514	\$0	\$0	\$378,595	\$0	2021 PCI = 60, 2024 PCI = 49	
2027	2028	2027	Construct T-Hangar Access Taxilane F4 - Construction	95	2.5	2.5	\$282,000	\$267,900	\$7,050	\$7,050	\$267,900	\$0	\$0	\$0	\$110,695	\$0	Relocated connector taxilane	
2027	2028	2027	Construct T-Hangar Access Taxilane F2 - Construction	95	2.5	2.5	\$257,250	\$244,388	\$6,431	\$6,431	\$110,695	\$0	\$0	\$0	\$133,693	\$0		
															Starting FY 2028 Balance->	\$150,000		
2028	2029	2028	Rehabilitate GA Apron - Design / Construction	78.65	8.83	12.52	\$277,500	\$218,254	\$24,503	\$34,743	\$150,000		\$0	\$68,254	\$0		2021 PCI = 46, 2024 PCI = 38, State Apportionment	
2029	2028		Acquire Snow Removal Equipment (Carrier Vehicle)	0	70	30	\$350,000	\$0	\$245,000	\$105,000	\$0			\$0	\$0			
2029	2028		Acquire Snow Removal Equipment (Plow/Sweeper)	0	70	30	\$100,000	\$0	\$70,000	\$30,000	\$0			\$0	\$0			
															Starting FY 2029 Balance->	\$150,000		
2029	2030	2029	Construct Hangar Access Road	90	5	5	\$200,000	\$180,000	\$10,000	\$10,000	\$150,000				\$30,000	\$0	Capacity-driven project	
2029	2030	2029	Construct Hangar Taxilane	90	5	5	\$350,000	\$315,000	\$17,500	\$17,500	\$0			\$315,000	\$0	Capacity-driven project. Multi-year grant.		
															Starting FY 2030 Balance->	\$150,000		
2030	2031	2030	Rehab Runway 12/30, Taxiways (Mill/Overlay) - Design / Constr	90	5	5	\$3,125,000	\$2,812,500	\$156,250	\$156,250	\$150,000				\$2,662,500	\$0	Discretionary - dependent on pavement condition	
															Starting FY 2031 Balance->	\$150,000		
2031	2032	2031	No Projects Programmed	0	0	0	\$0	\$0	\$0	\$0	\$0				\$0	\$150,000		

Totals \$9,982,259 \$7,098,707 \$1,717,907 \$1,165,153 \$1,107,934 \$481,326 \$1,900,000 \$3,209,447

Other Potential Projects

FIRST AMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012

OLD WINONA TECHNICAL COLLEGE
AVIATION CENTER LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this 11 day of June, 20201, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Two (2) hangar floor areas of the premises, together with improvements thereon, hereinafter referred to as the "Premises", namely the Old Winona Technical College Aviation Center and "Shop Area" at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph 1 (a) of the Lease Agreement is hereby amended as follows:

1. Term.

(a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) Two (2) renewal terms of Five (5) years each. The lessee may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

LESSOR'S ADDRESS:

CITY OF WINONA, MINNESOTA

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

By: Mark S. Lisi
Its: City Manager

By: Maria Hennessy Hoban
Its. City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.

Tina M Stanton
Notary Public

LESSEE'S ADDRESS:

P.O. Box 541
Winona, Minnesota 55987

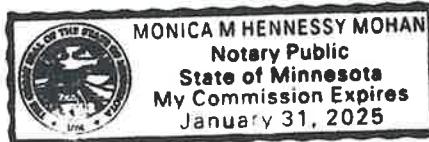
B2W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.

Monica M. Hennessy Mohan
Notary Public



LEASE

THIS LEASE AGREEMENT, made this 28th day of September, 2012, by and between the City of Winona, Minnesota, a municipal corporation, hereinafter referred to as "Lessor", and B₂W Corporation, a corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessee".

WITNESSETH:

The Lessor, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, does hereby demise and lease to the Lessee and the Lessee does hereby hire and take from the Lessor the Two (2) hangar floor areas of the premises, together with improvements thereon, hereinafter referred to as the "Premises", located in the City of Winona, County of Winona, and State of Minnesota, namely: The Old Winona Technical College Aviation Center and "Shop Area" at Winona Municipal Airport - Max Conrad Field, Winona, Minnesota, as more specifically depicted in Exhibit A and Exhibit B, respectively, which are attached hereto and incorporated herein by reference. In addition, Lessee shall have the right to park a fuel truck, near the Premises, in accordance with any local, state or federal requirements. The fuel truck shall be used to fuel only aircraft owned or leased by Lessee.

To have and to hold the Premises hereby demised on the following terms and conditions:

1. Term and Use.

(a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2032. The Lease shall be broken into an initial term of Ten (10) years and Two (2) renewal terms of Five (5) years each. The Lessee may terminate the Lease prior to the end of the initial term

or the first renewal term. Either party may terminate the Lease for the last Five (5) year renewal term prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

Notwithstanding any provision of this Lease, if at any time Lessee defaults in the performance of any covenant or agreement herein required to be performed or commits a material breach of the terms and conditions contained in this Lease, Lessor shall give Lessee written notice specifying the default or breach and the action required to cure the same. Lessee shall be allowed a reasonable time, not less than thirty (30) days after its receipt of such notice, to cure the default or breach. If Lessee fails so to cure the default or breach, then this Lease may be terminated by Lessor, at the option of Lessor, upon written notice of the same to Lessee.

(b) The Lessee may use the Two (2) hangar floor areas of the premises for cold storage hangar space as ancillary to its position as Fixed-Based Operator (FBO) at the Winona Municipal Airport. The Lessee further acknowledges that it has inspected the cold storage areas of the Premises and accepts them in an "as is" condition and shall return the areas back to the Lessor at the end of its tenure in the same or better condition except for ordinary wear and tear.

2. Rent.

(a) Fixed Rent. The Lessee shall pay to the Lessor as and for initial rent, hereinafter referred to as "Fixed Rent", for the areas of the Premises the amount of the prevailing amount of rent received by the Lessor for any single hangar in Unit E at the Winona Municipal Airport. Lessor shall notify Lessee of any increase in the Fixed Rent Thirty (30) days prior to the effective date of the increase. The Fixed Rent shall

be payable at the office of the Lessor at the address on the signature page of this Lease, or such other place as is designated by the Lessor.

(b) Additional Rent. As and for additional rent, hereinafter referred to as "Additional Rent", the Lessee shall pay the following costs and expenses attributable to the areas of the Premises during the term of this Lease, to wit:

(i) Zero and 04/100ths (\$0.04) Dollars per gallon of fuel dispensed from the fuel truck.

(ii) Rubbish removal as a result of Lessee's actions shall be the Lessee's responsibility as well as all improvements made by the Lessee.

(iii) A \$30.00 per month utility charge with increases based upon the electrical kilowatt rate from the power company effective May 1, 2012.

(iv) All real estate taxes which are assessed against and applicable to the areas rented by the Lessee by virtue of Lessee's occupancy thereof, payment of which shall be made as the real estate taxes become due and payable.

(v) All insurance premiums relative to the Premises as provided herein.

(vi) All expenses attributable to the care and maintenance of the Premises to maintain such Premises in their present condition as provided in numbered paragraph 7 herein; provided, however, that the Lessor shall be responsible for making all major structural repairs to the Premises if the Lessor deems such economically feasible. If the Lessor concludes that any major structural repair is not economically feasible, then, and in that case, Lessor shall have the right to terminate this Lease Agreement upon Six (6) months' written notice to Lessee. Upon receipt of such written notice, Lessee may serve written notice on Lessor that Lessee shall, at Lessee's expense, make any such major structural repair and to reinstate this Lease

Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such repairs. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, the Lessor shall not lease the Facilities for FBO use, should such existing Facilities be subsequently repaired by the Lessor during the term of this lease, unless the Lessor first offers to lease the repaired Facilities to the Lessee on the terms contained herein and Lessee either rejects, or fails to timely accept, the Lessor's offer within sixty (60) days of written notice of the same from Lessor to Lessee at Lessee's last known address. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, and then subsequently replaces the Facilities rather than repair the existing Facilities, then the Lessor has no further obligation to Lessee to offer a lease to Lessee under the same terms contained herein or otherwise.

(vii) All other costs, expenses, and obligations relating to the Lessee's use of the Facilities except as otherwise state herein. Lessee shall protect, hold harmless, defend and indemnify Lessor from and against all such costs, expenses and obligations associated with the Facilities.

3. Use. The Two (2) hangar areas of the Premises shall be used for cold storage of company aircraft and equipment items, except for emergency conditions. Lessee agrees as part of rent to maintain the areas in their current condition or better except for ordinary wear and tear. If during the term of this Lease Agreement the Premises fail to comply with all federal, state, and municipal laws, charters, ordinances, or regulations, the Lessor may either bring the Premises into compliance with such laws or regulations or, alternatively, terminate this Lease Agreement upon Ninety (90) days' written notice to Lessee. If Lessor elects to terminate this Lease Agreement as provided in this section, then, and in that case, Lessee may elect, by written notice to

Lessor, to make the required improvements at Lessee's expense and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such improvements. If no equivalent space, at the current rental rate schedule is available to the FBO, then the FBO lease shall be amended to reflect that flight training and rental aircraft requirements herein are at the discretion of the FBO. If equivalent space is available, the parties agree that the Lessee shall have a Thirty (30) day right of first refusal to rent the available equivalent space pursuant to terms and conditions for which a third party is willing to lease the equivalent available space or, if the Lessor so elects, which have been negotiated between the Lessor and the Lessee to each of the party's satisfaction.

The right of first refusal shall terminate Thirty (30) days following written notice by the Lessor to the Lessee that equivalent space is available and of the terms and conditions pursuant to which the Lessor is willing to lease such available space to the Lessee.

4. Hazardous Materials. Each party agrees that it shall indemnify, defend and hold the other party harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the leased premises, unless the toxic or hazardous substances are present as a result of the negligence or willful misconduct of the other party, its officers, employees or agents. Lessee shall not engage in the manufacture of hazardous chemicals on the premises.

5. Improvements. All improvements by the Lessee must have Lessor's written approval and are considered as additional rent becoming the possession of the

Lessor. Improvements to the Premises or its facilities (such as heating, water, electricity, etc.) may be made by the Lessee, at the Lessee's expense, after the Lessee has obtained written approval therefor from the Lessor. All improvements made to the Premises shall be entitled Additional Rent.

6. Snow Removal and Grass Care. Lessor shall keep the parking areas adjacent to the building, the taxiways and the area in front of the hangar doors plowed. Such plowing shall be done as a part of the Lessor's regular program for the Airport. Lessee shall keep front sidewalks and entryway of the building clear of snow and ice. Lessor shall water and care for trees, shrubs, and lawn in the front, rear and sides of the building. Any costs incurred by Lessee in performing its obligations as provided herein shall be entitled Additional Rent.

7. Care of Two (2) Hangar Floor Areas of the Premises. The Lessee shall be responsible for sweeping of the floor and replacement of light bulbs in the Two (2) hangar areas, snow removal for the entryway and front sidewalk, as well as, any damage Lessee or its employees or representatives cause to the building. In the event any such care, maintenance or repair is not performed by the Lessee or its representatives, then the Lessor may take corrective action and is entitled to reimbursement from the Lessee. The Lessor is responsible for the building structure including, but not limited to, the roof, walls, floors, doors, heating, water, electrical, compressed air, fire detection and suppression systems, and exterior glass.

8. Warranties of Title and Quiet Possession. The Lessor covenants that the Lessor has full right to make this Lease subject to the terms hereof, and the Lessee shall have quiet and peaceful possession of the Premises during the term hereof as against the acts of all parties claiming title to, or a right to the possession of, the Premises.

