

AGREEMENT AND LEASE

between the

PIEDMONT TRIAD AIRPORT AUTHORITY

and

GUILFORD COUNTY

Emergency Medical Service Facility

2016

**GUILFORD COUNTY CONTRACT NO. 102137-11/16-213
PIEDMONT TRIAD AIRPORT AUTHORITY**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE, made and entered into as of the 1st day of January, 2017, by and between the **PIEDMONT TRIAD AIRPORT AUTHORITY**, a body politic and corporate of Guilford County, North Carolina (hereinafter referred to as the "**Authority**"), and **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter referred to as "**Lessee**"), and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the Authority is the owner and operator of the **PIEDMONT TRIAD INTERNATIONAL AIRPORT** (hereinafter referred to as the "Airport"), in Guilford County, North Carolina; and,

WHEREAS, Lessee desires to locate within the old Airport Fire Station located on the Airport (the "Building") an Emergency Medical Service ("EMS") facility to provide ambulance services within the vicinity of the Airport; and,

WHEREAS, the Authority is willing to lease such premises to the Lessee for the period of time and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE I

PREMISES

The Authority does hereby lease unto Lessee, and Lessee does hereby take by way of Lease from the Authority and shall have the exclusive use of an office within the Building that is shown in blue on **Exhibit A** attached hereto and made a part hereof, and the parking area on the exterior of the Building that is shown in green on **Exhibit A**. Said space is hereinafter identified as the "Premises." In connection with its use of the Premises, Lessee shall also have the right to use, in common with other users of the Building authorized by the Authority, the restroom located within the Building that is shown in red on **Exhibit A**, the access to and from the office that is shown in orange on **Exhibit A**, and the roadways located on the Airport that provide access to and from the Premises from the nearest public road. Lessee accepts the Premises and the common use space in their condition as of the date hereof and the Authority makes no warranty as to the condition of the Premises or the common use space.

ARTICLE II

USE OF PREMISES

Lessee shall use the Premises for office purposes in connection with the operation of an EMS facility at the Airport and for no other purpose.

The foregoing notwithstanding, Lessee shall not be permitted, by implication or otherwise, to use the Premises for the installation, maintenance or operation of any radio or communication equipment or facilities unless the installation, maintenance and operation of the same has been approved, in advance, in writing, by the Authority. Any such approval granted by the Authority may be withdrawn at any time or times if, in the opinion of the Authority, the use of such equipment

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may in any way impair the operation of the Airport or interfere with like equipment of other tenants of the Authority.

ARTICLE III

TERM AND TERMINATION BY EITHER PARTY

The Term of this Agreement and Lease shall begin as of January 1, 2017, and unless sooner terminated under the other provisions of this Agreement and Lease, shall continue on a calendar month to calendar month basis thereafter, with either Party having the right to terminate the Term hereof as of the last day of any calendar month, at the election of the terminating Party, by giving to the other Party not less than thirty (30) days prior written notice of such termination.

ARTICLE IV

RENTALS

For the Premises, and for the rights and privileges herein granted, Lessee agrees to pay to the Authority rent in the amount of **Two Hundred Ten and 00/100 Dollars (\$210.00) per month.** Said monthly rent shall be paid by Lessee at the offices of the Authority, in advance and without demand, on or before the fifth business day of each and every such month during the Term hereof.

ARTICLE V

RIGHTS AND OBLIGATIONS OF LESSEE

- A.** Lessee shall, during the Term hereof, at its own expense, keep and maintain the entire Premises, including all improvements thereon, in as good condition as the Premises were at the time that Lessee took possession and shall surrender the same upon the expiration of the Term in as good condition as the Premises were at the time that Lessee took possession, reasonable wear and tear excepted.
- B.** Lessee shall, at its own expense, provide for the complete and proper handling and removal from the Airport of all trash, garbage, and other refuse caused as a result of the

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operation of its business as authorized hereby. Lessee shall provide and use suitable receptacles for all trash, garbage, and other refuse. Lessee shall not pile boxes, cartons, barrels and other similar items in an unsightly or unsafe manner on the Premises.

Lessee shall, at its sole cost and expense, procure from all authorities having jurisdiction over its operation on the Airport, all licenses, certificates, permits or other authorization which may be lawfully required for the conduct of its business.

C. Lessee shall have the right to install and maintain, at its own cost and expense, identifying signs on or about the Premises, all of which shall be subject to the prior written approval of the Authority.

