

PARKING PERMIT NO. PP-19-0010

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

KAWAIHĀPAI AIRFIELD

THIS AGREEMENT, made this 18th day of December, 2019, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. **PERMITTEE:** MICHAEL CHARLSTON
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]
E-MAIL: [REDACTED]
2. **LOCATION:** SPACE NO. AIRCRAFT DESCRIPTION
HDH 404-115 1977 Cessna 152 N-24986
3. **PURPOSE** (System I.D.): Aircraft Parking
4. **FEES:** \$ 54.00 per month
5. **SECURITY DEPOSIT:** \$162.00, or three (3) times the monthly rental in effect.
6. **EFFECTIVE DATE:** DECEMBER 17, 2019
7. **TERMS AND CONDITIONS:** SEE ATTACHED

APPROVED BY THE BOARD OF LAND AND
NATURAL RESOURCES AT ITS MEETING HELD ON

12-13-19, Item M-5

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By: 
ROSS M. HIGASHI
Deputy Director-Airports

PERMITTEE: MICHAEL CHARLSTON

By: 
Title:  OWNER

**PARKING PERMIT
TERMS AND CONDITIONS**

1. Term. This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew or unless the Board of Land and Natural Resources shall fail to approve the renewal.

2. Termination. This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. Change in Rent. The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. Interest; Service Charge. Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. Acceptance of Rent not a Waiver. The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. Security Deposit. The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. Cost of Collection. The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. Waste, Strip and Nuisance, and Maintenance. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. Utilities and Other Charges. The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. Property Taxes. The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. Commercial General Liability Insurance. The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

16. Indemnity. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

17. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

18. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

19. Purpose, Aircraft Ownership, and Airworthiness. This Permit is issued exclusively for the parking on the Premises of the aircraft identified herein, only for so long as the PERMITTEE maintains the same possessory interest in the aircraft as exists at the time this Permit is issued, and only for so long as the named aircraft remains airworthy. PERMITTEE may notify the DEPARTMENT in writing within five (5) days after any change in the identification of the assigned aircraft, or change in the identification of the registered owners or the name(s) of the lessee(s) of the aircraft, and request the issuance of a new Permit. In the event the aircraft becomes unairworthy, Permittee shall either immediately remove the aircraft from the Premises, or request a waiver, in writing, from the Director by specifying the nature of repair or maintenance needed to make it airworthy, and the estimated time such repair or maintenance will require. The issuance of a new Permit or waiver under the above described circumstances, and the terms and conditions of any permit or waiver are within the exclusive discretion of the DEPARTMENT.

20. Improvements, Alterations or Additions. No improvements, alterations or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE.

21. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, or the laws and regulations of the State of Hawaii including but not limited to assuming possession of the Premises, removal, temporarily disabling and/or impounding any aircraft, equipment or other property situated on the Premises, or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

22. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

23. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

24. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

25. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

26. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises, and the Airport.

27. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

REGISTRATION NOT TRANSFERABLE

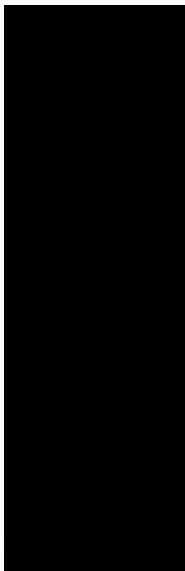
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND AIRCRAFT SERIAL NO.
REGISTRATION MARKS **N 24986** 15280495

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
CESSNA 152

ICAO Aircraft Address Code: 50452375



I S S U E D T O

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

Individual

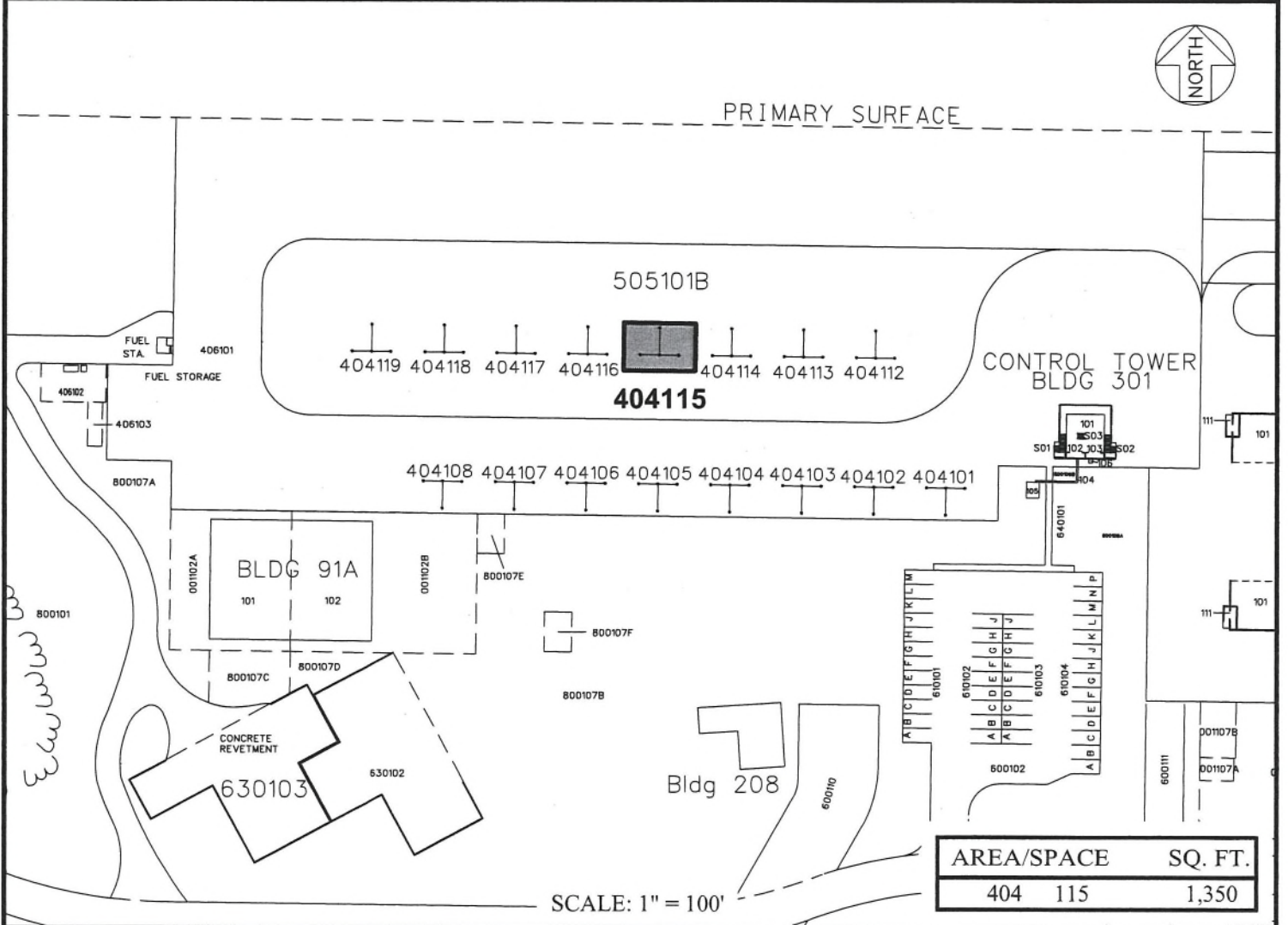
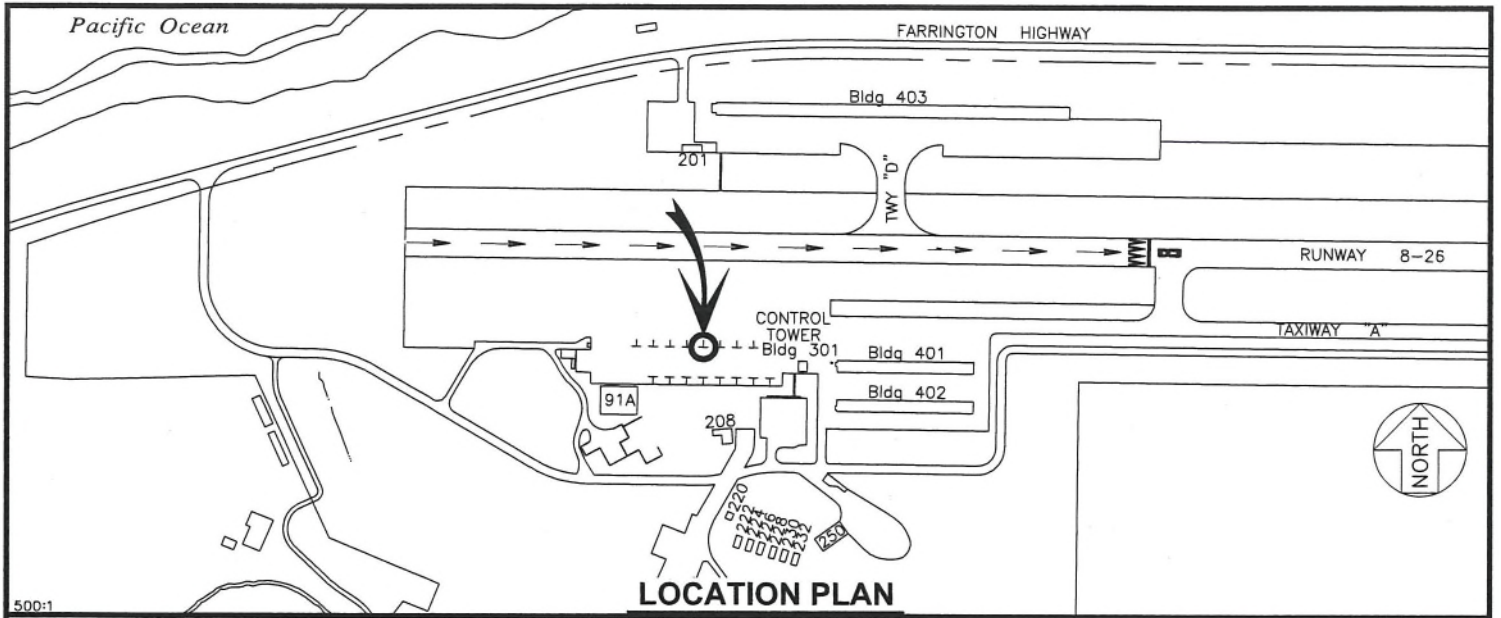
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

DATE OF ISSUE December 10, 2019
EXPIRATION DATE December 31, 2022

Steve Disher
ADMINISTRATOR



U.S. Department of Transportation
Federal Aviation Administration



PP-19-0010	DATE : OCTOBER 2019	EXHIBIT: A
<p>Airports Division</p>	CHARLSTON, MICHAEL	TIE-DOWN GENERAL AVIATION FACILITIES
		404115

DILLINGHAM AIRFIELD

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

Dillingham Airfield AIRPORT

THIS AGREEMENT, made this 25th day of February, 1985, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Civil Air Patrol - Hawaii Wing
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]

2. LOCATION:

<u>PLAT</u>	<u>SPACE NO.</u>	<u>AIRCRAFT VEHICLE DESCRIPTION</u>
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<u>A1</u>	<u>405-108</u>	<u>N2033T/N2059T/N17869</u> <u>110 per AIR-O 85.0585 eff 5/15/85</u>
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3. PURPOSE (System I.D.): Small Plane Storage #834 - Tre Down

4. FEES: N/A

5. SECURITY DEPOSIT: N/A

6. EFFECTIVE DATE: March 16, 1985

7. TERMS AND CONDITIONS:

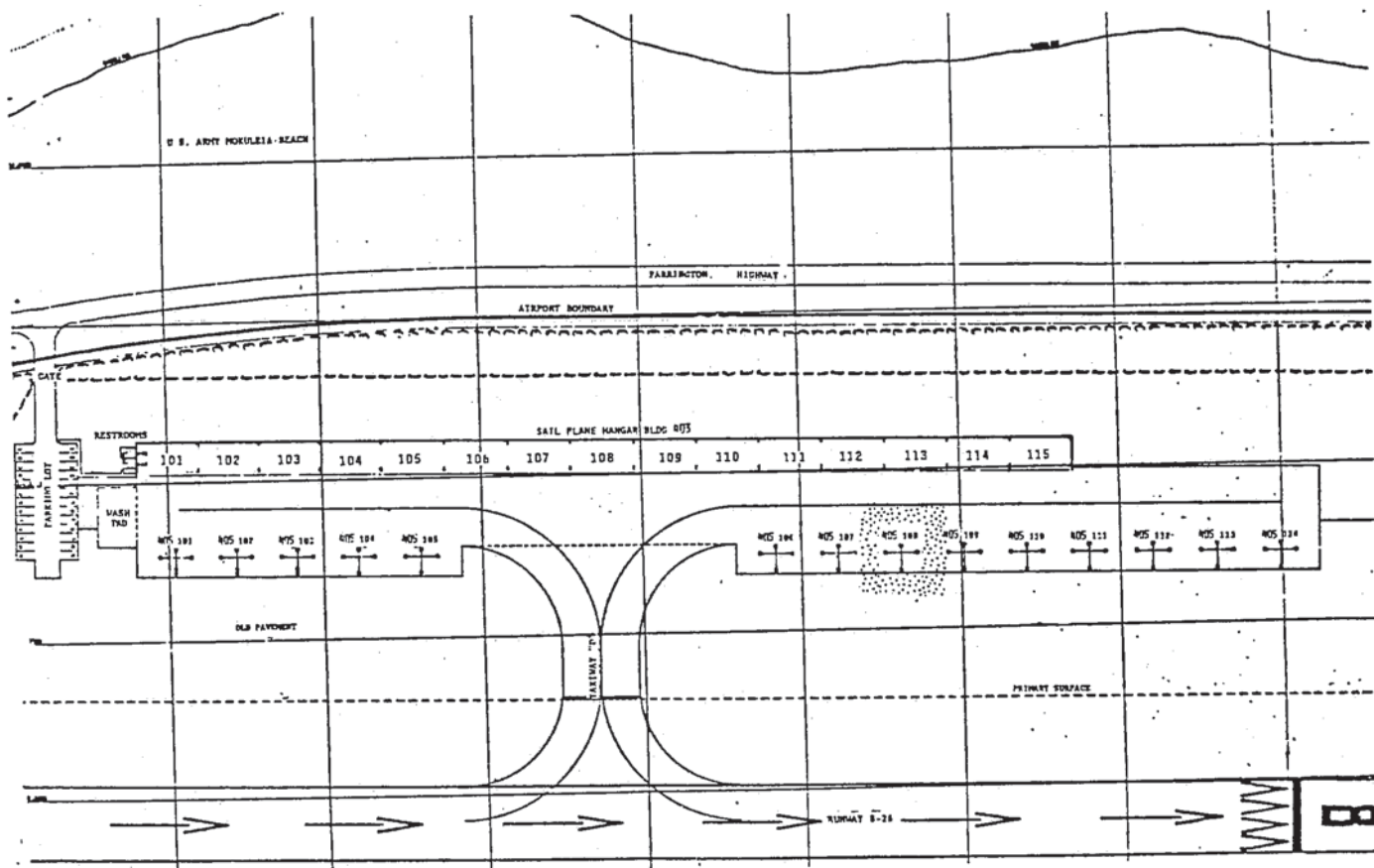
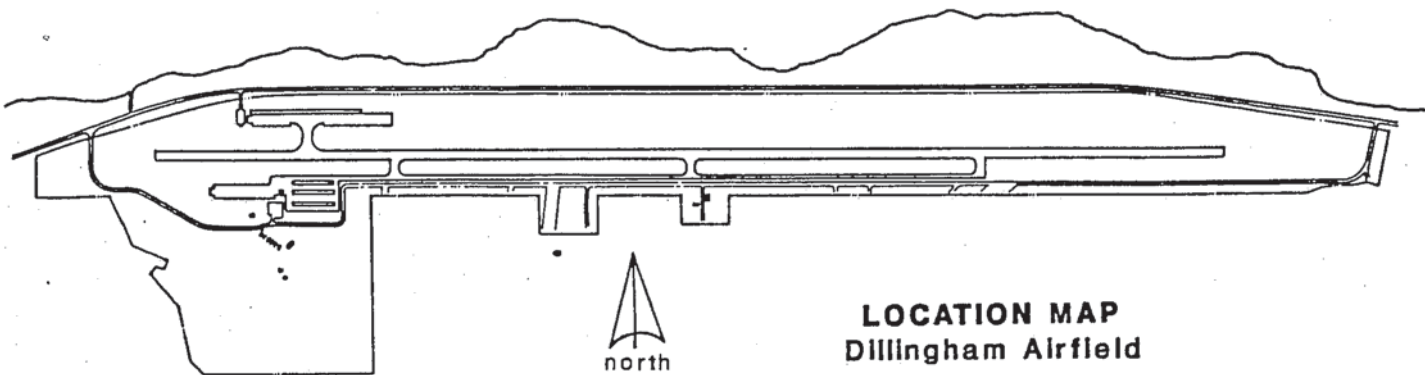
- This permit is revocable with or without cause.
- The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

PERMITTEE:

[Signature]
Permittee's Name
By COMMANDER, HAWAII WING
Its

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
District Airport Superintendent



DATE.

EXHIBIT: **A**



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

CIVIL AIR PATROL
(HAWAII WING)

SAILPLANE
HANGAR AREA

405-108
PLAT A1

DILLINGHAM AIRFIELD.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

DILLINGHAM AIRFIELD AIRPORT

THIS AGREEMENT, made this 23rd day of January, 1989, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Civil Air Patrol - Hawaii Wing

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

2. LOCATION:

<u>PLAT</u>	<u>SPACE NO.</u>	<u>AIRCRAFT/VEHICLE DESCRIPTION</u>
A1	405-111	

3. PURPOSE (System I.D.): #834, Small Plane Storage

4. FEES: N/A

5. SECURITY DEPOSIT: N/A

6. EFFECTIVE DATE: FEB -1 1989

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

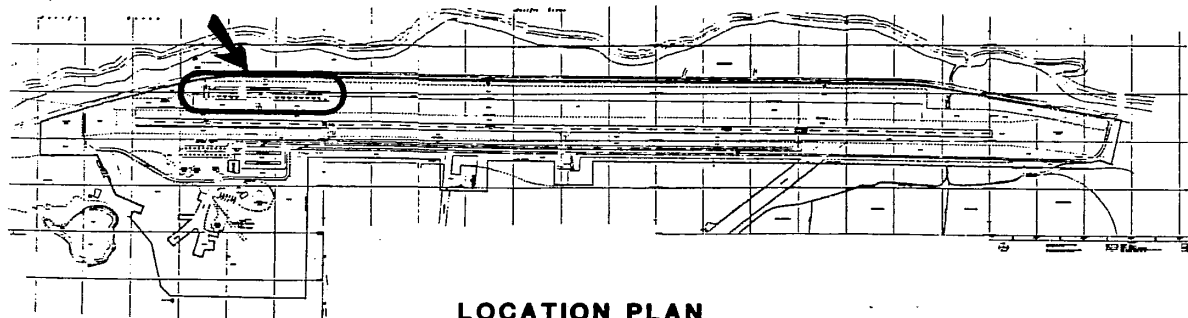
PERMITTEE:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

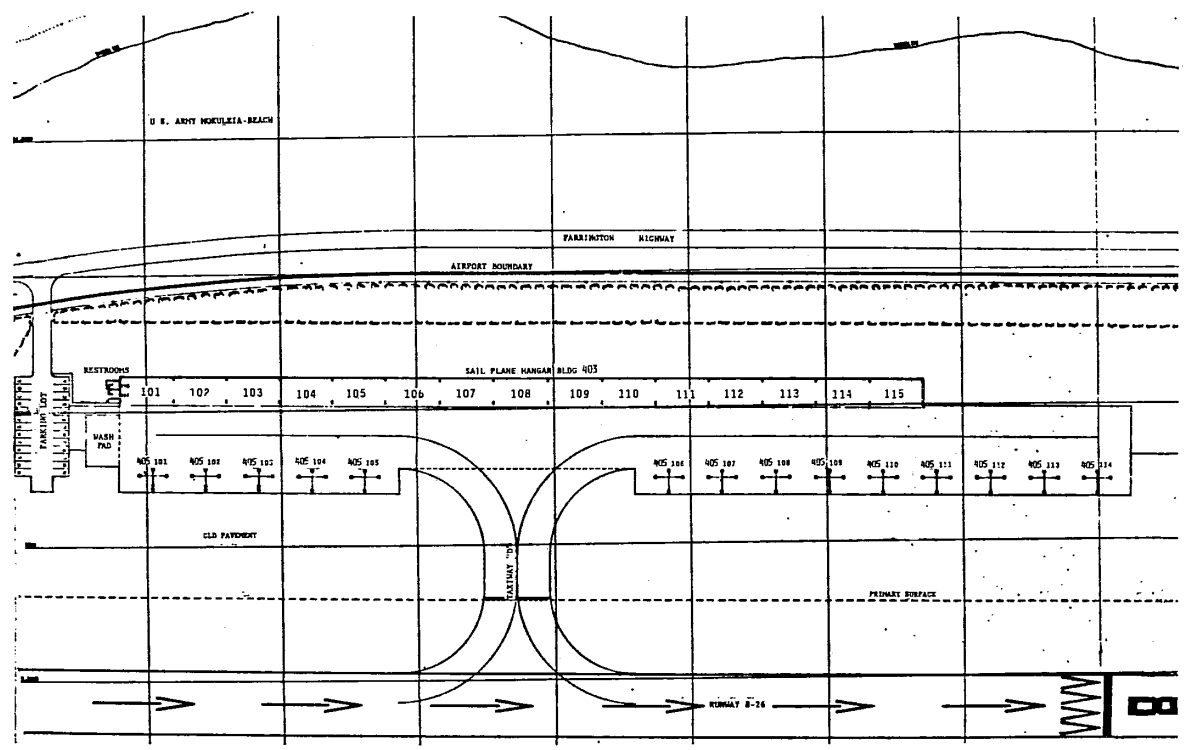
CIVIL AIR PATROL
Permittee's Name

By [Signature]
Its

By [Signature]
District Airport Superintendent



LOCATION PLAN



Parking Permit No. PP-88-0813

DATE: December 1988

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

CIVIL AIR PATROL

SAIL PLANE HANGAR
AREA

405-111
PLAT A1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 7083

THIS AGREEMENT, made this 27th day of November, 2012, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: CIVIL AIR PATROL

2. ADDRESS:



3. AIRPORT: DILLINGHAM AIRFIELD

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

Sailplane Hangar Unit No. 403-104, containing an area of approximately 1,878 square feet

5. PURPOSE(S): Aircraft Storage – 2001 LET L-23 Super Blanik/N-387BA

6. RENTAL:

Monthly Rental \$ 0.00
Total Monthly Rental \$ 0.00

7. SECURITY DEPOSIT: \$ 0.00

8. EFFECTIVE DATE OF PERMIT: **MAY 1, 2012**

9. HOLD OVER TENANCY: \$ 0.00

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:

- Environmental Compliance – Permittee's Duties
- Special Conditions for Dillingham Airfield and Department of the Army Lease DACA84-1-09-135
- Chapter 13 entitled "Aircraft Operations at Public Airports."
- Chapter 17.1 entitled "Small Plane Hangar Units and Tie-Down Spaces at Public Airports."
- Chapter 31.1 entitled "Aircraft Registration" of Title 19, Hawaii Administrative Rules, Department of Transportation, Subtitle 2, Airports Division.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

PERMITTEE: CIVIL AIR PATROL

By

Title:

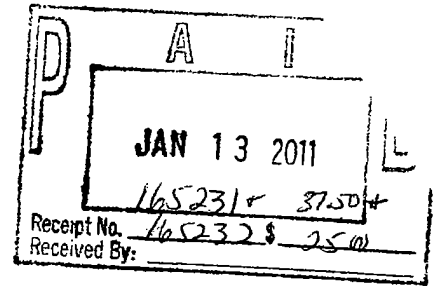
By

OFELIA M. OKIMOTO, Ph.D.
Director of Transportation

PARKING PERMIT NO. PP-10-0008

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

DILLINGHAM AIRFIELD



THIS AGREEMENT, made this 1st day of November, 2010, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: RICHARD B. & TAMY D. DELEON

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

2. LOCATION: PLAT SPACE NO. AIRCRAFT DESCRIPTION
45 ~~HDH-404-116~~ HDH-405-106 1982 SCHWEIZER 2-33 N-3622Z *

3. PURPOSE: PERSONAL - AIRCRAFT STORAGE

4. FEES: \$12.50 PER MONTH

5. SECURITY DEPOSIT: \$37.50

6. EFFECTIVE DATE: NOVEMBER 1, 2010

7. TERMS AND CONDITIONS:

*Tie down changed as noted as per discussion with MR. Bobby Ramos on 26 Oct 2010. Pen & Ink change approved by MR. Ramos this date.

RBA 26 Oct 10
RICHARD DELEON

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

PERMITTEE:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

RBA
Richard B. DeLeon


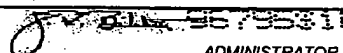

By [Signature]
Director of Transportation

Tamy DeLeon
Tamy D. DeLeon

Titles: Owners

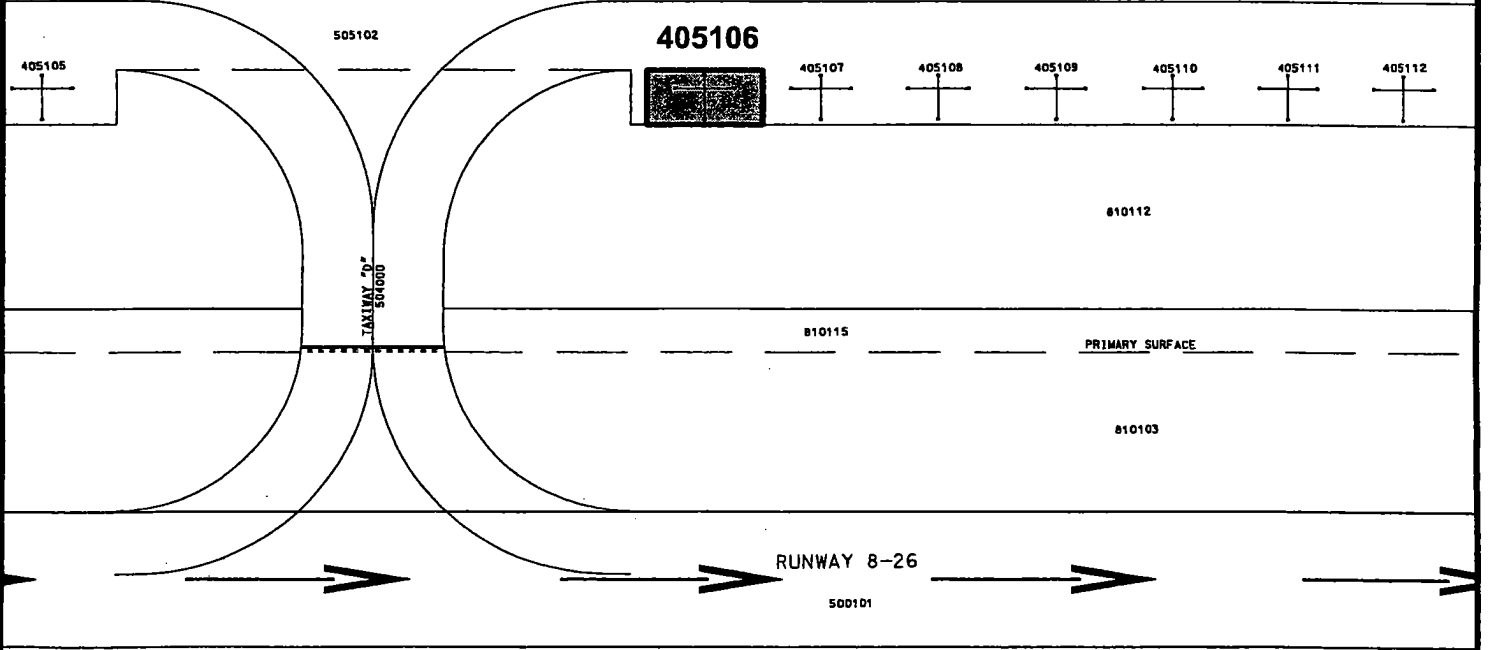
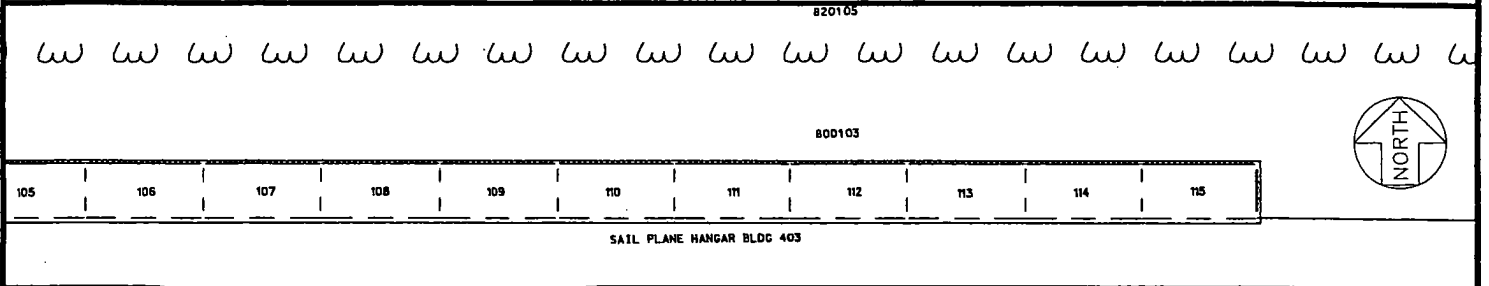
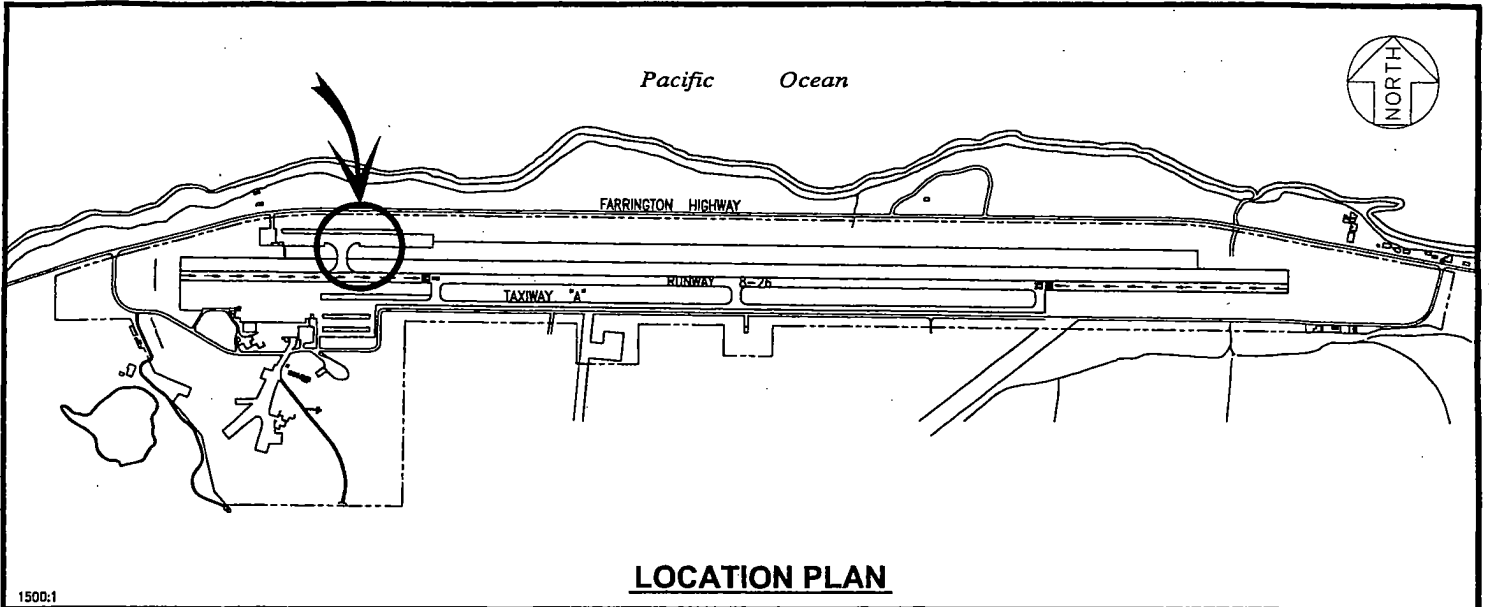
CO # 00001504

