

September 15, 2025

Rodney Joel, Director
Angela Muder, Compliance Specialist
Federal Aviation Administration
Office of Airports
901 Locust, Room 364
Kansas City, MO 64106

Rodney.joel@faa.gov
Angela.Muder@faa.gov

Re: Updated Corrective Action Plan for Informal Complaint Received October 14, 2024

Dear Mr. Joel and Ms. Muder,

On behalf of UCM, I am writing to provide the updated Corrective Action Plan (CAP) and responses to the points outlined in your letter of September 4, 2025. The response also includes numerous exhibits providing further substantiation of our remarks as you requested.

I am also including our new Airport Manager, Mr. Robert W. Little, C.M., in this communication. He began serving in this role on September 2, 2025, and brings a wealth of experience and relevant expertise. He has already gained the confidence of our airport staff and is working diligently to become familiar with all aspects of our operations. Furthermore, he has delved deeply into this complaint process and is providing sound guidance on our efforts moving forward. I anticipate that Mr. Little will take responsibility for future communications on behalf of UCM related to this matter.

We look forward to ongoing dialogue regarding the CAP and additional guidance from the FAA so that we can resolve any remaining issues related to the complaint. As I have noted previously, UCM is fully committed to working closely with the FAA on this matter.

Sincerely,



Douglas R. Davenport, Ph.D.
Dean

UCM Corrective Action Plan and Substantive Response

September 15, 2025

Corrective Action Plan (revised and updated)

Corrective Action	Estimated Date of Completion
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1. An Improved Commercial Operations Vendor Application and Agreement Process

Implementation of an online application process that includes tracking the user's application.	Completed June 24, 2025
Implementation of a frequently asked questions "FAQ" page on the website for licensees to find information about the Commercial Operations Vendor Application and Agreement process and Airport use.	Completed July 16, 2025
Revision of UCM's Rules and Regulations to more clearly outline the steps of the Commercial Operations Vendor Application and Agreement process and Airport use	Completed June 24, 2025
Specification of Commercial Operations Vendor Application and Agreement Process timeline for entry into online application form and Airport Rules and Regulations Including Minimum Standards for Commercial Aeronautical Activities.	Oct 15, 2025

2. Non-discriminatory Treatment Between UCM and Other Commercial Operations at the Airport

A policy statement in UCM's Rules and Regulations regarding UCM's use.	Completed June 24, 2025
A Banner code to track UCM department costs and expenses.	Completed August 12, 2025
Signs in the UCM Maintenance Hangar stating that no UCM employee or student may work on personal aircraft	Completed July 8, 2025

Language in UCM course syllabi for all courses taught at the Airport stating that no UCM students may work on personal aircraft.	Completed for the Fall 2025 Semester
To the extent not exempted by the FAA Order 5190.6B Change 3 section 8.5 "Aeronautical operations of the sponsor", UCM will create a Memorandum of Agreement (MOA) that addresses UCM's use of the airport and holds UCM to the same standards as any other similarly situated user.	October 15, 2025
Appropriate UCM personnel will be required to sign a statement acknowledging their employment duties include ensuring UCM is held to the same Rules and Regulations as other similarly situated users of the airport.	October 15, 2025
Further clarification of incidental use of hangar space in Skyhaven's Rules and Regulations and Skyhaven Commercial Operations User Application .	October 15, 2025

3. Enforcement of UCM's Rules and Regulations Against Unauthorized Commercial Aviation Maintenance

Implementation of an improved security system to allow another method for investigating and responding to complaints of noncompliance with grant assurances.	January 2, 2026
Implementation of an enforcement provision in the revised Rules and Regulations to prohibit unauthorized commercial aviation maintenance.	Completed June 24, 2025
Investigation into allegations of unauthorized commercial aviation.	Completed July 8, 2025, and ongoing if in receipt of new allegations.
Enforcement mechanisms to prevent unauthorized after-hours maintenance, including monitoring protocols and penalties for non-compliance.	Completed June 24, 2025

4. Evidence of implemented corrective measures and compliance monitoring reports.

Create a General Complaint log on the FAQ page of the Skyhaven Airport Website and include a digital complaint form.	October 15, 2025
UCM will develop a compliance monitoring plan to routinely log efforts to ensure airport users' compliance with Rules and Regulations.	October 1, 2025

The FAA requested UCM provide answers to the following:

- I. **FAA Request #1:** *A transparent, timely process for Commercial Operations Vendor Agreements, applied uniformly to all applicants (e.g., 30-day review timelines, clear criteria, and approval procedures).*
 - a. **UCM Response:**
 - i. [Skyhaven Commercial Operations User Application](#)
 - ii. A disclosure statement is also provided under this link, stating that the timeline considerations and required reviews within this process could take up to 120 days. However, we have outlined an estimated timeline as follows:
 1. Airport Management Team Application Review (1-2 business Days upon receipt)
 2. Dean, Harmon College of Business and Professional Studies Application Review (1-2 business days)
 3. Office of General Counsel Application Review (5 business days)
 4. Authorized UCM Decision Makers Application Review (5 business days)
 5. Applicant Review of Commercial Operations Vendor Agreement and Follow-up Discussion with Airport Management (if needed) (5 business days)
 6. Commercial Operations Vendor Agreement Entry into Contract System (1-2 business days)
 7. Commercial Operations Vendor Agreement Obtain Signatures (1-2 business days)
 8. The applicant “will receive updates as the request works its way through the University’s approval process”.