D. Lessee shall, at its sole cost and expense, have the right, subject to the prior written approval of the Authority, during the Term hereof, to construct or cause to be constructed on the Premises, those improvements it may deem necessary for its use of the Premises. During the period of any construction of said improvements, the Authority shall have the right to inspect any and all construction work, workmanship, material, and installation involved in or incidental to the construction of said improvements. Title to all improvements so made to the Premises shall vest in the Authority at such time as said improvements are substantially completed.

E. Title to all personal property and trade fixtures shall remain with Lessee. Lessee shall have the right, upon termination of this Agreement and Lease, to remove said personal property and trade fixtures, subject, however,

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to any lien or claim which the Authority may have against the same for unpaid rents; and provided that, upon such removal, Lessee shall cause the Premises to be returned to their original appearance and character, normal wear and tear excepted; and provided further, that such removal is accomplished within ten (10) days after the termination of this Agreement and Lease. In the event any of Lessee's personal property or trade fixtures are not removed by the Lessee during such ten (10) day period, the Authority may remove the same, and Lessee agrees to pay all expenses for removal, all costs for repairs or damage to Airport property or the property of others damaged by such removal, all storage charges, and all expenses of restoration. The Authority may, at its option, elect to treat any property of the Lessee which remains upon the Airport at the expiration of such ten (10) day period as having been abandoned by the Lessee and to have become the property of the Authority. The foregoing provisions shall not be construed to imply that Lessee shall have any right whatsoever to place any property on any part of the Airport other than the Premises except as allowed under the other provisions of this Agreement and Lease.

- F.** Lessee shall observe all applicable requirements of 49 CFR Part 1542, "Airport Security," 49 CFR Part 1544, "Aircraft Operator Security: Air Carriers and Commercial Operators," and 49 CFR Part 1548, "Indirect Air Carrier Security," as such may be amended from time to time, and with all rules and regulations of the Authority concerning security procedures, including the Airport's approved security program. This Agreement and Lease is expressly subject (i)

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to the Aviation Security Improvement Act of 1990, P.L. 101-604, the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109, and 110 thereof, (ii) to the Aviation and Transportation Security Act (P.L. 107-71), the provisions of which are hereby incorporated by reference, and (iii) to the rules and regulations promulgated under each of said Acts. In the event that Lessee or any individual employed by Lessee, or any of Lessee's contractors, subcontractors, suppliers of materials or providers of services has (i) unescorted access to aircraft located on or at the Airport; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Lessee shall be subject to, and further shall conduct with respect to its employees and its contractors, subcontractors, suppliers of materials, or providers of services, and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the FAA, the Transportation Security Administration or the Authority may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Aviation Security Improvement Act of 1990, Lessee shall report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation or by the Authority. Lessee shall, notwithstanding anything contained herein, at no cost to the Authority, perform all obligations hereunder in compliance with those guidelines developed by the Authority or the Federal Aviation Administration or the Transportation Security Administration.

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ARTICLE VI

OBLIGATIONS OF THE AUTHORITY

- A.** The Authority warrants to Lessee peaceful possession and quiet enjoyment of the Premises during the Term hereof upon the performance of Lessee's covenants herein set forth.
- B.** The Authority agrees to furnish, at its own expense, heat, air conditioning and electricity to the Premises, but the Authority shall not be required to furnish any other services or utilities, including, but not limited to, replacement of lamps, telephones, or janitorial services. The Authority further agrees, at its own expense, to be responsible for all structural maintenance and repair, except for maintenance or repair necessitated by negligence or by the willful act of Lessee, its agents, employees, invitees, or licensees.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

- A.** To the extent permitted by law, Lessee shall keep and hold harmless the Authority, and its directors, officers, agents and employees from and against any and all losses, claims, damages, fines, penalties, and liabilities, and all expenses incidental to the investigation and defense thereof, including reasonable attorneys' fees, based upon or arising out of Lessee's operations on or about the Airport or Lessee's occupancy or use of the Premises, except to the extent that such losses, claims, damages, fines, penalties, and liabilities arise from the negligence or willful misconduct of the Authority or any of its agents or employees. The Authority shall give to Lessee prompt and reasonable written notice of any such claim or action

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known to it, and Lessee shall have the right to investigate, compromise, and defend the same to the extent of its own interest.