9 Assignment and Subletting. Except for any assignment of this Lease or subletting of the Premises (or any part thereof) to the State of Minnesota and/or the City of Winona, Minnesota, the Lessee may not assign or hypothecate this Lease or sublet the Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor in each instance. Consent by the Lessor to One (1) assignment of this Lease or to One (1) subletting of the Premises shall not be a waiver of the Lessor's rights under this Lease as to any subsequent assignment or subletting. The Lessor's rights to assign this Lease are and shall remain unqualified. No assignment shall release the Lessee of any of its obligations under this Lease.

10. Destruction of Premises and Rent. In the event of flood, fire, or other disaster which shall render the hangar unusable or inaccessible, the Lessee shall not be liable to pay building rent, so long as the hangar remains unusable or inaccessible.

11. Insurance and Covenants to Hold Harmless.

(a) Hazard Insurance and Extended Coverage Endorsements.

Lessor shall obtain a hazard insurance policy insuring the Premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements, insurance coverage being for the full insurable value of the leased Premises. The payment of the premium therefor, or any part of a premium attributable to the leased Premises, shall be paid by the Lessee as Additional Rent within Thirty (30) days from the date of billing.

Each party hereto hereby waives all claims for recovering from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. The fire and extended coverage policies of each party shall contain

a clause to the effect that this waiver shall not affect said policies or the right of both parties to recover thereunder. Lessee shall insure all of its property situated upon the leased Premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements for the full insurable value of such property during the term of this Lease Agreement. If Lessee elects not to insure all of its personal property situated upon the leased Premises, Lessee shall be deemed to have waived any and claims thereto against the Lessor for any loss or damage to its personal property that is not otherwise covered by Lessee's insurance policies.

(b) Covenants to Hold Harmless. The Lessee shall indemnify, defend and hold harmless the Lessor and its respective agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, caused by Lessee or its agents, employees, contractors, subcontractors, vendors, or licensees or arising out of or resulting from the existence, construction, and maintenance or use of the property, Premises or Facilities. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or the gross negligence or willful misconduct of the Lessor. All indemnification obligations shall survive termination, expiration or cancellation of this Lease Agreement.

12. Liability Insurance Coverage. The Lessee shall, at Lessee's expense, maintain in effect liability insurance including bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; the Lessor shall be named as an additional insured. The Lessee's insurance policy and certificate shall not

be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City of Winona. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. In the event that Lessee fails to maintain required insurance, it shall constitute default and be immediate grounds for termination of this lease by Lessor as provided in Paragraph 1.

13. Waiver and Assumption of Risk. The Lessee knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building and Premises and hereby assumes any and all risks and hazards associated therewith. The Lessee hereby irrevocably waives any and all claims against the Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Facilities, Building or Premises and hereby irrevocably releases and discharges the Lessor and any of its officials, employees or agents from any and all claims of liability.

14. Mechanic's Liens. The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Lessee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the Lessee first provides adequate security protecting the Lessor against such lien.

15. Inspection by Lessor. The Lessor shall have the right to enter the hangar at any reasonable time for any purpose necessary, incidental, or connected with

the performance of its obligations hereunder, or in the exercise of its governmental functions, or in order to determine whether or not Lessee is performing its covenants and agreements under this agreement.

16. Default of Lessor. The Lessor shall not be deemed to be in default under this Lease until the Lessee has given the Lessor written notice specifying the nature of the default and unless the Lessor does not cure the default within Thirty (30) days after receipt of the notice or within such reasonable time thereafter as may be necessary to cure the default where it is of such a character as to reasonably require more than Thirty (30) days to cure.

17. Surrender of Possession. Upon the expiration or termination of this Lease or any renewal thereof, the Lessee's right to use the airport and other properties demised hereunder shall forthwith terminate and the Lessee shall peacefully surrender possession to the Lessor. The Lessee shall have the right to remove its personal property within Thirty (30) days after termination, provided that the Lessee has made a financial settlement with the Lessor and provided that any damage caused by the removal of personal property shall be repaired. If said personal property is not so removed, it shall become and remain the property of the Lessor, at its option.

18. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

19. Cumulative Rights. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy

provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

20. Notices and Approvals. All approvals, communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, by mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purposes of all approvals, communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

21. Successors and Assigns. This Lease shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors.

22. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

23. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

24. Voluntary and Knowing Action. The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

25. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

26. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

27. Captions, Headings, or Titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and

shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

28. Reference to Gender. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the feminine gender or the masculine gender.

29. Minnesota Law. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

30. Performance Bonds. Prior to making any allowed improvements, repairs, or alterations in excess of Ten Thousand and No/100ths (\$10,000.00) Dollars to the leased Premises described herein, and/or contracting for any labor or materials to which the provisions of M.S. 574.26 apply, the Lessee shall furnish to the Lessor a bond executed by a surety company, approved by the Lessor, in the full amount of the contract of the labor and/or materials to be provided and conditioned as provided by the General Statutes of the State of Minnesota. The bond shall be executed by a surety company authorized to do business within the State of Minnesota and having a minimum A.M. Best rating B+, or such other sufficient assurances of payment agreed to in writing by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA, MINNESOTA

By: Judith Bodway
Its: City Manager
By: Monica Hermasy Lohar
Its: City Clerk

LESSEE'S ADDRESS:

P.O. Box 265
Winona, Minnesota 55987

B₂W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared Judith R. Bodway and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Judith R. Bodway and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



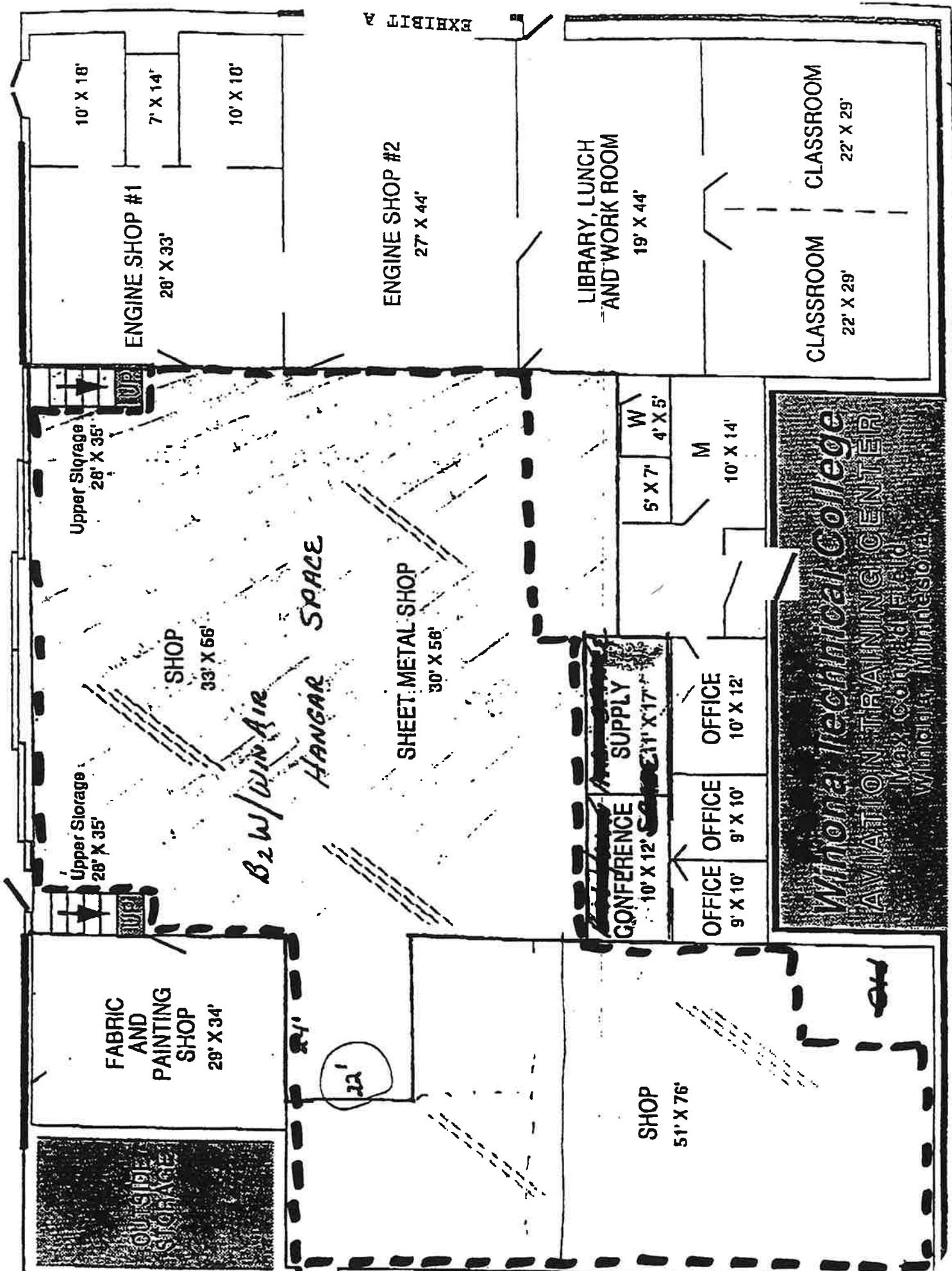
Jayne E. Meier
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E. Meier
Notary Public



FIRST AMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012
HANGAR NO. 1 BUILDING LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this 11 day of June, 20201, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for "Hangar No. 1", which hangar is approximately 120 feet by 100 feet in size with an attached lean-to structure (a part of said hangar) approximately 30 feet by 100 feet in size at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph C of the Lease Agreement is hereby amended as follows:

C. TERM AND USE. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) Two (2) renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

In the event of termination of the lease, all improvements shall be forfeited and shall become the property of the Lessor without reimbursement to the FBO.

2. The recitals hereto are made a part hereof.

3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

LESSOR'S ADDRESS:

CITY OF WINONA, MINNESOTA

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

By: ✓ ✓ ✓
Its: City Manager

By: Monica Kennedy
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Tina M Stanton
Notary Public

LESSEE'S ADDRESS:

P.O. Box 541
Winona, Minnesota 55987

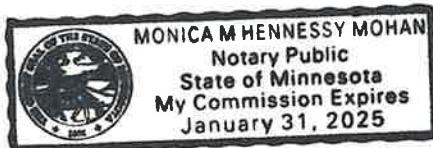
B2W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11 day of June, 2020, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B2W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.

Monica M. Hennessy Mohan
Notary Public



LEASE

THIS LEASE AGREEMENT, made this 28th day of September, 2012,

by and between the City of Winona, Minnesota, a municipal corporation, hereinafter referred to as "Lessor", and B₂W Corporation, a corporation under the laws of the State of Minnesota, hereinafter referred to as "FBO (Fixed-Base Operator)".

WITNESSETH:

WHEREAS, Lessor is the owner and operator of a municipal airport acquired, constructed and maintained with public funds for the purpose of serving air commerce in the public interest; and

WHEREAS, the said airport is a part of the statewide and nationwide system of airports developed to promote the public welfare and national security, serve the public interest, convenience and necessity, and to promote air navigation and transportation, increase air commerce, and promote the efficient, safe, and economical handling of such commerce, and

WHEREAS, Lessor owns a large hangar at said airport, which is hereinafter referred to as "Hangar No. 1", which hangar is approximately 120 feet by 100 feet in size with an attached lean-to structure (a part of said hangar) approximately 30 feet by 100 feet in size and desires to lease said hangar and lean-to ("the Premises") for aeronautical purposes and to confer a non-exclusive privilege of concessions for supplying goods, commodities, things, services and facilities in the interest of air commerce and providing revenue for Lessor, and

WHEREAS, it is the purpose of Lessor in the execution of this Lease to carry out its covenants with the Federal government pursuant to the Federal statutes and the regulations thereunder, and amendatory or supplementary laws and regulations and to comply with all Federal and State laws pertaining to the operation of said airport, so as to furnish good, prompt, and efficient service adequate to meet all the usual and customary services at the airport, including the furnishing of parts, materials, and supplies, as well as the sale thereof on a fair, equal and nondiscriminatory basis to all users and to require of the FBO in its occupancy of the said Hangar No. 1 and other facilities that it discharges said obligation on behalf of the Lessor; and

WHEREAS, the Lessor and FBO desire that any other agreement or lease between the parties shall be superseded by the terms of this Lease.