This time line will be updated in the online application form and Airport Rules and Regulations Including Minimum Standards for Commercial Aeronautical Activities by October 15th, 2025.
- II. **FAA Request #2:** *Uniform application of Skyhaven’s Rules and Regulations and all agreements to all similarly situated entities — including UCM’s Flight School, FAA*

Certified Repair Station, independent A&P mechanics, university departments, hangar and land developers, and any other commercial service providers. All must be subject to the same requirements, obligations, rates, and conditions as public users.

- a. **UCM Response:** UCM is in the process of drafting an agreement that addresses UCM's use of its airport to include the Flight School, the Repair station, and hangar use. The agreement will acknowledge UCM's obligations and conditions as a user of its airport. This agreement will be completed no later than October 15, 2025.

III. **FAA Request #3:** *Documentation demonstrating consistent treatment of applicants, including the resolution of the disparity identified in the June 3 FAA letter, where Mr. [REDACTED] applications were returned as "not required" while Mr. [REDACTED] application remained pending without a clear process or timeline. FAA requires proof that all applicants engaged in comparable commercial activities are processed and treated consistently.*

- a. **UCM Response:** Section I(A)(ii) above addresses the FAA's request for a clear process or timeline. Additionally, the following addresses the action steps UCM has taken regarding Mr. [REDACTED] and incidental use:
 - i. On March 22nd and March 26th, 2025, Mr. [REDACTED] submitted Commercial Operations Vendor applications. Please see **Exhibits 1, 2, and 3**. A preliminary analysis of Mr. [REDACTED] application indicated the commercial operations agreement is not required as flight instruction is not considered a Commercial Aeronautical Operation under the Rules and Regulations, but is rather incidental use of the hangar (see below). Mr. Holland informed Mr. [REDACTED] of UCM's definition of incidental use, and Mr. [REDACTED] was instructed to submit another application using the new application process if his use of the hangar was not incidental as defined (**See Exhibit 3**). On June 12, 2025, UCM provided the FAA with updated Rules and Regulations in which UCM, following the FAA's suggestion, clarified its commercial operation definitions and accounted for incidental use of the hangars. Furthermore, Ms. Muder and Mr. Joel stated during our virtual meeting that UCM must take users at their word on whether or not they are using their hangar for incidental use or for commercial operation. Mr. [REDACTED] was given the opportunity to reapply and chose not to, implying that he agreed his use was incidental. Is the FAA now stating that our previously provided Rules and Regulations, of which the FAA took no issue, and our implementation of taking users at their word, is not satisfactory? If so, UCM is requesting the FAA provide clear feedback regarding UCM's Rules and Regulations that were previously provided on June 12th.

- ii. Incidental use will be added to the Rules and Regulations Definitions section in accordance with the timeline above. UCM will adopt the standard definition for incidental use which is defined as occurring merely by chance or without intention or calculation. Under the Rules and Regulation, incidental use is the incidental use as to nonsubstantive (minor, incidental, occasional) aeronautical commercial activities in the hangar. Storage of commercial operations equipment in a hangar is incidental use under these rules.
 - ii. To support our airport users' need for office space in the terminal building, we have a public pilot lounge that is available for any flight and/or ground instruction as needed.
 - iii. Please see attached **Exhibits 4 and 5** for [REDACTED] Agreement that is pending his signature.
 - iv. As documented in **Exhibit 6**, Mr. [REDACTED] communicated on August 2, 2025 via email:
 - i. "Doug, I have reviewed the attached Skyhaven Airport Commercial Vendor License Agreement and prepared to sign this agreement. Thank you, [REDACTED]"
 - ii. Also, in Exhibit 6 on August 5th, 2025, Dean Davenport informed Mr. [REDACTED] that the contract was being entered into UCM's contract management system and was ready for signature (see exhibit). Mr. [REDACTED] has not responded to Dean Davenport's follow-up emails to inquire about his signature; however, the contract is still available for signature. In passing, Mr. [REDACTED] informed Ms. Scotti Holbert that he was not going to sign the contract because it is "a eviction notice in 5 years." Dean Davenport has informed Mr. [REDACTED] on multiple occasions that UCM welcomes his attorney to review and provide redlines, however, UCM has not received any further communications. UCM is ready and willing to engage with Mr. [REDACTED] regarding the contract.
- IV. **FAA Request #4:** *Enforcement mechanisms to prevent unauthorized after-hours maintenance, including monitoring protocols and penalties for non-compliance. FAA further requires UCM to update its CAP to correct the erroneous January 2, 2025, implementation date listed for the security system and provide a realistic, verifiable completion date.*
- a. **UCM Response:**
- i. As previously discussed during Ms. Muder and Mr. Joel's virtual meeting with UCM counsel, the phrase "after-hours" is not an accurate statement. There is no such thing as "after-hours" at UCM as