REGISTRATION NOT TRANSFERABLE

UNITES STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS N 3622Z	AIRCRAFT SERIAL NO. 575	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT SCHWEIZER SGS 2-33A		
ICAO Aircraft Address Code: 51013160		
I S S U E D T O	DELEON RICHARD B DELEON TAMY D  Co-owner	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
	It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.	
DATE OF ISSUE October 19, 2010	 ADMINISTRATOR	
EXPIRATION DATE October 31, 2013	 U.S. Department of Transportation Federal Aviation Administration	

AC Form 8050-3 (1/2010) Supersedes previous editions

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION STANDARD AIRWORTHINESS CERTIFICATE			
1 NATIONALITY AND REGISTRATION MARKS N3622Z	2 MANUFACTURER AND MODEL Schweizer, SGS 2-33A	3 AIRCRAFT SERIAL NUMBER 575	4 CATEGORY Glider, Class II
5 AUTHORITY AND BASIS FOR ISSUANCE This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein. Exceptions: NONE			
6 TERMS AND CONDITIONS Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.			
DATE OF ISSUANCE R-12-06-82	FAA REPRESENTATIVE Lance E Johnson	DESIGNATION NUMBER WP-HNL-FSDO	
Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.			
FAA Form 8100-2 (3-08)			



AREA/SPACE	SQ. FT.
405 106	1,890

SCALE: 1" = 100'

PP-10-0008	DATE : AUGUST 2008	EXHIBIT: A
Airports Division	RICHARD B. DELEON TAMY D. DELEON	TIE DOWN GENERAL AVIATION FACILITIES
		405106 PLAT A1

DILLINGHAM AIRFIELD

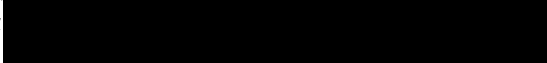
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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 5137

THIS AGREEMENT, made this 21st day of May, 1994, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: **Foss Air, Inc.**

2. ADDRESS: 

3. AIRPORT: **Dillingham Airfield**

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

**Building No. 401, Powered Aircraft Hangar,
Space No. 106, containing an area of 1,191 square
feet.**

5. PURPOSE(S): **Aircraft storage - Beechcraft B90 King Air/N-301DK**

6. RENTAL:

Monthly Rental: \$ 124.00

_____ \$ _____

_____ \$ _____

Total Monthly Rental: \$ 124.00

7. SECURITY DEPOSIT: **\$372.00**

8. EFFECTIVE DATE OF PERMIT: **MAY 1 1994**

9. LIQUIDATED DAMAGES: **\$24.80**

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:

See attached.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

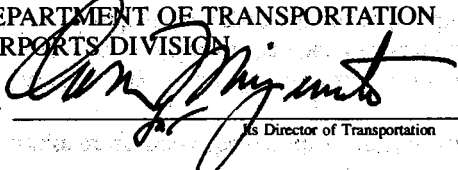
Approved by the Board at its meeting held on _____

BOARD OF LAND AND NATURAL RESOURCES

By _____
Chairman and Member of the Board

By _____
Member

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

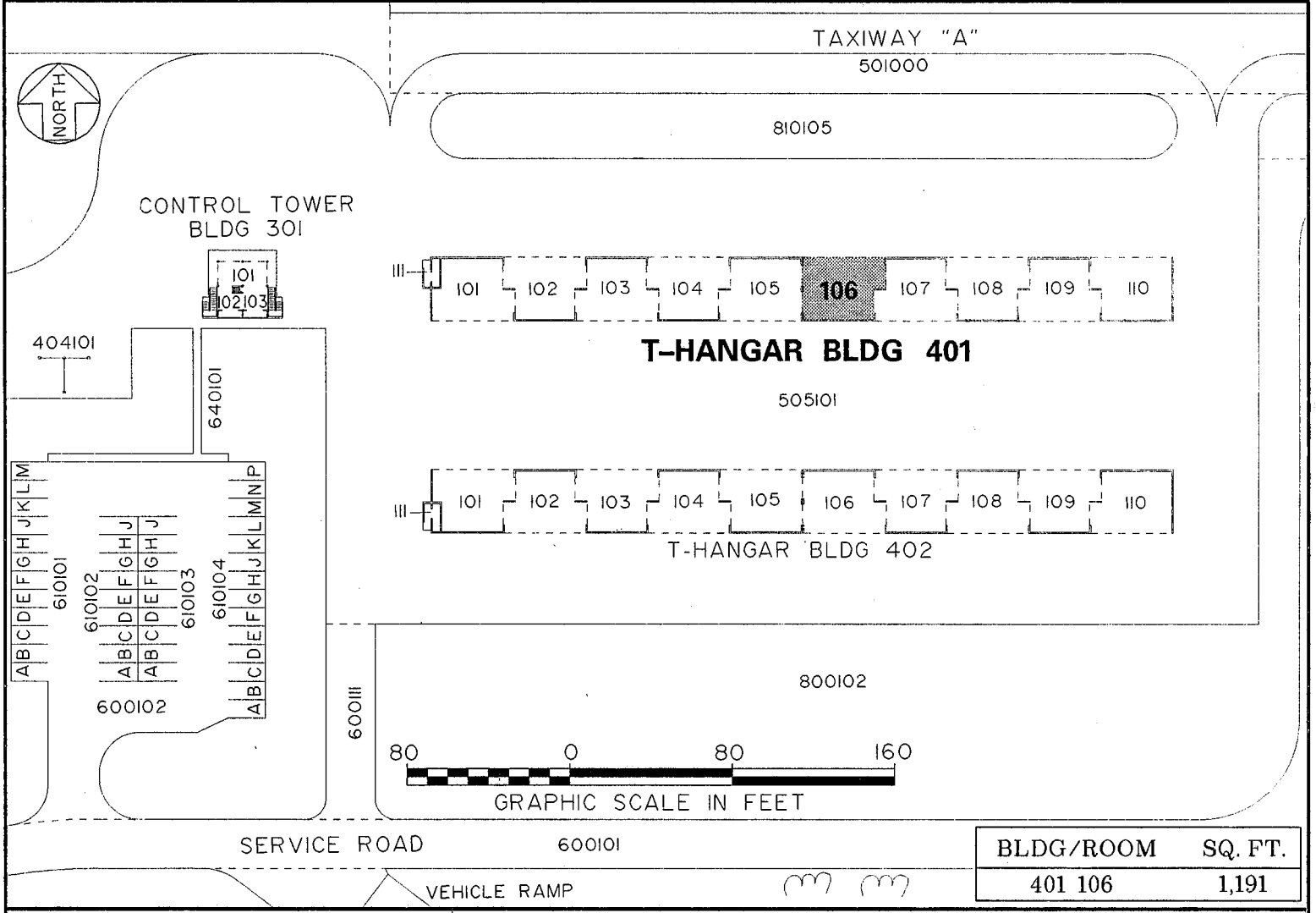
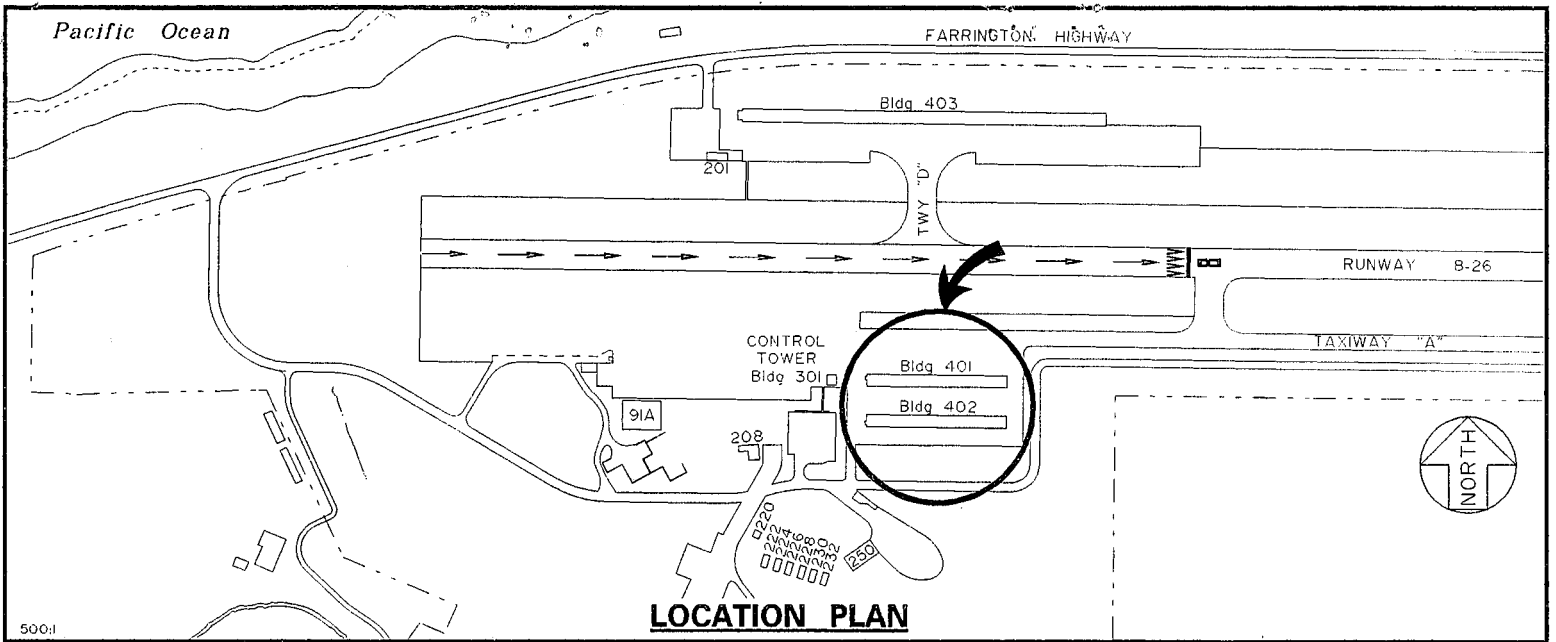
By 
Director of Transportation


PERMITTEE



Title: **PRESIDENT**

SI



R.P. NO. 5137	DATE: MARCH, 1994	EXHIBIT: A
 Airports Division	FOSS AIR, INC.	BLDG 401 T-HANGAR BUILDING 401106 PLAT B1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

DW/DOCS

Coded

REVOCABLE PERMIT NO. 6365/005018

THIS AGREEMENT, made this 18th day of May, 2004, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: **GROMACKI, ANA Z. & LOWRY, STEVEN D.**

2. ADDRESS: [REDACTED]

3. AIRPORT: **Dillingham Airfield**

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

Small Plane Hangar Unit No. 403-113, containing an area of 1,873 square feet.

5. PURPOSE(S): **Storage of Aircraft (I.C.A. – Brasov/N1052Y)**

6. RENTAL:

Monthly Rental	\$ <u>136.00</u>	
	\$ _____	
<u>Total Monthly Rental</u>		\$ <u>136.00</u>

7. SECURITY DEPOSIT: \$ 408.00

8. EFFECTIVE DATE OF PERMIT: MAY 1 2004

9. HOLD OVER TENANCY: \$ 9.07

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:
- a Chapter 13 entitled "Aircraft Operations at Public Airports."
 - b Chapter 17.1 entitled "Small Plane Hangar Units and Tie-Down Spaces at Public Airports."
 - c Chapter 31.1 entitled "Aircraft Registration" of Title 19, Hawaii Administrative Rules, Department of Transportation, Subtitle 2, Airports Division.
 - d Environmental Compliance – Permittee's Duties
 - e. Special Conditions for Dillingham Airfield

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

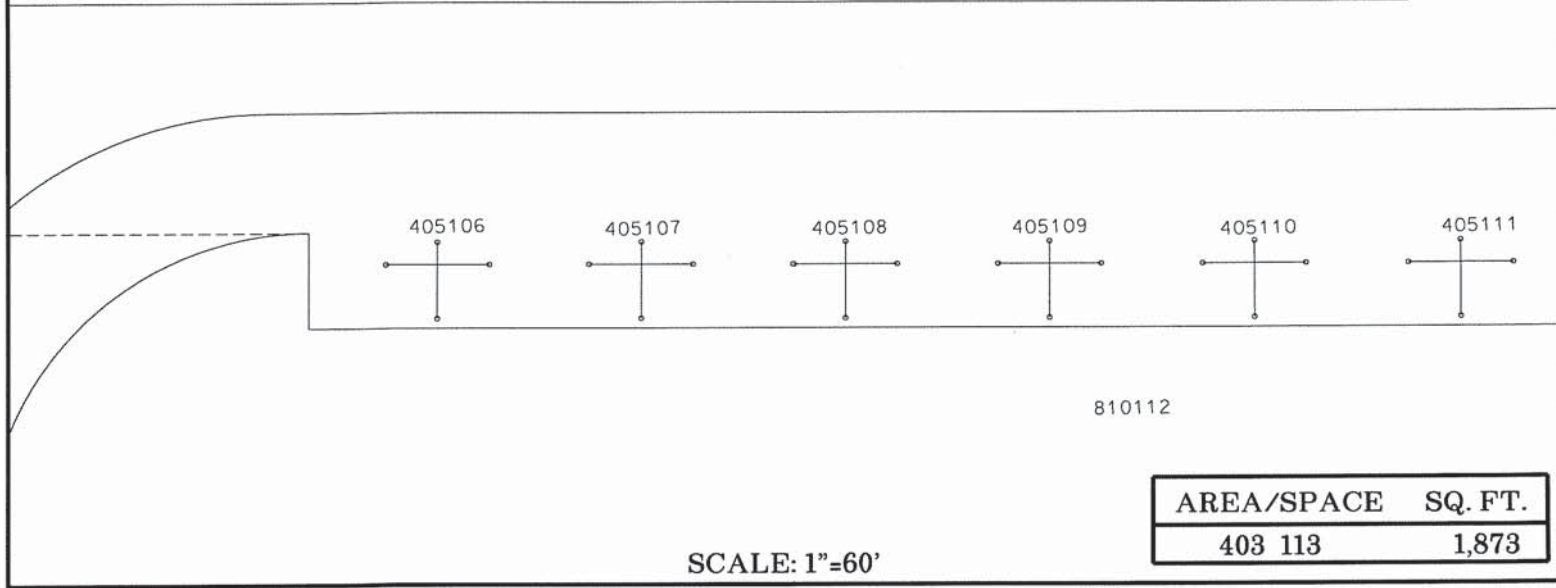
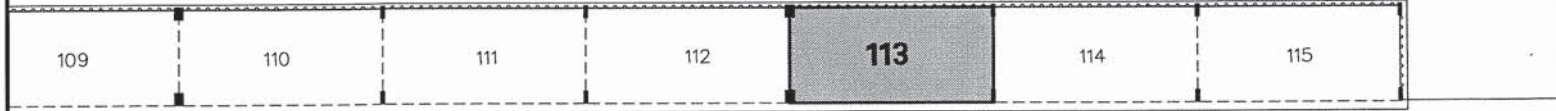
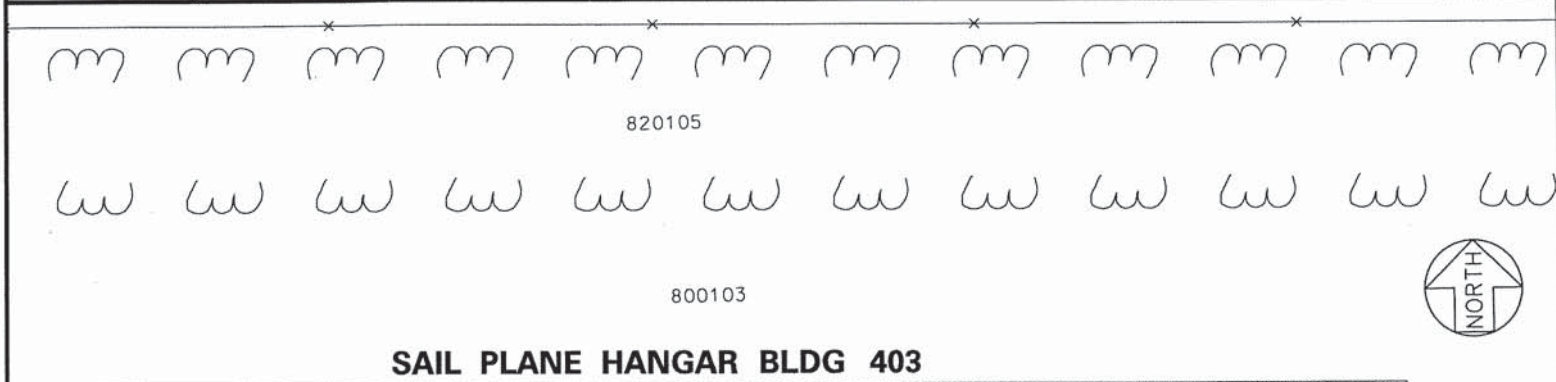
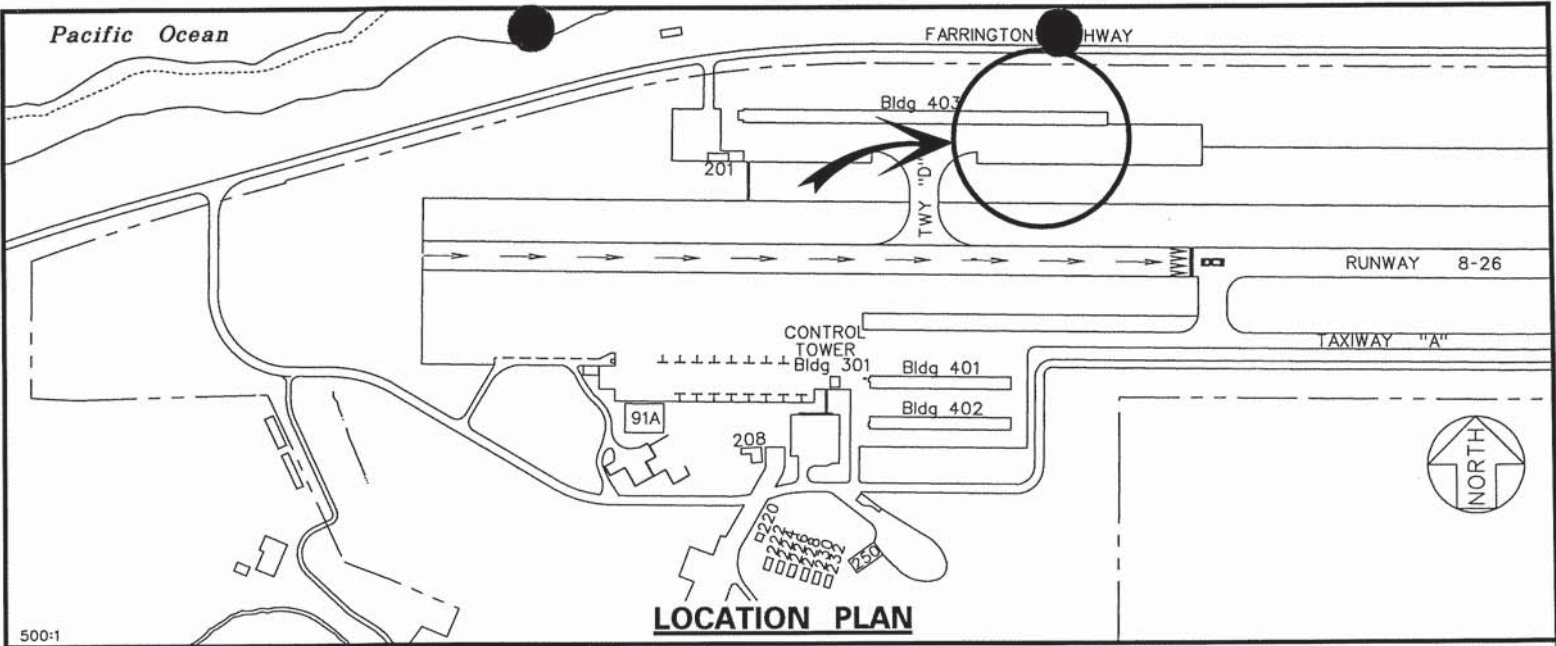
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
Its Airports Administrator

PERMITTEE:

By ana z Gromacki
GROMACKI, ANA Z.

By [Signature]
LOWRY, STEVEN D.



RP6365/005018 DATE: MAY 2004 EXHIBIT: **A**

<p>Airports Division</p>	GROMACKI, ANA Z. & LOWRY, STEVEN D.	BLDG 403 SAIL PLANE HANGAR AND TIE-DOWN AREA	403113 PLAT A1
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DILLINGHAM AIRFIELD

\\2112640\oahu_cad\
hdh projects\pm\403113.hdh

PARKING PERMIT NO. PP-05-0009/006490

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
DILLINGHAM AIRFIELD
~~HONOLULU INTERNATIONAL AIRPORT~~

Co. # 00000368

THIS AGREEMENT, made this 12th day of April, 2005 by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Hale O'lele Corp.

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

2. LOCATION: PLAT SPACE NOS.
B1 HDH-404-101 & -102 per attached Exhibit A

3. PURPOSE (System I.D.): Small aircraft parking.

4. FEES: \$76.00 per month (\$38/Tie-down x 2)

5. SECURITY DEPOSIT: \$228.00

6. EFFECTIVE DATE: April 01, 2005

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

PERMITTEE:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

BY [Signature]
President
Its

By [Signature]
Airports District Manager

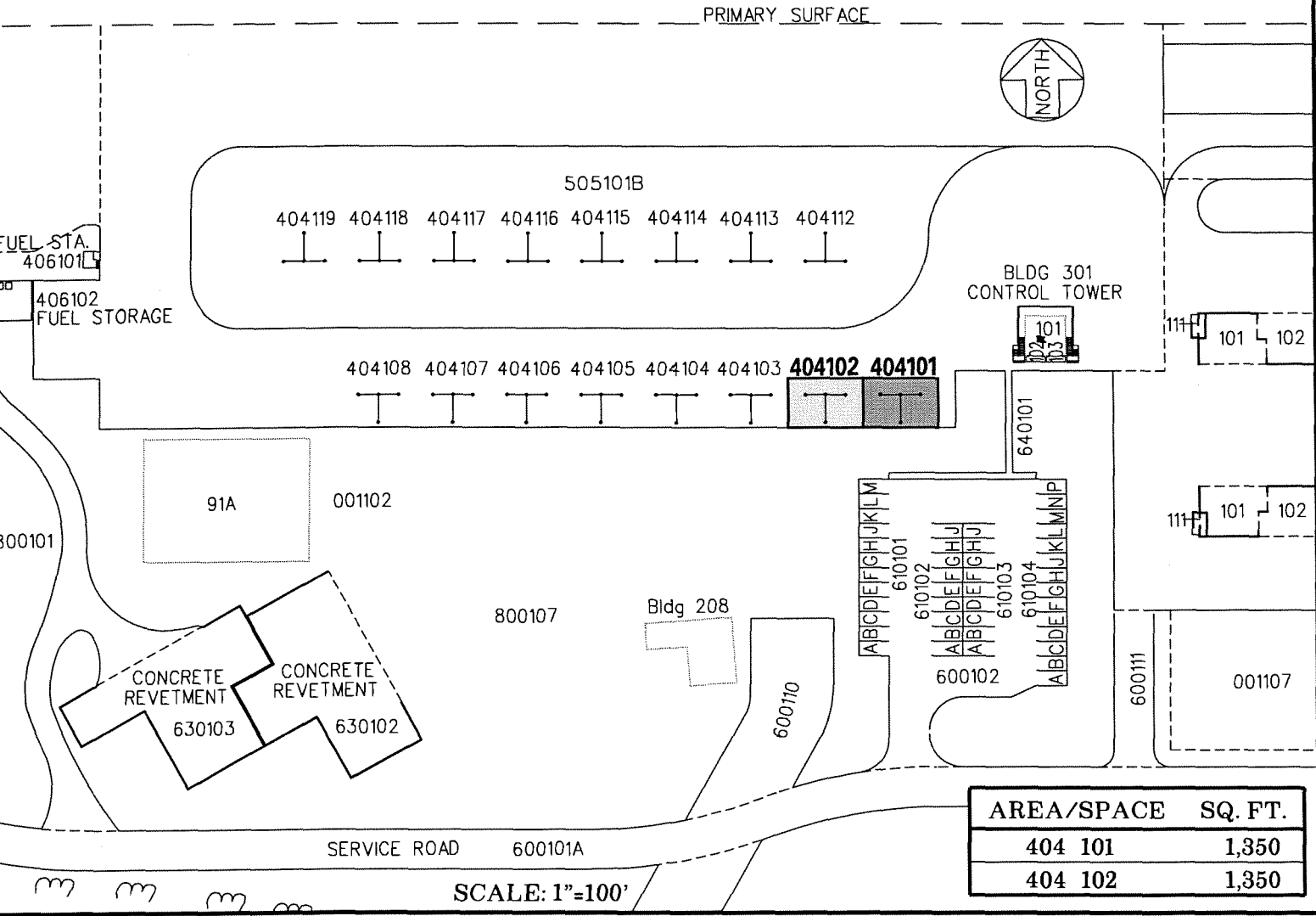
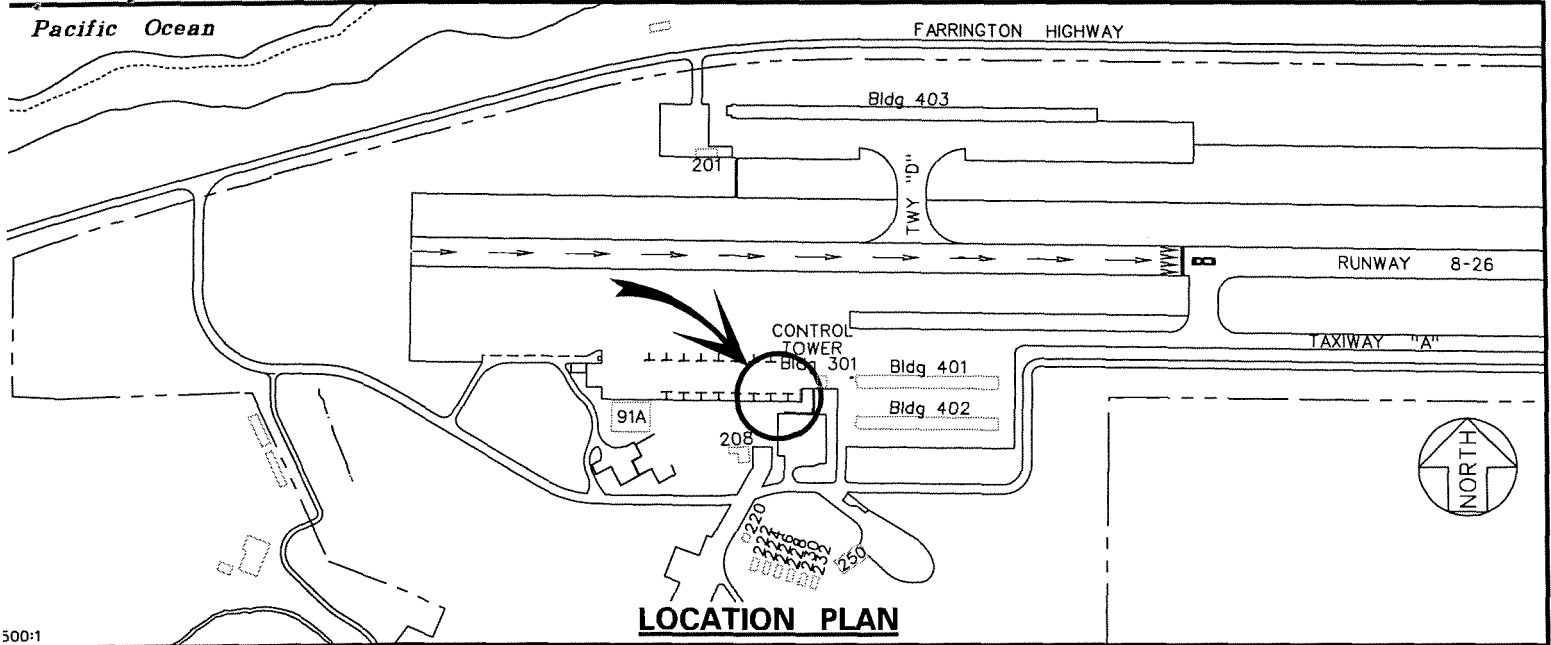
P A I D

APR 13 2005

50 Rent

RECEIPT NO. 34712/34715 \$ 304.00

RECEIVED BY: Paul A. Maas



PP-05-0009

DATE: APRIL 2005

EXHIBIT: **A**



HALE O'LELE CORP.