- B.** Lessee agrees to maintain throughout the Term hereof self-insurance and/or insurance with an insurance company acceptable to the Authority, general liability insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) and motor vehicle liability insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000). Such policies shall name the Authority as an additional insured, and certificates evidencing said insurance policies shall be furnished to the Authority. Such certificates shall provide that at least thirty (30) days advance written notice of cancellation or other material change in the policy must be given to the Authority. The required liability limits may be increased, at the option of the Authority, to such limits as the Authority, in its reasonable judgment, may deem adequate.
- C.** The Authority shall, at its own expense, maintain fire and extended coverage insurance on the Building, including, but not limited to, those improvements made by Lessee, title to which have vested in the Authority. Such fire and extended coverage insurance will not include coverage of Lessee's personal property or trade fixtures.

ARTICLE VIII

DAMAGE BY FIRE OR OTHER CASUALTY

If the Building shall be damaged by fire, windstorm, or other casualty, the Authority shall have no obligation to repair such damage.

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ARTICLE IX

GOVERNMENTAL REGULATIONS

Lessee, its agents, invitees, employees and contractors shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, and regulations, applicable to Lessee and its use of the Premises, including, but not limited to, those obligations that are set out on **Exhibit B** entitled "**Federal Regulations**," which is attached hereto and incorporated herein by reference," that are to be performed by the "Lessee" and the "Contractor" therein, and to those rules and regulations promulgated from time to time by the Authority for administration of the Airport.

ARTICLE X

AFFIRMATIVE ACTION

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to the extent the same may be applicable to Lessee or to the use of the Premises, to insure that no person shall on the grounds of race, color, creed, national origin or sex be excluded from participating in or receiving the services or benefits of any program or activity covered by such Subpart; that it will require that its covered subtenants, if any, provide assurances to Lessee that they similarly will undertake affirmative action programs; and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XI

ACCESSIBILITY TO DISABLED

Lessee shall comply in full with all federal and state laws, rules and regulations relating to non-discrimination against disabled persons, and the accessibility of Lessee's facilities and services to disabled persons, insofar as such laws, rules and regulations shall be applicable to Lessee, to any construction undertaken by Lessee hereunder, or to any of Lessee's operations at the Airport, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. '794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101-12213) and regulations issued pursuant thereto, the Uniform Federal Accessibility Standards, and 49 CFR Part 27, as any of the foregoing may be amended from time to time.

ARTICLE XII

TERMINATION BY AUTHORITY

The occurrence of any one or more of the following events (sometimes herein called "events of default") shall constitute a breach of this Agreement and Lease on the part of Lessee, namely:

- A.** Lessee shall fail to pay when due the rental charges or other money payments required by this Agreement and Lease and such failure shall not be remedied within ten (10) days after such amounts become due and payable hereunder.
- B.** Lessee shall default in fulfilling any of the other terms, covenants, or conditions to be fulfilled by it hereunder and shall fail to remedy such default within fifteen (15) days after written notice by the Authority of the existence of such default or, if such default cannot with reasonable

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diligence be cured within a period of fifteen (15) days, then upon the failure of Lessee to commence to cure such default within said fifteen (15) day period and to proceed with due diligence to complete such remedial action.

Upon the happening of any event of default, the Authority shall, at its election, have the right, without demand or notice, to reenter and take possession of the Premises without being guilty of trespass and, by written notice to Lessee, terminate this Agreement and Lease in its entirety, all without prejudice to any other remedies the Authority may have as provided by law.

If the Authority shall at any time elect to terminate this Agreement and Lease in its entirety, the Authority, in addition to any other remedies it may have, may recover from Lessee all damages that it may incur by reason of the happening of such event of default, including the cost of recovering the Premises and the Authority's attorneys' fees.

ARTICLE XIII

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Agreement and Lease, nor sublease the Premises or any part thereof or assign or sublet or otherwise transfer any of the other rights and privileges herein contained without prior written approval of the Authority, such approval not to be unreasonably withheld. Consent by the Authority to any assignment or transfer of this Agreement and Lease, or any part thereof, or to the subletting of any rights and privileges herein granted shall be limited to the instance stated in such written consent and shall not constitute a release, waiver, or consent to any other assignment, transfer or subletting, and notwithstanding any such assignment, transfer of interest or subletting, Lessee shall continue to be liable for the performance of Lessee's obligations under this Agreement and Lease. Lessee shall pay to the Authority the reasonable

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attorneys' fees and other reasonable expenses incurred by the Authority in connection with its consideration of any request from Lessee for the Authority's consent to any such assignment or subletting.

ARTICLE XIV

RIGHT OF ENTRY

The Authority or its duly authorized representatives shall have at any and all times the full and unrestricted right to enter the Premises for the purpose of inspecting such Premises and of doing any and all things with reference thereto which the Authority is obligated or authorized to do as set forth herein or which it may deem necessary for the proper general conduct and operation of the Airport.