- the airport does not have stated “hours.” UCM’s understanding was that the FAA agreed that the concern is unauthorized maintenance.
- ii. There was no budget to provide for the security system. The Harmon College of Business and Professional Studies is providing a budget for the implementation of the security system which is approximately \$40,000.00. As a state institution, UCM must follow procurement protocol before the UCM security system can be expanded to Skyhaven Airport. This protocol and budget concerns is why UCM has an anticipated completion of the security system implementation to be January 2, 2026
 - iii. The footage from the security system will be reviewed as necessary to investigate compliance with legal requirements, including grant assurances.
 - iv. To address the erroneous date of January 2nd, 2025, please see the revised and updated CAP above, which indicates January 2nd, 2026.
 - v. As previously stated, UCM occasionally approves employees for overtime hours, which may occur outside of the standard from 7:00 a.m. to 4:00 p.m. While it may appear that unauthorized maintenance is occurring, this maintenance has been approved and is not personal use of the repair station. See **Exhibit 7** regarding the approval for this overtime.
 - vi. To address the FAA’s question on enforcement mechanisms to prevent unauthorized maintenance, including monitoring protocols and penalties for non-compliance. Please see section 4-3, subsections 4.3.a and 4.3.b of the [Skyhaven Airport Rules and Regulations including Minimum Standards for Commercial Aeronautical Activities](#). This link reads as follows:
 - 1. “4-3. VIOLATIONS AND REPORTING.
Any user of the airport has a responsibility to report possible violations of these Rules and Regulations. Reports may be made in person, by email, or telephone to the Assistant Airport Manager. Reports of violations shall be recorded in writing and include the following information if possible: Name of Individual(s) in Violation: Hangar Number (if applicable): Type of Violation or Activity: Date of Violation: Name of the Individual Reporting: Contact Information of the Individual Reporting (for follow up purposes) After a report has been made, the Assistant Airport Manager will contact the user in alleged violation within ten (10) business days of the report. The Assistant Airport Manager will conduct a thorough investigation of the alleged incident which may include questioning the alleged violator, questioning any possible witnesses, and reviewing documentation (if applicable). Within twenty (20) days of the alleged violation, the Assistant Airport

Manager will provide a report and recommendation to the Airport Manager for review and if applicable, determine sanctions. In cases of emergency or violations that may impact the safety of airport users, the Airport Manager reserves the right to immediately stop any possible activity and issue temporary sanctions until an investigation can be completed. If the Airport Manager determines that a violation has occurred, the Airport Manager may take appropriate action based on the status of the airport user.

4.3.A. VIOLATIONS BY UCM EMPLOYEES

UCM employees who are acting in the scope of their employment, found in violation of this policy, will be subject to administrative action. The Airport Manager will report any violations of these Rules to the Dean of Harmon College of Business and Professional Studies. The Dean will determine appropriate action which may include a formal reprimand, mandatory training, a PIP, or termination. Any actions taken by the Dean may be in collaboration or coordination with the appropriate Chair or Human Resources. UCM employees must follow the appropriate appeal process available to university employees.

4.3.B. VIOLATIONS BY PUBLIC USERS

Public users of the airport, including licensees, may be subject to administrative action if found in violation of these Rules. The Airport Manager may remove, dismiss, exclude, or terminate a license agreement of any user who violates these Rules. Any user who is found in violation of these Rules will be notified in writing of the determination made by the Airport Manager. The Airport Manager may give the public user thirty (30) days to cease violations and become compliant. If the public user fails to resolve the violations, the Airport Manager has the right to take direct action, including without limitation suspension of airport use, revocation or termination of any agreements with the public user, removal of the airport user from the airport and shall notify the public user, in writing if such action will be taken. A public user may appeal the Airport Manager's determination and action within five (5) days of receipt of the notice of action taken directly to the Dean of Harmon College of Business and Professional Studies. The appeal must be submitted by email and include the reason for appeal, any additional evidence noted in the appeal, and contact information for the public user in violation. The Dean must

provide a final determination of the appeal within ten (10) business days via email to the airport user and the Airport Manager.”