POWERED AIRCRAFT
TIE DOWN AREA

404101
404102
PLAT B1

DILLINGHAM AIRFIELD

\\d2112640\oahu_cad\hdh projects\pm\404102.hdh

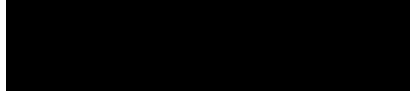
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 8828

THIS AGREEMENT, made this 6th day of February, 2019, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. **PERMITTEE:** HARRIS CORPORATION

2. **ADDRESS:**



3. **AIRPORT:** KAWAIHĀPAI AIRFIELD

4. **PREMISES AS SHOWN ON ATTACHED EXHIBIT A and B:**

Building/Room No. 301-104, containing approximately 41 square feet;
Building/Room No. 301-105, containing approximately 80 square feet;
Building/Room No. 301-106, containing approximately 6 square feet; and
Building/Room No. 301-302, containing approximately 4 square feet.

5. **PURPOSE(S):** ADS-B Radio Equipment to support U.S. Federal Aviation Administration Air Traffic Control Tower.

6. **RENTAL:**

Monthly Rental

\$ 70.00

Total Monthly Rental

\$ 70.00

7. **SECURITY DEPOSIT:** \$ 210.00, or Three (3) times the monthly rent in effect.

8. **EFFECTIVE DATE OF PERMIT:** FEBRUARY 1, 2019

9. **HOLDOVER TENANCY:** \$ 2.33

10. **SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:**

- Environmental Compliance – Permittee's Duties
- Special Conditions for Dillingham Airfield and Department of the Army Lease DACA84-1-09-135
- Permittee is fully aware that the Army Lease will expire on July 5, 2019, and there is no guarantee that the DEPARTMENT will either extend the term of the existing Army Lease or enter into a new lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

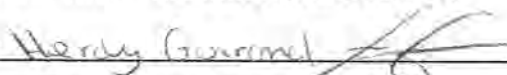
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

APPROVED BY THE BOARD OF LAND AND
NATURAL RESOURCES AT ITS MEETING HELD ON

By: 
ROSS M. HIGASHI
Deputy Director-Airports

12-14-18, Item M-6

PERMITTEE: HARRIS CORPORATION

By: 

Title: Subcontracts Manager

TERMS AND CONDITIONS

1. Term. This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic, unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew.

2. Termination. This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. Change in Rent. The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. Interest; Service Charge. Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. Acceptance of Rent not a Waiver. The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. Security Deposit. The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. Cost of Collection. The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. Waste, Strip and Nuisance, and Maintenance. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. Utilities and Other Charges. The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. Property Taxes. The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. Commercial General Liability Insurance. The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. Fire Insurance. The PERMITTEE shall procure immediately and keep in force with respect to the Premises a fire insurance policy for real property improvements in the amount determined by the DEPARTMENT whenever it is deemed necessary and specified in the special terms and conditions.

16. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

17. Indemnity. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

18. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

19. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

20. Improvements, Alterations or Additions. No substantial improvement, alteration or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits plans and specifications therefor to the DEPARTMENT for its approval and unless said plans and specifications are in fact approved in writing by the DEPARTMENT. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations. The DEPARTMENT may impose reasonable conditions on its approval.

Any improvements, alterations or additions shall be constructed at the sole cost and risk of the PERMITTEE and the DEPARTMENT shall not be responsible for any damage to or injury to persons or property arising from the construction, maintenance or use of any such improvements, alterations or additions. Once installed or constructed, no improvements, alterations or additions shall be removed except in accordance with the terms and conditions of this Permit (paragraph 22 herein).

21. Removal of Fixtures and Equipment. The PERMITTEE shall have the right at its own expense to remove any and all fixtures and equipment installed by it on the Premises, provided that (a) PERMITTEE shall give five (5) days' prior written notice of its intention to remove such fixtures and equipment, (b) the removal shall be completed during the time PERMITTEE occupies the Premises and at a time PERMITTEE is current in the payment of rent and is in compliance with all other obligations under the Permit, (c) the Premises are restored by PERMITTEE to a condition similar to what existed immediately prior to the installation thereof, reasonable wear and tear excepted. The PERMITTEE's failure to give such written notice shall be deemed to be a waiver of the right of removal and shall constitute an abandonment of such fixtures and equipment.

22. Option to Require Removal of Improvements, Additions, Alterations, Fixtures and Equipment. The DEPARTMENT, with respect to any improvements, additions, alterations, fixtures and equipment or any portions thereof constructed or installed on the Premises by PERMITTEE, reserves the right upon giving written notice within twenty (20) days after the date of termination of this Permit, to require PERMITTEE to remove the same at PERMITTEE's cost and risk, such removal to be completed within thirty (30) days after receipt of such notice. PERMITTEE shall restore the Premises to condition similar to what existed immediately prior to the construction or installation. If PERMITTEE shall fail to effect such removal and restoration within the specified time, the DEPARTMENT may effect such removal and restore the Premises to a condition similar to what existed immediately prior to the construction or installation by its own employees or independent contractor and assess the cost of such removal, disposition, and restoration to PERMITTEE.

23. Entry by DEPARTMENT. The DEPARTMENT or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of this permit or for any other proper purpose. The PERMITTEE shall not make any claim for damages or set off of rent or other charges by reason or on account of such entry.

24. Advertising Signs. The PERMITTEE may install and operate, at its own expense, such signs and advertising materials as shall be expressly approved by the DEPARTMENT as being of acceptable character on the basis of appearance, size, design, color, quality, number, location, content, and general conformity with the architectural character of the AIRPORT. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate or paint out any and all advertising signs, posters and similar devices placed by him on the Premises. If the PERMITTEE fails to carry out this requirement, the DEPARTMENT may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the DEPARTMENT.

25. Public Address System. The PERMITTEE shall permit the installation of the DEPARTMENT's public address system within the Premises and the reception within such Premises of public announcements, flight information and background music broadcast over such systems.

26. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, including but not limited to assuming possession of the Premises as provided in paragraph 32 or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

27. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that : (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

28. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

29. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

30. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

31. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

32. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

REVOCABLE PERMIT NO. 8828
SPECIAL TERMS AND CONDITIONS

1. ENVIRONMENTAL COMPLIANCE - PERMITTEE'S DUTIES

- A. Definitions. For purposes of this Permit, the PERMITTEE agrees and understands that the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency and of the State of Hawaii Department of Health.

"Hazardous Substance" shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, fuels of any kind, and other materials or substances that are regulated by state or federal authorities.

- B. PERMITTEE's Activities and Duties.

1. **Compliance with Environmental Laws.** The PERMITTEE agrees, at its sole expense and cost, to comply with all environmental laws that apply to the Premises during the term of this Permit, and the PERMITTEE's occupancy or use of, and activities on, the Premises. This duty shall survive the expiration or termination of this Permit which means that the PERMITTEE's duty to comply with environmental laws shall include complying with all environmental laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the PERMITTEE on the Premises after the expiration or termination of this Permit. Failure of the PERMITTEE to comply with any environmental laws shall constitute a breach of this Permit for which the DEPARTMENT shall be entitled, in its discretion, to terminate this Permit, exercise its remedies under this Permit, including remediating any condition on behalf of the PERMITTEE at the PERMITTEE's expense under Section B.5 and

Section B.7, and take any other action at law or in equity it deems appropriate.

2. **Hazardous Substances.** The PERMITTEE shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any hazardous substance, or allow the same by any third person, on the Premises without first obtaining the prior written consent of the DEPARTMENT and complying with all environmental laws, including giving all required notices, reporting to, and obtaining permits from all appropriate authorities, and complying with all provisions of this Permit.
3. **Notice to DEPARTMENT.** The PERMITTEE shall keep the Department fully informed at all times regarding all environmental law related matters affecting the PERMITTEE or the Premises. This duty shall include, without limiting the foregoing duty, providing the DEPARTMENT with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the Premises, and with evidence that the PERMITTEE has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required of or by federal, state, and county authorities under all environmental laws. This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in any way to the PERMITTEE by any federal, state, or county authority or any individual which relates in any way to any environmental law or any hazardous substance and the PERMITTEE or the Premises. This written notice to the DEPARTMENT shall include the PERMITTEE immediately providing the DEPARTMENT with copies of all written communications from individuals or state, county, and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the PERMITTEE. At least thirty days prior to termination of this Permit, or termination of the possession of the Premises by the PERMITTEE, whichever shall first occur, the PERMITTEE shall provide the DEPARTMENT with written evidence satisfactory to the DEPARTMENT that the PERMITTEE has fully complied with all environmental laws, including any orders issued by any governmental authority to the PERMITTEE that relate to the Premises.
4. **Notice to Authorities.** The PERMITTEE shall provide written notice to the State of Hawaii Department of Health at least thirty (30) days prior to the termination of this Permit, or thirty (30) days prior to the PERMITTEE's termination of possession of the Premises, whichever occurs first, the fact that the PERMITTEE intends to vacate the Premises and terminate its operations on those Premises. The PERMITTEE shall

allow the agents or representatives of said authority access to the Premises at any and all reasonable times for the purpose of inspecting the Premises and taking samples of any material for inspection or testing for compliance with any environmental laws. The PERMITTEE shall provide copies of said written notices to the DEPARTMENT at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the PERMITTEE's business, and for which the PERMITTEE has obtained all required authorizations from appropriate authorities including the prior written permission of the DEPARTMENT to have said substance on the Premises, the PERMITTEE shall cause any hazardous substances to be removed from the Premises for disposal. This duty shall include the transportation of said hazardous substances from the Premises solely by duly licensed hazardous substance transporters to duly licensed facilities for final disposal as required by all applicable environmental laws. The PERMITTEE shall provide the DEPARTMENT with copies of documentary proof, including manifests, receipts or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.

6. **Environmental Investigations and Assessments.** The PERMITTEE, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises to determine the presence of any hazardous substance on, in, or under the Premises as may be directed from time to time by the DEPARTMENT, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the DEPARTMENT or the federal or state authority directing said investigations and assessments to be conducted. The PERMITTEE shall retain a competent and qualified person or entity that is satisfactory to the DEPARTMENT or governmental authority, as the case may be, to conduct said investigations and assessments. The PERMITTEE shall direct said person or entity to provide the DEPARTMENT or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing, and provide directly to the State and the governmental authority at the sole expense of the PERMITTEE, written results of all tests on said samples upon completion of said testing.

In any event, the PERMITTEE shall be required to have environmental assessments conducted as aforesaid prior to, or at the time of, the PERMITTEE taking possession of the Premises and prior to, or at the time of, the termination of this Permit in order to determine the condition of the Premises. The DEPARTMENT may, in its sole discretion, waive this requirement; provided, however, that any such waiver shall be in writing.

7. **Remediation.** In the event that any hazardous substance is used, stored, treated, disposed on the Premises, handled, discharged, released, or determined to be present on the Premises, or to have migrated from the Premises, the PERMITTEE shall, at its sole expense and cost, remediate the Premises, or any location off the Premises to which it is determined that the hazardous substance has migrated, of any hazardous substances. Said duty to remediate includes the removal and disposal of said hazardous substances in accordance with Section B.5. This duty to remediate includes strictly complying with all environmental laws and directives to remediate said hazardous substances issued from the DEPARTMENT or any federal or state governmental authority charged with enforcing the environmental laws. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the DEPARTMENT and or any governmental authority, as the case may be. If the PERMITTEE has conducted an initial site assessment of the Premises which includes soil and ground water analyses for hazardous substances at the commencement of this Revocable Permit or the PERMITTEE's occupancy, whichever shall have first occurred, to the satisfaction of the DEPARTMENT, the PERMITTEE shall be responsible for remediation and restoration of the Premises to the extent it is necessary to remediate and restore the Premises to the condition of the premises and levels of contamination or hazardous substances that existed on the Premises at the commencement of the PERMITTEE's occupancy or term of this Permit, whichever shall have first occurred, as shown by said initial site assessment.

8. **Tanks, Pipelines; Inspections and Repairs.** All tanks, pipelines, containers or conduits of any kind that may at any time be used to contain, or may be intended to contain, hazardous substances of any type (hereinafter referred to as a "facility"), that the PERMITTEE intends to install on the permitted Premises, must be installed above ground level in such manner that allows for periodic inspection and maintenance of the facility for purposes of determining the existence of leaks and discharges from, and deterioration of any kind to, and that allows repair of, the facility. The PERMITTEE shall provide the DEPARTMENT with prior notice of the PERMITTEE's intent to install a facility to allow the DEPARTMENT ample time, as determined by the DEPARTMENT, to inspect such a facility. Unless and until each facility and its manner of installation are approved by the DEPARTMENT, said facility shall not be installed. Within ninety (90) days of the commencement of this Permit, or commencement of possession of the permitted Premises by the PERMITTEE, whichever first occurs, the PERMITTEE shall submit a contingency plan to control and remedy any spill, discharge or leak from any facility on the permitted Premises, which plan shall include the cleanup of all hazardous substances so spilled, discharged or leaked, all to the satisfaction of the DEPARTMENT. The PERMITTEE shall also

submit a plan for the PERMITTEE to conduct, or have conducted, regular inspections of all facilities on the permitted Premises for the purpose of prevention of any leak, discharge or spill from said facilities. Said contingency plan and inspection plan are subject to the approval of the DEPARTMENT. Failure to submit said plans, or to comply with said plans, constitutes a breach of this Permit, giving the DEPARTMENT the right to immediately terminate this Permit, and pursue the DEPARTMENT's remedies under this Permit, at law, or in equity.

9. **Restoration and Surrender of Premises.** The PERMITTEE hereby agrees to restore the Premises, at its sole cost and expense, including the soil, water and structures on, in, or under the Premises, to the same condition as the Premises existed at the commencement of this Permit, fair wear and tear to the structures excepted. In the event the PERMITTEE does not restore the Premises to the same condition as it existed at the commencement of this Permit, as determined by the DEPARTMENT, the PERMITTEE understands and agrees that the DEPARTMENT may exercise its rights under Section B.10, and until such time as the restoration is complete to the satisfaction of the DEPARTMENT, the PERMITTEE shall be liable for the Permit rent in the same manner and amount as if this Permit had continued in effect during the same period of restoration.
10. **DEPARTMENT's Right to Act.** In the event the PERMITTEE fails for any reason to comply with any of its duties under this Permit or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the DEPARTMENT, the DEPARTMENT shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. The PERMITTEE hereby grants access to the Premises at all reasonable hours to the DEPARTMENT, its agents and anyone designated by the DEPARTMENT in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the DEPARTMENT in performing said acts or duties shall be the sole responsibility of the PERMITTEE, and the PERMITTEE hereby agrees to pay for those costs and expenses, and indemnify the DEPARTMENT for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of the right to act, including litigation costs, attorneys fees, and the cost and fees for collection of said cost, expense or liability.
11. **Release and Indemnity.** The PERMITTEE hereby agrees to release the DEPARTMENT, its officers, employees, agents, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority

against the DEPARTMENT and/or the PERMITTEE, by reason of any hazardous substance that may be present by whatever means on, in or under the Premises. The PERMITTEE hereby agrees to indemnify, defend with counsel suitable to the DEPARTMENT, and hold harmless the DEPARTMENT from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the Premises, the ownership of the Premises, or this Permit, including the presence of any hazardous substance on the Premises. The PERMITTEE understands and agrees that any assessments, fines or penalties that may be assessed against the PERMITTEE or the DEPARTMENT by reason of any environmental law violation concerning the Premises, shall be paid, complied with, and in every way satisfied by the PERMITTEE, and not the DEPARTMENT.

12. **Insurance.** As part of the insurance requirements under Paragraph 14, of the general Terms and Conditions and effective at the commencement of this Permit, the insurance coverage the PERMITTEE obtains shall provide coverage for personal injury and damage to property caused by hazardous substances, or any occurrence that may constitute a violation of any environmental law by the PERMITTEE or the DEPARTMENT. The DEPARTMENT shall be named as additional insured.

REVOCABLE PERMIT NO. **8828**
SPECIAL CONDITIONS

Harris Corporation

KAWAIHĀPAI AIRFIELD

The Permittee understands and acknowledges that the Permit is subject to all applicable terms and conditions contained in Contract No. DACA84-01-09-135 dated July 6, 2009, Supplemental Agreement No. 1 dated November 28, 2012 and Supplemental Agreement No. 2 dated August 15, 2014, entered into between the United States of America, by its Secretary of the Army, and the State of Hawaii regarding the lease of the Dillingham Military Reservation ("Lease"). Compliance with the Lease includes, but is not limited to, non-use of the airfield by the Permittee because of the airfield's closure for military exercises. The Permittee agrees that it will not hold the State of Hawaii ("State") responsible for any damage or injury, including but not limited to any rebate of rent or compensation to the Permittee for any loss of revenue, occupancy, or quiet enjoyment during the time the airfield is closed; Permittee further agrees not to institute any action or suit at law or in equity against the State, nor institute or prosecute any claim for damage, injury, costs, or expenses arising out of or related to compliance with the Lease.

Harris Corporation
RP-8828
Kawaihāpai Airfield
Building/Room Nos:
301-104, 301-105, 301-106 & 301-302

The following are not attached (please refer to letter AIR-PM 19.0009, dated January 3, 2019):

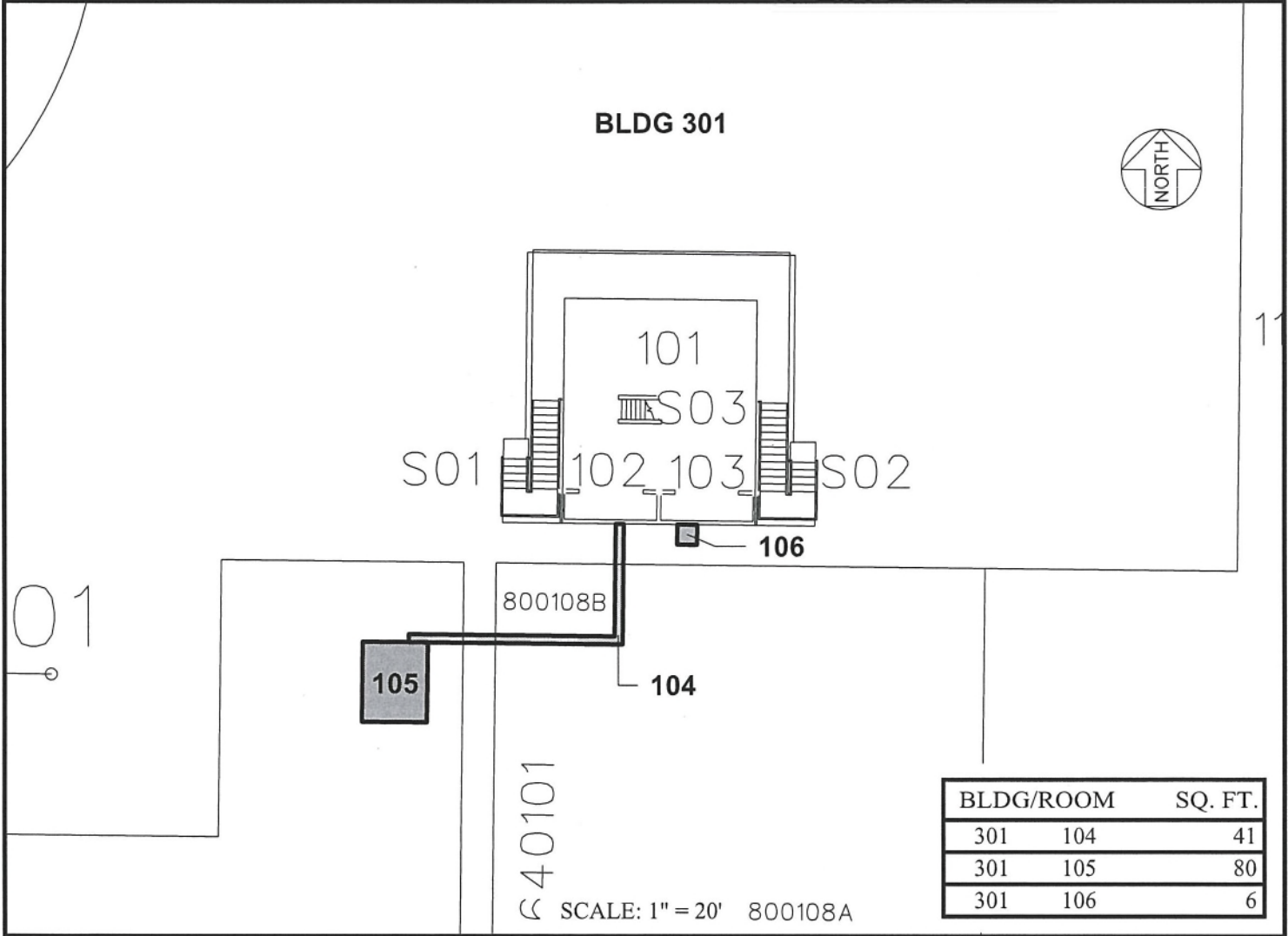
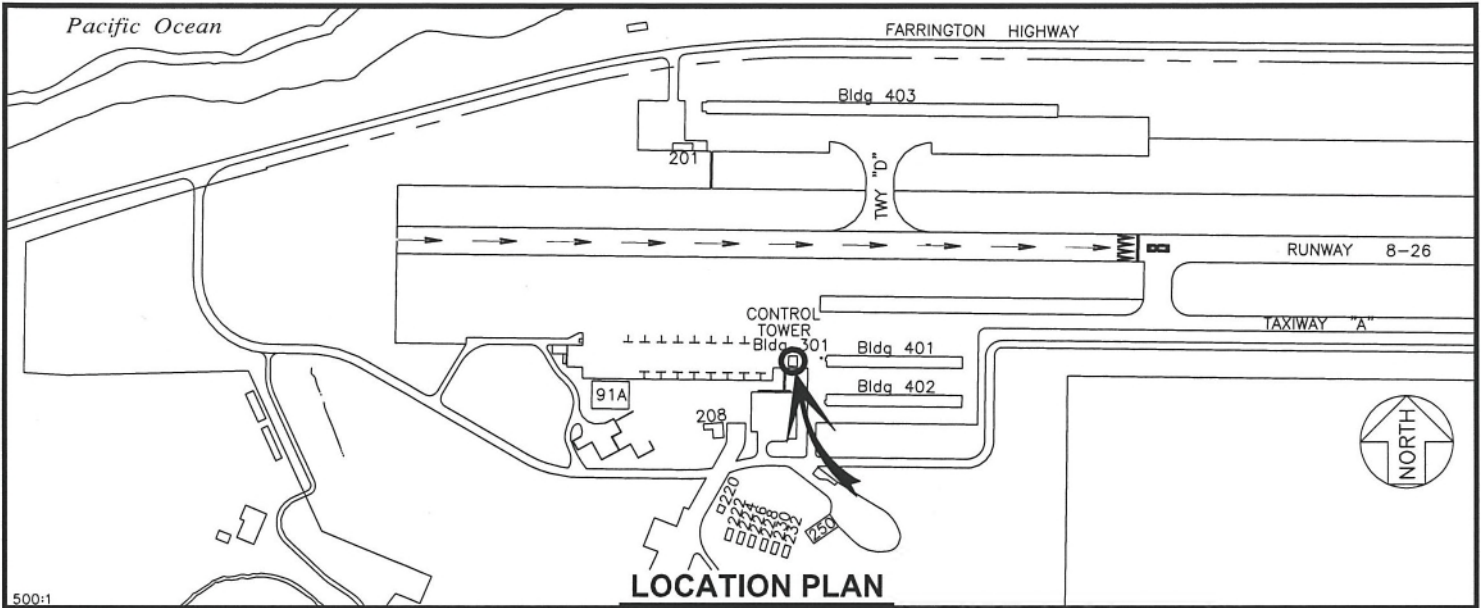
Dillingham Military Reservation Lease No. DACA84-01-09-135 dated July 6, 2009, together with:
Supplemental Agreement No. 1 - extend lease term to July 5, 2014
Supplemental Agreement No. 2 - extend lease term to July 5, 2015
Supplemental Agreement No. 3 - extend lease term to July 5, 2019

REVOCABLE PERMIT NO. **8828**
SPECIAL CONDITIONS


Harris Corporation

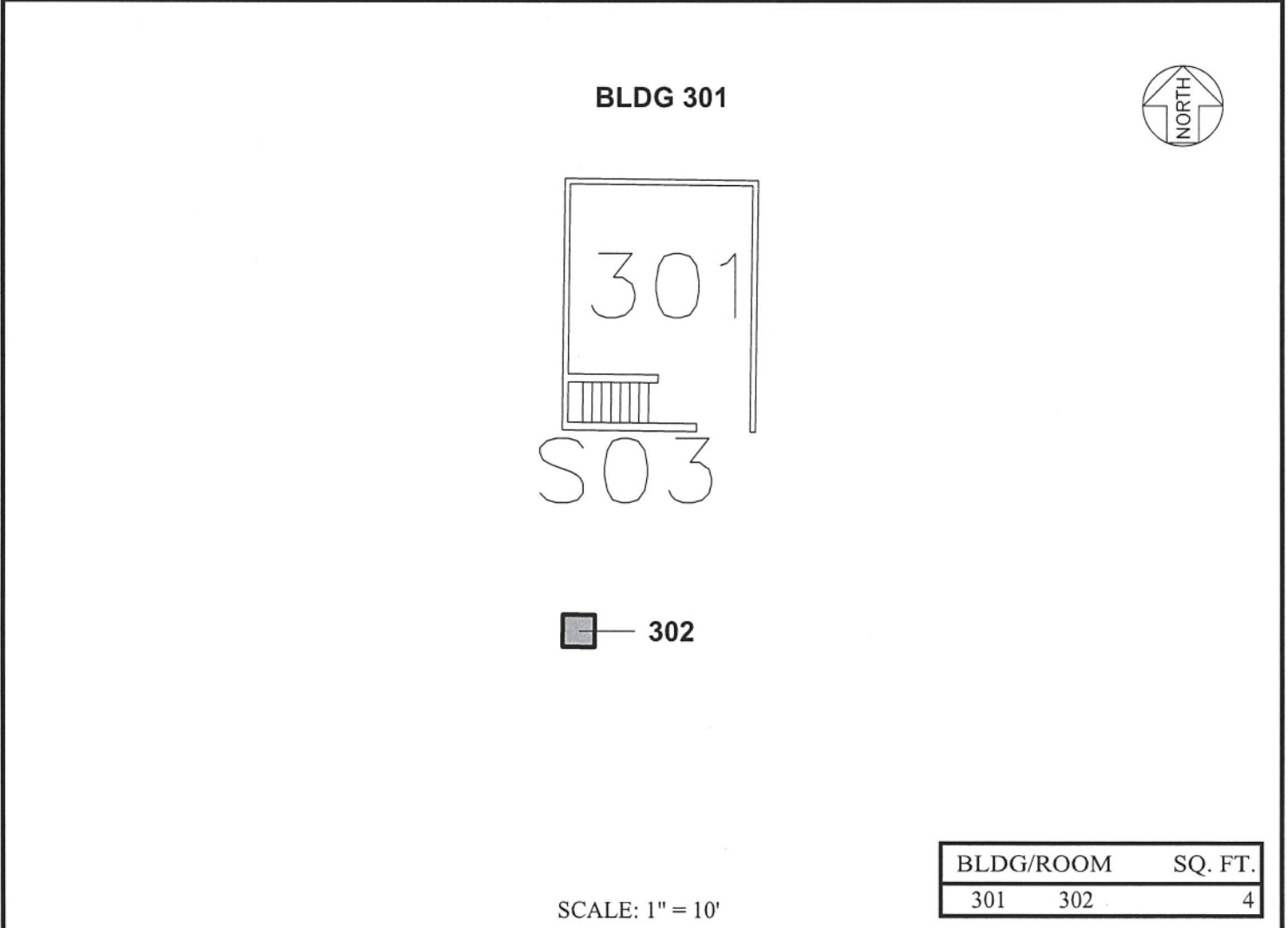
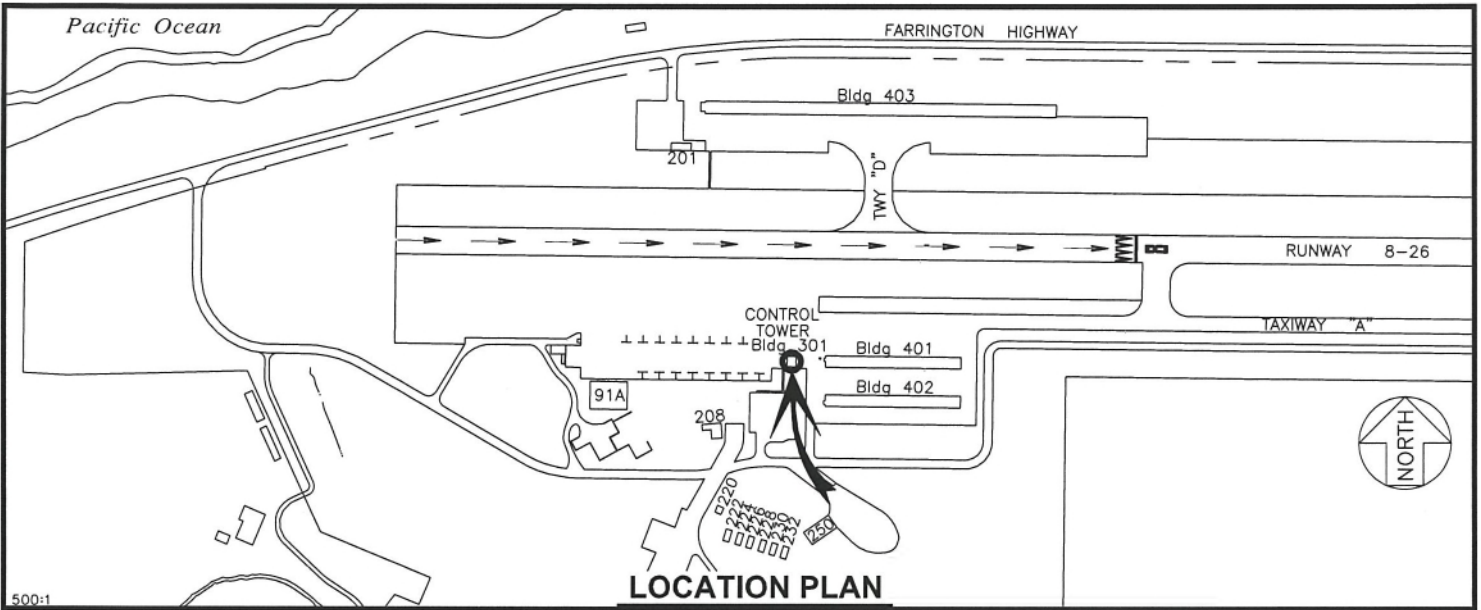
KAWAIHĀPAI AIRFIELD

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BLDG/ROOM	SQ. FT.
301 104	41
301 105	80
301 106	6

RP-8828	DATE : SEPTEMBER 2018	EXHIBIT: A	
 Airports Division	HARRIS CORPORATION	BUILDING 301 CONTROL TOWER GROUND LEVEL	301104 301105 301106



BLDG/ROOM	SQ. FT.
301 302	4

SCALE: 1" = 10'

RP-8828	DATE : SEPTEMBER 2018	EXHIBIT: B
 Airports Division	HARRIS CORPORATION	BUILDING 301 CONTROL TOWER THIRD LEVEL
		301302

PARKING PERMIT NO. PP-17-0013

STATE OF HI - DOT
AIRPORT DIVISION

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

2017 JUL 11 A 7:45

DILLINGHAM AIRFIELD

LAND DISTRICT
OFFICE SERVICES

THIS AGREEMENT, made this 6th day of September, 2017, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. **PERMITTEE:** HAWAII GLIDER AND SAILPLANE ACADEMY, LLC

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

E-MAIL: [REDACTED]

2. **LOCATION:** SPACE NO. AIRCRAFT DESCRIPTION
405-107 1984 GROB 103 TWIN II N-4601M

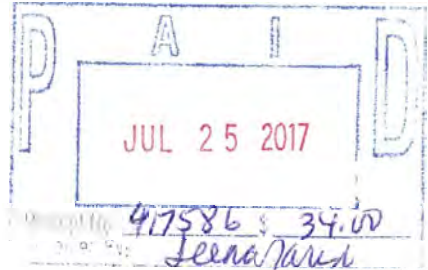
3. **PURPOSE** (System I.D.): AIRCRAFT PARKING

4. **FEES:** \$34.00 PER MONTH

5. **SECURITY DEPOSIT:** THREE (3) TIMES THE MONTHLY RENTAL IN EFFECT

6. **EFFECTIVE DATE:** SEPTEMBER 1, 2017

7. **TERMS AND CONDITIONS:** SEE ATTACHED



Approved by the Board at its meeting held on

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

08-25-17, Item M-5

By [Signature]
ROSS M. HIGASHI
Deputy Director - Airports

BOARD OF LAND AND NATURAL RESOURCES

PERMITTEE: HAWAII GLIDER AND SAILPLANE ACADEMY LLC

By [Signature]
SUZANNE D. CASE
Chairperson and Member of the Board

By: Yuko MATSUMOTO
Title: MEMBER

CO#00002483

**PARKING PERMIT
TERMS AND CONDITIONS**

1. **Term.** This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew or unless the Board of Land and Natural Resources shall fail to approve the renewal.

