

Request for Proposals (“RFP”)
Farming
South Bend International Airport

1) Introduction and Purpose

The South Bend International Airport owned and operated by the St. Joseph County Airport Authority (“Authority”) is requesting proposals from qualified individuals to conduct certain farming activities on property owned by the St. Joseph County Airport Authority. If a proposal is accepted by the Authority, the successful proposer (“Lessee”) will enter into 1 or 2 lease agreements with the Authority and conduct farming activities according to the Authority’s standards.

2) Subject Property As shown on Exhibit A

Existing Parcels and acreage:

	<u>ACREAGE</u>	<u>LOCATION</u>	<u>ALLOWED CROPS</u>
1.	20.2 Acres	Lathrop Street	alfalfa, Corn, mint, hay
2.	18.5 Acres	Nimtze Parkway	alfalfa, Corn, mint, hay

3) Crops

Parcels will have restrictions on the crops that can be planted. Each parcel will have the restrictions listed under Section 2.

4) Lease Term

The subject property will be leased for a base term of three years.

5) Rent and Fees

Rent will be on a per acre basis. Proposal amounts will be for the base year, years 2 and 3 will each have a 3% increase. The Authority expects that the successful Proposer will be responsible for all maintenance and repair, insurance, utilities, and taxes associated with the use of the subject property. At the present time there are no property taxes or utilities.

6) Schedule for RFP Process

The schedule for this RFP process (which is subject to change) follows:

1. RFP Issuance 12/20/21
2. Interested Proposer can make appointment to tour the parcels (non-mandatory) before 1/14/22
3. Questions due by noon 1/17/22
4. RFP Addendum, if necessary, to issue by 1/18/22
- 5: RFP Proposals to Authority by Noon (Eastern Time) 1/21/22
6. Negotiation of leases and approval by Authority Board no later than 1/28/22

7. Execution of Agreements 2/1/22

7) Proposers Instructions

The Authority is soliciting qualified competitive Proposals because it has determined that this process best serves the interest of the Airport and the public. All Proposers will be afforded a full opportunity to submit Proposals in response to this RFP and no person shall be discriminated against on the grounds of race, color, age, sex, or national origin.

Authority staff will evaluate all Proposals based on what is most advantageous to the airport and its patrons. The Authority will then select the Proposer that best meets the evaluation criteria and make a recommendation to the Authority Board. Under no circumstance will the Authority be obligated to accept any Proposal and reserves the right to reject any or all Proposals for any or no reason, to modify, supplement, or amend this RFP, the process or schedule, to waive any informality, to negotiate any portion of any proposal, to negotiate with a Proposer, to postpone, reissue or cancel the RFP or to advertise for new proposals. Preference will be given to proposers who propose multiple locations.

Proposals will be received and publicly acknowledged at the location, date and time as stated. Proposers, their representatives and interested people may be present. The proposals shall be received and acknowledged only so far as to avoid disclosure of the contents to competing offers and kept secret during evaluations and negotiations. However, proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by Proposers as such.

The Proposer shall not lobby, either an individual or on a collective basis the Authority (its board, employees, or outside advisors) or any federal, state, or local elected or public officials or support staff personnel regarding this RFP or a proposal. Proposers, the Proposers acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Authority, (its board, employees, or outside advisors) or any federal, state, or local elected public official or support personnel to arrange meetings, visits, or presentations to influence the outcome of the selection process, other than to schedule a tour or ask questions as specified in section 8.

Violation of this provision, by or on behalf of the Proposer, intentionally or unintentionally, will result in disqualification of the Proposers and/or rejection of the proposal.

All Proposers must submit evidence that they have the necessary qualifications, experience, capabilities, and financial resources to fulfill the terms and conditions of the lease agreement. As such Proposers must complete and/or submit all of the information, data, documentation, and material stipulated in this RFP. Failure to do so will be grounds for disqualification of the Proposer and/or rejection of a proposal. The proposal and any other information, data, documentation, and material submitted by the Proposer will be relied upon by the Authority in making the decision to lease the subject property, and must be warranted by the Proposer as true, accurate and complete.

8) Airport Tour (Non-Mandatory)

Interested Proposer may setup an appointment to tour the airport property subject to this RFP prior to the date listed in section 6. This is not mandatory. All properties are located outside the fence and can

be accessed from the road. No questions will be answered on the tour, questions must be submitted in writing.

Tours can be set up by contacting the Properties Manager Kerianne Linn, at klinn@sbnair.com.