- V. **FAA Request #5:** Evidence of implemented corrective measures, such as executed agreements for [REDACTED] UCM entities, and all other commercial ventures, revised rules, and compliance monitoring reports.

a. **UCM Response:**

- i. Please see UCM's Response to FAA Request #3, which addresses the [Commercial Operations Vendor Applications](#) submitted by Mr. [REDACTED]
- ii. Please see attached **Exhibit 4** for [REDACTED] Commercial Agreement that is pending his signature.
- iii. There are no other commercial operation applications pending.
- iv. Regarding executed agreements for UCM entities, it is our understanding that such agreements are not required under [FAA Order 5190.6B Change 3 section 8.5 “Aeronautical operations of the Sponsor”](#). It is our understanding that the exclusive rights prohibition does not apply to services provided by the sponsor as long as the sponsor does not place unnecessary requirements on other entities.
- v. The most up-to-date Rules and Regulations are on the [Skyhaven Airport Website](#). Section 4 outlines enforcement and compliance, including the violations and reporting found in sections 4-3.
- vi. UCM does not currently have a formal log of complaints. We will create this log and include it on the website under the FAQ page. We do, however, have an archive of reports and investigations into the possible violation of the Skyhaven Airports' Rules and Regulations (see **Exhibit 8**). We also have an informal complaint process through our Visitor Information Binder in the pilot lounge, which includes the visitor log sheet, providing an opportunity to submit comments and concerns in writing. You will find that in the last year, we have had no negative comments (see **Exhibit 9**).
- vii. UCM is evaluating the FAA's request to monitor compliance and brainstorming the best options to address this concern further. Based on the timeline provided in the CAP, a detailed response and ongoing plan will be provided.

- VI. **FAA Request #6:** Copies of all executed commercial agreements, contracts, and licenses issued by Skyhaven Airport (including Commercial Operations Vendor Agreements, leases, Airport Building and License Agreements, development agreements, temporary maintenance waivers, and any other agreements with UCM or outside parties) to verify the uniform application of rules and compliance with grant assurances.

a. **UCM Response:**

- i. **Exhibit 10** provides copies of all executed contracts and licenses issued by Skyhaven Airport (including leases, Airport Building and License Agreements, development agreements, temporary maintenance waivers, and any other agreements with UCM or outside parties) to verify the uniform application of rules and compliance with grant assurances. Exhibit 10 includes the following items, except as noted:
 - 1. No Commercial Vendor Agreements have been executed to date, but UCM has reproduced the Agreement previously sent to [REDACTED].
 - 2. Closed T-Hangars License Agreement
 - 3. Open T-Hangars License Agreement
 - 4. Public Use Maintenance Hangar Waivers
 - 5. UCM Maintenance Hangar (Under development and will be provided by October 15th as stated in the CAP)
 - 6. Large Hangar #3 (Under development and will be provided by October 15th as stated in the CAP)
 - 7. Skyhaven Terminal Facility (Under development and will be provided by October 15th as stated in the CAP)
 - 8. [REDACTED] Application
 - 9. [REDACTED] Application
 - 10. Private Hangar Development Ground Lease

VII. **FAA Request #7:** Executed agreements, leases, or equivalent documentation covering UCM's own Flight School and FAA Certified Repair Station. Because UCM conducts commercial aeronautical activities by definition under Skyhaven's Rules and Regulations and threshold vendor application criteria, these operations must be subject to the same requirements and conditions as all other commercial operators at the airport.

a. **UCM Response:**

- i. There are no Commercial Vendor Agreements that have been executed to date. As for UCM entities requiring executed agreements, please refer to [FAA Order 5190.6B Change 3 section 8.5 "Aeronautical operations of the Sponsor"](#). It is our understanding that the exclusive rights prohibition does not apply to services provided by the sponsor.
- ii. Per our prior response above, UCM will develop a Memorandum of Agreement (MOA) for UCM's use of the airport by the deadline stated in the revised CAP. Prior exchanges between UCM's counsel and Ms. Muder acknowledged that UCM as the airport sponsor did not need to charge itself the same rates as third parties.

COMMERCIAL OPERATIONS VENDOR APPLICATION

Applicants should refer to the Minimum Standards for Commercial Aeronautical Activities in the Skyhaven Airport Rules and Regulations and review pre-application requirements. Applications should be submitted to the University of Central Missouri through the office of the Airport Manager. All applications received by the Airport Manager will be signed and forwarded to the UCM Office of General Counsel for review and consultation with the authorized UCM decision maker. If the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

Proposed Business Name: N/A, OBA an individual

Owners/Principals/Agents: Jeff Suhr

Type of Activity or Services Provided: Part 91 Pilot Commercial operations
FLIGHT INSTRUCTION, GROUND INSTRUCTION, Designated
PILOT EXAMINER, and other pilot, instructor, or evaluator
responsibilities.

Building Space: Please note if a building space will be constructed, leased, or if applicants intend to use a Licensed Hangar. If using a hangar, please specify which hangar.

No specific or designated spot

Equipment and special tooling used in Commercial Operation.

Pilot equipment

Number of persons to be employed: Myself (1)

Periods (days and hours) of proposed operation: As Required

Methods to be used to attract business (advertising and incentives): None other

than OPE service listing through FAA

FIRST APP
MARCH 22

Amenities to be provide to attract business. N/A

Type and quantity of insurance coverage with coverage limits. UCM may determine additional insurance coverage requirements. Additional insurance coverage will be addressed in the Commercial Vendor Agreement. NONE

Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public plans for physical expansion, if business should warrant such expansion.