Additionally, the Authority, through its employees, agents, representatives, contractors, and furnishers of utilities and other services shall have the right for its own benefit, for the benefit of Lessee, or for the benefit of other tenants in the Building, to maintain existing and future utility, mechanical, electrical and other systems and services, to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations to such systems or services as the Authority may deem necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, and to use the Premises for access to other parts of the Building otherwise not conveniently accessible; provided, however, that the exercise of such rights shall not unreasonably interfere with the use and occupancy of the Premises by the Lessee and that every reasonable effort shall be made to restore the Premises to the condition existing prior to the exercise of such rights. The exercise of any or all of such rights by the Authority, or others acting in behalf of the Authority, shall not be construed to be an eviction of the Lessee.

ARTICLE XV

ENVIRONMENTAL CONCERNS

Lessee shall not cause any gasoline, oil or hazardous, toxic or dangerous waste, substance or material to be used or placed on, under, or about the Premises or elsewhere at the Airport, nor shall Lessee permit any other party to use or place, on, under or about the Premises, any gasoline, oil or hazardous, toxic or dangerous waste substance or material, in violation of any governmental law, regulation or ruling applicable to environmental concerns, including without limitation, the North Carolina Oil Pollution and Hazardous Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. In the event the Lessee becomes aware that any gasoline, oil or hazardous, toxic or dangerous waste, substance or material has been used or placed on, under or about the Premises or elsewhere at the Airport in breach of the Lessee's obligations hereunder, Lessee shall, at its own expense (i) immediately notify the Authority in writing of the violation of the governmental law, regulation or ruling resulting in such breach; (ii) comply with all applicable provisions of the Authority's Spill Prevention Control and Counter-Measure Plan with respect to such violation; (iii) take such remedial action as is necessary to correct any such violation; (iv) remove from the Airport substances and materials giving rise to any such violation; and (v) take such action as is necessary to prevent a recurrence of such violation.

Lessee shall keep and hold harmless the Authority and its directors, officers, employees and agents, from and against any and all costs of clean up or other remedial actions, claims, demands, suits, judgments, fines and penalties for violations of any such governmental law, regulation, or ruling resulting from Lessee's operations hereunder or from a breach of Lessee's obligations under this ARTICLE XV; and Lessee shall reimburse the

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Authority and the other parties indemnified hereunder for all expenses, including reasonable attorneys' fees, incurred in connection therewith. The Authority shall give to Lessee prompt and reasonable written notice of any such claim or action known to it, and Lessee shall have the right to investigate, compromise, and defend the same to the extent of its own interest.

ARTICLE XVI

HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Premises after expiration of this Agreement and Lease without any written approval thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement and Lease but shall only create a tenancy at will which may be terminated at any time by the Authority.

ARTICLE XVII

INVALID PROVISION

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Agreement and Lease, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Authority or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement and Lease.

ARTICLE XVIII

SUBORDINATION

This Agreement and Lease shall be subject and subordinate to the provisions of the Federal Airports Act of 1946, as amended from time to time, or any act which replaces the Federal Airport Act of 1946 relative to the operation, maintenance and development of the Airport and to any agreement entered into

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between the Authority and the United States Government pursuant to the Federal Airport Act of 1946.

ARTICLE XIX

FAILURE TO ENFORCE

The failure of the Authority to enforce, for any period or periods, any of the terms, covenants, or conditions herein contained shall not be deemed a waiver of rights on the part of the Authority to enforce said terms, covenants, or conditions at a later date, nor shall any failure by the Authority to enforce any of the terms of this Agreement and Lease be construed to be or to act as a waiver by the Authority of any subsequent rights so to enforce.

ARTICLE XX

SUCCESSORS AND ASSIGNS BOUND BY COVENANT

All covenants, stipulations, and agreements in this Agreement and Lease shall extend to and bind the legal representatives, successors and assigns of each of the Parties hereto including successors-in-interest by merger and consolidation.

ARTICLE XXI

NO PARTNERSHIP CREATED

No partnership relationship or joint venture is created between the Parties hereto by this Agreement and Lease, and Lessee is not made the agent or representative of the Authority for any purpose or in any manner whatsoever.

ARTICLE XXII

LESSEE IS INDEPENDENT OPERATOR

It is expressly understood and agreed by and between the Parties hereto that the Lessee is and shall be an independent operator responsible to all Parties for all of its acts or omissions and that the Authority shall be in no way responsible for Lessee's acts or omissions.