NOW, THEREFORE, it is agreed by and between the parties as follows:

A. PREMISES.

1. In consideration of the mutual rents, promises, and covenants contained herein the Lessor hereby leases to the FBO and the FBO hereby hires from the Lessor the Premises described above situated in the City of Winona, County of Winona, and State of Minnesota.

2. The FBO shall have a non-exclusive right to use the public facilities of the airport and to conduct a general aviation business, together with such other uses as may be incidental thereto, including, but not limited to, the repairing, maintaining, conditioning, servicing, testing, parking, or storage of aircraft, including the sale thereof, and the component parts of aircraft, whether attached thereto or not; the

storage of materials and equipment necessary in the business; the providing of special services and accommodations, such as vending services, insurance, car rentals, taxi service, and communication service for transients; provided, however, the Lessor reserves the right to contract directly with the scheduled air carrier or carriers for transportation service; to install on the building(s) at the FBO's expense signs advertising and identifying its business; to engage in the rental or charter of aircraft, subject to Federal and State regulations; and to engage in flight instruction, subject to Federal and State regulations. The FBO may make a reasonable charge for tie-down and ramp/handling privileges accorded private aircraft.

B. ASSIGNMENT AND SUBLetting. The FBO may not assign or hypothecate this Lease or sublet the Premises or any part thereof whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor in each instance. Consent by the Lessor to one assignment of this Lease or to one subletting of the Premises shall not be a waiver of the Lessor's right under this Lease as to any subsequent assignment or subletting. No assignment shall release the FBO of any of its obligations under this Lease. Consent by the Lessor shall not be unreasonably withheld.

If the FBO is a corporation, any transfer of this Lease through merger, consolidation, corporate reorganization or liquidation, or any transfer, hypothecation, or any change in the ownership of the shares of voting stock of the FBO resulting in a change of the present effective voting control of the FBO by these

persons or entities owning a majority of shares on the date of this Lease, shall constitute an assignment of this Lease requiring the prior written consent of the Lessor.

C. TERM AND USE. This Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2032. The Lease shall be broken into an initial term of Ten (10) years and Two (2) renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for the last Five (5) year renewal term prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

In the event of termination of the lease, all improvements shall be forfeited and shall become the property of the Lessor without reimbursement to the FBO.

D. RENT. As and for rent the FBO shall pay Lessor Zero and 04/100ths (\$0.04) Dollars per gallon of fuel sold, payments to be made monthly following sale by the Tenth (10th) of the month.

As additional rent the FBO shall pay Lessor a percentage of FBO's annual gross receipts (gross receipts as defined hereunder to exclude receipts from the sale of all fuels, receipts received from the vending services located in and about the premises, and receipts received from the sale of new and/or used aircraft) based on the following schedule, the first annual payment of which shall be made on or before March 15, 2013, and each annual payment for each year thereafter during the term of this Lease

and the last annual payment of which shall be made on or before Thirty (30) days from the expiration or termination of this Lease, to-wit:

Zero percent (0%) of gross receipts \$0 to \$75,000 per year;

Three percent (3%) percent of gross receipts over \$75,000 per year.

As and for additional rent, the FBO shall pay the following costs and expenses attributable to the Premises and Building, (collectively, the "Facilities") during the term of this Lease, to wit:

- a. immediately repair all damage to the demised premises caused by Lessee's or any sublessee's negligence or intentional conduct.
- b. all real estate taxes and/or personal property taxes due and payable on the premises leased hereunder, as the real estate taxes and/or personal property taxes become due and payable.
- c. rubbish removal as a result of Lessee's actions with respect to the Facilities shall be the Lessee's responsibility as well as all improvements made by the Lessee.
- d. all insurance premiums relative to the Facilities as provided herein.

e. all expenses attributable to the care and maintenance of the Premises to maintain such Premises in their present condition, except as otherwise provided herein. The Lessor shall be responsible for making all major structural repairs to the Premises if the Lessor deems such economically feasible. If the Lessor concludes that any major structural repair is not economically feasible, then, and in that

case, Lessor shall have the right to terminate this Lease Agreement upon Six (6) months' written notice to Lessee. Upon receipt of such written notice, Lessee may serve written notice on Lessor that Lessee shall, at Lessee's expense, make any such major structural repair and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such repairs. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, the Lessor shall not lease the Facilities for FBO use, should such existing Facilities be subsequently repaired by the Lessor during the term of this lease, unless the Lessor first offers to lease the repaired Facilities to the Lessee on the terms contained herein and Lessee either rejects, or fails to timely accept, the Lessor's offer within sixty (60) days of written notice of the same from Lessor to Lessee at Lessee's last known address. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, and then subsequently replaces the Facilities rather than repair the existing Facilities, then the Lessor has no further obligation to Lessee to offer a lease to Lessee under the same terms contained herein or otherwise.

f. all other costs, expenses, and obligations relating to the Lessee's use of the Facilities, except as otherwise stated herein. Lessee shall protect, hold harmless, defend and indemnify Lessor from and against all such costs, expenses and obligations associated with the Facilities.

E. CIVIL RIGHTS. The FBO, in the use of Winona Municipal Airport, shall not on the grounds of race, color, or national origin discriminate or permit

discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations and the FBO further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the FBO by the United States government under the authority of Part 15.

F. MAINTENANCE. The Lessor shall keep in good repair the airport, including, but not limited to, runways, taxiways, parking areas, ramps, streets, and fences and shall keep the same reasonably free from snow and shall keep all grass mowed. The Lessor shall be responsible for all underground fueling components. The Lessor shall keep in repair the roof, outer walls and exterior glass of Hanger No. 1, the heating and water plants and fixtures, electrical system, compressed air system, fire detection and suppression system, and the large hangar doors on Hanger No. 1 in as good of a condition as the same are now, except for normal wear and tear that does not materially affect use of the Facilities. The Lessor shall place the gas pumps in good working condition as of the commencement of the Lease and shall install, if deemed necessary by Lessor, at the Lessor's expense, an after hours self service fueling system and any mandated improvements to the fuel pumps and/or tank farm. All income from the sales through the self service fueling system shall go to the FBO. The FBO shall pay the Lessor Zero and 04/100ths (\$.04) Dollars per gallon sold through the self service fueling system by the Tenth (10th) day of the month which follows the month in which the fuel sales were made. The FBO shall assume the cost of any maintenance, repair or phone line expense associated with the self service fueling system. The Lessor shall assume all responsibility and cost for self service fueling

system cleanup due to spills. The Lessor agrees to indemnify and hold the FBO harmless from any cleanup costs and fines imposed with the exception of any cleanup costs (and fines imposed) occasioned by act of the FBO. The FBO, at the FBO's expense, shall keep all else about the said hangar in as good of a condition as the same are now in normal wear and tear excepted, including, but not limited to ordinary maintenance and repair of interior offices, walls and doors, etc. Any and all maintenance expense incurred by the FBO shall be entitled additional rent and shall be immediately payable by the FBO to any provider of labor or materials upon such expense being incurred. In the event any such maintenance or repair is performed by the Lessor or its designee, the Lessor shall be entitled to reimbursement therefor.

G. ADDITIONAL SERVICE AND/OR MAINTENANCE. In addition to the above described service and maintenance, the FBO shall provide as a minimum the following described services and/or maintenance at the Winona Municipal Airport:

1. Hangar No. 1 shall be continuously heated, when necessary, to a temperature no less than between 32 degrees Fahrenheit and 40 degrees Fahrenheit.
2. The FBO shall weekly "monitor" the underground fuel tanks to determine if there are any leaks. The FBO shall immediately report to the Lessor any suspected leakage.
3. The FBO shall have available and shall provide aviation fuel and oil during all operating hours.
4. The FBO shall provide hangar storage for aircraft.

5. The FBO shall provide on-call maintenance during the hours set forth in section 7 below.

6. The FBO shall maintain the leased premises in the same condition that they were at the inception of this Lease and in accordance with paragraph F of the Lease.

7. The FBO shall be open for business to pump fuel and move planes in and out of the hangar Monday through Saturday from 8:00 a.m. to 5:00 p.m. and subsequent to 5:00 p.m. at the discretion of the FBO taking into consideration weather conditions and the needs of aircraft using the airport and having need of its facilities and services. Holidays shall be excluded from this schedule (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day). The FBO shall make suitable arrangements for operation on Sunday and the day prior to holidays which shall be dependent upon and shall take into consideration the needs of aircraft using the airport and in need of its facilities and services. Self service fueling, if deemed necessary and installed by the Lessor, shall be made available by the FBO after normal business hours. The initial installation will be at the expense of the Lessor and shall be operated as stated in paragraph F of this lease.

8. The FBO shall provide One (1) Four-seater airplane for rent.

9. The FBO shall furnish and maintain clean waiting rooms, restrooms and public areas.

10. The FBO shall provide food and beverage vending services in the public areas and such other vending services as the Lessor and the FBO mutually deem necessary.

11. The FBO shall provide the following services to the general public:

- a. Instruction.
- b. Student training.
- c. Charter service.
- d. Rental service.
- e. Retail Sales.
- f. On call maintenance.

H. ALTERATIONS. Except as otherwise hereinabove provided in paragraph C of this Lease, the FBO shall not make alterations, additions, or improvements to the leased premises without the prior written consent of the Lessor. All alterations, additions, or improvements made shall be at the FBO's expense, and the FBO shall obtain any and all permits for such alterations, additions, or improvements as required by law; all alterations, additions or improvements made shall remain upon the premises at the expiration of the Lease and become the property of the Lessor. Consent by the Lessor shall not be unreasonably withheld.

I. HAZARDOUS MATERIALS. Each party agrees that it shall indemnify, defend and hold the other party harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of

cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the leased premises, unless the toxic or hazardous substances are present as a result of the negligence or willful misconduct of the other party, its officers, employees or agents. FBO shall not engage in the manufacture of hazardous chemicals on the premises.

J. INSURANCE AND LIABILITY.

1. The Lessor shall maintain and pay for all fire and extended coverage insurance on said hangar. The parties hereto agree that the Lessor shall not be liable for damage to or loss or destruction of personal property owned by the FBO from any cause whatsoever and, provided further, the FBO hereby waives as against the Lessor any claims or cause of action for any loss, cost, damage, or expense as a result of the occurrence or perils covered by the Minnesota Standard Fire Insurance Policy and Extended Coverage Endorsements.

2. The FBO shall at FBO's expense maintain in effect liability insurance including bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; aircraft liability insurance with limits not less than One Million (\$1,000,000.00) Dollars combined single limit; non owner liability insurance with limits not less than One Million (\$1,000,000.00) Dollars combined single limit; products completed operations insurance with limits not less than One Million

(\$1,000,000.00) Dollars combined single limit; ground hangar keepers liability insurance with limits equal to Three Hundred Thousand (\$300,000.00) Dollars per each aircraft and One Million (\$1,000,000.00) Dollars each occurrence. The Lessor shall be named as an additional insured on all insurance policies. The FBO's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the Lessor. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied.