9) Investigation of Conditions and Circumstances

The submission of the Proposal shall be considered conclusive evidence that the Proposer: (1) has read, and is thoroughly familiar with and fully understands the RFP and all related documentation and material (2) considers itself fully qualified, experienced, capable and competent to occupy and use the subject property and successfully engage in the proposed activities at the airport and is fully aware and understands all the requirements associated with doing so, (3) has thoroughly, conscientiously, and independently investigated all aspects of the opportunity and all related documentation, or material conveyed in this RFP or otherwise provided by the Authority (4) is fully aware of and understands the conditions or circumstances that exist in the aviation industry, the community, at the airport and in the marketplace.

No claim for adjustment of any provision of the lease agreement to be executed shall be honored after the proposal has been submitted on the grounds that the Proposer was not fully informed as to the existing conditions or circumstances of other related matter.

The Authority cannot and does not make any representation or warranty with regard to the information, data, documentation, and material conveyed in the RFP or otherwise provided by the Authority. The successful Proposer will be leasing the subject properties in an "as is" condition without representations or warranties from the Authority as to the condition or suitability of the land. As such, Proposer shall conduct their own independent investigations and analysis and make their own assessments, judgments, and decisions regarding this opportunity.

10) Presentation of Proposals

Proposals must be complete, accurate and free of ambiguity, incomprehensibility, alterations, or irregularities of any kind. Upon completion, the Proposal must be signed in ink by the Proposer or an authorized representative of the Proposer and included in the Proposal.

In the case of conflict between words and numerals, the words unless obviously incorrect shall control or prevail. Proposers are cautioned to verify and confirm all aspects of the Proposal prior to submittal. Negligence or omission on the part of the Proposer or any party preparing any portion of the Proposal confers no right to withdraw or make changes, additions, or deletions to the Proposal after the Proposal submission deadline.

The Authority shall not under any circumstances, be responsible for any costs or expenses associated with the proposal submitted including, but not limited to research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal or presentation of the proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the proposal submitted shall be the sole responsibility of the proposer.

11) Airport Information

The airport is a 14 CFR Part 139 certified primary service airport located in north central Indiana, approximately 3 miles northwest of the City of South Bend, Indiana.

ICAO identifier: KSBN

3 Runways:

Rwy 9R-27L is 8412 Ft by 150 ft

Rwy 18-36 is 7101 ft by 150 ft

Rwy 9L-27R is 4300 Ft by 75 ft

Air carrier service by Allegiant, Delta, American and United, seven days a week. FedEx and UPS operate mainline aircraft (757 or other) 5 nights a week.

Additional statistical information on SBN can be found at http://www.flysbn.com/airport_statistics.php

12) Expectations

Attached is the draft lease for farming operations in the form of Exhibit D. Exceptions, variations and other changes to the draft lease will be made on a case-by-case basis at the sole discretion of the Authority.

13) Proposal Content

Proposals must be organized so that each element (identified below) is addressed in the order indicated herein. Each Proposer must certify that it has not participated in collusion or other anti-competitive practices in connection with this RFP process by executing and returning with its Proposal the non-Collusion Affidavit in the form of Exhibit B attached hereto. Proposers must answer all questions completely and accurately and furnish all required information, data and documentation, and material.

- 1) Qualification and Experience- Each Proposer must provide a description of the experience, qualifications, and capabilities to engage in the proposed activity.
- 2) Exhibit B Non-Collusion Affidavit
- 3) Exhibit C – Proposal including price per acre and crop selection
- 4) Exhibit D- Draft Lease Agreement

14) Selection Criteria

Each of the selection criteria factors will be evaluated by price per acre and crop selection, in addition to other factors it deems advantageous to the airport and its patrons. However, the final determination of the success of a proposal will be primarily evaluated based on what is the best interest of the airport and compliance with requirements of the RFP. Preference will be given to those who submit proposals for both parcels. The Authority reserves the right to negotiate the best terms for the airport with the person or entity submitting the proposal selected, and such best terms for the airport may include entering into a contract with any of the entities responding to this RFP. **No proposals will be accepted from any proposer who is in arrears in any payments due to the Authority.**

15) Miscellaneous

Any questions, comments, or requests concerning the RFP must be received **in writing** to Kerianne Linn via email to klinn@sbnair.com prior the question submission deadline in section 6.

The Authority's responses to questions, comments, or requests will be provided in the form of a written addendum to the RFP. Any addendum issued by the Authority will be posted on our website by the date listed in Section 6.