2. **Termination.** This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. **Change in Rent.** The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. **Payment of Rent.** Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. **Interest; Service Charge.** Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. **Acceptance of Rent not a Waiver.** The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. **Security Deposit.** The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. **Cost of Collection.** The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. **Equal Treatment.** The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. **Repairs.** The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. **Waste, Strip and Nuisance, and Maintenance.** The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. **Utilities and Other Charges.** The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. **Property Taxes.** The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. **Commercial General Liability Insurance.** The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. **PERMITTEE's Prior Inspection.** The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

16. **Indemnity.** The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

17. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

18. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

19. Purpose, Aircraft Ownership, and Airworthiness. This Permit is issued exclusively for the parking on the Premises of the aircraft identified herein, only for so long as the PERMITTEE maintains the same possessory interest in the aircraft as exists at the time this Permit is issued, and only for so long as the named aircraft remains airworthy. PERMITTEE may notify the DEPARTMENT in writing within five (5) days after any change in the identification of the assigned aircraft, or change in the identification of the registered owners or the name(s) of the lessee(s) of the aircraft, and request the issuance of a new Permit. In the event the aircraft becomes unairworthy, Permittee shall either immediately remove the aircraft from the Premises, or request a waiver, in writing, from the Director by specifying the nature of repair or maintenance needed to make it airworthy, and the estimated time such repair or maintenance will require. The issuance of a new Permit or waiver under the above described circumstances, and the terms and conditions of any permit or waiver are within the exclusive discretion of the DEPARTMENT.

20. Improvements, Alterations or Additions. No improvements, alterations or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE.

21. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, or the laws and regulations of the State of Hawaii including but not limited to assuming possession of the Premises, removal, temporarily disabling and/or impounding any aircraft, equipment or other property situated on the Premises, or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

22. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that : (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

23. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

24. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

25. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

26. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises, and the Airport.

27. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the air- craft when operated.
NATIONALITY AND REGISTRATION MARKS N 4601M	AIRCRAFT SERIAL NO. 3831	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT BURKHART GROB G 103 TWIN II		
ICAO Aircraft Address Code: 51316042		
I S S U E D T O	HAWAII GLIDER AND SAILPLANE ACADEMY LLC <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div> <p style="text-align: center;">Corporation</p>	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE August 23, 2016 EXPIRATION DATE August 31, 2019	9873431847 ADMINISTRATOR	U.S. Department of Transportation Federal Aviation Administration

AC Form 8050-3 (10/2010) Supersedes previous editions

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS N4601M	2 MANUFACTURER AND MODEL Burkhart Grob Twin II	3 AIRCRAFT SERIAL NUMBER 3831	4 CATEGORY Glider
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5 AUTHORITY AND BASIS FOR ISSUANCE

This airworthiness certificate is issued pursuant to 49 U.S.C. § 44704 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein.

Exceptions:

NONE

6 TERMS AND CONDITIONS

Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the FAA, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.

DATE OF ISSUANCE 01-19-1984	FAA REPRESENTATIVE Timothy J. Cislo	DESIGNATION NUMBER WP-FSDO-13
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Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years or both.

CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

AC Form 8100-2 (04-11) Supersedes Previous Edition

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 8656

THIS AGREEMENT, made this 6th day of October, 2017, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. **PERMITTEE:** HAWAII GLIDER AND SAILPLANE ACADEMY, LLC

2. **ADDRESS:** [REDACTED]

3. **AIRPORT:** KAWAIHAPAI AIRFIELD (DILLINGHAM AIRFIELD)

4. **PREMISES AS SHOWN ON ATTACHED EXHIBIT:**

Sailplane Hangar Unit No. 403-109, containing an area of approximately 1,881 square feet

5. **PURPOSE(S):** Aircraft Storage – 1986 Burkhart Grob G-103, Twin II Acro, Tail No. N-103SH

6. **RENTAL:**

Monthly Rental \$ 657.00
\$ _____
\$ _____

Total Monthly Rental \$ 657.00

7. **SECURITY DEPOSIT:** \$ 1,971.00, or three (3) times the monthly rental in effect

8. **EFFECTIVE DATE OF PERMIT:** SEPTEMBER 1, 2017

9. **HOLD OVER TENANCY:** \$ 21.90

10. **SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:**

- a. Environmental Compliance – Permittee's Duties
- b. Special Conditions for Dillingham Airfield and Department of the Army Lease DACA84-1-09-135
- c. Chapter 13 entitled "Aircraft Operations at Public Airports."
- d. Chapter 17.1 entitled "Small Plane Hangar Units and Tie-Down Spaces at Public Airports."
- e. Chapter 31.1 entitled "Aircraft Registration" of Title 19, Hawaii Administrative Rules, Department of Transportation, Subtitle 2, Airports Division.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on
08/25/17, Item M-6

BOARD OF LAND AND NATURAL RESOURCES

By [Signature]
SUZANNE B. CASE
Chairperson and Member of the Board

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
ROSS M. HIGASHI
Deputy Director-Airports

PERMITTEE: HAWAII GLIDER AND SAILPLANE
ACADEMY, LLC

By: [Signature]
Title: Member

TERMS AND CONDITIONS

1. Term. This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic, unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew.

2. Termination. This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. Change in Rent. The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. Interest; Service Charge. Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. Acceptance of Rent not a Waiver. The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. Security Deposit. The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. Cost of Collection. The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. Waste, Strip and Nuisance, and Maintenance. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. Utilities and Other Charges. The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. Property Taxes. The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. Commercial General Liability Insurance. The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. Fire Insurance. The PERMITTEE shall procure immediately and keep in force with respect to the Premises a fire insurance policy for real property improvements in the amount determined by the DEPARTMENT whenever it is deemed necessary and specified in the special terms and conditions.

16. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

17. Indemnity. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

18. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

19. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

20. Improvements, Alterations or Additions. No substantial improvement, alteration or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits plans and specifications therefor to the DEPARTMENT for its approval and unless said plans and specifications are in fact approved in writing by the DEPARTMENT. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations. The DEPARTMENT may impose reasonable conditions on its approval.

Any improvements, alterations or additions shall be constructed at the sole cost and risk of the PERMITTEE and the DEPARTMENT shall not be responsible for any damage to or injury to persons or property arising from the construction, maintenance or use of any such improvements, alterations or additions. Once installed or constructed, no improvements, alterations or additions shall be removed except in accordance with the terms and conditions of this Permit (paragraph 22 herein).

21. Removal of Fixtures and Equipment. The PERMITTEE shall have the right at its own expense to remove any and all fixtures and equipment installed by it on the Premises, provided that (a) PERMITTEE shall give five (5) days' prior written notice of its intention to remove such fixtures and equipment, (b) the removal shall be completed during the time PERMITTEE occupies the Premises and at a time PERMITTEE is current in the payment of rent and is in compliance with all other obligations under the Permit, (c) the Premises are restored by PERMITTEE to a condition similar to what existed immediately prior to the installation thereof, reasonable wear and tear excepted. The PERMITTEE's failure to give such written notice shall be deemed to be a waiver of the right of removal and shall constitute an abandonment of such fixtures and equipment.

22. Option to Require Removal of Improvements, Additions, Alterations, Fixtures and Equipment. The DEPARTMENT, with respect to any improvements, additions, alterations, fixtures and equipment or any portions thereof constructed or installed on the Premises by PERMITTEE, reserves the right upon giving written notice within twenty (20) days after the date of termination of this Permit, to require PERMITTEE to remove the same at PERMITTEE's cost and risk, such removal to be completed within thirty (30) days after receipt of such notice. PERMITTEE shall restore the Premises to condition similar to what existed immediately prior to the construction or installation. If PERMITTEE shall fail to effect such removal and restoration within the specified time, the DEPARTMENT may effect such removal and restore the Premises to a condition similar to what existed immediately prior to the construction or installation by its own employees or independent contractor and assess the cost of such removal, disposition, and restoration to PERMITTEE.

23. Entry by DEPARTMENT. The DEPARTMENT or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of this permit or for any other proper purpose. The PERMITTEE shall not make any claim for damages or set off of rent or other charges by reason or on account of such entry.

24. Advertising Signs. The PERMITTEE may install and operate, at its own expense, such signs and advertising materials as shall be expressly approved by the DEPARTMENT as being of acceptable character on the basis of appearance, size, design, color, quality, number, location, content, and general conformity with the architectural character of the AIRPORT. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate or paint out any and all advertising signs, posters and similar devices placed by him on the Premises. If the PERMITTEE fails to carry out this requirement, the DEPARTMENT may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the DEPARTMENT.

25. Public Address System. The PERMITTEE shall permit the installation of the DEPARTMENT's public address system within the Premises and the reception within such Premises of public announcements, flight information and background music broadcast over such systems.

26. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, including but not limited to assuming possession of the Premises as provided in paragraph 32 or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

27. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that : (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

28. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

29. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

30. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

31. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

32. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

REVOCABLE PERMIT NO. 8656
SPECIAL TERMS AND CONDITIONS

1. ENVIRONMENTAL COMPLIANCE - PERMITTEE'S DUTIES

- A. Definitions. For purposes of this Permit, the PERMITTEE agrees and understands that the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency and of the State of Hawaii Department of Health.

"Hazardous Substance" shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, fuels of any kind, and other materials or substances that are regulated by state or federal authorities.

- B. PERMITTEE's Activities and Duties.

1. **Compliance with Environmental Laws.** The PERMITTEE agrees, at its sole expense and cost, to comply with all environmental laws that apply to the Premises during the term of this Permit, and the PERMITTEE's occupancy or use of, and activities on, the Premises. This duty shall survive the expiration or termination of this Permit which means that the PERMITTEE's duty to comply with environmental laws shall include complying with all environmental laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the PERMITTEE on the Premises after the expiration or termination of this Permit. Failure of the PERMITTEE to comply with any environmental laws shall constitute a breach of this Permit for which the DEPARTMENT shall be entitled, in its discretion, to terminate this Permit, exercise its remedies under this Permit, including remediating any condition on behalf of the PERMITTEE at the PERMITTEE's expense under Section B.5 and

Section B.7, and take any other action at law or in equity it deems appropriate.

2. **Hazardous Substances.** The PERMITTEE shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any hazardous substance, or allow the same by any third person, on the Premises without first obtaining the prior written consent of the DEPARTMENT and complying with all environmental laws, including giving all required notices, reporting to, and obtaining permits from all appropriate authorities, and complying with all provisions of this Permit.
3. **Notice to DEPARTMENT.** The PERMITTEE shall keep the Department fully informed at all times regarding all environmental law related matters affecting the PERMITTEE or the Premises. This duty shall include, without limiting the foregoing duty, providing the DEPARTMENT with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the Premises, and with evidence that the PERMITTEE has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required of or by federal, state, and county authorities under all environmental laws. This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in any way to the PERMITTEE by any federal, state, or county authority or any individual which relates in any way to any environmental law or any hazardous substance and the PERMITTEE or the Premises. This written notice to the DEPARTMENT shall include the PERMITTEE immediately providing the DEPARTMENT with copies of all written communications from individuals or state, county, and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the PERMITTEE. At least thirty days prior to termination of this Permit, or termination of the possession of the Premises by the PERMITTEE, whichever shall first occur, the PERMITTEE shall provide the DEPARTMENT with written evidence satisfactory to the DEPARTMENT that the PERMITTEE has fully complied with all environmental laws, including any orders issued by any governmental authority to the PERMITTEE that relate to the Premises.
4. **Notice to Authorities.** The PERMITTEE shall provide written notice to the State of Hawaii Department of Health at least thirty (30) days prior to the termination of this Permit, or thirty (30) days prior to the PERMITTEE's termination of possession of the Premises, whichever occurs first, the fact that the PERMITTEE intends to vacate the Premises and terminate its operations on those Premises. The PERMITTEE shall

allow the agents or representatives of said authority access to the Premises at any and all reasonable times for the purpose of inspecting the Premises and taking samples of any material for inspection or testing for compliance with any environmental laws. The PERMITTEE shall provide copies of said written notices to the DEPARTMENT at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the PERMITTEE's business, and for which the PERMITTEE has obtained all required authorizations from appropriate authorities including the prior written permission of the DEPARTMENT to have said substance on the Premises, the PERMITTEE shall cause any hazardous substances to be removed from the Premises for disposal. This duty shall include the transportation of said hazardous substances from the Premises solely by duly licensed hazardous substance transporters to duly licensed facilities for final disposal as required by all applicable environmental laws. The PERMITTEE shall provide the DEPARTMENT with copies of documentary proof, including manifests, receipts or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.
6. **Environmental Investigations and Assessments.** The PERMITTEE, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises to determine the presence of any hazardous substance on, in, or under the Premises as may be directed from time to time by the DEPARTMENT, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the DEPARTMENT or the federal or state authority directing said investigations and assessments to be conducted. The PERMITTEE shall retain a competent and qualified person or entity that is satisfactory to the DEPARTMENT or governmental authority, as the case may be, to conduct said investigations and assessments. The PERMITTEE shall direct said person or entity to provide the DEPARTMENT or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing, and provide directly to the State and the governmental authority at the sole expense of the PERMITTEE, written results of all tests on said samples upon completion of said testing.

In any event, the PERMITTEE shall be required to have environmental assessments conducted as aforesaid prior to, or at the time of, the PERMITTEE taking possession of the Premises and prior to, or at the time of, the termination of this Permit in order to determine the condition of the Premises. The DEPARTMENT may, in its sole discretion, waive this requirement; provided, however, that any such waiver shall be in writing.

7. **Remediation.** In the event that any hazardous substance is used, stored, treated, disposed on the Premises, handled, discharged, released, or determined to be present on the Premises, or to have migrated from the Premises, the PERMITTEE shall, at its sole expense and cost, remediate the Premises, or any location off the Premises to which it is determined that the hazardous substance has migrated, of any hazardous substances. Said duty to remediate includes the removal and disposal of said hazardous substances in accordance with Section B.5. This duty to remediate includes strictly complying with all environmental laws and directives to remediate said hazardous substances issued from the DEPARTMENT or any federal or state governmental authority charged with enforcing the environmental laws. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the DEPARTMENT and or any governmental authority, as the case may be. If the PERMITTEE has conducted an initial site assessment of the Premises which includes soil and ground water analyses for hazardous substances at the commencement of this Revocable Permit or the PERMITTEE's occupancy, whichever shall have first occurred, to the satisfaction of the DEPARTMENT, the PERMITTEE shall be responsible for remediation and restoration of the Premises to the extent it is necessary to remediate and restore the Premises to the condition of the premises and levels of contamination or hazardous substances that existed on the Premises at the commencement of the PERMITTEE's occupancy or term of this Permit, whichever shall have first occurred, as shown by said initial site assessment.

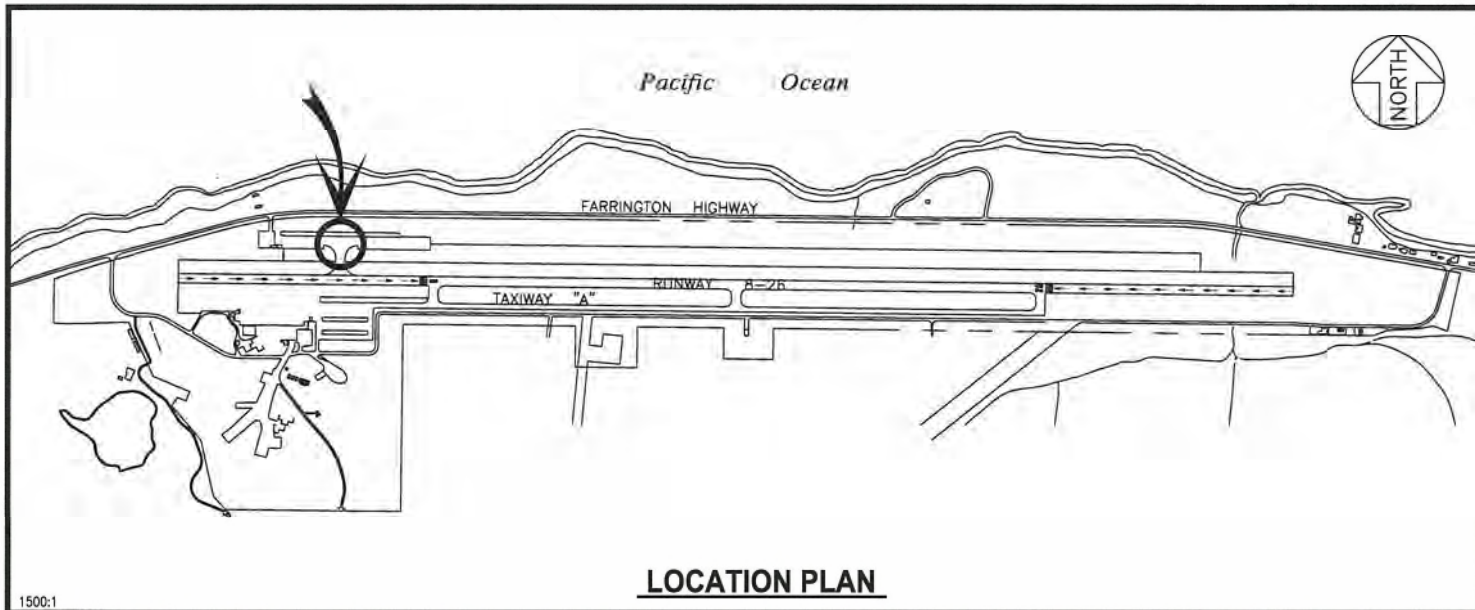
8. **Tanks, Pipelines; Inspections and Repairs.** All tanks, pipelines, containers or conduits of any kind that may at any time be used to contain, or may be intended to contain, hazardous substances of any type (hereinafter referred to as a "facility"), that the PERMITTEE intends to install on the permitted Premises, must be installed above ground level in such manner that allows for periodic inspection and maintenance of the facility for purposes of determining the existence of leaks and discharges from, and deterioration of any kind to, and that allows repair of, the facility. The PERMITTEE shall provide the DEPARTMENT with prior notice of the PERMITTEE's intent to install a facility to allow the DEPARTMENT ample time, as determined by the DEPARTMENT, to inspect such a facility. Unless and until each facility and its manner of installation are approved by the DEPARTMENT, said facility shall not be installed. Within ninety (90) days of the commencement of this Permit, or commencement of possession of the permitted Premises by the PERMITTEE, whichever first occurs, the PERMITTEE shall submit a contingency plan to control and remedy any spill, discharge or leak from any facility on the permitted Premises, which plan shall include the cleanup of all hazardous substances so spilled, discharged or leaked, all to the satisfaction of the DEPARTMENT. The PERMITTEE shall also

submit a plan for the PERMITTEE to conduct, or have conducted, regular inspections of all facilities on the permitted Premises for the purpose of prevention of any leak, discharge or spill from said facilities. Said contingency plan and inspection plan are subject to the approval of the DEPARTMENT. Failure to submit said plans, or to comply with said plans, constitutes a breach of this Permit, giving the DEPARTMENT the right to immediately terminate this Permit, and pursue the DEPARTMENT's remedies under this Permit, at law, or in equity.

9. **Restoration and Surrender of Premises.** The PERMITTEE hereby agrees to restore the Premises, at its sole cost and expense, including the soil, water and structures on, in, or under the Premises, to the same condition as the Premises existed at the commencement of this Permit, fair wear and tear to the structures excepted. In the event the PERMITTEE does not restore the Premises to the same condition as it existed at the commencement of this Permit, as determined by the DEPARTMENT, the PERMITTEE understands and agrees that the DEPARTMENT may exercise its rights under Section B.10, and until such time as the restoration is complete to the satisfaction of the DEPARTMENT, the PERMITTEE shall be liable for the Permit rent in the same manner and amount as if this Permit had continued in effect during the same period of restoration.
10. **DEPARTMENT's Right to Act.** In the event the PERMITTEE fails for any reason to comply with any of its duties under this Permit or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the DEPARTMENT, the DEPARTMENT shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. The PERMITTEE hereby grants access to the Premises at all reasonable hours to the DEPARTMENT, its agents and anyone designated by the DEPARTMENT in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the DEPARTMENT in performing said acts or duties shall be the sole responsibility of the PERMITTEE, and the PERMITTEE hereby agrees to pay for those costs and expenses, and indemnify the DEPARTMENT for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of the right to act, including litigation costs, attorneys fees, and the cost and fees for collection of said cost, expense or liability.
11. **Release and Indemnity.** The PERMITTEE hereby agrees to release the DEPARTMENT, its officers, employees, agents, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority

against the DEPARTMENT and/or the PERMITTEE, by reason of any hazardous substance that may be present by whatever means on, in or under the Premises. The PERMITTEE hereby agrees to indemnify, defend with counsel suitable to the DEPARTMENT, and hold harmless the DEPARTMENT from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the Premises, the ownership of the Premises, or this Permit, including the presence of any hazardous substance on the Premises. The PERMITTEE understands and agrees that any assessments, fines or penalties that may be assessed against the PERMITTEE or the DEPARTMENT by reason of any environmental law violation concerning the Premises, shall be paid, complied with, and in every way satisfied by the PERMITTEE, and not the DEPARTMENT.

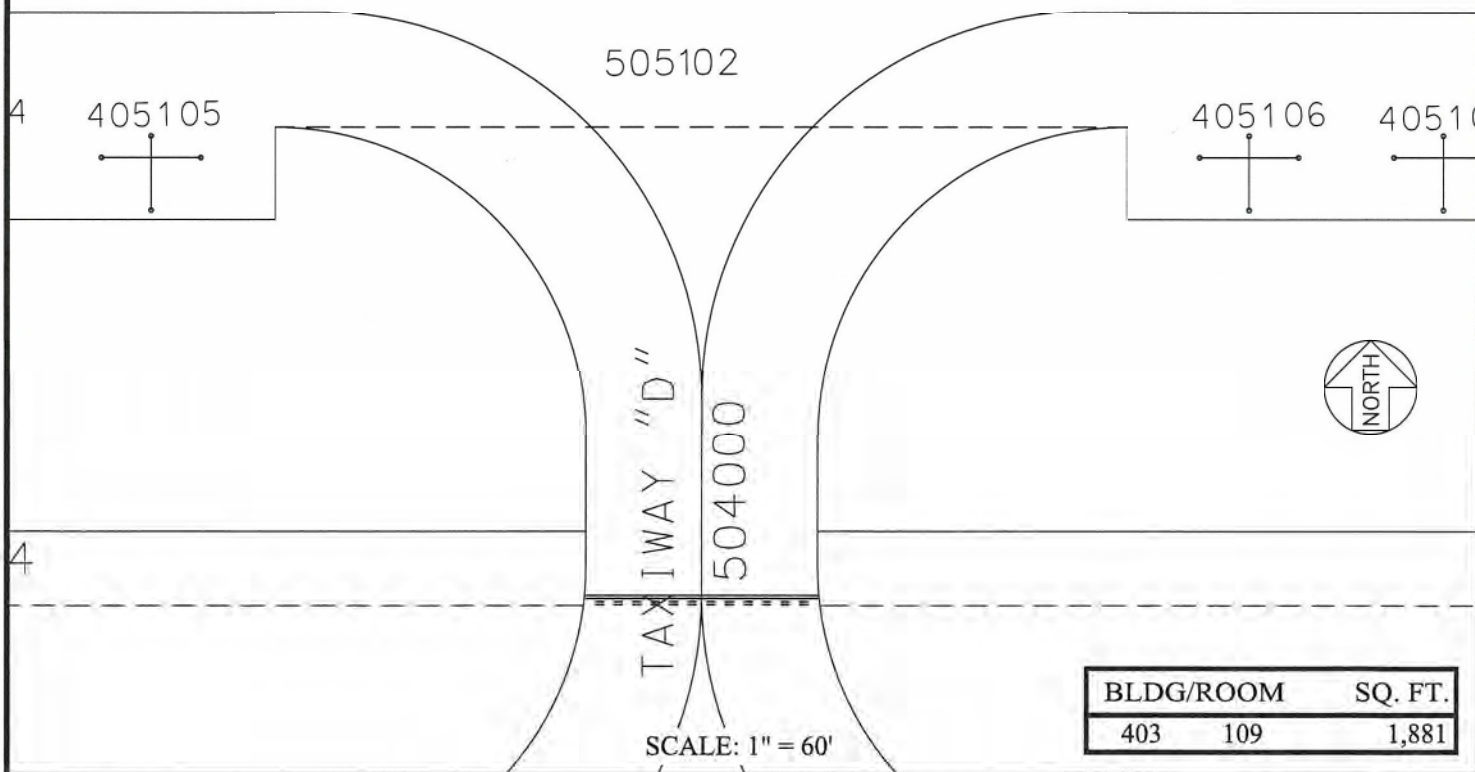
12. **Insurance.** As part of the insurance requirements under Paragraph 14, of the general Terms and Conditions and effective at the commencement of this Permit, the insurance coverage the PERMITTEE obtains shall provide coverage for personal injury and damage to property caused by hazardous substances, or any occurrence that may constitute a violation of any environmental law by the PERMITTEE or the DEPARTMENT. The DEPARTMENT shall be named as additional insured.



1500:1

SAIL PLANE HANGAR BLDG 403

105	106	107	108	109	110	111
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BLDG/ROOM	SQ. FT.
403 109	1,881

RP-8656

DATE : AUGUST 2017

EXHIBIT: **A**



**HAWAII GLIDER
AND
SAILPLANE ACADEMY, LLC**

**BUILDING 403
SAIL PLANE HANGAR
AND TIE-DOWN AREA**

403109
PLAT A1

Hawaii Glider and Sailplane Academy, LLC
RP-8656
Kawaihāpai Airfield
Sailplane Hangar Unit No. 403-109

The following are not attached (please refer to file copy):

- 1) Chapter 13 entitled "Aircraft Operations at Public Airports."
- 2) Chapter 17.1 entitled "Small Plane Hangar Units and Tie-Down Spaces at Public Airports."
- 3) Chapter 31.1 entitled "Aircraft Registration" of Title 19, Hawaii Administrative Rules, Department of Transportation, Subtitle 2, Airports Division.

and

Dillingham Military Reservation Lease No. DACA84-01-09-135 dated July 6, 2009, together with:
Supplemental Agreement No. 1 - extend lease term to July 5, 2014
Supplemental Agreement No. 2 - extend lease term to July 5, 2015
Supplemental Agreement No. 3 - extend lease term to July 5, 2019

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 5468

THIS AGREEMENT, made this 16th day of September, 1996, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: **HAWAIIAN HISTORICAL AVIATION FOUNDATION**

2. ADDRESS: 

3. AIRPORT: **Dillingham Airfield**

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:
Small Plane Hangar Unit No. 402-109, containing an area of 1,084 square feet and No. 402-110, containing an area of 1,165 square feet.