Notwithstanding the foregoing, Lessee shall obtain and maintain, at Lessee's expense, any other or additional coverage required of FBO by Minnesota state statutes or Federal law during the term of this Lease.

In the event that Lessee fails to maintain required insurance in this Paragraph J., it shall constitute default and be immediate grounds for termination of this lease by Lessor pursuant to Paragraph P.

3. The FBO shall maintain such insurance as will protect the FBO and the Lessor from claims under the Worker's Compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Lease, which such operations are by the FBO or any subcontractor or anyone directly or indirectly employed by either or them.

4. The FBO shall indemnify, defend and hold harmless the Lessor and its respective officers, agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, caused by Lessee or its

agents, employees, contractors, subcontractors, vendors, or licensees or arising out of or resulting from the existence, construction, and maintenance or use of the property, Premises or Facilities or its operations thereon. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or the gross negligence or willful misconduct of the Lessor. All indemnification obligations shall survive termination, expiration or cancellation of this Lease Agreement.

K. UTILITIES. The FBO shall pay all utility costs, including but not limited to water, heat, sewer and electrical.

L. DESTRUCTION OF PREMISES AND RENT. In the event of flood, fire, or other disaster which shall render the hangars unusable or inaccessible, the FBO shall not be liable to pay building rent, so long as the hangars remain unusable or inaccessible.

M. COMPLIANCE WITH LAWS AND REGULATIONS. The FBO shall comply with all the covenants of the Lessor made by the Lessor with the Federal and State governments, whether or not herein contained, and shall comply with all Federal and State laws pertaining to the operation of said airport, so as to furnish good, prompt, and efficient service adequate to meet all the demands for service at the airport, including the furnishing of parts, materials, and supplies as well as the sale thereof on a fair, equal, and non-discriminatory basis to all users. This Lease is subject to the rules, regulations, restrictions and limitations now imposed or which may hereafter be imposed by law or by the agencies of the United States Government and the state of

Minnesota charged with jurisdiction over the Winona Municipal Airport or the aircraft using the airport. This Lease is subject to the rules and regulations which the City establishes for the general safe, efficient and convenient use of said airport.

N. ACCOUNTING. The FBO shall keep accurate records and books of account showing all receipts and disbursements, shall annually or more often if demanded by the Lessor present to the Lessor an audit to show accurately and completely the condition of the business of the FBO, as well as all business it transacts for such period of time as it may not already have accounted for to the Lessor. Said records and books of account shall be presented to the City Manager upon request of the City Manager.

O. BUSINESS PLAN AND CUSTOMER EVALUATION. When requested by the Lessor, the FBO shall submit a business plan to the Lessor. The business plan shall include plans of services and facility improvements along with financial projections for the ensuing year. The business plan shall be presented to the City Manager or his designated representative.

When requested, the FBO shall within Sixty (60) days following written request, at FBO's expense prepare under the Lessor's guidance a satisfactory plan to evaluate customer satisfaction of services provided by the FBO under the terms of this Lease. The cost of administering the evaluation of customer services shall be the expense of the FBO.

P. TERMINATION BY LESSOR. Notwithstanding any other provision contained herein, the Lessor shall have the right to terminate this Lease by giving

Seven (7) days written notice to the FBO at its registered office which address and any change thereof shall be made available to the Lessor on a continuing basis, on or after the happening of any of the following events:

1. The filing by the FBO of a voluntary petition in bankruptcy.

2. The institution of proceedings in bankruptcy against the FBO

and/or the adjudication of the FBO as a bankrupt pursuant to such proceedings.

3. The taking by a court of competent jurisdiction of the FBO's

assets pursuant to proceedings brought under the provisions of any Federal

reorganization act.

4. The appointment of a receiver for the FBO's assets.

5. The divestiture of the FBO's estate herein other than by

operation of law.

6. The abandonment by the FBO of its aviation business at the

airport. Abandonment shall be defined as the failure by the FBO to provide essential

services for Five (5) consecutive days unless the lack of essential services is caused by

factors beyond the control of the FBO.

7. The default by the FBO in the performance of any covenant or

agreement herein required to be performed by the FBO or the material breach of any

term and condition contained herein that is not cured within Thirty (30) days after

receipt of written notice.

Q. TERMINATION BY FBO. The FBO shall have the right to terminate this Lease by giving Thirty (30) days written notice served on the Lessor at City Hall,

207 Lafayette Street, Winona, Minnesota, 55987, on or after the happening of any one of the following events:

1. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the airport or any part thereof needed in the conduct of the FBO's business and the remaining in force of such injunction for a period of at least Thirty (30) days.

2. The inability of the FBO to use for a period in excess of Thirty (30) days the airport or any part thereof needed in the conduct of the FBO's business arising because of the enforcement of any order given by Federal or State government aviation authorities.

3. The default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of Thirty (30) days after receipt from the FBO of a written notice to remedy the same.

4. The taking over by the Federal government or State government of the operation, control, or use of the airport and its facilities or any substantial part or parts thereof, in such a manner as to substantially restrict the FBO for a period of Thirty (30) days from operating thereon and conducting its aviation business.

5. The failure or refusal of the Federal government or State government to permit the FBO to conduct its aviation business.

Notwithstanding anything to the contrary herein contained, the FBO shall not have the right to terminate, or give notice of termination of this Lease, if, in

fact, the FBO at the time is in default by reason of its failure to perform any or all of its covenants hereunder.

R. SURRENDER OF POSSESSION. Upon the expiration or termination of this Lease or any renewal thereof, the FBO's right to use the airport and other properties demised hereunder shall forthwith terminate and the FBO shall peacefully surrender possession to the Lessor. The FBO shall have the right to remove its personal property within Thirty (30) days after termination, provided that the FBO has made a financial settlement with the Lessor and provided that any damage caused by the removal of personal property shall be repaired. If said personal property is not so removed, it shall become and remain the property of the Lessor, at its option.

S. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

T. NOTICES AND APPROVALS. All approvals, communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, by mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party

to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purposes of all approvals, communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

U. INSPECTION BY LESSOR. The Lessor shall have the right to enter the hangar at any reasonable time for any purpose necessary, incidental, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions, or in order to determine whether or not Lessee is performing its covenants and agreements under this agreement.

V. AFFIRMATIVE ACTION. The FBO assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure 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 FBO 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 FBO assures that it will require that its covered suborganizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

W. WAIVER AND ASSUMPTION OF RISK. The FBO knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building and Premises and hereby assumes any and all risks and hazards associated therewith. The FBO hereby irrevocably waives any and all claims against the Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the FBO as a result of using the Facilities, Building or Premises and hereby irrevocably releases and discharges the Lessor and any of its officials, employees or agents from any and all claims of liability.

X. MECHANIC'S LIENS. The FBO hereby covenants and agrees that the FBO will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the FBO. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the FBO shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the FBO may contest any such lien provided the FBO first provides adequate security protecting the Lessor against such lien.

Y. MISCELLANEOUS.

1. CAPTIONS, HEADINGS, OR TITLES. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

2. PARAGRAPH HEADINGS. Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

3. AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

4. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

5. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

6. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories

for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

7. NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

8. CUMULATIVE RIGHTS. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

9. ENTIRE AGREEMENT. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on

any verbal representations, agreements, or understandings not expressly set forth herein.

10. MINNESOTA LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

Z. PERFORMANCE BONDS. Prior to making any allowed improvements, repairs, or alterations in excess of Ten Thousand and No/100ths (\$10,000.00) Dollars to the leased Premises described herein, and/or contracting for any labor or materials to which the provisions of M.S. 574.26 apply, the Lessee shall furnish to the Lessor a bond executed by a surety company, approved by the Lessor, in the full amount of the contract of the labor and/or materials to be provided and conditioned as provided by the General Statutes of the State of Minnesota. The bond shall be executed by a surety company authorized to do business within the State of Minnesota and having a minimum A.M. Best rating B+, or such other sufficient assurances of payment agreed to in writing by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA, MINNESOTA

By: Judith Bowway
Its: City Manager
By: Maria Hennessy Nolan
Its: City Clerk

FBO'S ADDRESS:

P.O. Box 265
Winona, Minnesota 55987

B₂W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

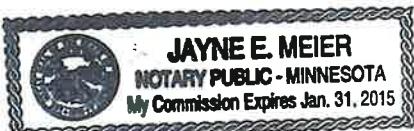
On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared Judith R. Bodway and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Judith R. Bodway and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E Meier
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E Meier
Notary Public

FIRST AMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012
AIRPORT TERMINAL BUILDING LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this 11 day of June, 2021, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for the Airport Terminal Building and adjoining vehicular parking at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That the first paragraph of numbered paragraph 1 (a) of the Lease Agreement is hereby amended as follows:

1. Term.

(a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 ~~2032~~. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The lessee may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA, MINNESOTA

By: Stephen T. Sarvi
Its: City Manager

By: Monica Hennessy Mohan
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2021, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Tina M. Stanton
Notary Public

LESSEE'S ADDRESS:

P.O. Box 541
Winona, Minnesota 55987

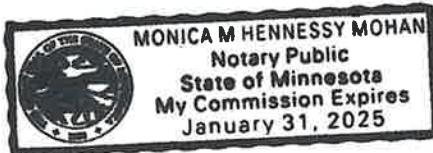
B2W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11 day of June, 2020, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B2W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.

Monica M. Hennessy Mohan
Notary Public



LEASE

THIS LEASE AGREEMENT, made this 28th day of September, 2012, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessor", and B2W Corporation, a corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessee".

WITNESSETH:

The Lessor, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, does hereby demise and lease to the Lessee and the Lessee does hereby hire and take from the Lessor the "Premises" hereinafter defined, together with improvements thereon, hereinafter referred to as the "Facilities", located in the City of Winona, County of Winona, and State of Minnesota, namely: The Airport Terminal Building at Winona Municipal Airport - Max Conrad Field, Winona, Minnesota, together with an adjoining vehicular parking area as more specifically depicted in Exhibit A which is attached hereto and incorporated herein by reference.

To have and to hold the Premises hereby demised on the following terms and conditions:

1. Term.

(a) The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2032. The Lease

shall be broken into an initial term of Ten (10) years and Two (2) renewal terms of Five (5) years each. The Lessee may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for the last Five (5) year renewal term prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

Notwithstanding the foregoing, if Lessor is in need of the vehicular parking area depicted in Exhibit A during the term of this Lease Agreement, then, and in that case, the parties agree that Lessor shall have the right to terminate this Lease Agreement as to the vehicular parking area upon Thirty (30) days' written notice to Lessee.

Notwithstanding any provision of this Lease, if at any time Lessee defaults in the performance of any covenant or agreement herein required to be performed or commits a material breach of the terms and conditions contained in this Lease, Lessor shall give Lessee written notice specifying the default or breach and the action required to cure the same. Lessee shall be allowed a reasonable time, not less than thirty (30) days after its receipt of such notice, to cure the default or breach. If Lessee fails so to cure the default or breach, then this Lease may be terminated by Lessor, at the option of Lessor, upon written notice of the same to Lessee.

(b) The Lessee may not use the Premises for any unlawful use.

The Lessee further acknowledges that it has inspected the Premises and accepts the Premises in an "as is" condition.

2. Rent.

(a) Fixed Rent. The Lessee shall pay to the Lessor as and for fixed rent, hereinafter referred to as "Fixed Rent", for the Premises the amount of the prevailing amount of rent received by the Lessor for any single hangar in Unit E at the Winona Municipal Airport. Lessor shall notify Lessee of any increase in the Fixed Rent thirty (30) days prior to the effective date of the increase. The Fixed Rent shall be payable at the office of the Lessor at the address on the signature page of this Lease, or such other place as is designated by the Lessor.