Oral communications from the Authority (its board, employees, or outside advisors, or any other person associated with this RFP) shall not be binding on the Authority and shall in no way modify any provision of the RFP document. Only written responses (in the form of a formal addendum) issued by the Authority shall be binding on the Authority.

16) Subordination to the Authority's Grant Assurances

The lease or leases with the successful Proposer will be subordinated to the provisions of any existing or future agreement between the Authority and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport. In the event that the Authority reasonably determines that the lease or leases causes or may cause a violation of any agreement between the Authority and the United States, the Authority shall have the unilateral right to modify the lease or leases to ensure compliance with all such agreements with the United States. This subordination provision shall survive the execution of such lease or leases with the successful Proposer.

17) Proposals Accepted

Proposals will be received in the Airport Information Center, 4477 Progress Drive, South Bend, IN 46628 according to the schedule in Section 6. Proposals received after that time will be returned unopened.

Each proposal must be placed in a sealed envelope, and signed by a person having authority to bind the firm in a contract and clearly marked "RFP for Farming"

Exhibit A

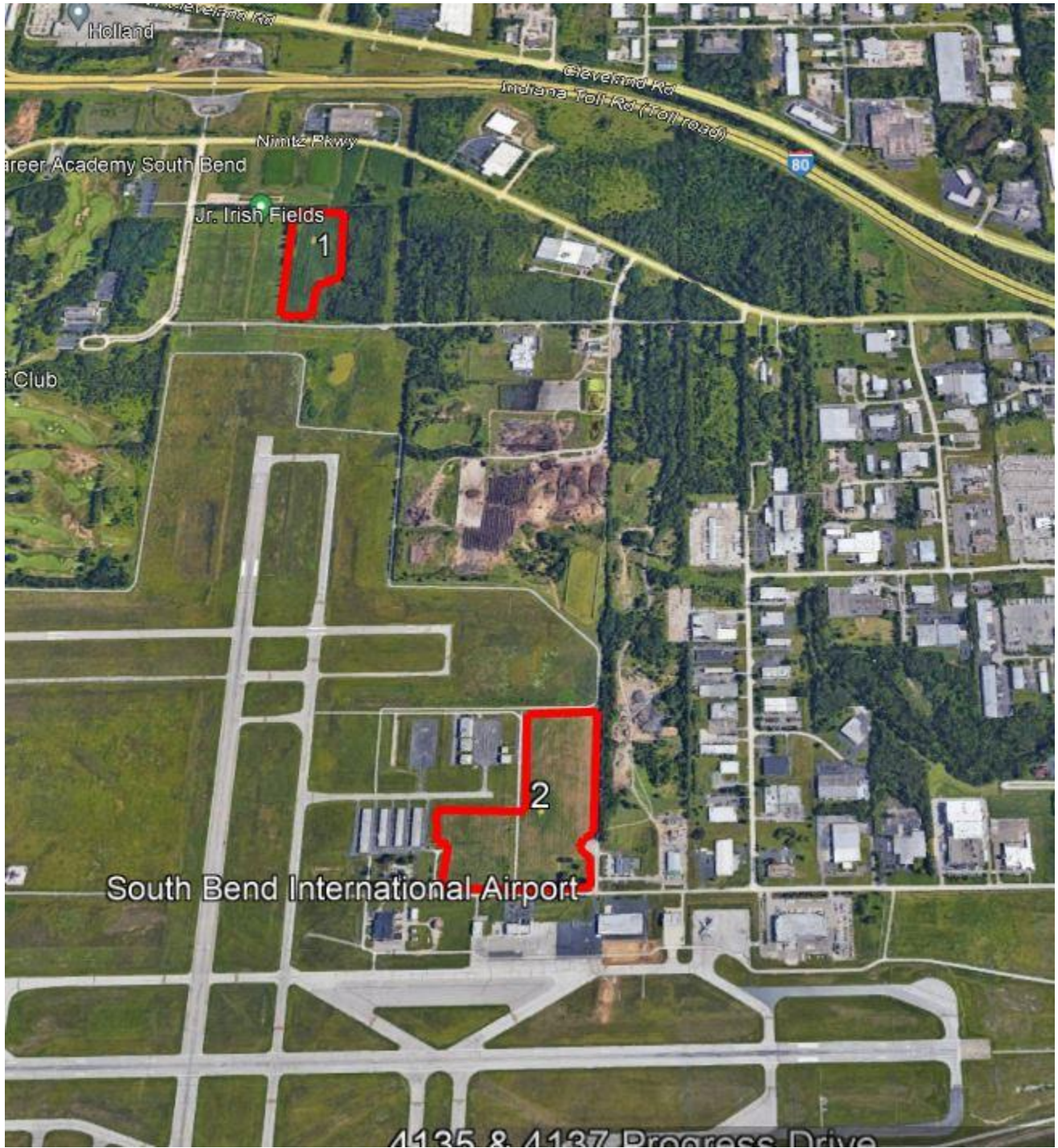


EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF _____)
)
 _____ COUNTY)