5. PURPOSE(S): **Aircraft Storage - Aeronca 7AC/N83192 and San Paulo Seabird N-7067U**

6. RENTAL:
Monthly Rental: \$124.00 (402-109)
\$124.00 (402-110)
\$ _____
Total Monthly Rental: \$ 248.00

7. SECURITY DEPOSIT: **\$744.00**

8. EFFECTIVE DATE OF PERMIT: **JUL 1 1996**

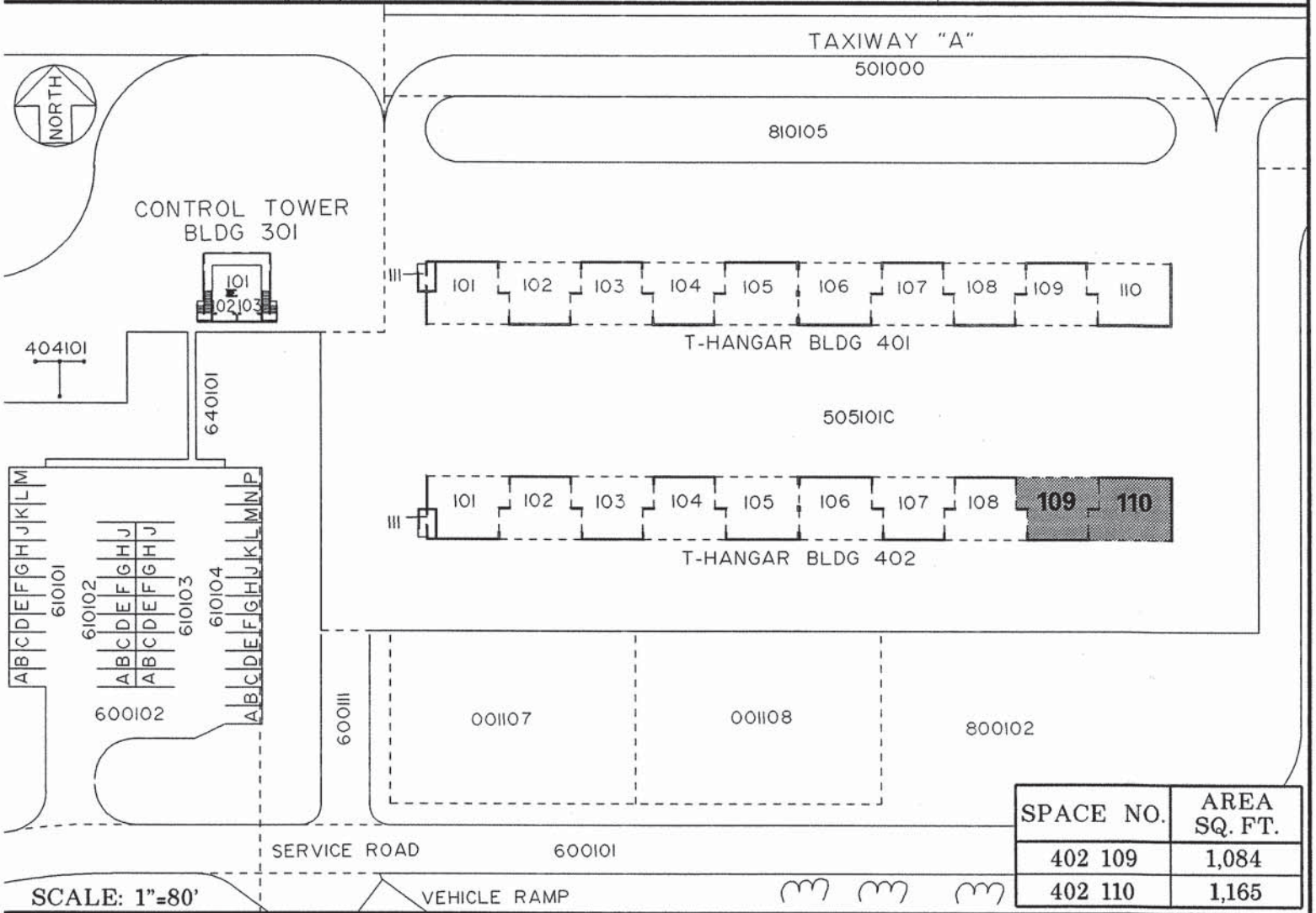
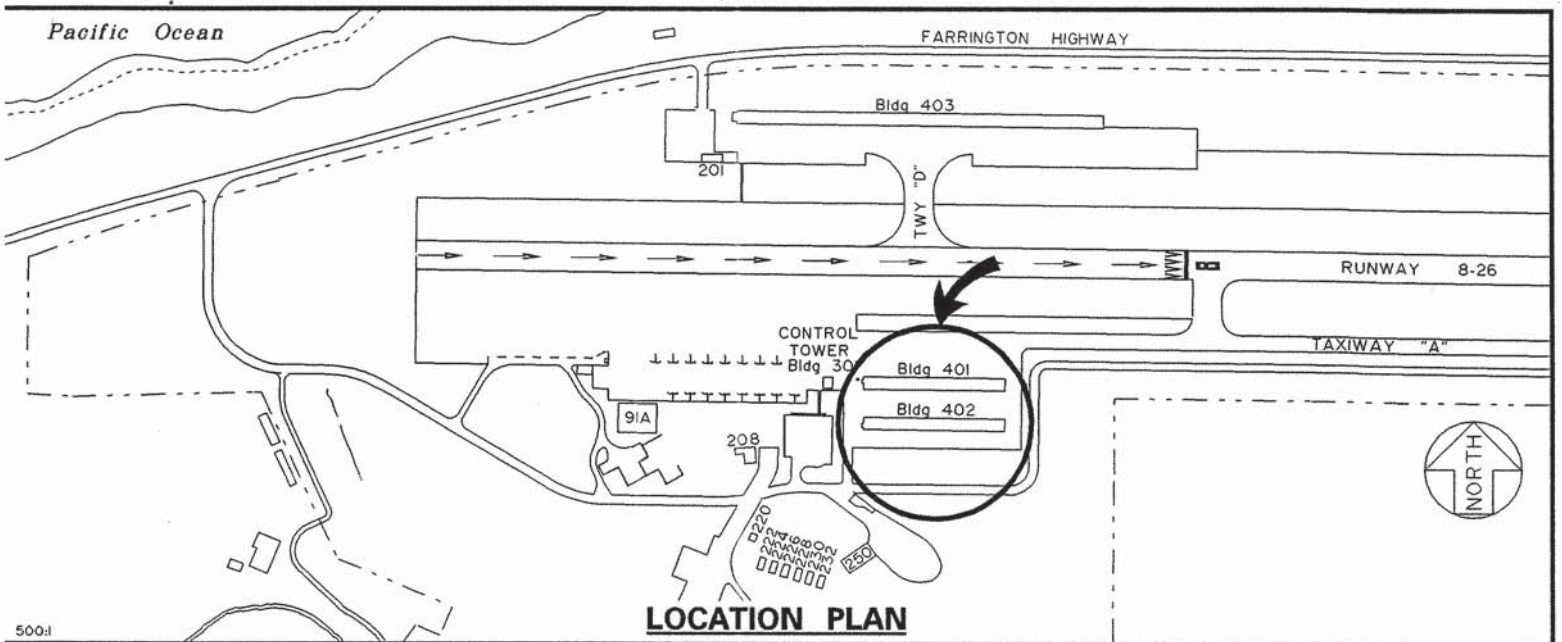
9. LIQUIDATED DAMAGES: **\$ 49.60**

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:
See attached.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on _____
BOARD OF LAND AND NATURAL RESOURCES
By _____
Chairman and Member of the Board
By _____
Member

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
By Jay M. Matsuda
Its Director of Transportation
PERMITTEE
William A. Schauer Jr.
Title: President



SCALE: 1"=80'

R.P. NO. 5468

DATE: AUGUST, 1996

EXHIBIT: **A**



Airports Division

HAWAIIAN
HISTORICAL AVIATION
FOUNDATION

BLDG 402
T-HANGAR BUILDING

402109 &
402110
PLAT B1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 8722

THIS AGREEMENT, made this 28 day of Aug, 2018, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: **MARK S. HEWITT**

2. ADDRESS:



3. AIRPORT: **KAWAIHĀPAI AIRFIELD**

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

T-Hangar Unit No. 402-109, containing an area of approximately 1,107 square feet.

5. PURPOSE(S): Storage of personal aircraft (2018 AutoGyro MTO Sport, Tail No. N-808GH).

6. RENTAL:

Monthly Rental

\$ 379.00

\$ _____

Total Monthly Rental

\$ 379.00

7. SECURITY DEPOSIT: \$ 1,137.00, or three times the monthly rent in effect

8. EFFECTIVE DATE OF PERMIT: SEPTEMBER 1, 2018

9. HOLDOVER TENANCY: \$ 12.63

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:

- Environmental Compliance – Permittee's Duties
- Special Conditions for Dillingham Airfield and Department of the Army Lease DACA84-1-09-135
- Chapter 13 entitled "Aircraft Operations at Public Airports."
- Chapter 17.1 entitled "Small Plane Hangar Units and Tie-Down Spaces at Public Airports."
- Chapter 31.1 entitled "Aircraft Registration" of Title 19, Hawaii Administrative Rules, Department of Transportation, Subtitle 2, Airports Division.
- Permittee is fully aware that the Army Lease will expire on July 5, 2019, and there is no guarantee that the DEPARTMENT will either extend the term of the existing Army Lease or enter into a new lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

APPROVED BY THE BOARD OF LAND AND
NATURAL RESOURCES AT ITS MEETING HELD ON

By 
ROSS M. HIGASHI
Deputy Director-Airports

PERMITTEE: **MARK S. HEWITT**

By: 

Title: _____

07/27/18, Item M-3

TERMS AND CONDITIONS

1. Term. This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic, unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew.

2. Termination. This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. Change in Rent. The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. Interest; Service Charge. Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. Acceptance of Rent not a Waiver. The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. Security Deposit. The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. Cost of Collection. The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. Waste, Strip and Nuisance, and Maintenance. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. Utilities and Other Charges. The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. Property Taxes. The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. Commercial General Liability Insurance. The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. Fire Insurance. The PERMITTEE shall procure immediately and keep in force with respect to the Premises a fire insurance policy for real property improvements in the amount determined by the DEPARTMENT whenever it is deemed necessary and specified in the special terms and conditions.

16. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

17. Indemnity. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of, or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

18. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

19. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

20. Improvements, Alterations or Additions. No substantial improvement, alteration or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits plans and specifications therefor to the DEPARTMENT for its approval and unless said plans and specifications are in fact approved in writing by the DEPARTMENT. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations. The DEPARTMENT may impose reasonable conditions on its approval.

Any improvements, alterations or additions shall be constructed at the sole cost and risk of the PERMITTEE and the DEPARTMENT shall not be responsible for any damage to or injury to persons or property arising from the construction, maintenance or use of any such improvements, alterations or additions. Once installed or constructed, no improvements, alterations or additions shall be removed except in accordance with the terms and conditions of this Permit (paragraph 22 herein).

21. Removal of Fixtures and Equipment. The PERMITTEE shall have the right at its own expense to remove any and all fixtures and equipment installed by it on the Premises, provided that (a) PERMITTEE shall give five (5) days' prior written notice of its intention to remove such fixtures and equipment, (b) the removal shall be completed during the time PERMITTEE occupies the Premises and at a time PERMITTEE is current in the payment of rent and is in compliance with all other obligations under the Permit, (c) the Premises are restored by PERMITTEE to a condition similar to what existed immediately prior to the installation thereof, reasonable wear and tear excepted. The PERMITTEE's failure to give such written notice shall be deemed to be a waiver of the right of removal and shall constitute an abandonment of such fixtures and equipment.

22. Option to Require Removal of Improvements, Additions, Alterations, Fixtures and Equipment. The DEPARTMENT, with respect to any improvements, additions, alterations, fixtures and equipment or any portions thereof constructed or installed on the Premises by PERMITTEE, reserves the right upon giving written notice within twenty (20) days after the date of termination of this Permit, to require PERMITTEE to remove the same at PERMITTEE's cost and risk, such removal to be completed within thirty (30) days after receipt of such notice. PERMITTEE shall restore the Premises to condition similar to what existed immediately prior to the construction or installation. If PERMITTEE shall fail to effect such removal and restoration within the specified time, the DEPARTMENT may effect such removal and restore the Premises to a condition similar to what existed immediately prior to the construction or installation by its own employees or independent contractor and assess the cost of such removal, disposition, and restoration to PERMITTEE.

23. Entry by DEPARTMENT. The DEPARTMENT or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of this permit or for any other proper purpose. The PERMITTEE shall not make any claim for damages or set off of rent or other charges by reason or on account of such entry.

24. Advertising Signs. The PERMITTEE may install and operate, at its own expense, such signs and advertising materials as shall be expressly approved by the DEPARTMENT as being of acceptable character on the basis of appearance, size, design, color, quality, number, location, content, and general conformity with the architectural character of the AIRPORT. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate or paint out any and all advertising signs, posters and similar devices placed by him on the Premises. If the PERMITTEE fails to carry out this requirement, the DEPARTMENT may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the DEPARTMENT.

25. Public Address System. The PERMITTEE shall permit the installation of the DEPARTMENT's public address system within the Premises and the reception within such Premises of public announcements, flight information and background music broadcast over such systems.

26. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, including but not limited to assuming possession of the Premises as provided in paragraph 32 or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

27. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that : (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

28. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

29. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

30. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

31. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

32. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

REVOCABLE PERMIT NO. 8722
SPECIAL TERMS AND CONDITIONS

1. ENVIRONMENTAL COMPLIANCE - PERMITTEE'S DUTIES

- A. Definitions. For purposes of this Permit, the PERMITTEE agrees and understands that the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency and of the State of Hawaii Department of Health.

"Hazardous Substance" shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, fuels of any kind, and other materials or substances that are regulated by state or federal authorities.

- B. PERMITTEE's Activities and Duties.

1. **Compliance with Environmental Laws.** The PERMITTEE agrees, at its sole expense and cost, to comply with all environmental laws that apply to the Premises during the term of this Permit, and the PERMITTEE's occupancy or use of, and activities on, the Premises. This duty shall survive the expiration or termination of this Permit which means that the PERMITTEE's duty to comply with environmental laws shall include complying with all environmental laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the PERMITTEE on the Premises after the expiration or termination of this Permit. Failure of the PERMITTEE to comply with any environmental laws shall constitute a breach of this Permit for which the DEPARTMENT shall be entitled, in its discretion, to terminate this Permit, exercise its remedies under this Permit, including remediating any condition on behalf of the PERMITTEE at the PERMITTEE's expense under Section B.5 and

Section B.7, and take any other action at law or in equity it deems appropriate.

2. **Hazardous Substances.** The PERMITTEE shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any hazardous substance, or allow the same by any third person, on the Premises without first obtaining the prior written consent of the DEPARTMENT and complying with all environmental laws, including giving all required notices, reporting to, and obtaining permits from all appropriate authorities, and complying with all provisions of this Permit.
3. **Notice to DEPARTMENT.** The PERMITTEE shall keep the Department fully informed at all times regarding all environmental law related matters affecting the PERMITTEE or the Premises. This duty shall include, without limiting the foregoing duty, providing the DEPARTMENT with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the Premises, and with evidence that the PERMITTEE has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required of or by federal, state, and county authorities under all environmental laws. This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in any way to the PERMITTEE by any federal, state, or county authority or any individual which relates in any way to any environmental law or any hazardous substance and the PERMITTEE or the Premises. This written notice to the DEPARTMENT shall include the PERMITTEE immediately providing the DEPARTMENT with copies of all written communications from individuals or state, county, and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the PERMITTEE. At least thirty days prior to termination of this Permit, or termination of the possession of the Premises by the PERMITTEE, whichever shall first occur, the PERMITTEE shall provide the DEPARTMENT with written evidence satisfactory to the DEPARTMENT that the PERMITTEE has fully complied with all environmental laws, including any orders issued by any governmental authority to the PERMITTEE that relate to the Premises.
4. **Notice to Authorities.** The PERMITTEE shall provide written notice to the State of Hawaii Department of Health at least thirty (30) days prior to the termination of this Permit, or thirty (30) days prior to the PERMITTEE's termination of possession of the Premises, whichever occurs first, the fact that the PERMITTEE intends to vacate the Premises and terminate its operations on those Premises. The PERMITTEE shall

allow the agents or representatives of said authority access to the Premises at any and all reasonable times for the purpose of inspecting the Premises and taking samples of any material for inspection or testing for compliance with any environmental laws. The PERMITTEE shall provide copies of said written notices to the DEPARTMENT at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the PERMITTEE's business, and for which the PERMITTEE has obtained all required authorizations from appropriate authorities including the prior written permission of the DEPARTMENT to have said substance on the Premises, the PERMITTEE shall cause any hazardous substances to be removed from the Premises for disposal. This duty shall include the transportation of said hazardous substances from the Premises solely by duly licensed hazardous substance transporters to duly licensed facilities for final disposal as required by all applicable environmental laws. The PERMITTEE shall provide the DEPARTMENT with copies of documentary proof, including manifests, receipts or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.
6. **Environmental Investigations and Assessments.** The PERMITTEE, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises to determine the presence of any hazardous substance on, in, or under the Premises as may be directed from time to time by the DEPARTMENT, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the DEPARTMENT or the federal or state authority directing said investigations and assessments to be conducted. The PERMITTEE shall retain a competent and qualified person or entity that is satisfactory to the DEPARTMENT or governmental authority, as the case may be, to conduct said investigations and assessments. The PERMITTEE shall direct said person or entity to provide the DEPARTMENT or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing, and provide directly to the State and the governmental authority at the sole expense of the PERMITTEE, written results of all tests on said samples upon completion of said testing.

In any event, the PERMITTEE shall be required to have environmental assessments conducted as aforesaid prior to, or at the time of, the PERMITTEE taking possession of the Premises and prior to, or at the time of, the termination of this Permit in order to determine the condition of the Premises. The DEPARTMENT may, in its sole discretion, waive this requirement; provided, however, that any such waiver shall be in writing.

7. **Remediation.** In the event that any hazardous substance is used, stored, treated, disposed on the Premises, handled, discharged, released, or determined to be present on the Premises, or to have migrated from the Premises, the PERMITTEE shall, at its sole expense and cost, remediate the Premises, or any location off the Premises to which it is determined that the hazardous substance has migrated, of any hazardous substances. Said duty to remediate includes the removal and disposal of said hazardous substances in accordance with Section B.5. This duty to remediate includes strictly complying with all environmental laws and directives to remediate said hazardous substances issued from the DEPARTMENT or any federal or state governmental authority charged with enforcing the environmental laws. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the DEPARTMENT and or any governmental authority, as the case may be. If the PERMITTEE has conducted an initial site assessment of the Premises which includes soil and ground water analyses for hazardous substances at the commencement of this Revocable Permit or the PERMITTEE's occupancy, whichever shall have first occurred, to the satisfaction of the DEPARTMENT, the PERMITTEE shall be responsible for remediation and restoration of the Premises to the extent it is necessary to remediate and restore the Premises to the condition of the premises and levels of contamination or hazardous substances that existed on the Premises at the commencement of the PERMITTEE's occupancy or term of this Permit, whichever shall have first occurred, as shown by said initial site assessment.

8. **Tanks, Pipelines; Inspections and Repairs.** All tanks, pipelines, containers or conduits of any kind that may at any time be used to contain, or may be intended to contain, hazardous substances of any type (hereinafter referred to as a "facility"), that the PERMITTEE intends to install on the permitted Premises, must be installed above ground level in such manner that allows for periodic inspection and maintenance of the facility for purposes of determining the existence of leaks and discharges from, and deterioration of any kind to, and that allows repair of, the facility. The PERMITTEE shall provide the DEPARTMENT with prior notice of the PERMITTEE's intent to install a facility to allow the DEPARTMENT ample time, as determined by the DEPARTMENT, to inspect such a facility. Unless and until each facility and its manner of installation are approved by the DEPARTMENT, said facility shall not be installed. Within ninety (90) days of the commencement of this Permit, or commencement of possession of the permitted Premises by the PERMITTEE, whichever first occurs, the PERMITTEE shall submit a contingency plan to control and remedy any spill, discharge or leak from any facility on the permitted Premises, which plan shall include the cleanup of all hazardous substances so spilled, discharged or leaked, all to the satisfaction of the DEPARTMENT. The PERMITTEE shall also

submit a plan for the PERMITTEE to conduct, or have conducted, regular inspections of all facilities on the permitted Premises for the purpose of prevention of any leak, discharge or spill from said facilities. Said contingency plan and inspection plan are subject to the approval of the DEPARTMENT. Failure to submit said plans, or to comply with said plans, constitutes a breach of this Permit, giving the DEPARTMENT the right to immediately terminate this Permit, and pursue the DEPARTMENT's remedies under this Permit, at law, or in equity.

9. **Restoration and Surrender of Premises.** The PERMITTEE hereby agrees to restore the Premises, at its sole cost and expense, including the soil, water and structures on, in, or under the Premises, to the same condition as the Premises existed at the commencement of this Permit, fair wear and tear to the structures excepted. In the event the PERMITTEE does not restore the Premises to the same condition as it existed at the commencement of this Permit, as determined by the DEPARTMENT, the PERMITTEE understands and agrees that the DEPARTMENT may exercise its rights under Section B.10, and until such time as the restoration is complete to the satisfaction of the DEPARTMENT, the PERMITTEE shall be liable for the Permit rent in the same manner and amount as if this Permit had continued in effect during the same period of restoration.
10. **DEPARTMENT's Right to Act.** In the event the PERMITTEE fails for any reason to comply with any of its duties under this Permit or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the DEPARTMENT, the DEPARTMENT shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. The PERMITTEE hereby grants access to the Premises at all reasonable hours to the DEPARTMENT, its agents and anyone designated by the DEPARTMENT in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the DEPARTMENT in performing said acts or duties shall be the sole responsibility of the PERMITTEE, and the PERMITTEE hereby agrees to pay for those costs and expenses, and indemnify the DEPARTMENT for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of the right to act, including litigation costs, attorneys fees, and the cost and fees for collection of said cost, expense or liability.
11. **Release and Indemnity.** The PERMITTEE hereby agrees to release the DEPARTMENT, its officers, employees, agents, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority

against the DEPARTMENT and/or the PERMITTEE, by reason of any hazardous substance that may be present by whatever means on, in or under the Premises. The PERMITTEE hereby agrees to indemnify, defend with counsel suitable to the DEPARTMENT, and hold harmless the DEPARTMENT from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the Premises, the ownership of the Premises, or this Permit, including the presence of any hazardous substance on the Premises. The PERMITTEE understands and agrees that any assessments, fines or penalties that may be assessed against the PERMITTEE or the DEPARTMENT by reason of any environmental law violation concerning the Premises, shall be paid, complied with, and in every way satisfied by the PERMITTEE, and not the DEPARTMENT.

12. **Insurance.** As part of the insurance requirements under Paragraph 14, of the general Terms and Conditions and effective at the commencement of this Permit, the insurance coverage the PERMITTEE obtains shall provide coverage for personal injury and damage to property caused by hazardous substances, or any occurrence that may constitute a violation of any environmental law by the PERMITTEE or the DEPARTMENT. The DEPARTMENT shall be named as additional insured.

(NOT ATTACHED TO THIS PERMIT)

**Dillingham Lease DACA84-1-09-135
Amendment Nos. 1, 2, and 3**

The following Hawaii Administrative Rules are not attached to this revocable permit. If a hardcopy of the rules and regulations is needed, please refer to DOT-A Website, click on Hawaii Administrative Rules and select respective Chapter(s) or refer to tenant folder.

Chapter 19-13

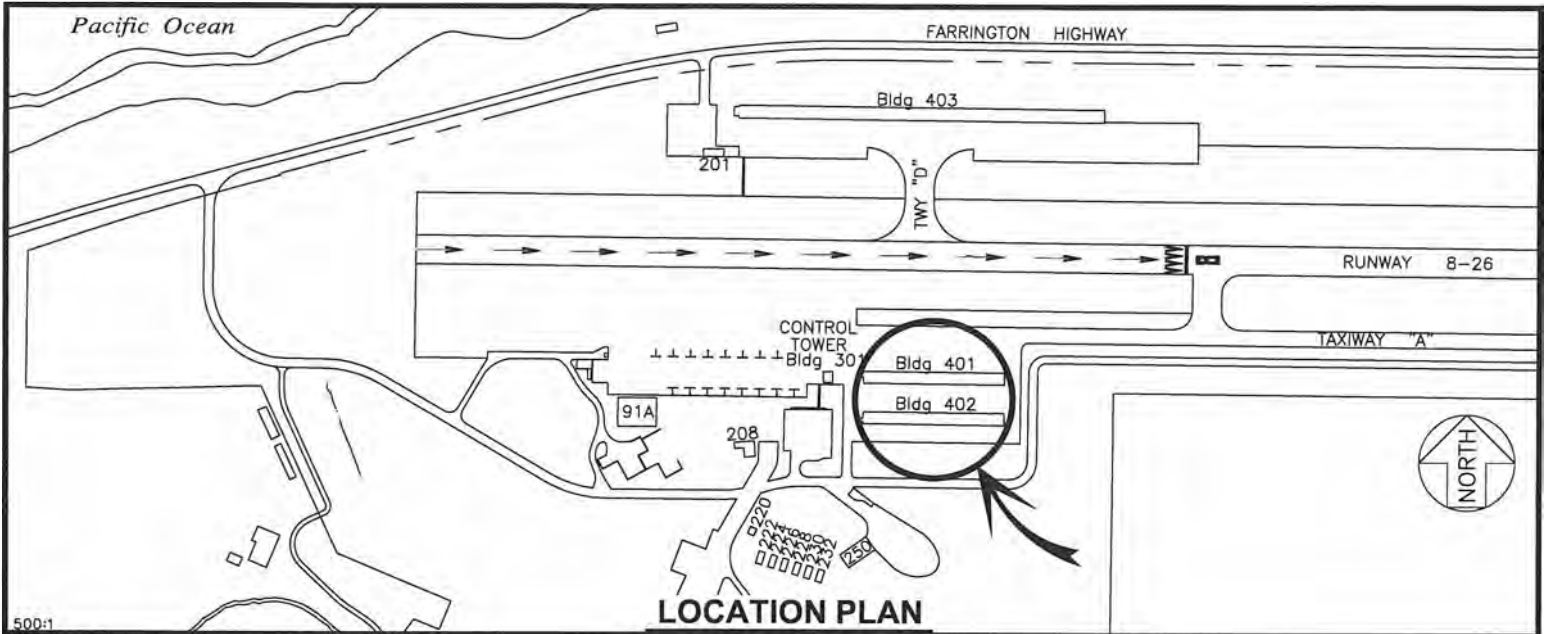
Aircraft Operations at Public Airports

Chapter 19-17 & 19-17.1

Small Plane Hangar Units and Tie-down Spaces at Public
Airports

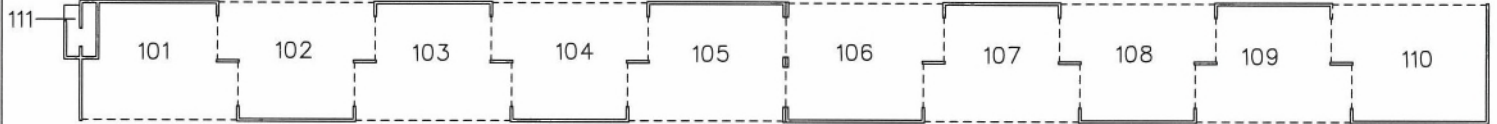
Chapter 19.31 & 19-31.1

Aircraft Registration



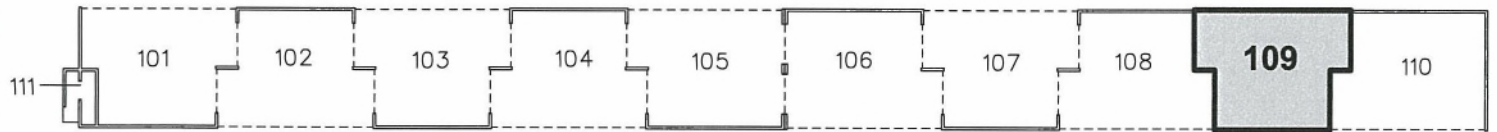
LOCATION PLAN

810105



T-HANGAR BLDG 401

505101C



T-HANGAR BLDG 402

001107B

SCALE: 1" = 50'

AREA/SPACE	SQ. FT.
402 109	1,107

RP-8722

DATE : JUNE 2018

EXHIBIT: **A**



MARK HEWITT

BUILDING 402
T-HANGAR
GROUND LEVEL

402109

PLAT B1

DILLINGHAM AIRFIELD

STATE OF HAWAII - DOT
AIRPORT DIVISION **PARKING PERMIT NO. PP-07-0006**

2007 AUG 27 P 1:11 STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

OAHU DISTRICT OFFICE SERVICES **DILLINGHAM AIRFIELD**

THIS AGREEMENT, made this 18TH day of OCTOBER, 2007; by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. **PERMITTEE:** HONOLULU SOARING CLUB, INC.

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

2. **LOCATION:** PLAT SPACE NO. AIRCRAFT DESCRIPTION
B1 HDH-404-107 1956 ECTOR-CESSNA 305A N-5739V

3. **PURPOSE** (System I.D.): AIRCRAFT PARKING

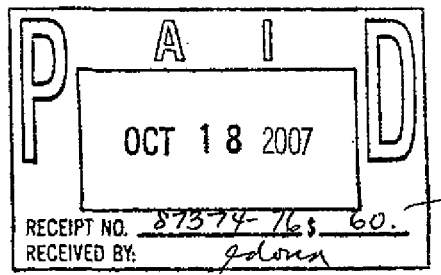
4. **FEES:** \$12.50 PER MONTH

5. **SECURITY DEPOSIT:** \$37.50 (3 MONTH'S RENT)

6. **EFFECTIVE DATE:** JUNE 15, 2007

7. **TERMS AND CONDITIONS:**

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.



PERMITTEE:

HONOLULU SOARING CLUB, INC.
[Signature]
(Signature)

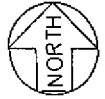
By: William L. Star
(Print Name)

Title: V.P.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By: [Signature]
Airports District Manager

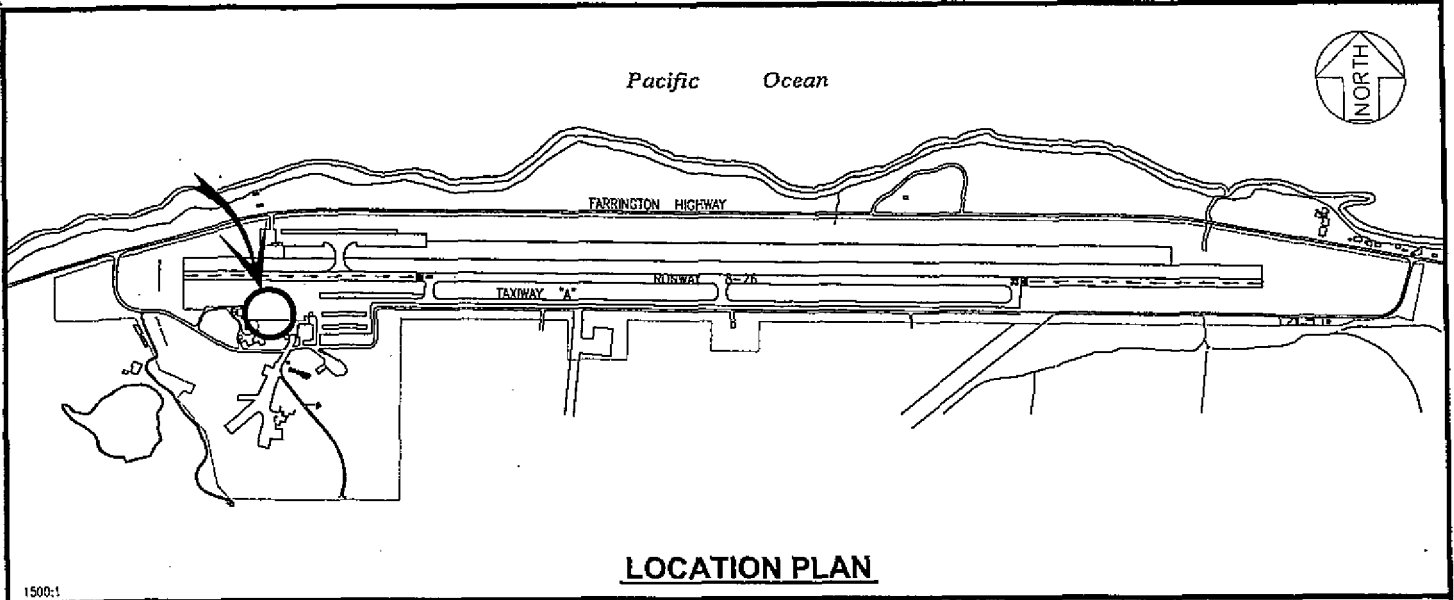
Pacific Ocean



FARRINGTON HIGHWAY

TAXIWAY "A"

RUNWAY

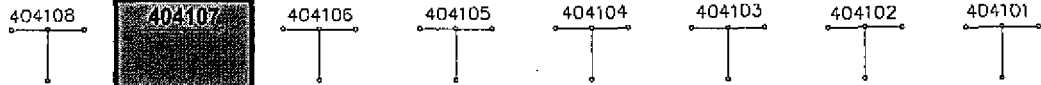
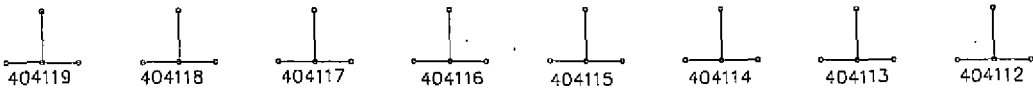


LOCATION PLAN

1500:1



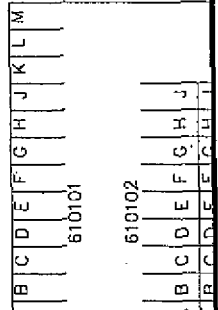
505101B



91A102

001102B

800107



REVTMENT 30103
CONCRETE REVTMENT 630102

SCALE: 1" = 60'

Bldg 208

AREA/SPACE	SQ. FT.
404 107	1,350.00

DATE : MAY 2007

EXHIBIT: **A**



Airports Division

HONOLULU
SOARING CLUB, INC.