(b) Additional Rent. As and for additional rent, hereinafter referred to as "Additional Rent", the Lessee shall pay the following costs and expenses attributable to the Premises during the term of this Lease, to wit:

(i) Rubbish removal as a result of Lessee's actions shall be the Lessee's responsibility as well as all improvements made by the Lessee.

(ii) A \$75.00 per month utility charge with increases based upon the electrical kilowatt rate from the power company effective May 1, 2012.

(iii) All real estate taxes which are assessed against and applicable to the areas rented by the Lessee by virtue of Lessee's occupancy thereof, payment of which shall be made as the real estate taxes become due and payable.

(iv) All insurance premiums relative to the Premises as provided herein.

(v) All expenses attributable to the care and maintenance of the Premises to maintain such Premises in their present condition as provided in

numbered paragraph 7 herein; provided, however, that the Lessor shall be responsible for making all major structural repairs to the Premises if the Lessor deems such economically feasible. If the Lessor concludes that any major structural repair is not economically feasible, then, and in that case, Lessor shall have the right to terminate this Lease Agreement upon Six (6) months' written notice to Lessee. Upon receipt of such written notice, Lessee may serve written notice on Lessor that Lessee shall, at Lessee's expense, make any such major structural repair and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such repairs. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, the Lessor shall not lease the Facilities for FBO use, should such existing Facilities be subsequently repaired by the Lessor during the term of this lease, unless the Lessor first offers to lease the repaired Facilities to the Lessee on the terms contained herein and Lessee either rejects, or fails to timely accept, the Lessor's offer within sixty (60) days of written notice of the same from Lessor to Lessee at Lessee's last known address. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, and then subsequently replaces the Facilities rather than repair the existing Facilities, then the Lessor has no further obligation to Lessee to offer a lease to Lessee under the same terms contained herein or otherwise.

(vi) All other costs, expenses, and obligations relating to the Lessee's use of the Premises except as otherwise state herein. Lessee shall protect,

hold harmless, defend and indemnify Lessor from and against all such costs, expenses and obligations associated with the Premises.

3. Use. The Premises shall be used by Lessee as classroom, office, and training for flight training. Lessee agrees at Lessee's own cost and expense to keep the Premises in their present condition, normal wear and tear excepted. If during the term of this Lease Agreement the Premises fail to comply with all federal, state, and municipal laws, charters, ordinances, or regulations, the Lessor may either bring the Premises into compliance with such laws or regulations or, alternatively, terminate this Lease Agreement upon Ninety (90) days' written notice to Lessee. If Lessor elects to terminate this Lease Agreement as provided in this section, then, and in that case, Lessee may elect, by written notice to Lessor, to make the required improvements at Lessee's expense and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such improvements.

4. Hazardous Materials. Each party agrees that it shall indemnify, defend and hold the other party harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the leased premises, unless the toxic or hazardous substances are present as a result of the negligence or willful misconduct of the other party, its officers,

employees or agents. Lessee shall not engage in the manufacture of hazardous chemicals on the premises.

5. Improvements. All improvements by the Lessee must have Lessor's written approval and are considered as additional rent becoming the possession of the Lessor. Improvements to the Premises or its facilities (such as heating, water, electricity, etc.) may be made by the Lessee, at the Lessee's expense, after the Lessee has obtained written approval therefor from the Lessor. All improvements made to the Premises shall be entitled Additional Rent.

6. Snow Removal and Grass Care. Lessor shall keep the parking areas adjacent to the Building plowed. Such plowing shall be done as part of the Lessor's regular program for the Airport. Lessee shall keep all sidewalks adjacent to the Building clear of snow and ice. Lessee shall water and care for trees, shrubs, and lawn in front of the Building. Any costs incurred by Lessee in performing its obligations as provided herein shall be entitled Additional Rent.

7. Care of Premises. Except as otherwise provided herein, all care, maintenance, and repair of the Premises shall be the sole responsibility of the Lessee. In the event any such care, maintenance, or repair is performed by the Lessor or its designees, the Lessor shall be entitled to reimbursement therefor pursuant to the provisions contained in section 2 hereof.

8. Warranties of Title and Quiet Possession. The Lessor covenants that the Lessor has full right to make this Lease subject to the terms hereof, and the Lessee shall have quiet and peaceful possession of the Premises during the term hereof as

against the acts of all parties claiming title to, or a right to the possession of, the Premises.

9. Assignment and Subletting. Except for any assignment of this Lease or subletting of the Premises (or any part thereof) to the State of Minnesota and/or the City of Winona, Minnesota, the Lessee may not assign or hypothecate this Lease or sublet the Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor in each instance. Consent by the Lessor to One (1) assignment of this Lease or to One (1) subletting of the Premises shall not be a waiver of the Lessor's rights under this Lease as to any subsequent assignment or subletting. The Lessor's rights to assign this Lease are and shall remain unqualified. No assignment shall release the Lessee of any of its obligations under this Lease.

10. Destruction of Premises and Rent. In the event of flood, fire, or other disaster which shall render the Premises unusable or inaccessible, the Lessee shall not be liable to pay building rent, so long as the Premises remain unusable or inaccessible.

11. Insurance and Covenants to Hold Harmless.

(a) Hazard Insurance and Extended Coverage Endorsements.

Lessor shall obtain a hazard insurance policy insuring the Premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements, insurance coverage being for the full insurable value of the leased Premises. The payment of the premium therefor, or any

part of a premium attributable to the leased Premises, shall be paid by the Lessee as Additional Rent within Thirty (30) days from the date of billing.

Each party hereto hereby waives all claims for recovering from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. The fire and extended coverage policies of each party shall contain a clause to the effect that this waiver shall not affect said policies or the right of both parties to recover thereunder. Lessee shall insure all of its property situated upon the leased Premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements for the full insurable value of such property during the term of this Lease Agreement. If Lessee elects not to insure all of its personal property situated upon the leased Premises, Lessee shall be deemed to have waived any and claims thereto against the Lessor for any loss or damage to its personal property that is not otherwise covered by Lessee's insurance policies.

(b) Covenants to Hold Harmless. The Lessee shall indemnify, defend and hold harmless the Lessor and its respective agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, caused by Lessee or its agents, employees, contractors, subcontractors, vendors, or licensees or arising out of or resulting from the existence, construction, and maintenance or use of the property, Premises or Facilities. The indemnification provisions of this Section shall not apply to damages or other losses proximately

caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or the gross negligence or willful misconduct of the Lessor. All indemnification obligations shall survive termination, expiration or cancellation of this Lease Agreement.

12. Liability Insurance Coverage. The Lessee shall, at Lessee's expense, maintain in effect liability insurance including bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; the Lessor shall be named as an additional insured. The Lessee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City of Winona. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. In the event that Lessee fails to maintain required insurance, it shall constitute default and be immediate grounds for termination of this Lease by Lessor as provided in paragraph 1.

13. Waiver and Assumption of Risk. The Lessee knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building and Premises and hereby assumes any and all risks and hazards associated therewith. The Lessee hereby irrevocably waives any and all claims against the Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Facilities, Building or Premises

and hereby irrevocably releases and discharges the Lessor and any of its officials, employees or agents from any and all claims of liability.

14. Mechanic's Liens. The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Lessee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the Lessee first provides adequate security protecting the Lessor against such lien.

15. Inspection by Lessor. The Lessor shall have the right to enter the terminal building at any reasonable time for any purpose necessary, incidental, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions, or in order to determine whether or not Lessee is performing its covenants and agreements under this agreement.

16. Default of Lessor. The Lessor shall not be deemed to be in default under this Lease until the Lessee has given the Lessor written notice specifying the nature of the default and unless the Lessor does not cure the default within Thirty (30) days after receipt of the notice or within such reasonable time thereafter as may be necessary to cure the default where it is of such a character as to reasonably require more than Thirty (30) days to cure.

17. Surrender of Possession. Upon the expiration or termination of this Lease or any renewal thereof, the Lessee's right to use the airport and other properties demised hereunder shall forthwith terminate and the Lessee shall peacefully surrender possession to the Lessor. The Lessee shall have the right to remove its personal property within Thirty (30) days after termination, provided that the Lessee has made a financial settlement with the Lessor and provided that any damage caused by the removal of personal property shall be repaired. If said personal property is not so removed, it shall become and remain the property of the Lessor, at its option.

18. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

19. Cumulative Rights. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

20. Notices and Approvals. All approvals, communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, by mailing by certified or registered mail, return receipt

requested, and addressed to the other party to this Lease, to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purposes of all approvals, communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

21. Successors and Assigns. This Lease shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors.

22. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

23. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

24. Voluntary and Knowing Action. The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

25. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

26. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

27. Captions, Headings, or Titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

28. Reference to Gender. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the feminine gender or the masculine gender.

29. Minnesota Law. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

30. Performance Bonds. Prior to making any allowed improvements, repairs, or alterations in excess of Ten Thousand and No/100ths (\$10,000.00) Dollars to the leased Premises described herein, and/or contracting for any labor or materials to which the provisions of M.S. 574.26 apply, the Lessee shall furnish to the Lessor a bond executed by a surety company, approved by the Lessor, in the full amount of the contract of the labor and/or materials to be provided and conditioned as provided by the General Statutes of the State of Minnesota. The bond shall be executed by a surety company authorized to do business within the State of Minnesota and having a minimum A.M. Best rating B+, or such other sufficient assurances of payment agreed to in writing by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA, MINNESOTA

By: Julie Bodway
Its: City Manager
By: Monica Hennessy Tolson
Its: City Clerk

LESSEE'S ADDRESS:

P.O. Box 265
Winona, Minnesota 55987

B2W CORPORATION

By: Judge Bolan
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared Judith R. Bodway and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Judith R. Bodway and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