The undersigned authorized representative of Proposer, being duly sworn on oath, states that he/she is duly authorized to act on behalf of proposer and has not, nor has any other employee, member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price or services to be offered by any person nor to prevent any person from making a Proposal nor to induce anyone to refrain from submitting a Proposal and that this offer is made without reference to any other offer.

Respondent (Name of Firm) _____

Signature of Representative/Agent _____

Printed Name of Representative/Agent _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2022.

My Commission Expires:

Notary Public

County of Residence

Exhibit C

Proposal Sheet

PROPOSER INFORMATION

Company Name: _____

Contact Person and Title: _____

Email Address: _____

Phone Number: _____

Address: _____

Signature: _____

Parcel 1 price per acre \$ _____ Crop Selection _____

Parcel 2 price per acre \$ _____ Crop Selection _____

EXHIBIT D
GROUND AGREEMENT
FARM LEASE

This Agreement is made this _____ of _____, 2022 between the St. Joseph County Airport Authority, a municipal corporation (the "Authority") and _____ (the "Lessee")

RECITALS

- A. The Authority currently owns and operates an airport known as the South Bend International Airport (the "Airport") located in St. Joseph County, Indiana, and
- B. The Authority deems it advantageous to itself and its operation of the Airport to Lease to Lessee certain premises and to grant to Lessee certain rights, privileges, and uses necessary to conduct Farming Activities.

COVENANTS

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

ARTICLE I

PREMISES

The Authority leases to Lessee certain unimproved real estate, located in St. Joseph County Indiana, and described in Exhibit "A."

- A. LEASED PREMISES. The leased premises shall be as follows: The Authority hereby leases to the Lessee and the Lessee accepts a certain unimproved part of the property located on _____,

South Bend, IN 46628 as shown on the drawing attached hereto as Exhibit "A" containing approximately _____ acres respectively of unimproved space (the "Leased Premises"). Lessee agrees that it has inspected the Leased Premises and the taking of possession of the Leased Premises "As Is" and the Leased Premises was in good satisfactory condition and suitable for the use intended by Lessee at the time such possession was taken. Authority agrees to adjust any acreage, per official USDA survey, provided survey is given to Authority prior to planting.

ARTICLE II

TERM OF LEASE AGREEMENT

A. TERM. Subject to earlier termination as may be provided in this agreement, the term of this Lease Agreement shall be for a period commencing for the growing season of 2022 and ending the at the end of the growing season, 2024.

B. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement without consent of Authority, or after the Authority gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and one half (1 ½) times the normal rent chargeable at the termination of the lease.

ARTICLE III

FEES

Lessee shall pay to the Authority, during each year, fees as follows:

A. FEES. As an annual rental, Lessee agrees to pay Authority, for tillable fields at the rate \$_____ of per acre per year for year one (1), \$_____ per acre for year two (2) and \$_____ per acre for year three (3).

B. TIME OF PLACE OF PAYMENT. All fees shall be paid yearly in advance of each lease year with the first payment due March 1, 2022. All payments are to be made at the office CEO & Executive Director or such other place Authority may direct Lessee in writing.

C. DELINQUENT FEES. There shall be added to all sums due Authority and unpaid, an interest charge of one and one-half (1 ½) times of the principal sum for each full calendar month of delinquency, computed as simple interest. No interest shall be charged upon any account until payment is fifteen (15) days overdue but such interest, when assessed thereafter, shall be computed from the due date.

ARTICLE IV

PRIVILEGES

During the term of this Agreement, Lessee shall have the following rights and privileges, subject to rules, regulations, and ordinances of the Authority in effect from time to time.

A. PRIVILEGES OF LESSEE

1. INGRESS AND EGRESS. Lessee shall have the right of ingress and egress from the Leased Premises over and across public and common areas serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material consistent with the Airport Security Program.