BUILDING 404
GENERAL AVIATION
FACILITIES

404107
PLAT B1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

Dillingham Airfield AIRPORT

THIS AGREEMENT, made this 21st day of June, 1984, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Honolulu Soaring Club, Inc.
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]

2. LOCATION:

<u>PLAT</u>	<u>SPACE NO.</u>	<u>AIRCRAFT/VEHICLE DESCRIPTION</u>
A1	405-104	Gliders
	405-105	

3. PURPOSE (System I.D.): Small plane Storage - #824

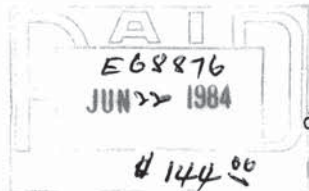
4. FEES: \$36.00/month

5. SECURITY DEPOSIT: \$108.00

6. EFFECTIVE DATE: June 1, 1984

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.



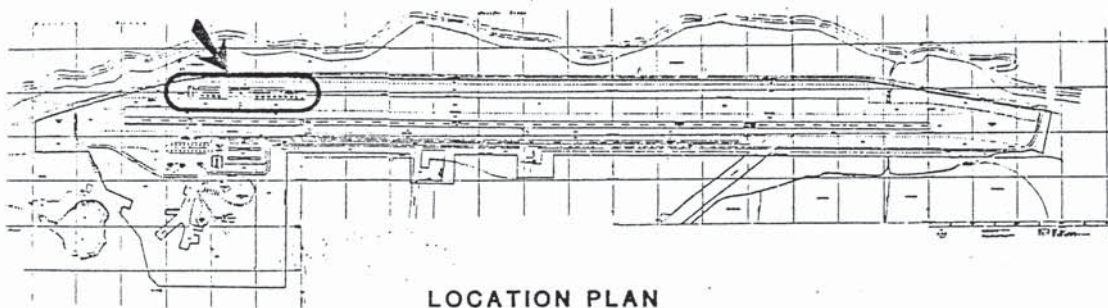
PERMITTEE:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

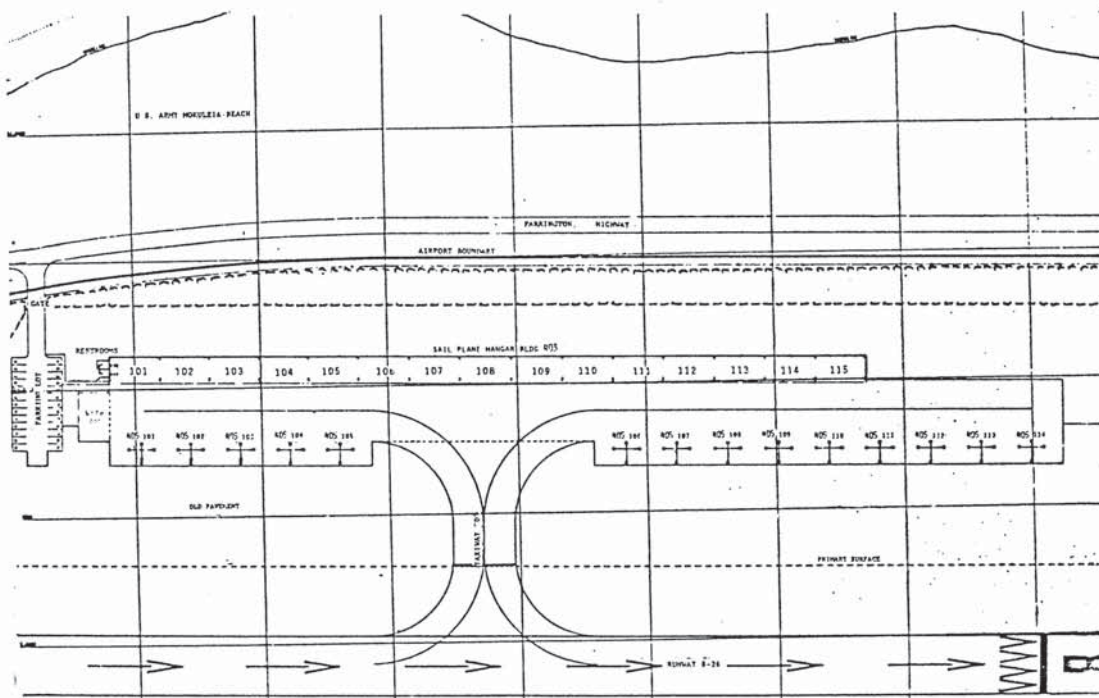
HONOLULU SOARING CLUB, INC.
Permittee's Name

By William L. Stas
Its VP

By [Signature]
District Airport Superintendent



LOCATION PLAN



DATE: MAY 25 1964

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

SAIL PLANE HANGAR
AREA

405-104
405-105
PLAT A1

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

DILLINGHAM AIRFIELD AIRPORT

THIS AGREEMENT, made this 1st day of August, 1985 by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Honolulu Soaring Club, Inc.
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]

2. LOCATION:

PLAT	SPACE NO.	AIRCRAFT/VEHICLE DESCRIPTION
A1	405 103	Glider - Schweizer N-77795

3. PURPOSE (System I.D.): #834, Small Plane Storage/Tie-Down

4. FEES: \$18.00/Month

5. SECURITY DEPOSIT: \$54.00

6. EFFECTIVE DATE: August 1, 1985

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

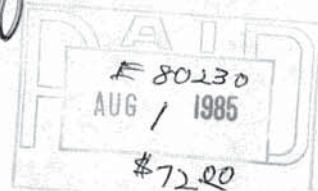
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

PERMITTEE:

HONOLULU SOARING CLUB, INC.
Permittee's Name

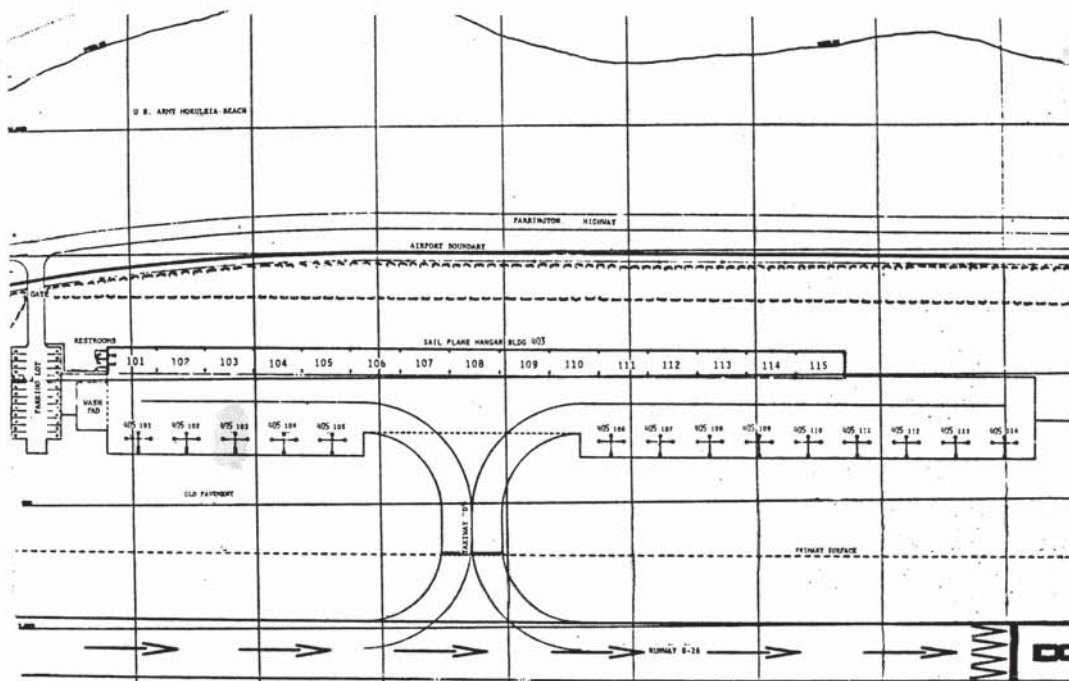
By William L. Star
Its WR

By [Signature]
District Airport Superintendent





LOCATION PLAN



Parking Permit No. PP-85-0678

DATE: July, 1985

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

SAIL PLANE HANGAR
AREA

405 103
PLAT A1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

DILLINGHAM AIRFIELD AIRPORT

THIS AGREEMENT, made this 19th day of September, 1986, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: Honolulu Soaring Club
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]

2. LOCATION:

<u>PLAT</u>	<u>SPACE NO.</u>	<u>AIRCRAFT/VEHICLE DESCRIPTION</u>
A1	405 102	

3. PURPOSE (System I.D.): #834, Small Plane Storage/Tie Down

4. FEES: \$18.00/Month

5. SECURITY DEPOSIT: \$54.00

6. EFFECTIVE DATE: September 1, 1986

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

PAID
SEP 18 1986
E 92657
\$72.00

PERMITTEE:

HONOLULU SOARING CLUB
Permittee's Name

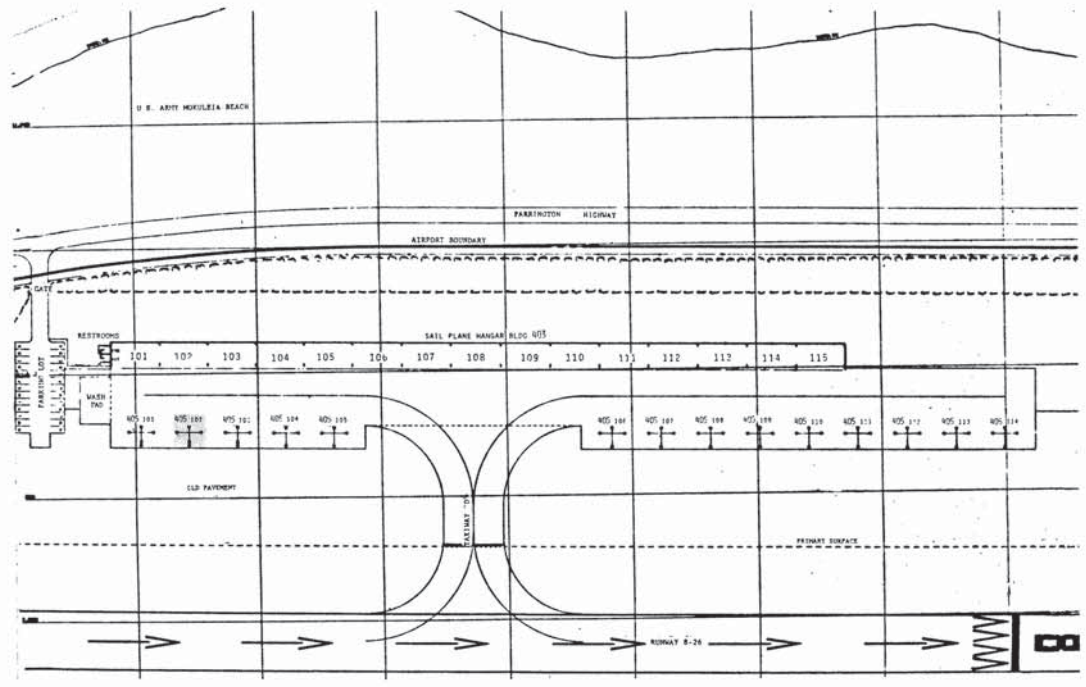
By William L. Stas
Its V.P.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
District Airport Superintendent



LOCATION PLAN



Parking Permit No. PP-86-0730

DATE: August, 1986

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING CLUB

SAIL PLANE HANGAR
AREA

405 102
PLAT A1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

DILLINGHAM AIRFIELD AIRPORT

THIS AGREEMENT, made this 24th day of February, 1993, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. PERMITTEE: HONOLULU SOARING CLUB, INC.

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

19023-01

2. LOCATION:

<u>PLAT</u>	<u>SPACE NO.</u>	<u>AIRCRAFT/VEHICLE DESCRIPTION</u>
B1	404-112	
	404-113	
	404-114	
	404-119	

3. PURPOSE (System I.D.): #834, Small Plane Storage

4. FEES: 4 Spots @20.00 = 80.00

5. SECURITY DEPOSIT: 4 Each @60.00 = 240.00

6. EFFECTIVE DATE: August 1, 1992

7. TERMS AND CONDITIONS:

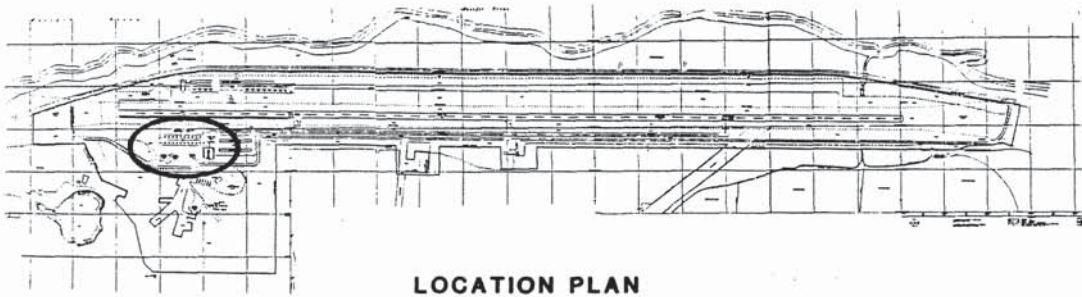
- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

PERMITTEE:
William L. Star
HONOLULU SOARING CLUB, INC.
Permittee's Name

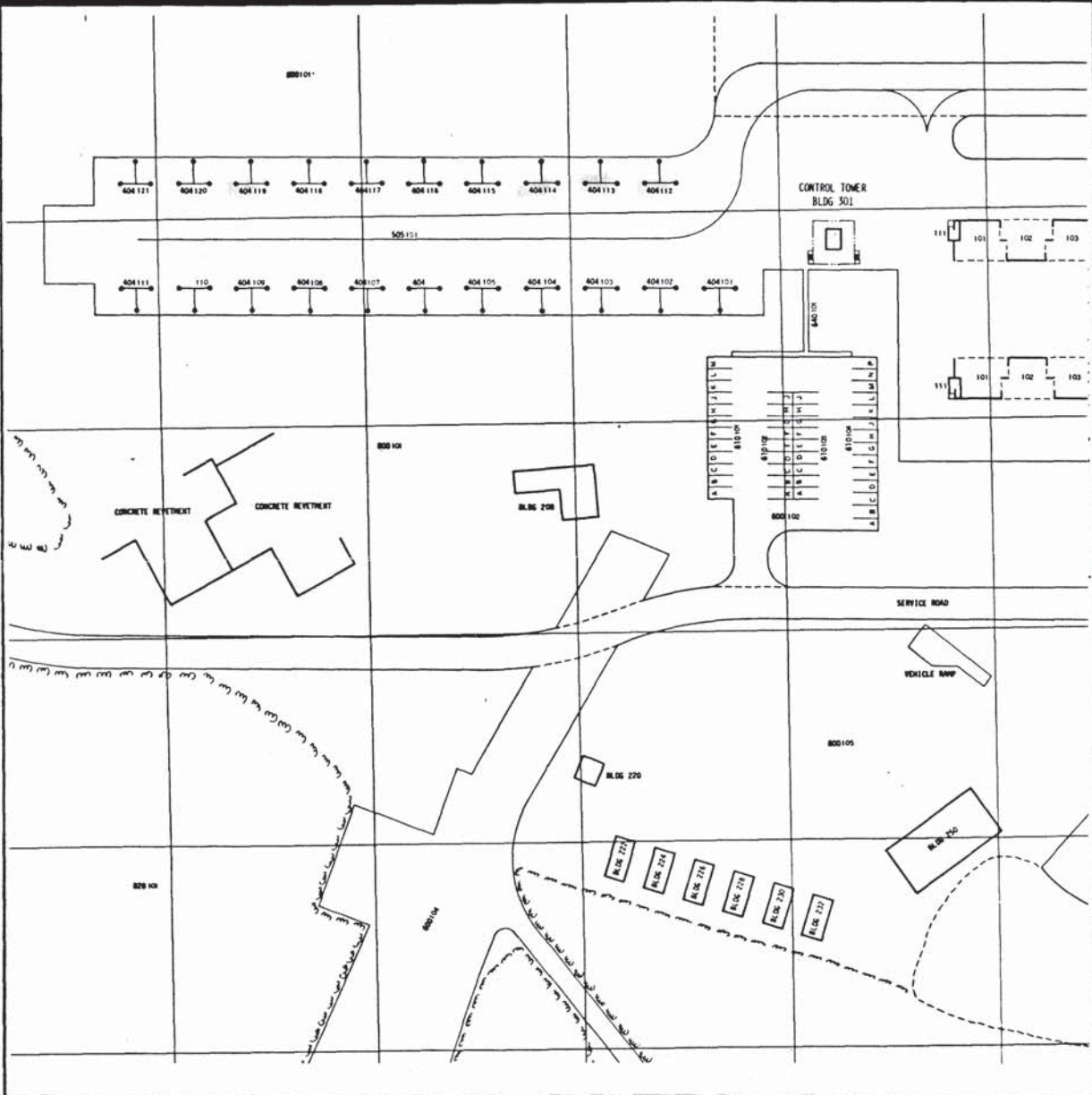
By V.P.
Its

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
District Airport Superintendent



LOCATION PLAN



DATE: August 1992

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

POWERED AIRCRAFT
TIE DOWN AREA

#404-112,
113, 114,
PLAT BI 11

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

AIRPORTS DIVISION
REVOCABLE PERMIT

AIRPORT DILLINGHAM AIRFIELD

THIS AGREEMENT, made this 19th day of March, 1984, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the above named Airport for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE AND PERMITTEE'S ADDRESS:
Honolulu Soaring Club, Inc.



2. PREMISES AS SHOWN ON ATTACHED EXHIBIT "A":

Sailplane Hangar, Space No. 101, Building 403,
containing 1,932 square feet.

3. PURPOSE(S):

Aircraft storage

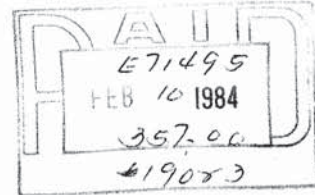
4. RENTAL:

Monthly Rental: \$ 85.00

Total Monthly Rental: \$ 85.00

5. SECURITY DEPOSIT: \$255.00

6. EFFECTIVE DATE OF PERMIT: ~~MAR 1 1984~~ 4-1-84 (AIR-PM 84.281)



7. LIQUIDATED DAMAGES: \$17.00

8. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By Jonathan K. Shimada
Its Deputy Director of Transportation

PERMITTEE
William L. Star
Title: V.P.

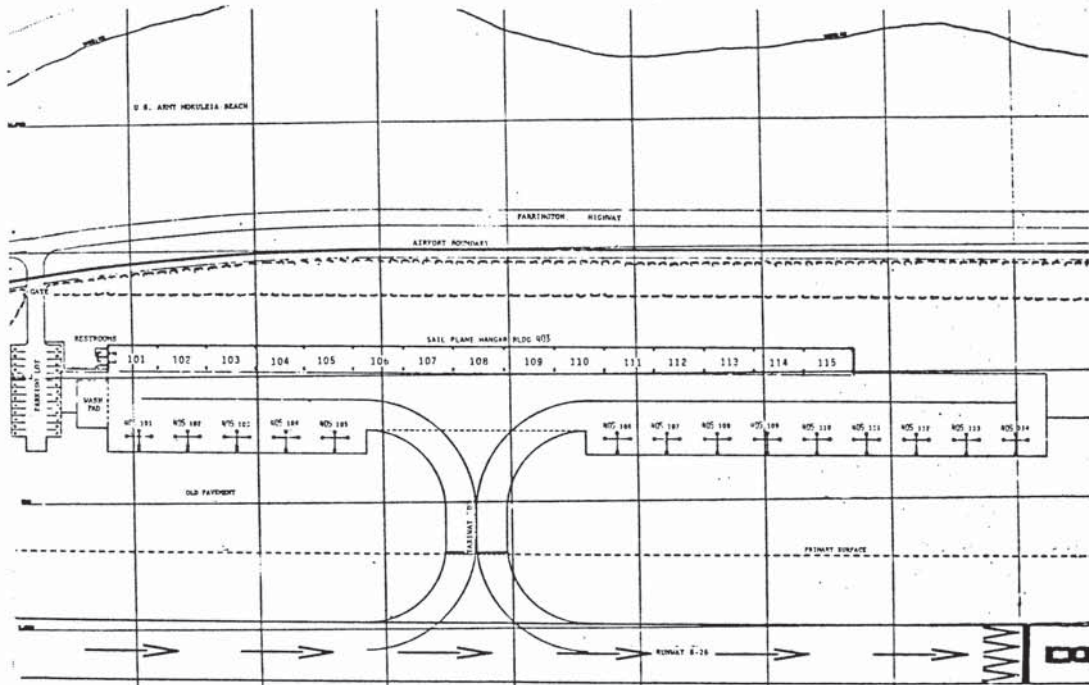
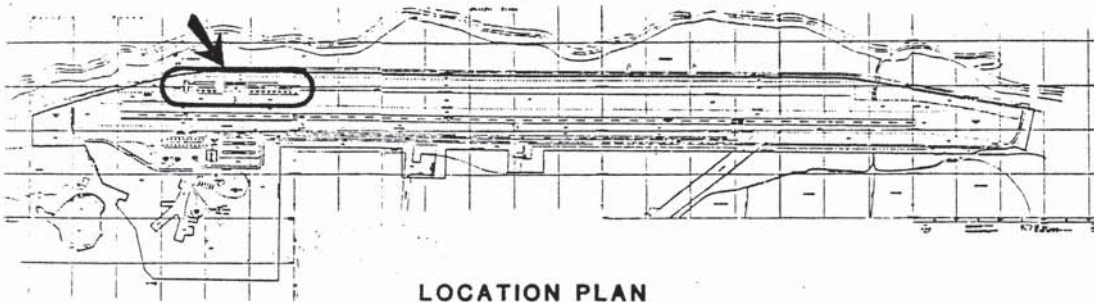
APPROVED:
BOARD OF LAND AND NATURAL RESOURCES

By S. Ono
Chairman and Member

By Masamune
Member

Approved by the Board at its meeting held on

1-13-84 Item J-7 SP



<u>Bldg/Space</u>	<u>Sq Ft</u>
403 101	1,932

DATE: October, 1983

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

SAIL PLANE HANGAR
AREA

403 101
PLAT A1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 4590

THIS AGREEMENT, made this 9th day of April, 19 90, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: Honolulu Soaring Club, Inc.

2. ADDRESS: [REDACTED]

3. AIRPORT: Dillingham Airfield

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

Sailplane Hangar, Space No. 403-102, containing
1,932 square feet.

5. PURPOSE(S): Storage of aircraft

6. RENTAL:

Monthly Rental: \$ 85.00
\$ _____
\$ _____

Total Monthly Rental: \$ 85.00

7. SECURITY DEPOSIT: \$255.00

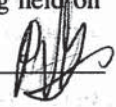
8. EFFECTIVE DATE OF PERMIT: APR 1 1990

9. LIQUIDATED DAMAGES: \$17.00

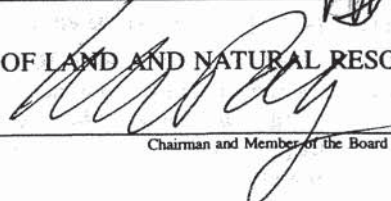
10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:
Chapter 17 of Title 19, Administrative Rules, entitled "Small Plane Hangar Units at Public Airports."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on

1-26-90 Item J-4 

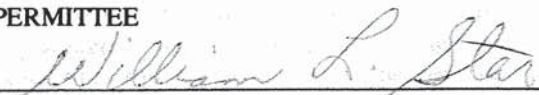
BOARD OF LAND AND NATURAL RESOURCES

By  Chairman and Member of the Board

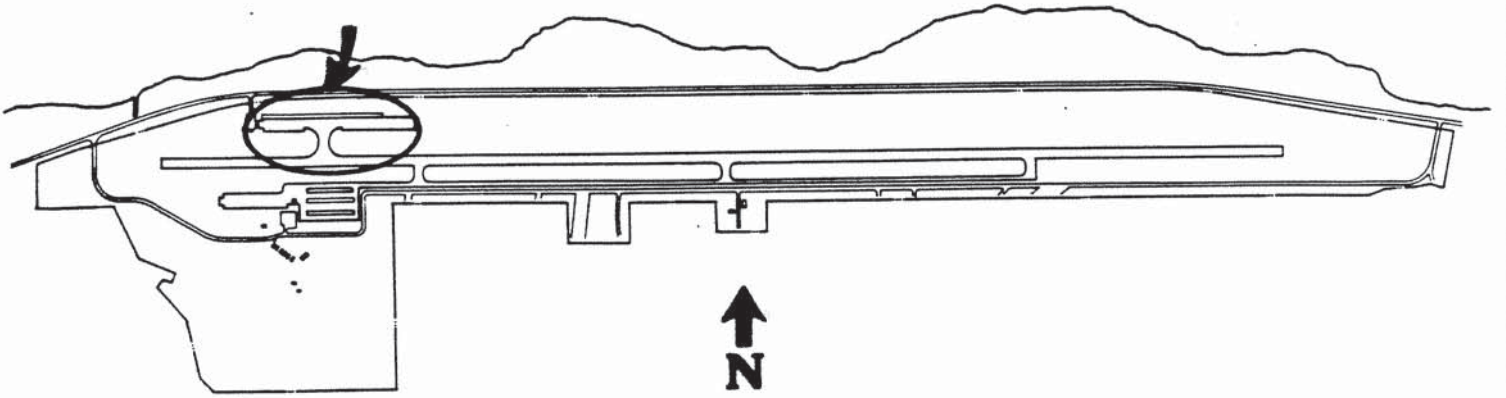
By _____ Member

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

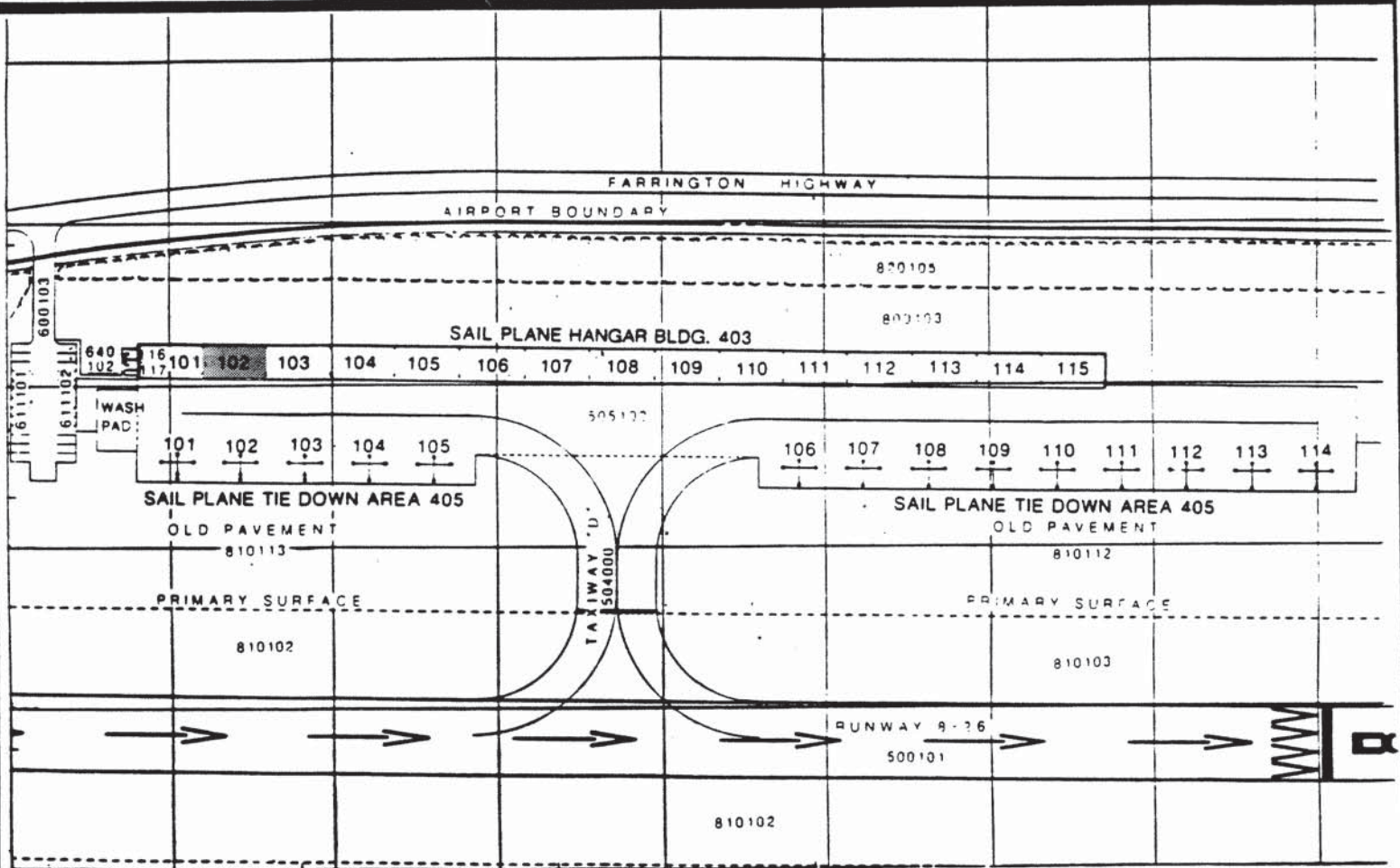
By  Its Director of Transportation

PERMITTEE


Title: V.P.