N/A

Proposed Business Plan: Please include a short resume for each of the owner and financial backers. If applicable, also include a short resume of the manager of the business (if different from above). Include experience and background in managing a business of this nature.


Applicant's Signature

3/22/2025
Date

Airport Manager Signature

Date

FIRST APP
MREK 22

COMMERCIAL OPERATIONS VENDOR APPLICATION

Applicants should refer to the Minimum Standards for Commercial Aeronautical Activities in the Skyhaven Airport Rules and Regulations and review pre-application requirements. Applications should be submitted to the University of Central Missouri through the office of the Airport Manager. All applications received by the Airport Manager will be signed and forwarded to the UCM Office of General Counsel for review and consultation with the authorized UCM decision maker. If the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

Proposed Business Name: N/A, DBA an INDIVIDUAL

Owners/Principals/Agents: JEFF SULTER

Type of Activity or Services Provided. _____

Building Space: Please note if a building space will be constructed, leased, or if applicants intend to use a Licensed Hangar. If using a hangar, please specify which hangar.

FLIGHT SCHOOL AREAS ALLOTTED/Designated to include offices
29/30 & 128, HANGAR 30 and the leased OPEN T-HANGAR
FLYING CLUB HANGAR
HE IS AGENT FOR
(ES)

Equipment and special tooling used in Commercial Operation.

PILOT EQUIPMENT

HAS BEEN EMPTY FOR 2
YEARS

Number of persons to be employed. MYSELF (1)

Periods (days and hours) of proposed operation. AS Required

Methods to be used to attract business (advertising and incentives). NONE

Other than DPE service listing through FAA

SECOND APP
3.26.25

Amenities to be provide to attract business. N/A

UCM
Liability
How
HACOTUS
Type and quantity of insurance coverage with coverage limits. UCM may determine additional insurance coverage requirements. Additional insurance coverage will be addressed in the Commercial Vendor Agreement. NONE

Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public plans for physical expansion, if business should warrant such expansion.

N/K

Proposed Business Plan: Please include a short resume for each of the owner and financial backers. If applicable, also include a short resume of the manager of the business (if different from above). Include experience and background in managing a business of this nature.


Applicant's Signature

3/26/2025
Date

Airport Manager Signature

Date

SECOND APP



Phillip Burns <pburns@ucmo.edu>

Commercial Operations Application

4 messages

Christopher Holland <cholland@ucmo.edu>

Mon, Jul 7, 2025 at 4:57 PM

[REDACTED]
Cc: Douglas Davenport <ddavenport@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

[REDACTED] you had contacted me regarding commercial operations at Skyhaven Airport. At that time, my understanding of your use of space at the airport did not require you to apply for and have a Commercial Vendor Operations Agreement. We have updated our Airport Rules and Regulations to clarify the terms of commercial operations. These updates can be found here, <https://www.ucmo.edu/offices/skyhaven-airport/index.php>. We have updated the application process to be online as well. If you believe your commercial operation does meet the criteria for a Commercial Vendor License Agreement, please reapply using the online application process located at <https://www.ucmo.edu/offices/skyhaven-airport/index.php>.

If you have any questions please feel free to contact me

Thank You

Chris

--

Chris Holland
Airport Manager (Interim)
Department of Aviation
Skyhaven Airport
281 NW US 50 Hwy
Warrensburg, MO 64093
660-543-4916
cholland@ucmo.edu



REDEFINING WHAT'S POSSIBLE

[REDACTED]
To: Christopher Holland <cholland@ucmo.edu>

Cc: Douglas Davenport <ddavenport@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

Chris,

Thank you for your message and the update regarding the revised Rules and Regulations and Commercial Vendor application process.

To ensure full compliance and avoid any misunderstandings, I'd appreciate your clarification on the following:

1. At the time of our original discussion, what did you understand my activities at Skyhaven Airport to include?
2. Based on the current updated Rules and Regulations, how are those same activities now classified?
3. Have specific rule changes since then redefined whether those activities are considered "commercial operations"?
4. Do you recommend, or require, that I submit a new application under the current Commercial Vendor License Agreement process?

Also, I've noticed that the Rules and Regulations for the airport have changed around 5 or more times over the past year since last August. To my knowledge, this is the first time I've been notified of a change since this process began. Could you let me know how often these rules are updated, whether stakeholders like the flying public are invited to provide input, and if there's a formal notification process when updates are made? I'd like to ensure I'm always operating in accordance with the most current standards, and right now there doesn't seem to be a clear way to stay informed.

Thanks for your time and guidance.

Best regards,

[REDACTED]

On Jul 7, 2025, at 16:57, Christopher Holland <cholland@ucmo.edu> wrote:

[Quoted text hidden]

To: Christopher Holland <cholland@ucmo.edu>

Cc: Douglas Davenport <ddavenport@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

Mon, Jul 21, 2025 at 1:23 PM

Chris,

I'm writing to follow up on the email I sent on July 7, which I've attached again here for reference. I appreciate Phillip's 10 July update regarding the revised Rules and

Regulations and Commercial Vendor application process, and I want to make sure my earlier message was received and not overlooked.