2. USES. The Leased Premises shall be occupied and used by the Lessee for the farming of an approved crop as described in Section V.B. The Lessee (a) shall occupy and use the Leased Premises during the term for the purposes specified above and none other; (b) may not make or permit any use of the Leased Premises which, directly or indirectly, is forbidden by law, ordinance, or government regulations which may be dangerous to life, limb, or property, or which may invalidate or

increase the premium cost of any policy of insurance carried. Lessee agrees that they will maintain the Leased Premises within OSHA rules and regulations.

B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth above. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance or any other action which may interfere with or disturb the quiet enjoyment of any other Lessee/Lessees of the Authority or buildings of which the Leased Premises forms a part nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any improper, immoral, or unlawful act.

ARTICLE V

OBLIGATIONS OF LESSEE

Lessee shall honor the following obligations:

A. REPAIR, MAINTENANCE, AND OPERATION BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises including but not limited to the following:

1. Lessee shall not dispose of any debris or waste material on Airport Property.
2. Lessee may not remove any structures owned by the Authority including any asphalt or concrete drive lanes.

The Authority shall be the sole judge of the due repairs and maintenance undertaken by the Lessee, and may upon written notice, require specific repair and maintenance work to be completed. If such repair or maintenance is not completed within a reasonable time period the Authority shall have the right to perform such due repairs or maintenance, and Lessee shall reimburse Authority for the cost of such repairs or maintenance plus a fifteen (15%) percent administrative fee upon presentment of a billing.

Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Authority in as good condition as when received, reasonable wear and tear excepted. The authority reserves the right to make periodic inspections of the Leased Premises and improvements thereon.

If due to negligence or willful acts by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

B. The type of crop to be grown shall be _____. Lessee shall not plant any crop which shall create a hazard to aircraft operating at the Airport. The Airport Authority reserves the right to require a change in crop selection up to 180 days prior to planting if a crop is deemed to create a hazard to aircraft.

C. Lessee shall farm the leased Premises in a sound manner. Lessee shall not keep any animals on the premises. Lessee shall use the property for agricultural property only.

D. CONSTRUCTION, ALTERATIONS, REPAIRS AND ADDITIONAL CONSTRUCTION. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, without prior written approval of the Authority. Development and construction must be approved by the Executive Director in advance and shall be consistent with all guiding and regulatory documents including but not limited to in the Airport Master Plan, the Authority Development Standards, all NFPA standards and any security requirements in effect from time to time.

E. NO-LIEN ARTICLE. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor materials supplied to the leased premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "No-Lien" contract and Lessee shall make certain that the

Indiana Statutes relating to the “No-Lien” contracts are complied with in every particular. If any mechanics, laborers, or material men’s lien shall at any time be filed against the Leased Premises or any part thereof, which lien is not the result of Authority’s actions, Lessee shall cause the same to be discharged with of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee fails to cause such lien to be discharged by payment or through appropriate bond within thirty (30) days, then such failure shall be deemed a default in the performance of this Agreement.

Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Authority, express or implied by interference or otherwise, to any contractor, subcontractor, laborer, or material men for the performance, of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Leased Premises or any part of the Leased Premises.

F. TRASH AND GARBAGE. Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat, and sightly condition and shall not permit the accumulation of any trash, ashes, debris, or noxious weeds on the Leased Premises.

G. NON-DISCRIMINATION. The Lessee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or 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 furnishings of services thereon, no person on the grounds of race, creed, color, national origin, sex, age or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased 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, Non-Discrimination 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, the Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or similar types of price reductions to volume purchasers.

H. INDEMNITY AND INSURANCE BY LESSEE. As a condition for the granting of this Agreement and to the fullest extent permitted by law, Lessee agrees to indemnify and hold harmless Authority and the Authority's officers, directors, employees, servants, guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors from any and all claims, suits, judgments, liabilities, adverse conditions/or situations of any kind assessed, claimed suffered by or otherwise asserted against the Authority , and/or the Authority's officers, directors, employees, servants, guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors arising out of an act, omission, negligence, or misconduct, of the lease but not limited to, bodily injury, personal injury, loss of use, devaluation of property or property damage to any person or property except to the extent that such claims, suits, judgments, liabilities, adverse conditions, and/or situations of any kind assessed, claimed, suffered by or otherwise asserted were caused by the Authority or the Authority's officers, directors, employees, servants, guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors. Lessee further agrees to pay all related costs and attorney fees incurred by the Authority in the investigation and defense of any claim or allegation for which the Lessee is or may be wholly or partially, liable, responsible, or otherwise involved or implicated. Any such damage or injury may be incident to arise out of, or caused, wither proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct of the Lessee or any of its officers, directors, employees, servants,

guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors or any other person entering upon the Leased Premises under or with the express or implied invitation or permission of Lessee or when any such injury or damage is the result, proximate or remote, of the violation of Lessee or any of its officers, directors, employees, servants, guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors of any law, ordinance or governmental order or when any such injury or damage may in any other way arise from out of the repair or maintenance of the premises, possession, occupancy, or use the leased premises including, but not limited to, products sold or operations performed on or from the premises by the , officers, directors, employees, servants, guests, invitees, affiliates, heirs, executors, assigns, agents, contractors, or subcontractors of the Leased Premises.

Lessee further agrees to waive any and all rights of subrogation against Authority for bodily injury or personal injury to persons and for any damage to Lessee's property or property of others in the care, custody, or control of the Lessee.

For purposes of this Agreement, Lessee will procure and maintain at all times Farmers Comprehensive Liability and Property Damage including Automobile liability insurance (or equivalent) similar or equal to ISO Form CG 00 01 with a General Aggregate (other than Products-Completed Operations) of no less than \$2,000,000.00; Products and Completed Operations Aggregate of no less than \$2,000,000.00; Per Occurrence Limit of no less than \$5,000,000.00; Personal and Advertising Limit of no less than \$2,000,000.00; Fire Damage Legal Liability Limit of no less than \$1000,000.00; (any one fire) and Premises Medical Limit (any one person) of \$10,000.00. Lessee will add Authority as an Additional Insured under ISO Form CG 11 "Additional Insured- Managers or Landlords or Premises" or equivalent.

Lessee will procure and maintain at all times, Workers Compensation Insurance covering their employees, if any, and all uninsured subcontractors. This Worker's Compensation Insurance is a requirement of this Lease irrespective of State Law regarding minimum employments.

The above coverages are to be written on the broadest liability form possible including, but not limited to, blanket contractual, independent contractors and aviation non-ownership.

The above-described dollar amounts of insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Lease as compared to similar airports.

All of the above-described policies of insurance shall be issued by a company that is acceptable to the Authority and is qualified to do business in the State of Indiana. All of the above describe policies shall provide that the policy or policies cannot be cancelled or materially modified except with sixty (60) days' advance written notice by registered or certified mail to the Authority. Such insurance must provide that it will be considered primary insurance as respects any other valid and collectible insurance, or self-insured retention, or deductible the Authority may possess. Any other insurance or self-insurance retention of the Authority shall be considered excess insurance only.

Lessee shall provide Authority on or before Occupancy of the Leased Premises a Certificate of Liability Insurance equal to Accord Form #25S evidencing the placement of all coverages and extensions of coverages as outlined above. In addition, Lessee agrees to provide the Authority certified copies of all insurance policies if requested by the Authority. Lessee agrees that all of the above-described insurance policies shall contain a severability of insurance or cross-liability provision endorsement which shall read generally as follows: "In the event one of the insured incurring liability to any other of the assureds, this policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies have been issued to each assured. Nothing contained herein shall operate to increase the limits of liability.

I. CARE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Leased Premises in accordance with all applicable federal, state, local and Authority statutes, regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate Authority property or property adjacent to Authority property through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment or otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Authority and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the Authority may take any reasonable and appropriate action in the Lessee's stead. The costs of such remedial action by the Authority, shall be paid by the Lessee plus fifteen (15%) percent. In addition, Lessee shall indemnify and hold harmless as to any and all expenses, costs, or losses if Lessee fails to comply with this article in any way whatsoever. Violation of this Article shall be deemed a material breach of this Lease.

J. ENVIRONMENTAL.

1. "Hazardous substance" shall mean any hazardous substance as defined at 42.U.S.C 9601 (14), any regulated substance as defined at 42 U.S.C. 6991 (2), asbestos and PCB's.
2. "Transportation Laws" shall mean any and all federal statutes and regulations governing the transportation of hazardous materials by truck, rail, water, or air, including but not limited to 49 U.S.C. 5101 et seq.
3. Lessee shall not cause, suffer, or allow a release (as defined at 42 U.S.C. 9601 (22)) of a Hazardous substance to occur at the Leased Premises.
4. Lessee shall not cause, suffer, or allow a Hazardous Substance to enter upon or be present at the Leased Premises unless such presence is incident to the transportation of such

substance in intrastate or interstate commerce and such transportation and all acts incident thereto (e.g., packaging, labeling, placarding) are following all applicable transportation laws.