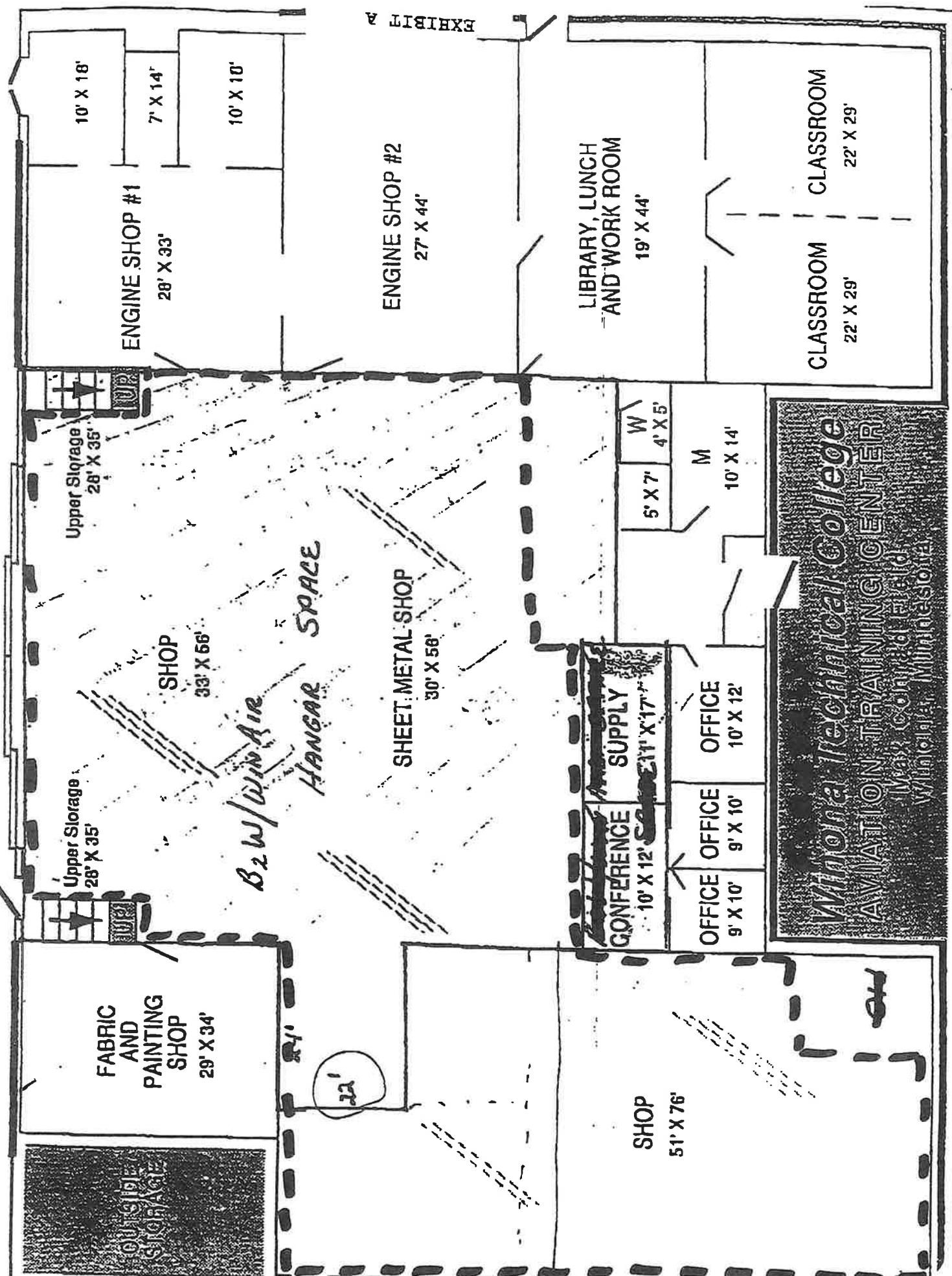
Jayne E. Meier
Notary Public

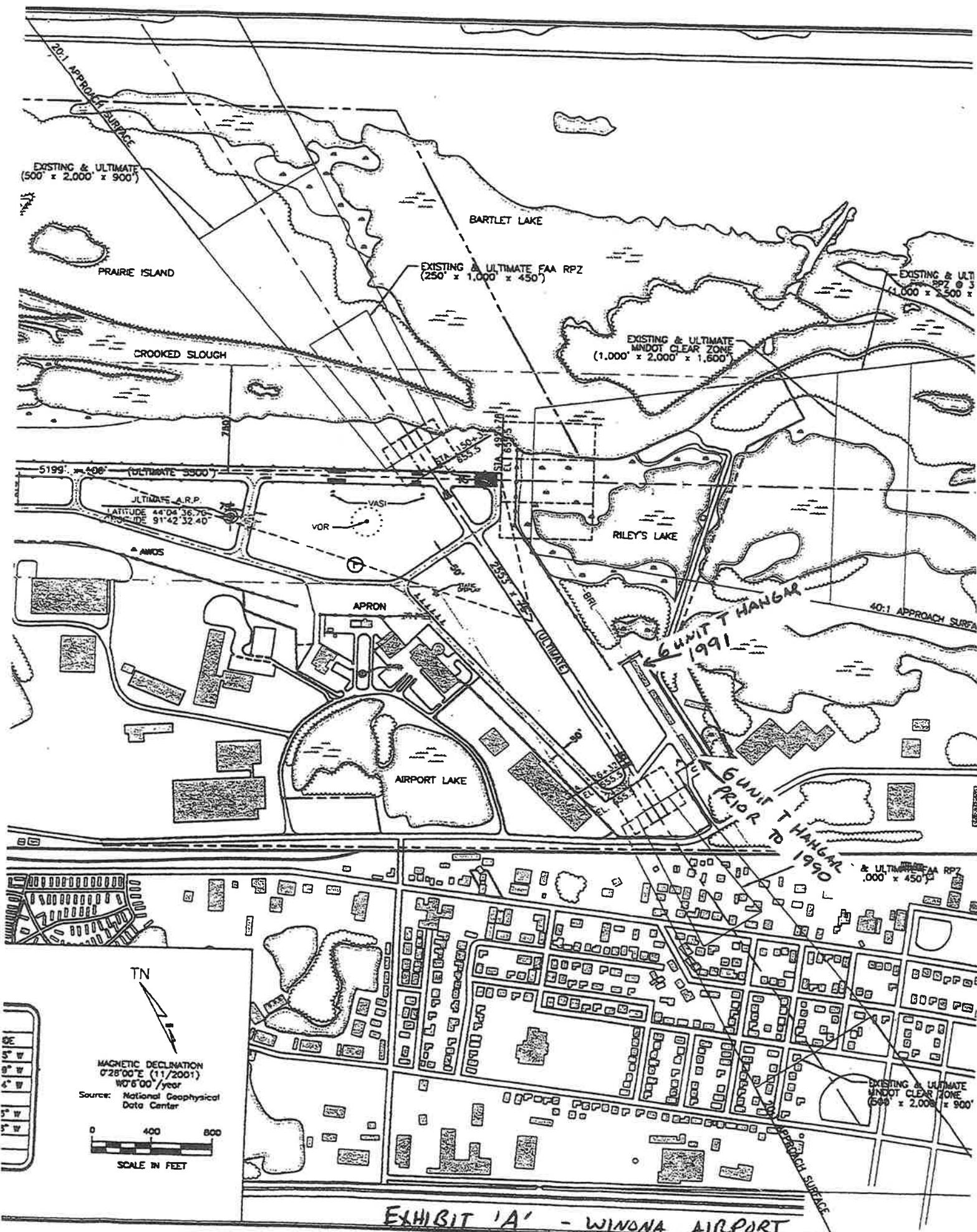
STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared George Bolan, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B2W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Bolan acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E. Meier
Notary Public





FIRST AMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012

“T” HANGAR CONSTRUCTED
PRIOR TO 1990 BUILDING LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “First Amendment”) is made this 1st day of June, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as “Lessee”); (collectively Lessor and Lessee are referred to herein as the “parties”).

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Six (6) unit “T” hangar constructed prior to 1990 at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the “Lease Agreement”), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That numbered paragraph 2 of the Lease Agreement is hereby amended as follows:
 2. TERM. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 2032. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two~~ (2) renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.
2. The recitals hereto are made a part hereof.
3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

LESSOR'S ADDRESS:

CITY OF WINONA, MINNESOTA

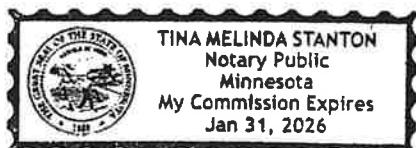
City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

By: Tom J. M.
Its: City Manager

By: Woma N. Jensen, Clerk
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Tina M. Stanton
Notary Public

LESSEE'S ADDRESS:

P.O. Box 541
Winona, Minnesota 55987

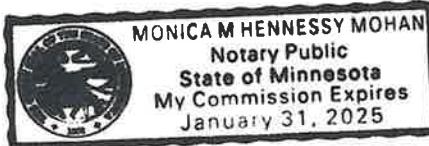
B2W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 17th day of June, 2020, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.

Monica M. Hennessy Mohan
Notary Public



LEASE

THIS LEASE AGREEMENT, made this 28th day of September, 2012,

by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessor", and B₂W Corporation, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, Lessor is the owner of a municipal airport situated in the City of Winona, Minnesota, of which Lessee is the Fixed-Based Operator (FBO);

WHEREAS, the Lessee desires to lease a Six (6) unit "T" hangar owned by Lessor and located at the municipal airport, the location of which is as depicted in Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, the Lessor and Lessee desire that any other agreement or lease between the parties shall be superseded by the terms of this Lease.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. PREMISES. Lessor does hereby demise and let onto Lessee, and Lessee does hereby hire and take from the Lessor the Six (6) unit "T" hangar situated at the Winona Municipal Airport, Max Conrad Field which was constructed prior to 1990.

2. TERM. This Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2032. The Lease shall be broken into an initial term of Ten (10) years and Two (2) renewal terms of Five

(5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for the last Five (5) year term prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

3. SUBLEASES. Lessee may sublet any or all of the property included in this Lease without the prior approval of or notice to Lessor. A sublease of the premises shall not relieve the Lessee of any liabilities under the terms of this Lease, or any extension thereof.

4. RENT. As and for rent the Lessee shall pay to Lessor the sum of Four Hundred Fifty Dollars (\$450.00) per year payable quarterly.

As and for additional rent, Lessee shall pay the following costs and expenses attributable to the Premises and Building, (collectively, the "Facilities") during the term of this Lease, to wit:

- a. all hangar utility costs including, water, gas, and electricity.
- b. immediately repair all damage to the demised premises caused by Lessee's or any sublessee's negligence or intentional conduct.
- c. all real estate taxes and/or personal property taxes due and payable on the premises leased hereunder, as the real estate taxes and/or personal property taxes become due and payable.
- d. rubbish removal as a result of Lessee's actions with respect to

the Facilities shall be the Lessee's responsibility as well as all improvements made by the Lessee.

e. all insurance premiums relative to the Facilities as provided herein.

f. all expenses attributable to the care and maintenance of the Premises to maintain such Premises in their present condition, except as otherwise provided herein. The Lessor shall be responsible for making all major structural repairs to the Premises if the Lessor deems such economically feasible. If the Lessor concludes that any major structural repair is not economically feasible, then, and in that case, Lessor shall have the right to terminate this Lease Agreement upon Six (6) months' written notice to Lessee. Upon receipt of such written notice, Lessee may serve written notice on Lessor that Lessee shall, at Lessee's expense, make any such major structural repair and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such repairs. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, the Lessor shall not lease the Facilities for FBO use, should such existing Facilities be subsequently repaired by the Lessor during the term of this lease, unless the Lessor first offers to lease the repaired Facilities to the Lessee on the terms contained herein and Lessee either rejects, or fails to timely accept, the Lessor's offer within sixty (60) days of written notice of the same from Lessor to Lessee at Lessee's last known address. If the Lessor

terminates this lease because the repairs to the existing Facilities are not economically feasible, and then subsequently replaces the Facilities rather than repair the existing Facilities, then the Lessor has no further obligation to Lessee to offer a lease to Lessee under the same terms contained herein or otherwise.

g. all other costs, expenses, and obligations relating to the Lessee's use of the Facilities except as otherwise stated herein. Lessee shall protect, hold harmless, defend and indemnify Lessor from and against all such costs, expenses and obligations associated with the Facilities.

5. SERVICES PROVIDED BY LESSOR. The Lessor shall keep the asphalt and the grounds around the hangar in good repair; Lessor shall remove the snow from areas to be used by aircraft except directly in front of hangar doors. Lessor shall maintain the structure, including roof, walls, floors, doors, fire detection and suppression system and electrical system.

6. ALTERATIONS. The Lessee shall not make alterations, additions, or improvements without the prior written consent of the Lessor.

7. MAINTENANCE. Lessee acknowledges and agrees that it has examined and knows the condition of the Premises and stipulates that the Premises are, as of the effective date of this Lease, in good order, good repair, safe, and clean condition, and accepts the Premises in an "as is" condition. Lessee agrees and acknowledges that Lessor is leasing the Premises to Lessee without any obligation of any kind to make any additions or improvements thereto or alterations thereof, except

as otherwise provided herein.