To ensure clarity and compliance moving forward, I'd still appreciate your response to the following:

1. At the time of our original discussion, what did you understand my activities at Skyhaven Airport to include?
2. Based on the current updated Rules and Regulations, how are those same activities now classified?
3. Have specific rule changes since then redefined whether those activities are considered "commercial operations"?
4. Do you recommend, or require, that I submit a new application under the current Commercial Vendor License Agreement process?

Additionally, I've noticed that the airport's Rules and Regulations have changed several times over the past year. To my knowledge, this is the first time I've been directly notified of a revision. Could you clarify how frequently these rules are updated, whether stakeholders like the flying public are given an opportunity for input, and if there's a formal process for notifying tenants of these changes? I'd like to ensure I remain in full compliance, but right now there's no clear channel for staying updated.

Thanks again for your time and support, and I look forward to your reply.

Best regards,

[REDACTED]

On Jul 7, 2025, at 19:49, [REDACTED] wrote:

[Quoted text hidden]

Christopher Holland <cholland@ucmo.edu>

Fri, Jul 25, 2025 at 11:22 AM

Cc: Douglas Davenport <ddavenport@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

[REDACTED] I was under the impression that your use of hangar 30 and E5 were incidental to your operations. My understanding of section 3-2 of the Rules and Regulations is that neither of those hangars is the primary location of your specified operations and therefore would not require a Commercial Vendor License Agreement. You also listed rooms 29,30 and 128 in the terminal building in your application. Those areas have been offered in the past as a courtesy when available but with office 128 now occupied with a full time flight instructor and room 30 now occupied by a flight simulator, only room 29 would be available on an as needed/available basis. This would still be considered incidental to the activities listed in your March 22nd application.

If I've misunderstood the nature of your commercial activity or misinterpreted your intent, please don't hesitate to let me know. I'd be glad to clarify and discuss further.

If you feel that your proposed operations still warrant a Commercial Vendor Agreement you are welcome to submit another application through the Commercial Operations Vendor Application link on the UCM Skyhaven airport website.
<https://www.ucmo.edu/offices/skyhaven-airport/index.php>

Thank You

Chris

[Quoted text hidden]

COMMERCIAL OPERATIONS VENDOR LICENSE AGREEMENT

THIS COMMERCIAL OPERATIONS VENDOR LICENSE AGREEMENT (the "Vendor Agreement") is dated as the Effective Date by and between the UNIVERSITY OF CENTRAL MISSOURI ("UCM"), as the airport sponsor, and [REDACTED] ("Business Owner"), for the operation of [REDACTED] an aviation related commercial business.

NOW THEREFORE, in consideration of the fee outlined below, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Basic Vendor Agreement Terms. Each of the capitalized terms below shall have the respective meanings given below when used throughout this Vendor Agreement. The capitalized and basic Vendor Agreement terms described below are an integral part of this Vendor Agreement and shall be given effect as indicated by the parties.

- (a) Effective Date: Shall be the first of the month following last signature below.
- (b) Premises: UCM has identified the E-3 hangar and designated storage space at the Max B. Swisher Skyhaven Airport as the "Premises." The storage space allotted with this Agreement is an open room with a locked door located adjacent to Hangar W-11 and directly across from Hangar E-3. The storage space location is highlighted on Exhibit 1. The Business Owner shall have no rights under this Vendor Agreement in regard to the property surrounding the Premises nor any other airport property not specifically referred to in this Agreement.
- (c) Term: The term of this Vendor Agreement is for a period commencing on the Effective Date for five (5) years thereafter (the "Expiration Date").
- (d) Airport Sponsor
Contact Address: The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu
- (e) Business Owner's
Name and Contact
Address: [REDACTED]
612 SE 150th Road
Warrensburg, MO 64093-8363
[REDACTED]