ARTICLE XXIII

NOTICES

Any notice or other communication from either Party to the other pursuant to this Agreement and Lease shall be deemed sufficiently given or communicated if delivered by hand, or if sent by certified mail, return receipt requested, postage prepaid, addressed to the Party for whom intended, at the following addresses:

For the Authority:	Piedmont Triad Airport Authority 1000-A Ted Johnson Boulevard Greensboro, North Carolina 27409 Attention: Real Estate Manager
For Lessee:	Guilford County P.O. Box 3427 Greensboro, NC 27402 Attention: County Manager: Marty Lawing

The above address for either Party may be changed as needed to such other address as the Party to receive such notice may hereafter direct to the other in writing. Notice sent by certified mail, postage prepaid, and addressed as required in this Article XXIII, shall be deemed to have been given to the addressee three (3) days after the date of posting.

ARTICLE XXIV

LIABILITY OF AUTHORITY

It is understood and agreed that the Authority shall have no liability to Lessee for damage to or loss of property of Lessee, its employees, agents or patrons, from any cause whatsoever.

ARTICLE XXV

HEADINGS

The article and section headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provision of this Agreement and Lease.

ARTICLE XXVI

SURVIVAL OF OBLIGATIONS

Any obligation of either of the Parties, including the obligation to pay rents and fees, preserve records, submit to audits, provide indemnity, or do any other act or thing which is required to be performed after the expiration of the Term hereof, or which by its nature is to be performed after the expiration of the Term hereof, shall survive the expiration of such Term and shall remain binding upon the Party which is required to keep or perform the same until such obligation has been discharged by such Party in full.

ARTICLE XXVII

ENTIRE AGREEMENT

This instrument contains all the agreements and conditions made between the Parties hereto with respect to the matters contained herein and related to the Building and may not be modified orally or in any other manner than by agreement in writing, signed by all the Parties hereto or their respective successors.

ARTICLE XXVIII

CONSTRUCTION

Each term and provision of this Agreement and Lease shall be construed to be both a covenant and a condition.

ARTICLE XXIX

APPLICABLE LAW AND FORUM

A. The Parties agree that the validity, performance and enforcement of this Agreement are subject to the jurisdiction and laws of the State of North Carolina. Both Parties will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any action for enforcement, interpretation or controversies arising out of this Contract shall be governed by and construed in

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accordance with the laws of the State of North Carolina and brought in the Courts of the State of North Carolina.

B. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Lease to be executed by their duly authorized officers and their respective seals to be hereunto affixed the day and year first above written.

PIEDMONT TRIAD AIRPORT AUTHORITY

By: _____
Name: _____
Position: _____

ATTEST/WITNESS:

(CORPORATE SEAL)
Name & Title: _____
_____ Check here if no corporate seal exists

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Officer
Piedmont Triad Airport Authority

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GUILFORD COUNTY

By: _____
Marty K. Lawing
Guilford County Manager

ATTEST:

_____ (COUNTY SEAL)
Robin B. Keller
Guilford County Clerk to Board

This instrument has been preaudited in the manner required by
the Local Government Budget and Fiscal Control Act.

By: _____
Guilford County Finance Director

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This Agreement continues on the following page.)

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STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the **PIEDMONT TRIAD AIRPORT AUTHORITY**, a body politic and corporate, and that by authority duly given by said Authority, he executed the foregoing instrument on behalf of the Authority.

WITNESS my hand and notarial seal, this the _____ day of _____, 2016.

My Commission Expires:

Notary Public

(Official Notary Seal)

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, _____, a Notary Public in and for said County and State, certify that **Marty K. Lawing** personally came before me this day and acknowledged that he is the **County Manager** of **GUILFORD COUNTY**, a body politic and corporate, and that by authority duly given by said Authority, he executed the foregoing instrument on behalf of Guilford County.

WITNESS my hand and notarial seal, this the _____ day of _____, 2016.

My Commission Expires:

Notary Public

(Official Notary Seal)

Exhibit B

Federal Regulations

1. The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the Party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.
- 2A. The Lessee, for itself and its 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 property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Non-Discrimination Acts and Regulations listed in the Pertinent List of Non-Discrimination Acts and Authorities set out below (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-Discrimination covenants, PTAA will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.
- 3A. The Lessee, for itself and its 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
- (1) no person on the ground of race, color, or national

origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of Non-Discrimination Acts And Authorities set out below.

- 3B.** With respect to leases, in the event of breach of any of the above non-discrimination covenants, PTAA will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

**Title VI List of Pertinent Non-Discrimination Acts
and Authorities**

During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

North Carolina Regulations

The Lessee hereby certifies that it is not on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4.