5. Lessee shall operate the Leased Premises in full compliance with all federal, state, and local applicable environmental statutes, rules, regulations, and ordinances and with all applicable transportation laws. Lessee shall not, without prior written consent of the Authority, install any storage tank, introduce fill material to, or make any improvements to the Leased Premises.

6. In the event of a release of a Hazardous Substance at the Leased Premises, Lessee shall promptly institute and diligently complete all necessary and appropriate actions whether on or off the Leased Premises, to abate and fully remediate such release. Lessee shall be solely responsible for any notification requirements under federal, state, or local law and to the Airport Authority. Lessee's remedial actions shall be those necessary to return the Leased premise to its condition as nearly as possible, which existed prior to the release. Should the Lessee fail to perform its responsibilities under this paragraph, authority may do so in Lessee's stead, the costs of which shall be paid by the Lessee plus fifteen (15%) percent.

7. Lessee agrees to indemnify, defend and hold harmless Authority, its directors, officers, employees, agents and each of their successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the term resulting or allegedly resulting from the release of a Hazardous substance at the Leased Premises caused by the Lessee during the term, or Lessee's handling of any Hazardous Substance incident to its transportation in commerce.

8. Authority represents that, to the best of its knowledge: there are no hazardous substances at, in, or under the Leased Premises in a condition or concentration which would represent a threat to groundwater or otherwise require remediation under any federal, state, or local statute, rule, regulation or ordinance; the Leased Premises are in compliance with all applicable environmental laws;

and there are no asbestos-containing materials, PCB's or underground storage tanks at the Leased Premises.

9. Authority agrees to indemnify, hold harmless and defend Lessee, its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses, and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the term resulting or allegedly resulting from the presence of any Hazardous Substance, asbestos-containing material, PCB or underground storage tank existing as of the date of the first occupancy by Lessee.

10. Lessee shall comply with all Storm Water Pollution Prevention Plan, Spill Prevention Control Counter Measures, and all other Authority requirements as amended from time to time.

K. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the statutes, rules, and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the Authority not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

L. CONTINUOUS OPERATION. Lessee shall maintain a farming type business at all times, with the appropriate permits and licenses.

M. HARVEST. Lessee shall harvest all crops within a reasonable time after crops mature. In the event Lessee does not do so; the Authority may have the crops harvested at Lessee's expense. Authority shall have a landlord's lien on the crops as security for the rental and performance of other covenants and agreements of the Lessee. Lessee shall obtain prior written consent of the Authority before pledging the crops as security for any other indebtedness.

N. BURN. Lessee shall not burn any material on leased premises.

O. SOIL BANK. None of the leased land shall be placed in a soil bank or other land retirement program without the prior written consent of the Authority. Land placed in one of these programs must be mowed on a regular basis.

ARTICLE VI

OBLIGATIONS AS A PUBLIC AIRPORT

A. OPERATION AS A PUBLIC AIRPORT. Authority covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Authority to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. Authority shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for an purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee, to make any repairs, additions or alteration deemed necessary by the Authority without abatement of rent; provided; however, the Authority shall not, during the course of any such inspection or repairs , unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. HUNTING. The Authority reserves the right to allow hunting on Leased Premises by employees and certain relatives of employees or by an Agreement between the Authority and third party.

ARTICLE VII

TERMINATION OF AGREEMENT, ASSIGNMENTS AND TRANSFERS

A. TERMINATION. This agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after the happening of one or more of the following events:

1. The permanent abandonment of the Airport.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part of parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating hereon.
3. The default by Authority in the performance of any covenant or agreement herein required to be performed by Authority and the failure of Authority to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
4. Lessee shall have the right to terminate this agreement in the event of Lessee's death, flood, or another act of God.
5. The Authority requires a change in Lessee crop selection with 180 days' notice.

C. EXERCISING LESSEE'S RIGHT TO TERMINATION. Lessee may exercise such right of termination by written notice to Authority at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by Authority.

D. TERMINATION BY AUTHORITY. Authority may terminate this agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for the period of fifteen (15) days after the time such payments become due.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy court.