2. Premises. UCM hereby grants to Business Owner, in addition to all rights, privileges, easements, and appurtenances afforded to Business Owner by and through the separate Hangar License Agreement, permission to operate a Commercial Aeronautical Business within the Premises consisting of aviation mechanical services as a professional licensed mechanic. No other commercial activity is approved under this Agreement for this Premises. The Business Owner shall access the Premises only through authorized routes and access points, as designated by UCM and otherwise generally available to other public users of airport services. UCM shall be responsible to keep the access ways clear of snow when the airport is otherwise open to air traffic.
3. Term. The Term of this Vendor Agreement shall commence on the Effective Date and expire on the Expiration Date, subject to the provisions hereof. A “Year” is a one-year period, beginning on the Effective Date and any anniversary thereof.
4. Commercial Vendor Fee. Business Owner agrees to pay to UCM \$756.00 (seven hundred fifty-six dollars and zero cents) per year for this commercial use, which shall be on top of the Hangar License Fee and utility fees, billed separately. Should this contract be terminated early, the commercial vendor fee for any partial year shall be prorated. The term “Fee,” as used herein, shall include all amounts due pursuant to this Section 4, together with any other amounts due from Business Owner hereunder. This Commercial Vendor Fee is based on a rate of 25 cents per foot per year of space. The requested space is 3,024 (three thousand twenty-four) feet in size.
5. Taxes. Should any be assessed, the Business Owner shall pay any and all taxes and assessments levied against his commercial business. Business Owner shall furthermore pay directly to the appropriate taxing authority, should any be assessed, all taxes levied or assessed against any of Business Owner’s personal property or fixtures placed in the Premises.
6. Repairs and Maintenance. The Business Owner shall keep in good condition and repair, the Premises and all parts, components and systems of the Premises. UCM shall continue to maintain the Premises per the terms of the Hangar License Agreement. UCM shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the Commercial Vendor Agreement Term. No improvements or permanent fixtures, including without limitation such things as permanent shelving or wall mounted cabinetry, to the Premises shall be made by Business Owner without the prior written permission of the Airport Manager.
7. Buildings and Facilities. The Business Owner acknowledges and agrees to all applicable portions of the Airport Rules and Regulations, specifically acknowledging section 3-4., Buildings and Facilities of the Procedure and Requirements for Commercial Operation.
8. Inspection and Other Entry. UCM and UCM’s contractors, agents, and representatives shall have the right to enter the Premises at any reasonable time upon prior reasonable written notice to Business Owner for the purpose of inspecting the Premises, and, within the last twelve (12) months of the Term, for exhibiting the Premises to prospective commercial vendors. No prior

notice shall be required for emergency response regarding emergent physical safety of the Premises or airport users.

9. Assignment and Subletting. Business Owner shall not assign this Vendor Agreement or any interest herein, nor sublet the Premises or any portion thereof or interest therein without the prior written consent of UCM, which may be given or withheld in UCM's sole discretion. Any change in majority control of Business shall constitute an assignment for purposes hereof. If granted, UCM's consent to any such assignment or subletting shall not release the Business Owner from any obligation or liability hereunder, and Business Owner shall remain liable to perform and satisfy all such obligations and liabilities.

10. Professional Licensure and Insurance.

- a. Professional Licensure. At all times during the Term, Business Owner shall maintain in good standing his Airframe and Powerplant and Inspection Authorized mechanic certifications and within 30 days of the Effective Date, and thereafter as reasonably requested by UCM, shall provide UCM documentation verifying same.
- b. Insurance. At all times during the Term, the Business Owner shall purchase and maintain the following insurance policies (collectively, "Insurance"), with the coverages and policy limits (or limits of liability) noted below.
 - i. Commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, with primary limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to bodily injury or death to any one person, not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injuries to two or more persons arising out of one accident, and not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to property damage;
 - ii. "All Risk" and extended coverage property insurance in amounts equal to the full replacement cost of all buildings and improvements constructed on the Premises, as well as all fixtures and personal property located on the Premises, naming UCM as loss payee; and
 - iii. workers' compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against UCM or the Premises;
 - iv. All such insurance policies shall be issued by companies licensed to do business in the state where the Premises are located which are reasonably acceptable to UCM. UCM shall be named as additional insured or loss payee on all policies, except Worker's Compensation. Business Owner's insurance shall be primary and non-contributing with respect to or in excess of any

insurance coverage available to or maintained by UCM. All insurance coverage applicable shall in no way be interpreted or applied in a way that waives or limits UCM's protections available as a statutory state entity covered by applicable immunities and state coverage. Within 30 days of the Effective Date, and thereafter upon UCM's reasonable request, the Business Owner shall provide to UCM reasonable evidence of all required insurance. Business Owner shall obtain policies which will not be cancelled or modified without at least thirty (30) days' prior written notice to the UCM and such notice to include copies of replacement policies to maintain compliance with this Section 10.

11. Condemnation.

- a. In the event the entire Premises shall be taken or appropriated by any competent authority or sold under threat thereof (collectively a "taking"), or in the event of a partial taking which is material or substantial, either UCM or Business Owner may elect to terminate this Vendor Agreement by written notice to the other, and this Vendor Agreement shall terminate upon the later to occur of the date of the actual taking or the date the Premises is surrendered to the condemning authority or as otherwise set forth in such notice.
- b. In the event of any taking, the entire amount of any damage award or payment for such taking of the Premises shall be paid to UCM, and Business Owner hereby expressly assigns to UCM any right, title and interest Business Owner may claim to any part of such award; provided however, that Business Owner may pursue, and reserves the right to obtain and keep, at its own expense, any award separately made to Business Owner for Business Owner's relocation expenses.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Vendor Agreement, Business Owner shall be entitled to an equitable abatement of the Commercial Abatement Fee.