During the term of this Lease, Lessee shall keep the Premises in a sanitary condition, remove all trash from the Premises and keep the Premises free from refuse or other debris. Lessee shall be responsible for the repair of any damages to the Premises resulting from its use thereof pursuant to this Lease. Lessee agrees to pay the Lessor for any physical damage to the Premises during this Lease, which are not otherwise repaired by Lessee at Lessee's cost.

8. INSURANCE AND LIABILITY.

(a) The Lessee shall reimburse the Lessor for its cost to maintain fire damage liability insurance on said "T" hangar. The parties hereto agree that the Lessor shall not be liable for damage to or loss or destruction of personal property owned by the Lessee or any sublessee from any cause whatsoever and, provided further, the Lessee hereby waives as against the Lessor and agrees to hold the Lessor harmless from and to defend and indemnify Lessor for any claim or cause of action resulting from any loss, cost, damage or expense.

(b) The Lessee shall at Lessee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; and ground hangar keeper's liability insurance with limits equal to Three Hundred Thousand (\$300,000.00) Dollars per each aircraft and One Million (\$1,000,000.00) Dollars each occurrence. The City shall be named as an additional insured on each required

insurance policy. The Lessee's insurance policies and certificates shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. In addition, Lessee shall maintain in effect hangar keeper's liability insurance in an amount not less than the value of all aircraft situated on the premises.

Notwithstanding the foregoing, Lessee shall obtain and maintain, at Lessee's expense, any other or additional coverage required of FBO by Minnesota state statutes or Federal law during the term of this Lease.

In the event that Lessee fails to maintain required insurance in this Paragraph 8., it shall constitute default and be immediate grounds for termination of this lease by Lessor pursuant to Paragraph 11.

(c) The Lessee shall indemnify, defend and hold harmless the Lessor and its respective officers, agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, caused by Lessee or its agents, employees, contractors, subcontractors, vendors, or licensees or arising out of or resulting from the existence, construction, and maintenance or use of the property, Premises and Facilities or its operations thereon. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or

the gross negligence or willful misconduct of the Lessor. All indemnification obligations shall survive termination, expiration or cancellation of this Lease Agreement.

9. HAZARDOUS MATERIALS. Each party agrees that it shall indemnify, defend and hold the other party harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence of suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the leased premises, unless the toxic or hazardous substances are present as a result of the negligence or willful misconduct of the other party, its officers, employees or agents. Lessee shall not engage in the manufacture of hazardous chemicals on the premises.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Lessee shall comply with all the covenants of the Lessor made by the Lessor with the Federal and State governments whether or not herein contained and shall comply with all Federal and State laws and City ordinances pertaining to the operation of said Airport. This Lease is subject to the rules, regulations, restrictions and limitations now imposed or which may hereafter be imposed by law or by the agencies of the United States Government and the state of Minnesota charged with jurisdiction over the Winona Municipal Airport or the aircraft using the airport. This Lease is subject to the rules and regulations which the City establishes for the general safe, efficient and convenient use

of said airport.

11. TERMINATION. This Lease shall terminate immediately, with or without written notice, if Lessee is no longer the Fixed-Based Operator at the City of Winona Municipal Airport.

Notwithstanding any provision of this Lease, if at any time Lessee defaults in the performance of any covenant or agreement herein required to be performed or commits a material breach of the terms and conditions contained in this Lease, Lessor shall give Lessee written notice specifying the default or breach and the action required to cure the same. Lessee shall be allowed a reasonable time, not less than thirty (30) days after its receipt of such notice, to cure the default or breach. If Lessee fails so to cure the default or breach, then this Lease may be terminated by Lessor, at the option of Lessor, upon written notice of the same to Lessee.

12. SURRENDER OF POSSESSION. Upon the expiration or termination of this Lease or any extension hereof, Lessee's rights to use the hangar shall forthwith terminate and Lessee shall peacefully surrender possession to Lessor. Lessee shall have the right to remove its personal property within Thirty (30) days after termination, provided Lessee has made a financial settlement with Lessor, and provided that any damage caused by the removal of personal property shall be repaired by Lessee at Lessee's expense. If said personal property is not removed, it shall become and remain the property of Lessor, at Lessor's option.

13. INSPECTION BY LESSOR. Lessor shall have the right to enter the

hangar at any reasonable time for any purpose necessary, incidental, or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions, or in order to determine whether or not Lessee is performing its covenants and agreements under this agreement. Lessee shall be responsible to Lessor for intentional acts or negligent acts causing damage to said hangar or said Airport.

14. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

15. NOTICES AND APPROVALS. All approvals, communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, by mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that

party's address for the purposes of all approvals, communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

16. WAIVER AND ASSUMPTION OF RISK. The Lessee knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building and Premises and hereby assumes any and all risks and hazards associated therewith. The Lessee hereby irrevocably waives any and all claims against the Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Facilities, Building or Premises and hereby irrevocably releases and discharges the Lessor and any of its officials, employees or agents from any and all claims of liability.

17. MECHANIC'S LIENS. The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Lessee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the FBO first provides adequate security protecting the Lessor against such lien.

18. CAPTIONS, HEADINGS, OR TITLES. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of

reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

19. PARAGRAPH HEADINGS. Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

20. AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

21. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

22. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

23. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

24. NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

25. CUMULATIVE RIGHTS. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

26. ENTIRE AGREEMENT. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party

hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

27. MINNESOTA LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

28. PERFORMANCE BONDS. Prior to making any allowed improvements, repairs, or alterations in excess of Ten Thousand and No/100ths (\$10,000.00) Dollars to the leased Premises described herein, and/or contracting for any labor or materials to which the provisions of M.S. 574.26 apply, the Lessee shall furnish to the Lessor a bond executed by a surety company, approved by the Lessor, in the full amount of the contract of the labor and/or materials to be provided and conditioned as provided by the General Statutes of the State of Minnesota. The bond shall be executed by a surety company authorized to do business within the State of Minnesota and having a minimum A.M. Best rating B+, or such other sufficient assurances of payment agreed to in writing by both parties hereto.



IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA

By: Judith Bodway
Its: City Manager

By: Monica Hennessy Mohan
Its: City Clerk

LESSEE'S ADDRESS:

P.O. Box 265
Winona, Minnesota 55987

B₂W CORPORATION

By: Greg Blum
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared Judith R. Bodway and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Judith R. Bodway and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E. Meier
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E. Meier
Notary Public

FIRST ADMENDMENT TO
LEASE AGREEMENT DATED SEPTEMBER 28, 2012

"T" HANGAR CONSTRUCTED
IN 1991 BUILDING LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made this 11th day of June, 2020, by and between the City of Winona, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and B2W Corporation, a corporation under the laws of the State of Minnesota (hereinafter referred to as "Lessee"); (collectively Lessor and Lessee are referred to herein as the "parties").

WITNESSETH:

WHEREAS, on September 28, 2012, Lessor and Lessee entered into a Lease Agreement for Six (6) unit "T" hangar constructed in 1991 at the Winona Municipal Airport - Max Conrad Field, Winona, Minnesota (the "Lease Agreement"), which Lease Agreement is incorporated herein by reference; and

WHEREAS, the Lessee desires to amend the term length of the Lease Agreement; and

WHEREAS, the parties now accordingly desire to amend the Lease Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the Lease Agreement is hereby amended as follows (new language is underlined; deleted language is lined out; sections which are not proposed to be amended are omitted):

1. That numbered paragraph 2 of the Lease Agreement is hereby amended as follows:
 2. TERM. The Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2042 ~~2032~~. The Lease shall be broken into an initial term of Ten (10) years and Four (4) ~~Two (2)~~ renewal terms of Five (5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for any of the last Five (5) year renewal terms prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.
 2. The recitals hereto are made a part hereof.
 3. Except as amended herein, all provisions of the Lease Agreement shall remain in full force and effect and the same are ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

LESSOR'S ADDRESS:

CITY OF WINONA, MINNESOTA

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

By: John J. Kiernan
Its: City Manager

By: Nora Kennedy Hoban
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared Stephen T. Sarvi and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, Minnesota, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and said Stephen T. Sarvi and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Lina M Stanton
Notary Public

LESSEE'S ADDRESS:

P.O. Box 541
Winona, Minnesota 55987

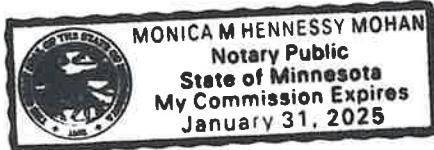
B2W CORPORATION

By: George Bolon
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 11th day of June, 2020, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B2W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.

Monica M. Hennessy Mohan
Notary Public



LEASE

THIS LEASE AGREEMENT, made this 28th day of September, 2012, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessor", and B₂W Corporation, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, Lessor is the owner of a municipal airport situated in the City of Winona, Minnesota, of which Lessee is the Fixed-Based Operator (FBO);

WHEREAS, the Lessee desires to lease a Six (6) unit "T" hangar owned by Lessor and located at the municipal airport, the location of which is as depicted in Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, the Lessor and Lessee desire that any other agreement or lease between the parties shall be superseded by the terms of this Lease.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. PREMISES. Lessor does hereby demise and let onto Lessee, and Lessee does hereby hire and take from the Lessor the Six (6) unit "T" hangar situated at the Winona Municipal Airport, Max Conrad Field which was constructed in 1991.

2. TERM. This Lease shall commence on May 1, 2012, and shall terminate, if not sooner terminated as provided herein, on April 30, 2032. The Lease shall be broken into an initial term of Ten (10) years and Two (2) renewal terms of Five

(5) years each. The FBO may terminate the Lease prior to the end of the initial term or the first renewal term. Either party may terminate the Lease for the last Five (5) year term prior to its commencement. Termination of the Lease shall be given by notice delivered to the other party not less than Twelve (12) months before the end of the lease term then in effect.

3. SUBLEASES. Lessee may sublet any or all of the property included in this Lease without the prior approval of or notice to Lessor. A sublease of the premises shall not relieve the Lessee of any liabilities under the terms of this Lease, or any extension thereof.

4. RENT. As and for rent the Lessee shall pay to Lessor the sum of Four Hundred Fifty Dollars (\$450.00) per year payable quarterly.

As and for additional rent, Lessee shall pay the following costs and expenses attributable to the Premises and Building, (collectively, the "Facilities") during the term of this Lease, to wit:

- a. all hangar utility costs including, water, gas, and electricity.
- b. immediately repair all damage to the demised premises caused by Lessee's or any sublessee's negligence or intentional conduct.
- c. all real estate taxes and/or personal property taxes due and payable on the premises leased hereunder, as the real estate taxes and/or personal property taxes become due and payable.
- d. rubbish removal as a result of Lessee's actions with respect to

the Facilities shall be the Lessee's responsibility as well as all improvements made by the Lessee.

e. all insurance premiums relative to the Facilities as provided herein.

f. all expenses attributable to the care and maintenance of the Premises to maintain such Premises in their present condition, except as otherwise provided herein. The Lessor shall be responsible for making all major structural repairs to the Premises if the Lessor deems such economically feasible. If the Lessor concludes that any major structural repair is not economically feasible, then, and in that case, Lessor shall have the right to terminate this Lease Agreement upon Six (6) months' written notice to Lessee. Upon receipt of such written notice, Lessee may serve written notice on Lessor that Lessee shall, at Lessee's expense, make any such major structural repair and to reinstate this Lease Agreement according to the covenants, terms, and conditions provided herein. Lessor shall have no obligation to reimburse Lessee for such repairs. If the Lessor terminates this lease because the repairs to the existing Facilities are not economically feasible, the Lessor shall not lease the Facilities for FBO use, should such existing Facilities be subsequently repaired by the Lessor during the term of this lease, unless the Lessor first offers to lease the repaired Facilities to the Lessee on the terms contained herein and Lessee either rejects, or fails to timely accept, the Lessor's offer within sixty (60) days of written notice of the same from Lessor to Lessee at Lessee's last known address. If the Lessor

terminates this lease because the repairs to the existing Facilities are not economically feasible, and then subsequently replaces the Facilities rather than repair the existing Facilities, then the Lessor has no further obligation to Lessee to offer a lease to Lessee under the same terms contained herein or otherwise.

g. all other costs, expenses, and obligations relating to the Lessee's use of the Facilities except as otherwise stated herein. Lessee shall protect, hold harmless, defend and indemnify Lessor from and against all such costs, expenses and obligations associated with the Facilities.