LOCATION PLAN



BLDG/ROOM	SQ. FT.
403 102	1,932

RP-4590

DATE December, 1989 EXHIBIT **A**



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

BLDG 403
SAIL PLANE HANGAR

403 102
PLAT A1

DILLINGHAM AIRFIELD

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 4821

(NO G.E.O. #)

THIS AGREEMENT, made this 27th day of July, 19 92, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. PERMITTEE: **Honolulu Soaring Club, Inc.**

2. ADDRESS:



3. AIRPORT: **Dillingham Airfield**

4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:

**Space No. 201-101, Glider Ride Ticket Counter
and Storage Room, containing an area of 80 square
feet.**

5. PURPOSE(S): **Passenger sales and service**

6. RENTAL:

Monthly Rental: \$ 43.00

_____ \$ _____

_____ \$ _____

Total Monthly Rental:

\$ 43.00 ^{\$60.00 off 6/1/03}
AIR-PM 03-0168

7. SECURITY DEPOSIT: **\$129.00**

8. EFFECTIVE DATE OF PERMIT: **MAR 16 1992**

9. LIQUIDATED DAMAGES: **\$8.60**

10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:

Item No. 5 - Interest on Delinquent Rentals

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on

3-13-92 Item J-1

BOARD OF LAND AND NATURAL RESOURCES

By Chairman and Member of the Board

By Member

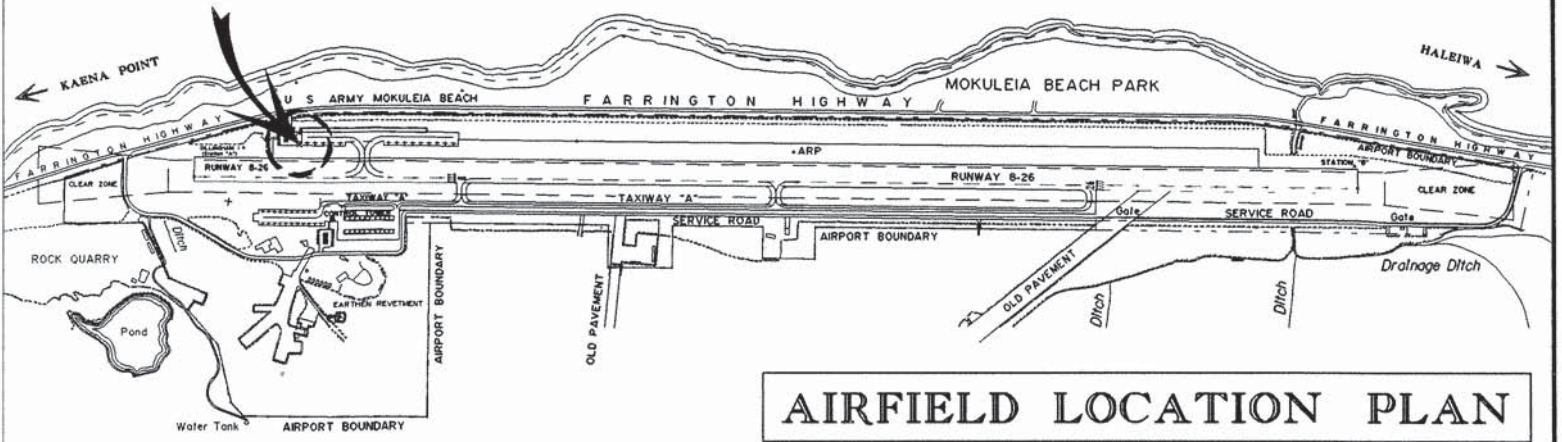
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By Its Director of Transportation

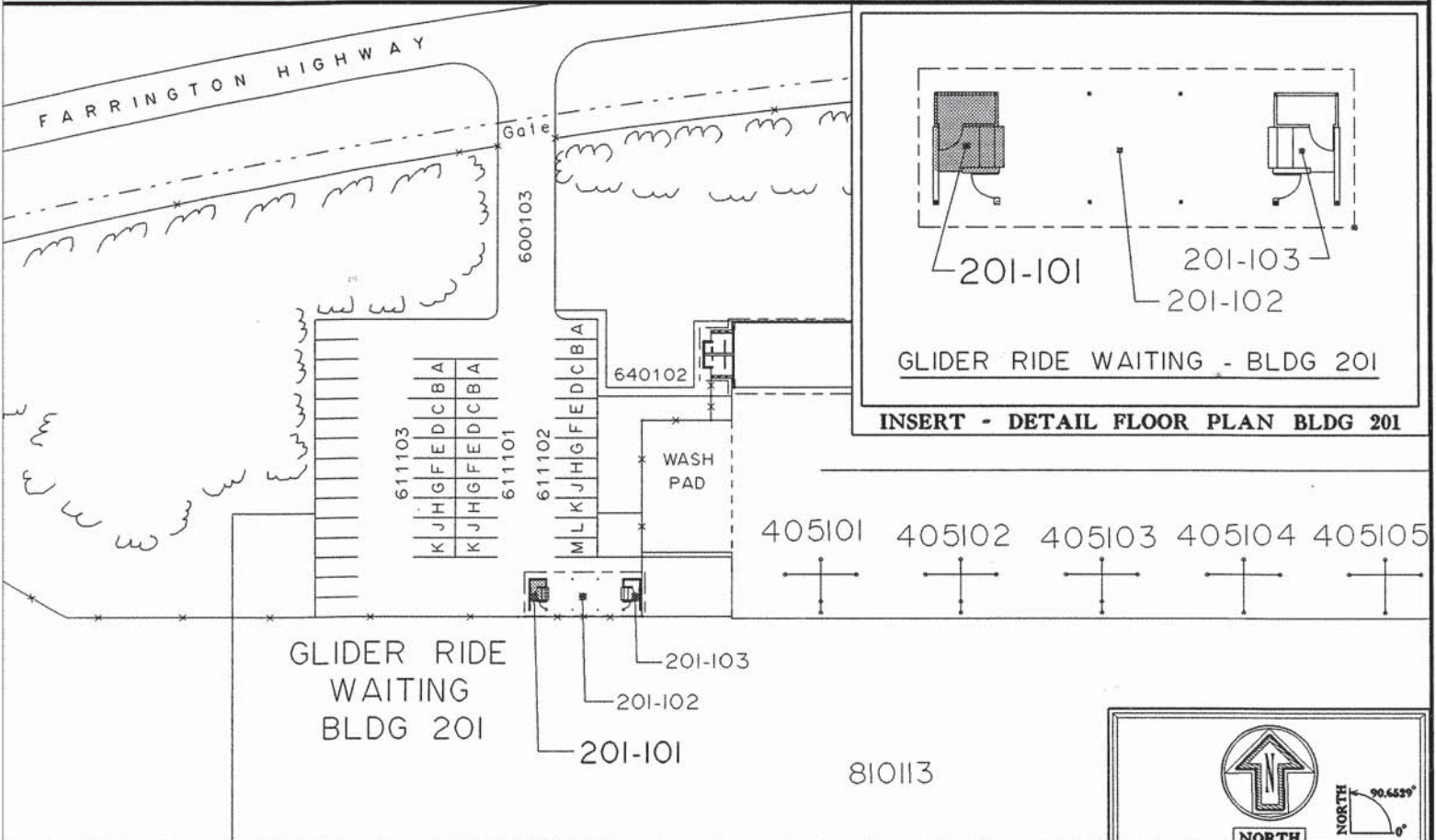
PERMITTEE
 William L. Star

Title: V.P.

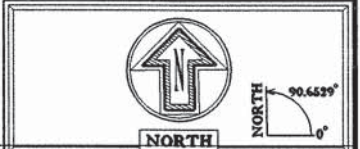
Pacific Ocean



AIRFIELD LOCATION PLAN



INSERT - DETAIL FLOOR PLAN BLDG 201



SPACE/AREA	SQUARE FEET
201-101	80 ←
201-102	540
201-103	80
TOTAL BLDG 201:	700

RP 4821

DATE: JULY 1991

EXHIBIT: A



Airports Division

HONOLULU SOARING CLUB, INC.

GLIDER RIDE WAITING BLDG 201

201-101
PLAT AI

DILLINGHAM AIRFIELD

Left

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 5539

THIS AGREEMENT, made this 19th day of May, 1997, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

- 1. PERMITTEE: **HONOLULU SOARING CLUB, INC.**
- 2. ADDRESS: **c/o Mr. William L. Star**
[REDACTED]
- 3. AIRPORT: **Dillingham Airfield**
- 4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:
Space No. 630-102, containing an area of 7,476 square feet (Revetment Area).
- 5. PURPOSE(S): **Aircraft Maintenance Workshop**
- 6. RENTAL:

Monthly Rental:	\$ <u>15.00</u>
_____	\$ _____
_____	\$ _____
Total Monthly Rental:	\$ <u>15.00</u>
- 7. SECURITY DEPOSIT: **\$45.00**
- 8. EFFECTIVE DATE OF PERMIT: **APR 1 1997**
- 9. LIQUIDATED DAMAGES: **\$ 3.00**
- 10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:
Item No. 5 - Interest on Delinquent Rentals

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on _____

BOARD OF LAND AND NATURAL RESOURCES

By _____
Chairman and Member of the Board

By _____
Member

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
Its Director of Transportation

PERMITTEE
[Signature]

Title: V.P.

Left

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 5539

THIS AGREEMENT, made this 19th day of May, 1997, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

- 1. PERMITTEE: **HONOLULU SOARING CLUB, INC.**
- 2. ADDRESS: **c/o Mr. William L. Star**
[Redacted]
- 3. AIRPORT: **Dillingham Airfield**
- 4. PREMISES AS SHOWN ON ATTACHED EXHIBIT:
Space No. 630-102, containing an area of 7,476 square feet (Revetment Area).
- 5. PURPOSE(S): **Aircraft Maintenance Workshop**
- 6. RENTAL:
 Monthly Rental: \$ 15.00
 _____ \$ _____
 _____ \$ _____
 Total Monthly Rental: \$ 15.00
- 7. SECURITY DEPOSIT: **\$45.00**
- 8. EFFECTIVE DATE OF PERMIT: **APR 1 1997**
- 9. LIQUIDATED DAMAGES: **\$ 3.00**
- 10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:
Item No. 5 - Interest on Delinquent Rentals

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

Approved by the Board at its meeting held on _____

BOARD OF LAND AND NATURAL RESOURCES

By _____
Chairman and Member of the Board

By _____
Member

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
Its Director of Transportation

PERMITTEE
[Signature]

Title: V.P.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

A 3PM

Dillingham Airfield AIRPORT

THIS AGREEMENT, made this 11 day of April, 1984, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

- 1. PERMITTEE: Honolulu Soaring Club, Inc.
- ADDRESS: [REDACTED]
- TELEPHONE: [REDACTED]

2. LOCATION:

PLAT	SPACE NO.	AIRCRAFT/VEHICLE DESCRIPTION
B1	630-103	Cessna N-4736F Fuel Truck
		containing 6,875 Sq Ft. Cessna N-65070

- 3. PURPOSE (System I.D.): Aircraft/Equipment Storage
- 4. FEES: \$52.00/month @ \$.09 psfpy
- 5. SECURITY DEPOSIT: \$156.00
- 6. EFFECTIVE DATE: April 16, 1984
- 7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

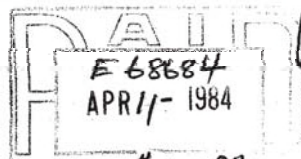
PERMITTEE:

HONOLULU SOARING CLUB, INC.

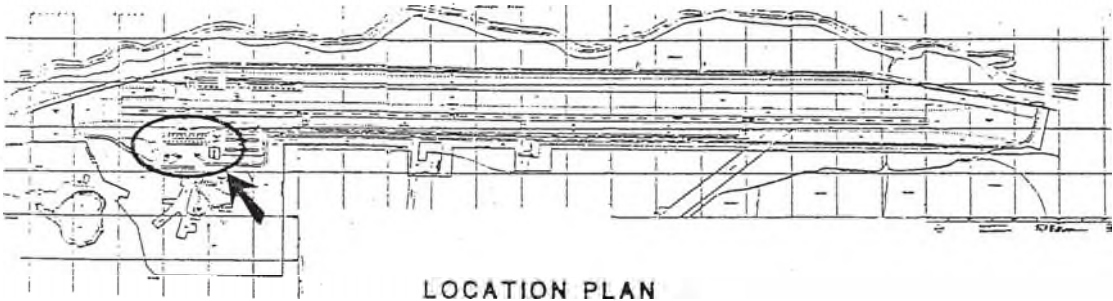
Permittee's Name

By William L. Steis
Its VP.

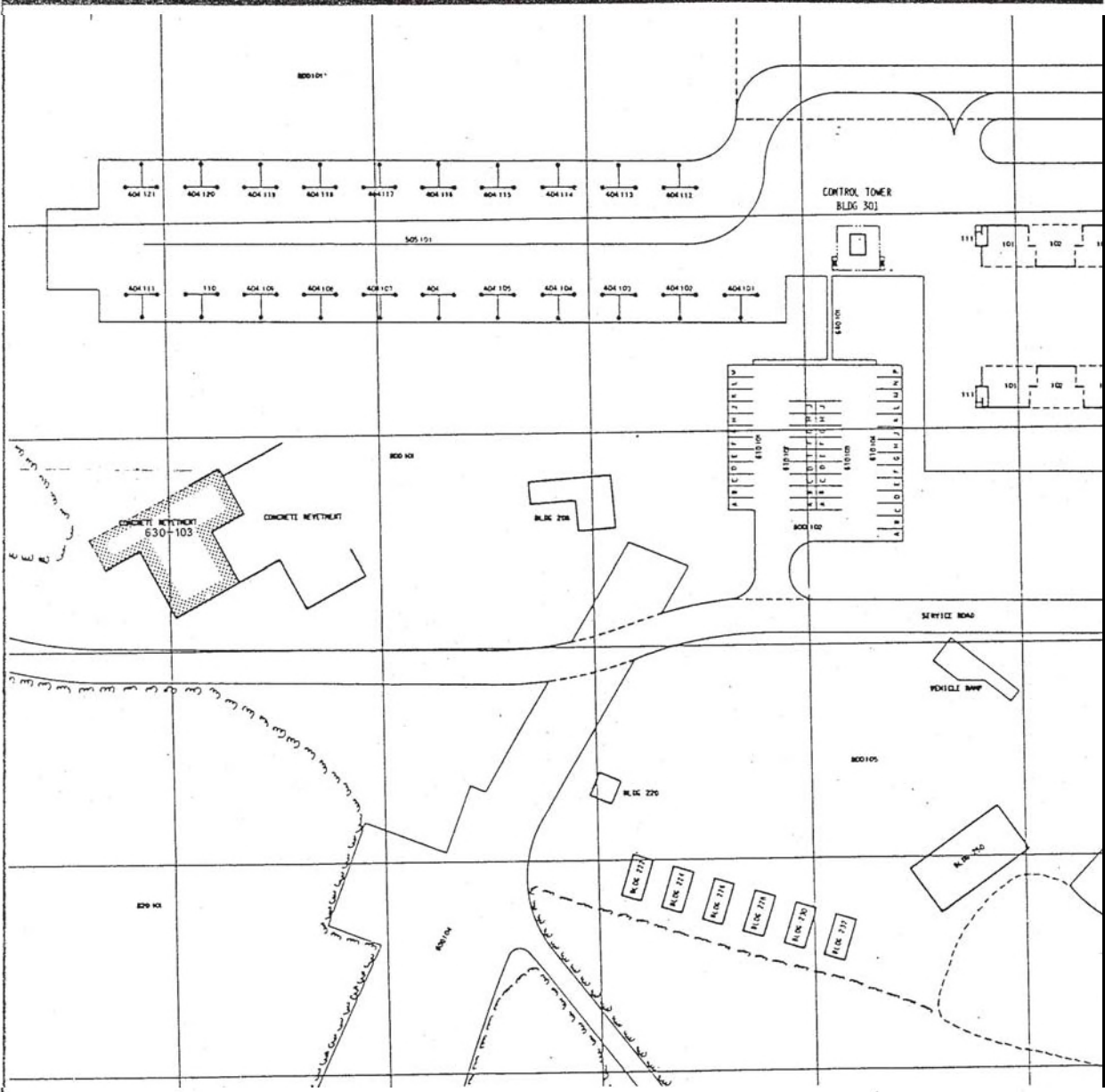
By [Signature]
District Airport Superintendent



SV



LOCATION PLAN



DATE: 03-30-1984

EXHIBIT: A



Airports Division
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

HONOLULU SOARING
CLUB, INC.

AIRCRAFT & EQUIPMENT
STORAGE

630-103
PLAT B1

DILLINGHAM AIRFIELD

PARKING PERMIT NO. PP-14-0018

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

DILLINGHAM AIRFIELD

THIS AGREEMENT, made this 9th day of December, 2014, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

1. **PERMITTEE:** NAM KO

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

E-MAIL: [REDACTED]

2. **LOCATION:** PLAT SPACE NO. AIRCRAFT DESCRIPTION
B1 HDH-405-108 1961 SCHWEIZER SGS 1-26B N-8621R

3. **PURPOSE** (System I.D.): PERSONAL - AIRCRAFT STORAGE

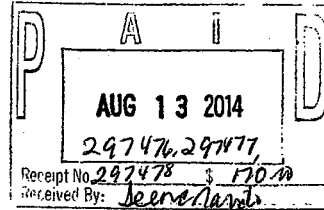
4. **FEES:** \$34.00 PER MONTH

5. **SECURITY DEPOSIT:** THREE (3) TIMES THE MONTHLY RENTAL IN EFFECT

6. **EFFECTIVE DATE:** JULY 1, 2014

7. **TERMS AND CONDITIONS:**

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.



PERMITTEE:

[Signature]
NAM KO

Title: Owner

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By [Signature]
ROSS M. HIGASHI
Deputy Director - Airports

Approved by the Board at this meeting held on

09-12-2014, Item M-5

BOARD OF LAND AND NATURAL RESOURCES

By [Signature]
Chairman and Member of the Board

By _____
Member

CO #00002009

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION
STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS N8621R	2 MANUFACTURER AND MODEL SCHWEIZER SGS 1-26B	3 AIRCRAFT SERIAL NUMBER 154	4 CATEGORY NORMAL
---	--	--	---------------------------------

5. AUTHORITY AND BASIS FOR ISSUANCE
This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein
Exceptions:

NONE

6. TERMS AND CONDITIONS
Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.


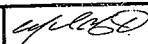
DATE OF ISSUANCE REPLACEMENT OCT. 31, 1961	FAA REPRESENTATIVE <i>[Signature]</i> ELLSWORTH CHENG	DESIGNATION NUMBER WP-HNL-FSDO
--	--	--

Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000, or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

FAA Form 8100-2 (8-82)

GPO 892-804

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS N 8621R	AIRCRAFT SERIAL NO. 154	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT SCHWEIZER SGS 1-26B		
ICAO Aircraft Address Code: 52754320		
I S S U E D T O	<p style="text-align: center;">RICHARDS GERARD J</p> <div style="background-color: black; width: 100px; height: 20px; margin: 5px auto;"></div> <p style="text-align: center;">Individual</p>	<p>This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.</p>
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		 U.S. Department of Transportation Federal Aviation Administration
DATE OF ISSUE April 2, 2012 EXPIRATION DATE April 30, 2015	 ACTING ADMINISTRATOR	

AC Form 8050-3 (10/22/12) Supersedes previous editions

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ **4750.00**
THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED
AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 8621R**
AIRCRAFT MANUFACTURER & MODEL
SCHWEIZER 1-26B
AIRCRAFT SERIAL No.
154

DOES THIS **4th** DAY OF **MARCH** 20 **13**
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL
RIGHTS, TITLE AND INTERESTS IN AND TO SUCH
AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

NAM KO



PURCHASER

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 20

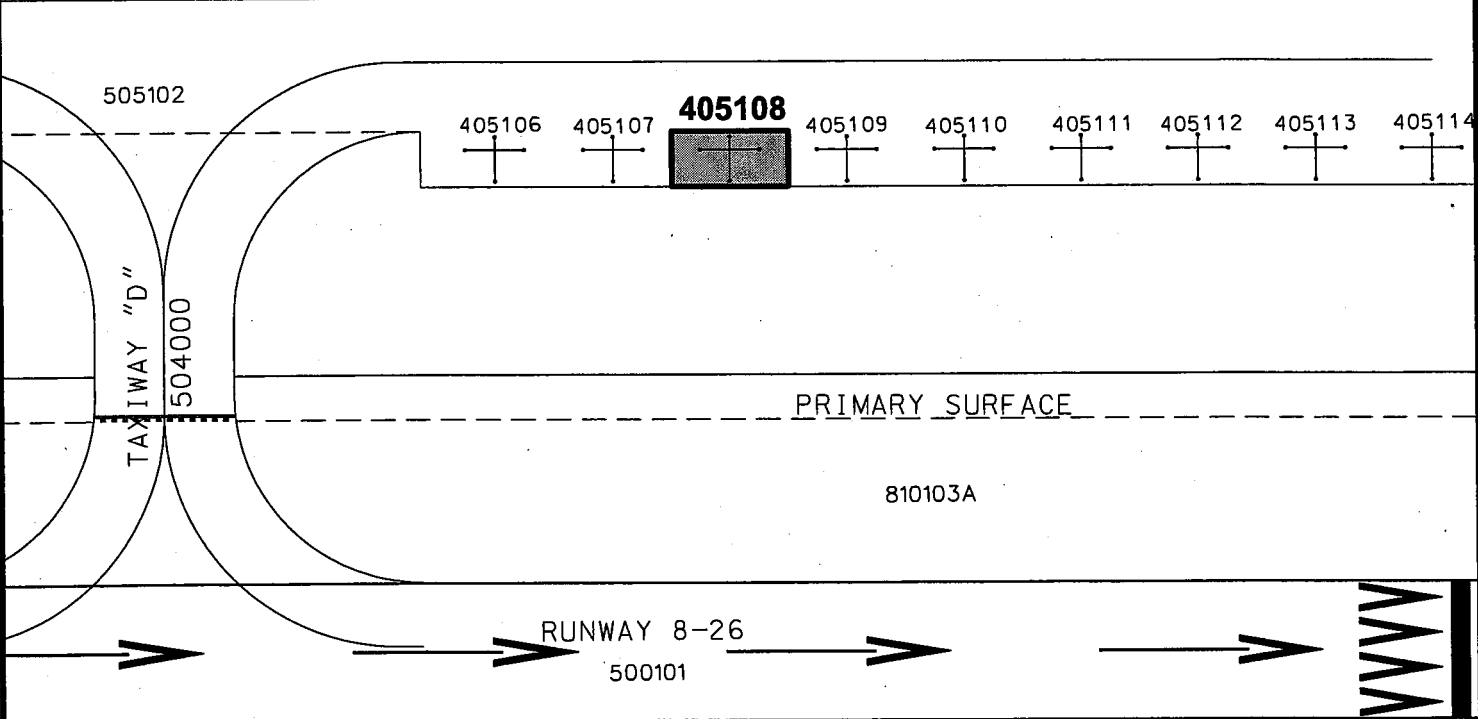
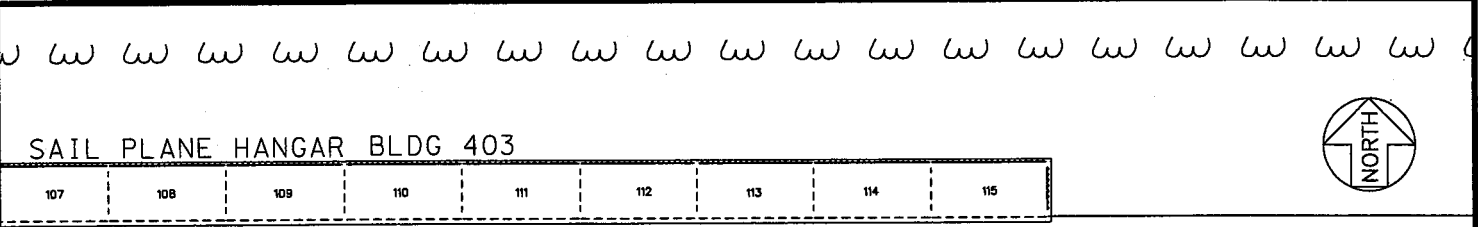
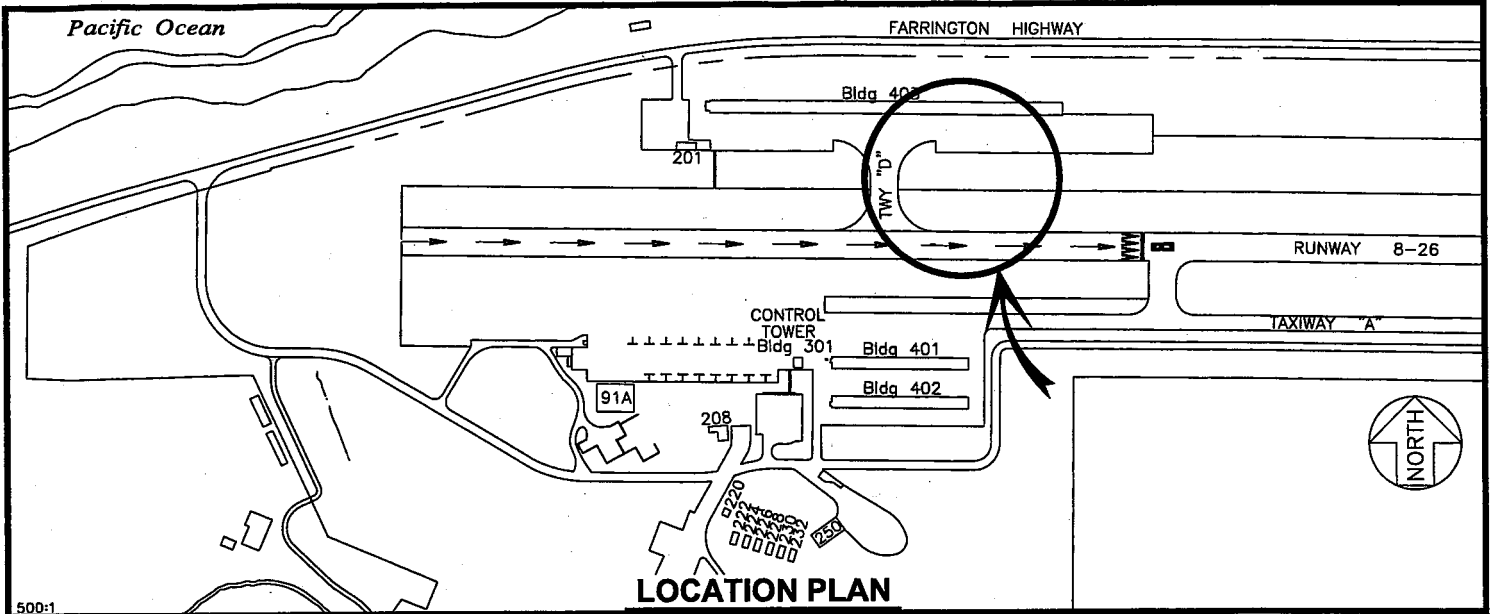
	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK (IF EXECUTED FOR CO-OWNERSHIP ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	GERARD J. RICHARDS	<i>Gerard J. Richards</i>	OWNER

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL
LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