4. Abandon the Leased Premises.

5. Default in the performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Authority of said default.

6. Appointment of Receiver for Lessee

7. Violation of Authority rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from Authority and said default.

8. Authority shall have the further right to terminate this lease because of airport improvements or development work on the leased premises affecting farming activity on any part or the whole of the leased premises.

E. EXERCISING AUTHORITY'S RIGHT OF TERMINATION. The Authority may exercise such rights of termination by written notice to the Lessee and this Agreement shall terminate as of the date. Authority shall have the right to collect such damages as may be permitted by law arising out of such termination. Failure of Authority to declare this Agreement terminated upon the default of Lessee for any of the reasons set out above shall not operate to waive the right of Authority to terminate this Agreement by any reason of any subsequent violation of the terms.

F. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Authority exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article (Termination by Authority), a notice of termination shall be sufficient to terminate this Agreement; and upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Authority. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by the Authority.

G. SUBLETTING AND ASSIGNMENT. Lessee may not assign, sublet, transfer, or sell any of the rights granted by this Agreement or rent or sublease the Leased Premises without the prior written consent of the Authority, which consent shall not be reasonably withheld, conditioned, or delayed. As indicated above, Lessee may, with the prior written consent of Authority, assign this Agreement; but in such event, Lessee shall remain liable to Authority for the remainder of the term of the Agreement to pay to Authority any portion of the rental and fees not paid by the Assignee when due. The Assignee shall not assign the Agreement except with the prior written consent of the Authority, and any assignments by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

H. SUSPENSION OF LEASE. During the time of war or national emergency, Authority shall have the right to lease the landing area, Terminal Building and/or other Airport premises or any part thereof to the United States Government for military use. If any such Lease is executed, any provision of this Lease may be suspended, provided that the term of this Lease shall be extended by the amount of period of the suspension.

ARTICLE VIII

RIGHTS UPON TERMINATION

A. LEASED PREMISES. The Leased Premises shall be and remain the property of the Authority during the entire term of this Lease and thereafter.

B. REMOVAL OF PROPERTY. At the termination of this Lease for any reason, after payment of all fees and charges, Lessee shall have the right within thirty (30) days thereafter, to remove any of its equipment. Any such personal property not removed by Lessee within such time shall become the property of the Authority.

C. LANDLORD LIEN. If the Lessee has not fully paid all the fees and charges pursuant to this Agreement, then the Authority shall be entitled to a Landlord Lien for the purpose of securing the payment of all fees and charges. Authority shall have the right to liquidation of such personal property, to satisfy any obligations of the Lessee and the costs incurred to perfect this Landlord Lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE IX

GENERAL PROVISIONS

A. AUTHORITY'S RESERVED RIGHTS. Authority at its sole discretion reserves the right to further develop or improve the Leased Premises as it sees fit and to take any action it considers necessary. However, any such act shall not adversely interfere or disrupt the business of the Lessee on a continuing basis.

This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure of reimbursement to Authority for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AN AIRPORT. Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the operation of the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Authority reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

C. NON-EXCLUSIVE RIGHT. It is understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning

of Section 308(a) of the Federal Aviation Act of 1958, or as amended from time to time, which by this reference is made part of this Lease Agreement.

D. ATTORNEY'S FEES. If action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. If taxes are ever assessed to this property the Airport Authority will provide a credit of fifteen (\$15) dollars per acre or the assessed taxes value, whichever is less. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

CEO & Executive Director
St. Joseph County Airport Authority
4477 Progress Drive
South Bend, IN 46628

And Notices, consents, and approvals to the Lessee addressed to:

Lessee's information

Or such other addresses as the parties may designate to each other in writing.

H. INDIANA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

I. SUCCESSORS AND ASSIGNS. All the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successor and assigns of the parties.

J. SPONSORS ASSURANCES AGREEMENTS. This Agreement shall be subordinate and subject to assurances, hereto or hereafter given by the Authority to the Federal Aviation Administration, in respect to and in connection with grants of Federal Aid to the Authority in the improvement of the Airport.

ARTICLE X

DEFAULT UNDER THE LEASE AGREEMENTS

Lessee may have in existence with the Authority certain other Agreements. Any breach by Lessee of such other Agreements with the Authority constitute a material breach of this Agreement.

There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between Authority and Lessee other than set forth in this Agreement.

If any provision of this Agreement is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining provisions of the Agreement.

The parties now sign this Agreement this _____ day of _____, 2022.

Lessee

St. Joseph County Airport Authority

By: _____

By: _____

Map of Leased Area

Exhibit A

DRAFT