5. SERVICES PROVIDED BY LESSOR. The Lessor shall keep the asphalt and the grounds around the hangar in good repair; Lessor shall remove the snow from areas to be used by aircraft except directly in front of hangar doors. Lessor shall maintain the structure, including roof, walls, floors, doors, fire detection and suppression system and electrical system.

6. ALTERATIONS AND IMPROVEMENTS. The Lessee shall not make alterations, additions, or improvements without the prior written consent of the Lessor.

7. MAINTENANCE. Lessee acknowledges and agrees that it has examined and knows the condition of the Premises and stipulates that the Premises are, as of the effective date of this Lease, in good order, good repair, safe, and clean condition, and accepts the Premises in an "as is" condition. Lessee agrees and acknowledges that Lessor is leasing the Premises to Lessee without any obligation of any kind to make any additions or improvements thereto or alterations thereof, except

as otherwise provided herein.

During the term of this Lease, Lessee shall keep the Premises in a sanitary condition, remove all trash from the Premises and keep the Premises free from refuse or other debris. Lessee shall be responsible for the repair of any damages to the Premises resulting from its use thereof pursuant to this Lease. Lessee agrees to pay the Lessor for any physical damage to the Premises during this Lease, which are not otherwise repaired by Lessee at Lessee's cost.

8. INSURANCE AND LIABILITY.

(a) The Lessee shall reimburse the Lessor for its cost to maintain fire damage liability insurance on said "T" hangar. The parties hereto agree that the Lessor shall not be liable for damage to or loss or destruction of personal property owned by the Lessee or any sublessee from any cause whatsoever and, provided further, the Lessee hereby waives as against the Lessor and agrees to hold the Lessor harmless from and to defend and indemnify Lessor for any claim or cause of action resulting from any loss, cost, damage or expense.

(b) The Lessee shall at Lessee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; and groundhangar keepers liability insurance with limits equal to Three Hundred Thousand (\$300,000.00) Dollars per each aircraft and One Million (\$1,000,000.00) Dollars each occurrence. The City shall be named as an additional

insured on each required insurance policy. The Lessee's insurance policies and certificates shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. In addition, Lessee shall maintain in effect hangar keeper's liability insurance in an amount not less than the value of all aircraft situated on the premises. Notwithstanding the foregoing, Lessee shall obtain and maintain, at Lessee's expense, any other or additional coverage required of FBO by Minnesota state statutes or Federal law during the term of this Lease.

In the event that Lessee fails to maintain required insurance in this Paragraph 8., it shall constitute default and be immediate grounds for termination of this lease by Lessor pursuant to Paragraph 11.

(c) The Lessee shall indemnify, defend and hold harmless the Lessor and its respective officers, agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, caused by Lessee or its agents, employees, contractors, subcontractors, vendors, or licensees or arising out of or resulting from the existence, construction, and maintenance or use of the property, Premises and Facilities or its operations thereon. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or

the gross negligence or willful misconduct of the Lessor. All indemnification obligations shall survive termination, expiration or cancellation of this Lease Agreement.

9. HAZARDOUS MATERIALS. Each party agrees that it shall indemnify, defend and hold the other party harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence of suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the leased premises, unless the toxic or hazardous substances are present as a result of the negligence or willful misconduct of the other party, its officers, employees or agents. Lessee shall not engage in the manufacture of hazardous chemicals on the premises.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Lessee shall comply with all the covenants of the Lessor made by the Lessor with the Federal and State governments whether or not herein contained and shall comply with all Federal and State laws and City ordinances pertaining to the operation of said Airport. This Lease is subject to the rules, regulations, restrictions and limitations now imposed or which may hereafter be imposed by law or by the agencies of the United States Government and the state of Minnesota charged with jurisdiction over the Winona Municipal Airport or the aircraft using the airport. This Lease is subject to the rules and regulations which the City establishes for the general safe, efficient and convenient use

of said airport.

11. TERMINATION. This Lease shall terminate immediately, with or without written notice, if Lessee is no longer the Fixed-Based Operator at the City of Winona Municipal Airport.

Notwithstanding any provision of this Lease, if at any time Lessee defaults in the performance of any covenant or agreement herein required to be performed or commits a material breach of the terms and conditions contained in this Lease, Lessor shall give Lessee written notice specifying the default or breach and the action required to cure the same. Lessee shall be allowed a reasonable time, not less than thirty (30) days after its receipt of such notice, to cure the default or breach. If Lessee fails so to cure the default or breach, then this Lease may be terminated by Lessor, at the option of Lessor, upon written notice of the same to Lessee.

12. SURRENDER OF POSSESSION. Upon the expiration or termination of this Lease or any extension hereof, Lessee's rights to use the hangar shall forthwith terminate and Lessee shall peacefully surrender possession to Lessor. Lessee shall have the right to remove its personal property within Thirty (30) days after termination, provided Lessee has made a financial settlement with Lessor, and provided that any damage caused by the removal of personal property shall be repaired by Lessee at Lessee's expense. If said personal property is not removed, it shall become and remain the property of Lessor, at Lessor's option.

13. INSPECTION BY LESSOR. Lessor shall have the right to enter the

hangar at any reasonable time for any purpose necessary, incidental, or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions, or in order to determine whether or not Lessee is performing its covenants and agreements under this agreement. Lessee shall be responsible to Lessor for intentional acts or negligent acts causing damage to said hangar or said Airport.

14. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

15. NOTICES AND APPROVALS. All approvals, communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, by mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that

party's address for the purposes of all approvals, communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

16. WAIVER AND ASSUMPTION OF RISK. The Lessee knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building and Premises and hereby assumes any and all risks and hazards associated therewith. The Lessee hereby irrevocably waives any and all claims against the Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Facilities, Building or Premises and hereby irrevocably releases and discharges the Lessor and any of its officials, employees or agents from any and all claims of liability.

17. MECHANIC'S LIENS. The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Lessor's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Lessee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the FBO first provides adequate security protecting the Lessor against such lien.

18. CAPTIONS, HEADINGS, OR TITLES. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of

reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

19. PARAGRAPH HEADINGS. Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

20. AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

21. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

22. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

23. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

24. NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

25. CUMULATIVE RIGHTS. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

26. ENTIRE AGREEMENT. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party

hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

27. MINNESOTA LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

28. PERFORMANCE BONDS. Prior to making any allowed improvements, repairs, or alterations in excess of Ten Thousand and No/100ths (\$10,000.00) Dollars to the leased Premises described herein, and/or contracting for any labor or materials to which the provisions of M.S. 574.26 apply, the Lessee shall furnish to the Lessor a bond executed by a surety company, approved by the Lessor, in the full amount of the contract of the labor and/or materials to be provided and conditioned as provided by the General Statutes of the State of Minnesota. The bond shall be executed by a surety company authorized to do business within the State of Minnesota and having a minimum A.M. Best rating B+, or such other sufficient assurances of payment agreed to in writing by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSOR'S ADDRESS:

City Hall
207 Lafayette Street
P.O. Box 378
Winona, Minnesota 55987

CITY OF WINONA

By: Judith Bodway
Its: City Manager

By: Monica Hennessy Mohan
Its: City Clerk

LESSEE'S ADDRESS:

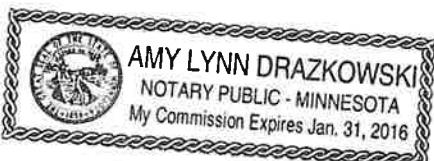
P.O. Box 265
Winona, Minnesota 55987

B₂W CORPORATION

By: Greg Blin
Its: President

STATE OF MINNESOTA)
)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared Judith R. Bodway and Monica Hennessy Mohan, to me personally known, who, being by me each duly sworn, did say that they are respectively the City Manager and the City Clerk of the City of Winona, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its City Council and said Judith R. Bodway and Monica Hennessy Mohan acknowledged the said instrument to be the free act and deed of said corporation.



Amy Lynn Drazkowski
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

On this 28th day of September, 2012, before me, a Notary Public within and for said County, personally appeared George Bolon, to me personally known, who, being by me duly sworn, did say that he is respectively the President of B₂W Corporation, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Bolon acknowledged the said instrument to be the free act and deed of said corporation.



Jayne E. Meier
Notary Public

ʃ

Fuel 2024

Date	100 LL	Jet	CFI-100LL	Gals sold:	Amount due	Total
1/1/2024	120.8	861.6	5.3	987.7	\$ 39.51	\$ 39.51
2/1/2024	323.9	3143.5	33	3500.4	\$ 140.02	\$ 140.02
3/1/2024	281.4	2576.2	29.8	2887.4	\$ 115.50	\$ 115.50
4/1/2024	549.6	1,069.50	37.2	1656.3	\$ 66.25	\$ 66.25
5/1/2024	304.9	1661.3	15.4	1981.6	\$ 79.26	\$ 79.26
6/1/2024	439.7	2,788.80	55	3283.5	\$ 131.34	\$ 131.34
7/1/2024	1,170.60	1,716.50	35.6	2922.7	\$ 116.91	\$ 116.91
8/1/2024	427.1	2,226.40	58.6	2712.1	\$ 108.48	\$ 108.48
9/1/2024	630.7	3,130.40	109	3870.1	\$ 154.80	\$ 154.80
10/1/2024	424.9	2,635.90	50.5	3111.3	\$ 124.45	\$ 124.45
11/1/2024	176	1,652.20	46.5	1874.7	\$ 74.99	\$ 74.99
12/1/2024	247.7	2,250.10	23.2	2521	\$ 100.84	\$ 100.84
Total 2024	5097.3	25712.4	499.1	31308.8	\$ 1,252.35	\$ 1,252.35

Fuel 2023

Date	100 LL	Jet	CFI-100LL	Gal sold:	Amount due	Total
1/1/2023						
2/1/2023*	643.2	1420.6	288.5	2352.3	\$ 94.09	\$ 94.09
3/1/2023	203.7	1248.3	92.7	1544.7	\$ 61.79	\$ 61.79
4/1/2023	216	1889.2	107.8	2213	\$ 88.52	\$ 88.52
5/1/2023	643.2	1420.6	288.5	2352.3	\$ 94.09	\$ 94.09
6/1/2023	719.3	5589.3	225.7	6534.3	\$ 261.37	\$ 261.37
7/1/2023	850.1	2691.7	260.4	3802.2	\$ 152.09	\$ 152.09
8/1/2023	499.6	3909.9	63.2	4472.7	\$ 178.91	\$ 178.91
9/1/2023	307	3193.8	40.8	3541.6	\$ 141.66	\$ 141.66
10/1/2023	401.5	2176.7		2578.2	\$ 103.13	\$ 103.13
11/1/2023	557.2	1212.3	46.2	1815.7	\$ 72.63	\$ 72.63
12/1/2023	226.6	636.9	14.6	878.1	\$ 35.12	\$ 35.12
Total 2023	5267.4	25389.3	1428.4	32085.1	\$ 1,283.40	\$ 1,283.40

* Fuel for Jan and Feb 2023 was reported together.