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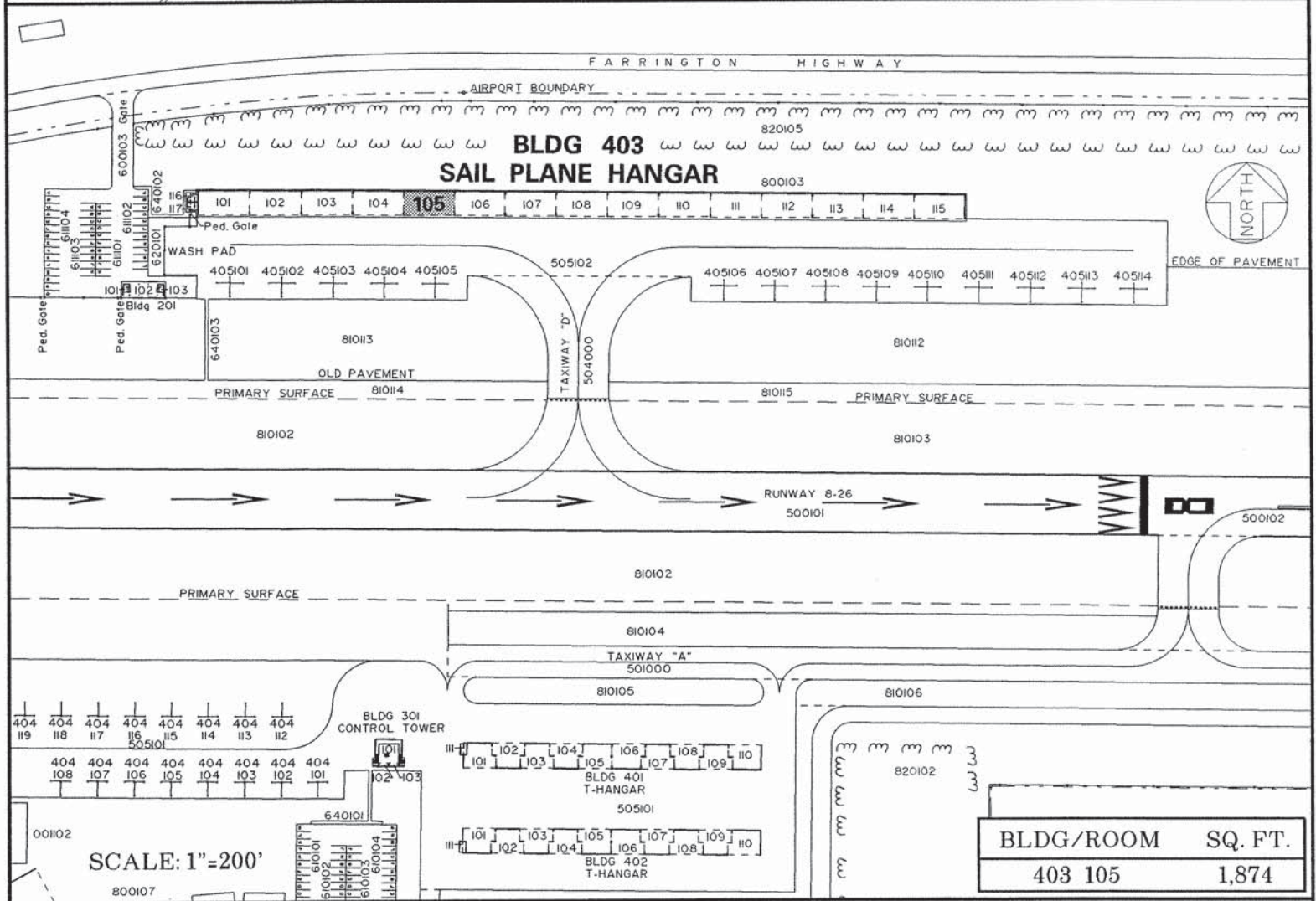
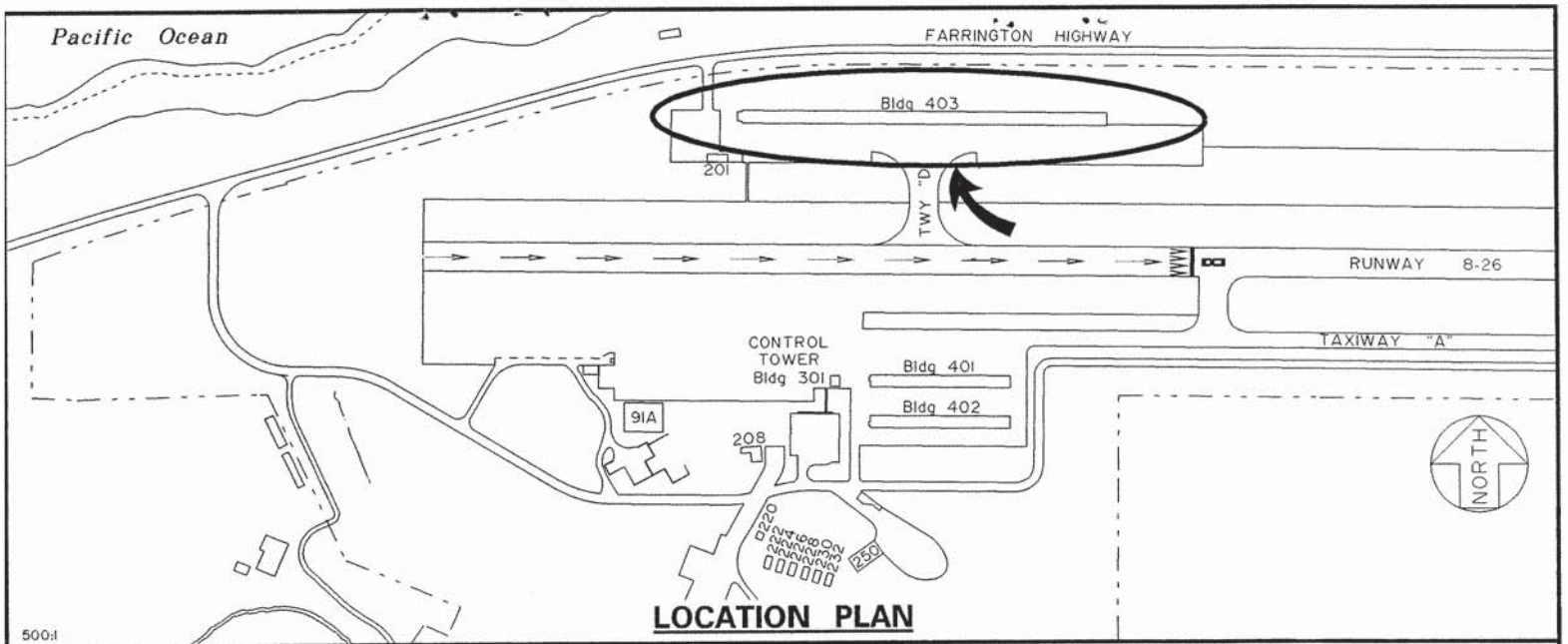
AREA/SPACE	SQ. FT.
405 108	1,890

SCALE: 1" = 100'

PP-14-0018	DATE : AUGUST 2014	EXHIBIT: A
	NAM KO	TIE DOWN GENERAL AVIATION FACILITIES
		405108 PLAT A1

DILLINGHAM AIRFIELD

N:\AIRPORTS\MDH_Dillingham\CAD\FM\plan...405108-01.dwg



R.P. NO. 5183

DATE: JUNE, 1994

EXHIBIT: **A**



Airports Division

HOWARD F. McPHEETERS

BLDG 403
SAIL PLANE HANGAR
AND TIE-DOWN AREA

403105
PLAT A1

DILLINGHAM AIRFIELD

PARKING PERMIT NO. PP-06-0004

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

STATE OF HAWAII-DOT
AIRPORT DIVISION

DILLINGHAM AIRFIELD

2006 JUN -8 P 2:17

THIS AGREEMENT, made this 31st day of January, 2006, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT," hereby grants to the PERMITTEE, hereinafter named, permission to occupy the following space(s) in accordance with the terms and conditions herein specified.

OAHU DISTRICT
AIRPORT SERVICES

1. PERMITTEE: NORTH SHORE AIRCRAFT LEASING COMPANY, LLC.

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

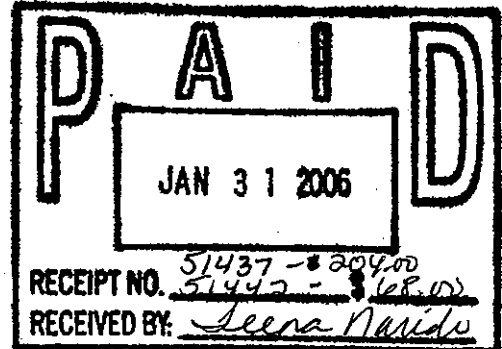
LOCATION:	PLAT	SPACE NO.	AIRCRAFT DESCRIPTION
	A1	HDH-404-116	1976 PIPER PAWNEE N-8555L
	A1	HDH-405-109	Glider to be delivered

3. ~~AZC~~ PURPOSE (System I.D.): AIRCRAFT PARKING
 \$76.00 \$38.00
 4. ~~AZC~~ FEES: ~~\$60.00 (\$34.00~~ PER MONTH PER SPACE)
 \$228.00
 5. ~~AZC~~ SECURITY DEPOSIT: ~~\$204.00~~ (3 MONTH'S RENT)

6. EFFECTIVE DATE: JANUARY 1, 2006

7. TERMS AND CONDITIONS:

- a. This permit is revocable with or without cause.
- b. The fees may be amended by twenty-five (25) days' advance written notice to the PERMITTEE.
- c. The DEPARTMENT shall not be liable to the PERMITTEE for the PERMITTEE shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from any action, liability or claim for damages or injury to person or property which may result from the use of the space by the PERMITTEE.
- d. The PERMITTEE shall comply with any and all laws, ordinances and rules and regulations of any and all governmental agencies applicable to the parking spaces granted herein.



PERMITTEE:

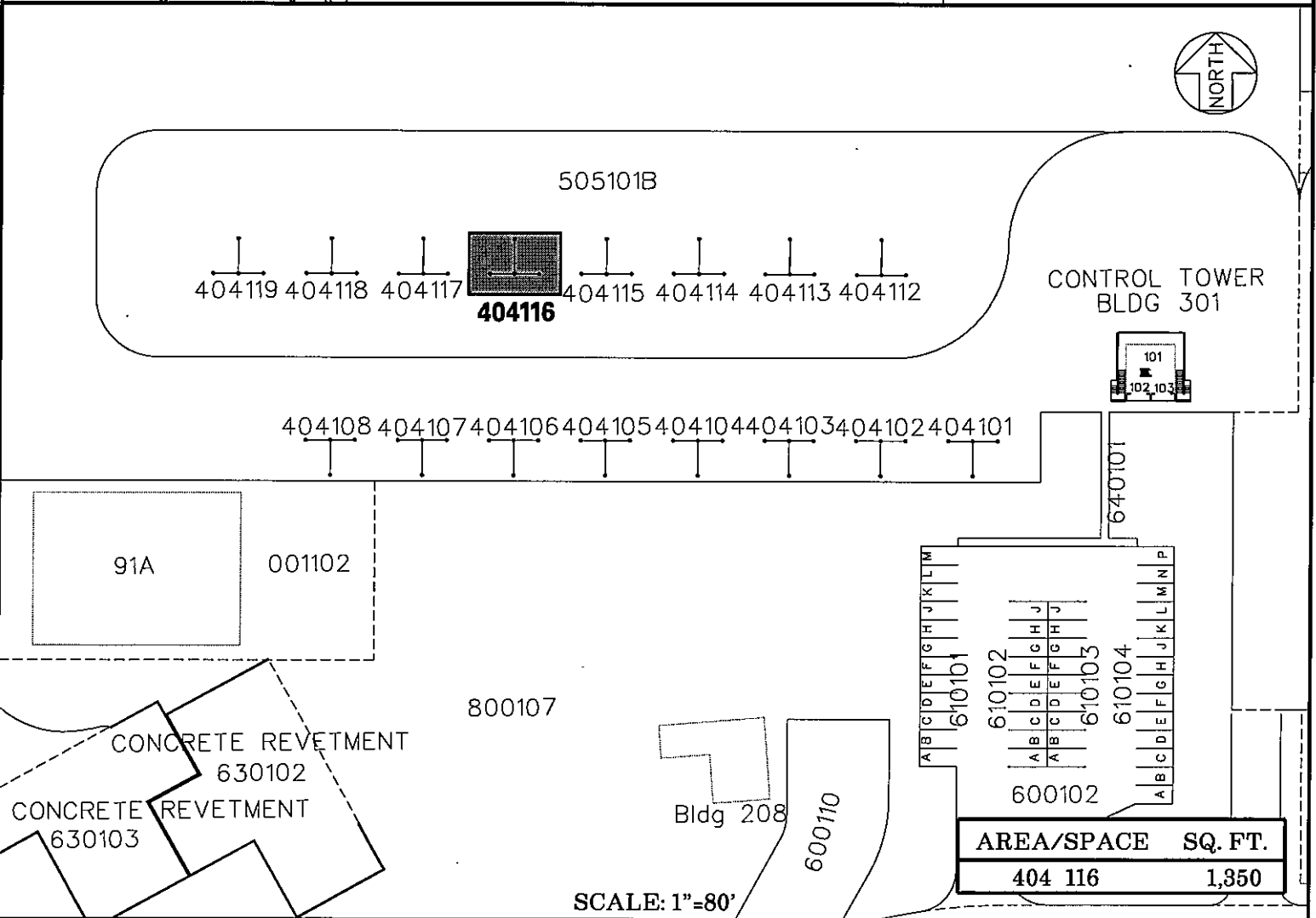
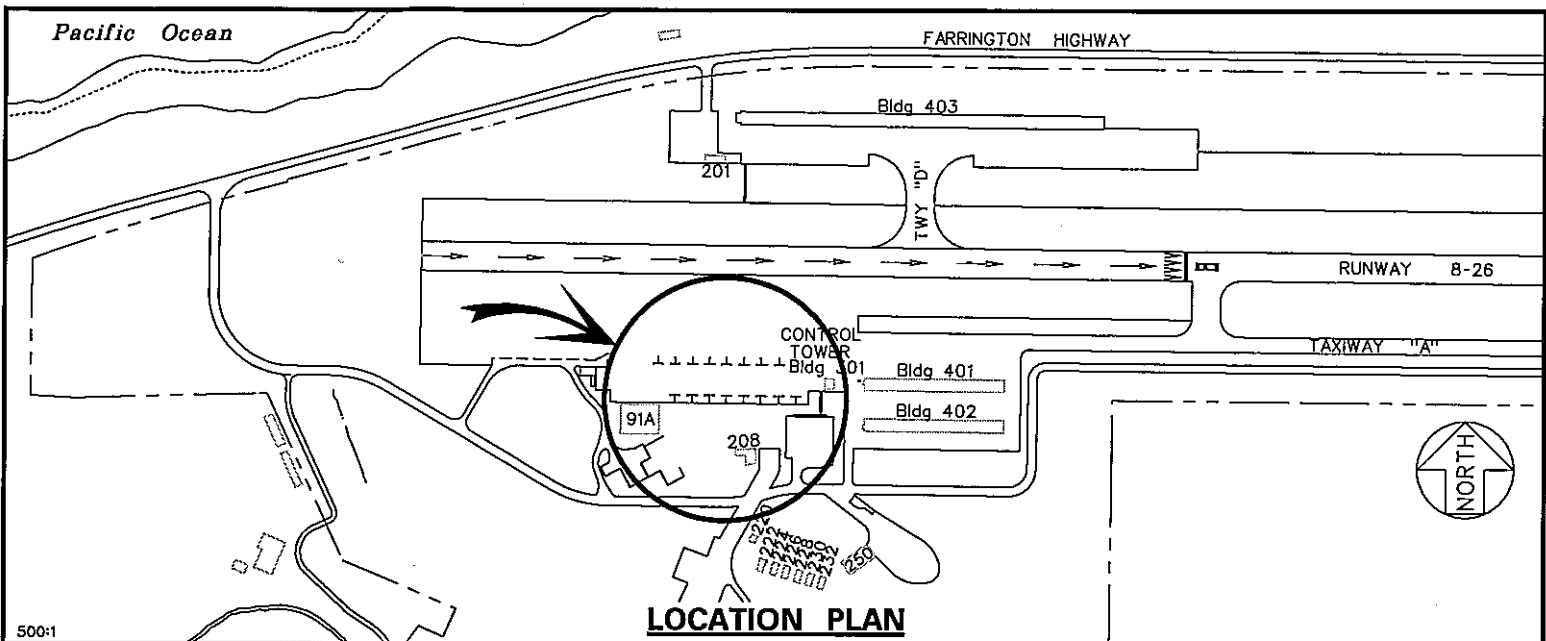
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

[Signature]
(Signature)

By: [Signature]
Airports District Manager

By: ANA Z CROMACKI
(Print Name)

Title: _____



PP-06-0004

DATE: JULY 2006

EXHIBIT: **A**



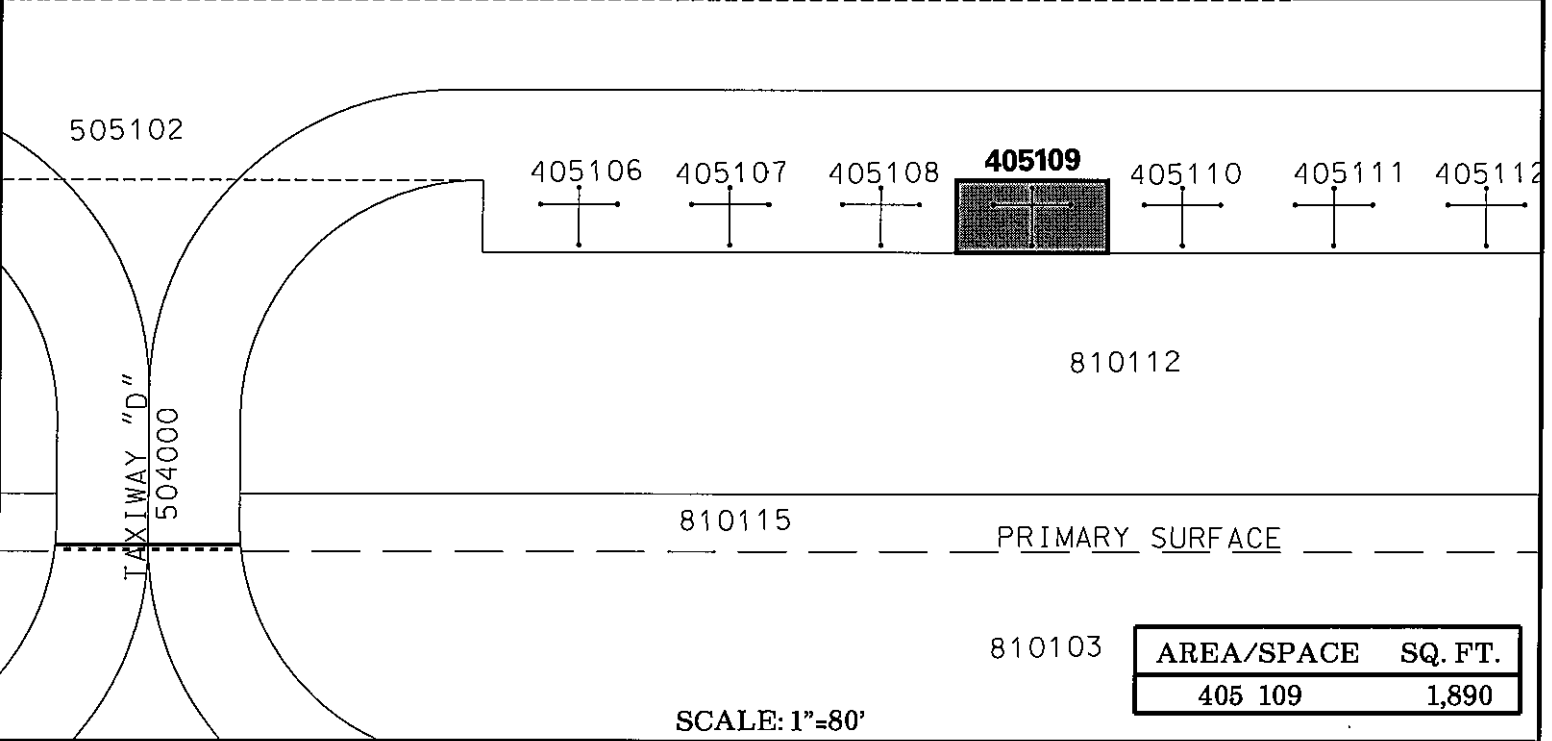
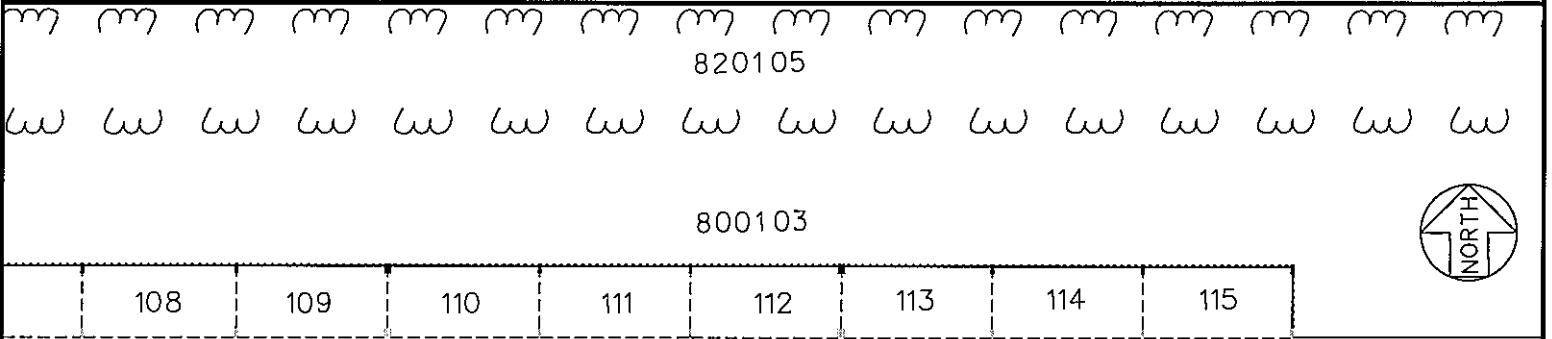
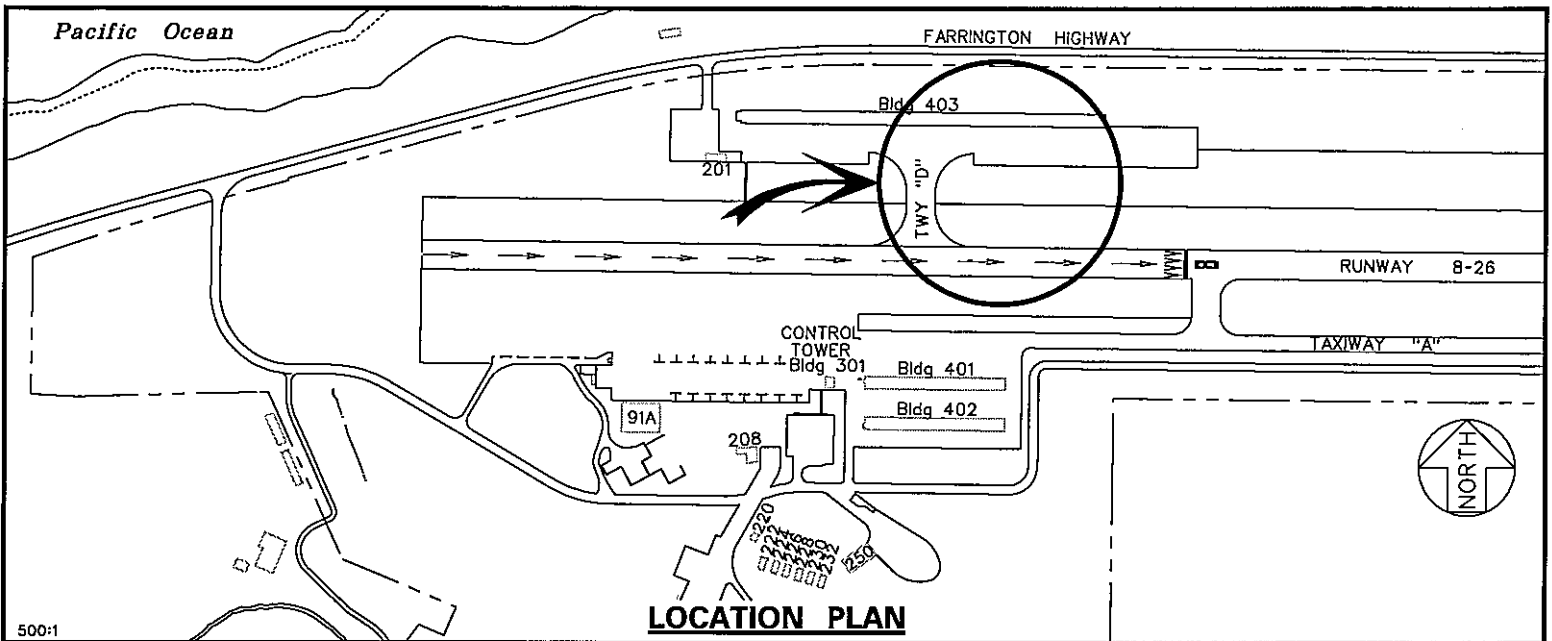
Airports Division

NORTH SHORE
AIRCRAFT LEASING
COMPANY, LLC

TIE-DOWN
AREA

404116
PLAT B1

DILLINGHAM AIRFIELD



PP-06-0004

DATE: JULY 2006

EXHIBIT: **A**



NORTH SHORE
AIRCRAFT LEASING
COMPANY, LLC

BUILDING 405
TIE-DOWN AREA

405109
PLAT A1

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. 6926

THIS AGREEMENT, made this 28th day of July, 2010, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. **PERMITTEE:** NORTH SHORE AIRCRAFT LEASING COMPANY, LLC
2. **ADDRESS:** [REDACTED]
3. **AIRPORT:** DILLINGHAM AIRFIELD
4. **PREMISES AS SHOWN ON ATTACHED EXHIBIT:**

Space No. HDH-800-104B, containing an area of approximately 2,500 square feet.
5. **PURPOSE(S):** Placement of a bus and trailer to be used as an office (sales and services) for the Boy Scouts of America, Post 2013 Aviation Explorers.
6. **RENTAL:**

Monthly Rental	\$ <u>100.00</u>	
Total Monthly Rental		\$ <u><u>\$100.00</u></u>
7. **SECURITY DEPOSIT:** \$ 300.00
8. **EFFECTIVE DATE OF PERMIT:** March 1, 2010
9. **HOLDOVER TENANCY:** \$ 33.33
10. **SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:**
 - a. Environmental Compliance – Permittee's Duties
 - b. Special Conditions for Dillingham Airfield

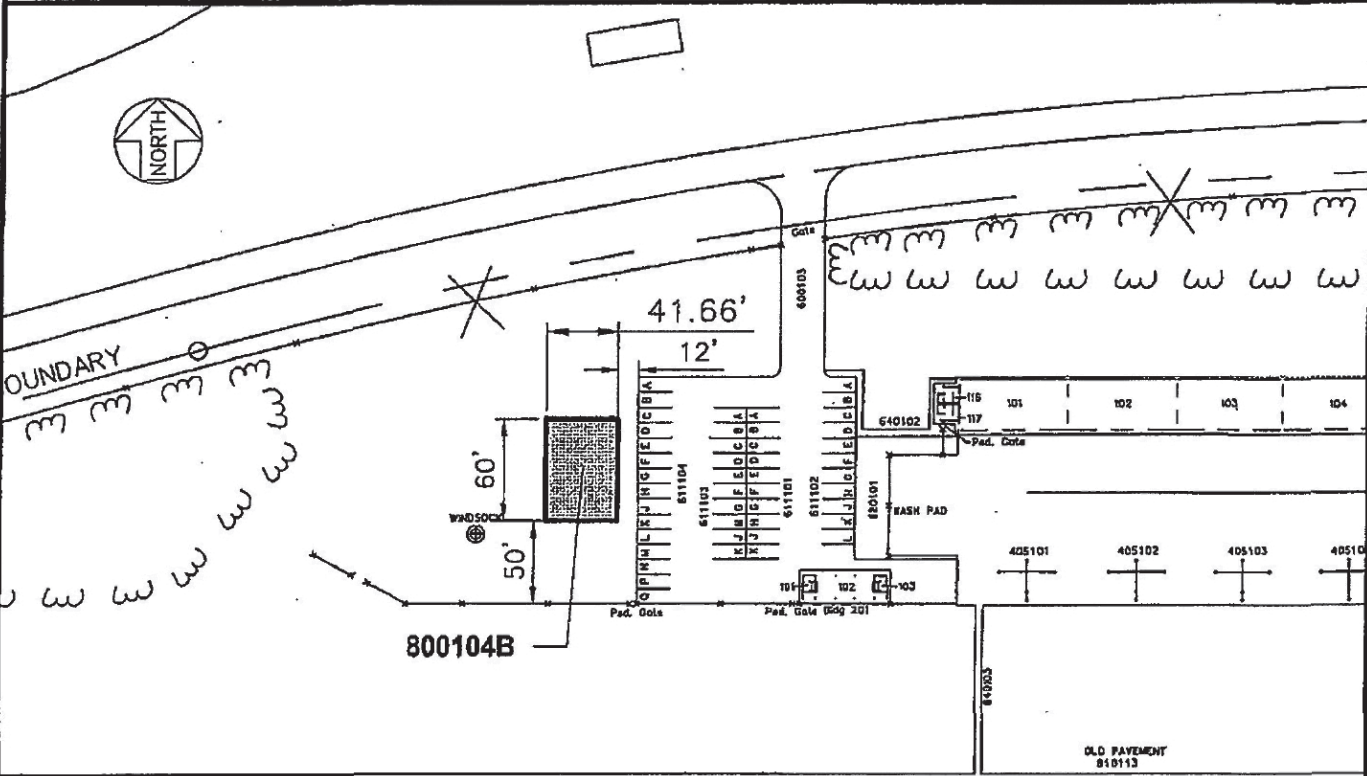
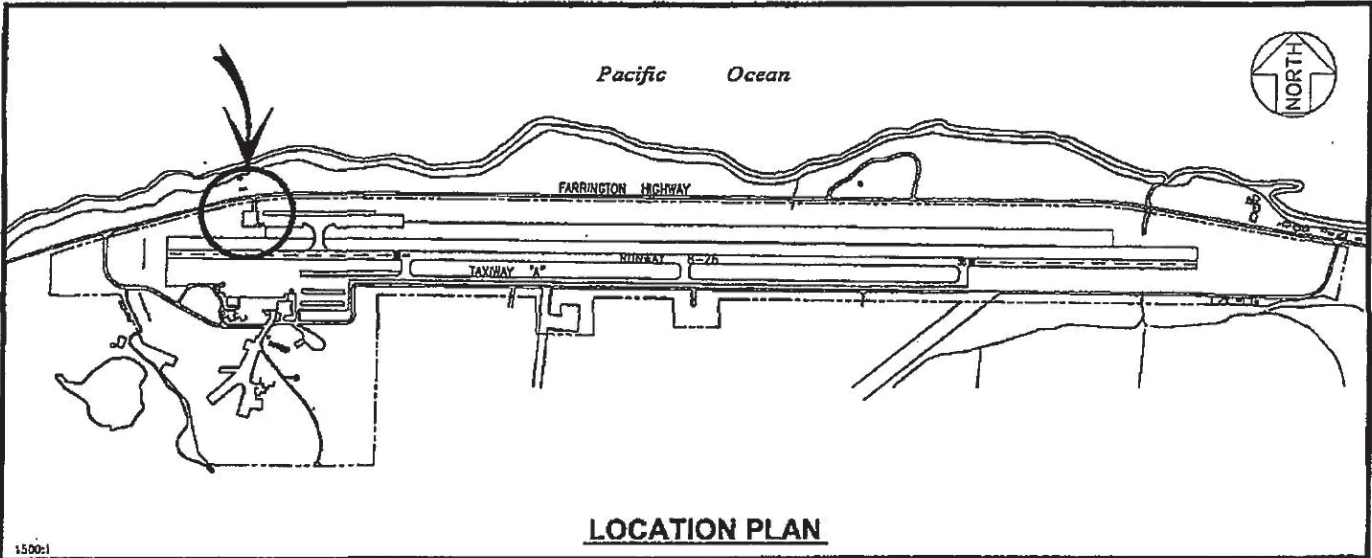
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By 
Deputy Director - Airports

PERMITTEE: NORTH SHORE AIRCRAFT LEASING
COMPANY, LLC

By ana z fromacki



PRIMARY SURFACE

AREA/SPACE	SQ. FT.
800 104B	2,500

SCALE: 1" = 100'

RP-6926 DATE : JANUARY 2010 EXHIBIT: A



NORTH SHORE
AIRCRAFT LEASING
COMPANY, LLC.

LOTS
NW OF RUNWAY

800104B
FLAT 32

DILLINGHAM AIRFIELD

N:\AIRPORTS\H0H_DILLINGHAM\CAD\PM\H0H_800104B-01.DWG