12. Default; Remedies.

- a. If Business Owner shall (i) at any time be in default or breach in the payment of any Fee for a period of ten (10) business days after written notice thereof from UCM; or (ii) be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Vendor Agreement and shall fail to remedy any such default specified in this clause (ii) within thirty (30) days after written notice thereof from UCM or (iii) be the debtor of any voluntary or involuntary case commenced under the federal Bankruptcy Code or other similar laws or shall make an assignment for the benefit of creditors, or if a receiver of any property of Business Owner be appointed in any action, suit or proceeding by or against Business Owner, or if the interest of Business Owner in any portion of the Premises shall be sold under execution of other legal process, the same shall be deemed an "Event of Default" by Business Owner, and UCM shall have the rights and remedies as set forth below.

- b. Upon the occurrence of any such Event of Default by Business Owner, UCM shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law or equity) without any notice or demand whatsoever:
- i. Enter upon and take possession of the Premises without terminating this Vendor Agreement and without relieving Business Owner of its obligation to make the payments of Fee herein reserved, and expel or remove Business Owner and any other person who may be occupying the Premises or any part thereof and any personal property or trade fixtures located therein, and change or alter the locks and other security devices, without notice to Business Owner and relicense the Premises at any reasonable rate readily obtainable, and receive the Fee therefor, with UCM using commercially reasonable efforts to mitigate its damages following an Event of Default by Business Owner. In such event, Business Owner shall pay to UCM on demand the reasonable expenses of such relicensing (including all repairs, improvements, brokers' and attorneys' fees and all loss or damage which UCM may sustain by reason of such re-entry and relicensing), and any deficiency which may arise by reason of such relicensing for the remainder of the Term. Business Owner shall not be entitled to any excess obtained by UCM in relicensing over the Commercial Vendor Fee. UCM can bring separate actions from time to time against Business Owner to collect the Commercial Vendor Fee due and owing.
 - ii. Terminate this Commercial Vendor Agreement forthwith. In the event of such termination, Business Owner shall immediately surrender the Premises to UCM and if Business Owner fails to do so, UCM may enter upon and take possession of the Premises and expel or remove Business Owner and any other person who may be occupying the Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of the termination of this Vendor Agreement as provided herein, Business Owner shall pay to UCM, on demand, the reasonable expenses of such relicensing (including all repairs, improvements, brokers' and attorneys' fees and all loss or damage which UCM may sustain by reason of such re-entry and relicensing) plus an amount equal to the difference between the Fee provided for herein and the amount of Fee received by UCM from the subsequent relicensing of the Premises, for the period which would otherwise constitute the balance of the Term in full by Business Owner to UCM. UCM shall use commercially reasonable efforts to mitigate its damages following an Event of Default by Business Owner.
 - iii. Cure any default of Business Owner hereunder and Business Owner shall immediately reimburse UCM for the reasonable cost thereof which shall be deemed additional Fee for purposes hereof.
 - iv. Exercise any other right or remedy available at law or in equity.
- c. No receipt of money by UCM from Business Owner with knowledge of an Event of Default, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises or

any portion thereof, shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the Term of this Vendor Agreement, or affect any such notice, demand or suit.

- d. No delay on the part of UCM in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other, or further exercise thereof or the exercise of any other right, power or privilege. All of UCM's remedies and all of Business Owner's indemnities and Business Owner's obligations arising prior to such termination shall survive termination of this Vendor Agreement or termination of Business Owner's operation hereunder.
 - e. If UCM shall be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Vendor Agreement and shall fail to remedy any such default within thirty (30) days after written notice thereof from Business Owner the same shall be deemed an "Event of Default" by UCM, and Business Owner shall have the rights and remedies provided by law or equity.
13. Compliance with Laws, Rules and Regulations. Business Owner shall, at Business Owner's sole cost and expense, comply in all respects with all applicable laws, ordinances, rules and regulations and all orders, now in force or that may be enacted hereafter, all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other proper officers of the governmental agencies having jurisdiction over the Premises, and such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, or any similar bodies, which are applicable to the Premises and to use and occupancy of the Premises. In addition to the foregoing, Business Owner shall, at Business Owner's sole cost and expense, comply in all respects with the Skyhaven Rules and Regulations and orders issued by UCM and applicable to the Skyhaven Airport and areas adjacent thereto, and UCM shall have the right to impose, by written notice to Business Owner, new and additional rules and regulations during the Term of this Agreement. In all circumstances, Business Owner shall use the Premises and cause its invitees and other users to use the Premises in a manner harmonious with other users of the Skyhaven Airport and areas adjacent thereto. Said additional rules and regulations shall apply to all public users of the Skyhaven Airport including UCM's existing hangar licensees.
- a. Business Owner hereby does and shall indemnify, defend, release, discharge and hold harmless UCM from any loss, claim, demand, suit, judgment, liability, settlement, cost or expense including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and/or restoration expenses incurred or imposed on UCM, arising out of, caused by or related to Business Owner's violation or breach of its covenants set forth in this Section, any contamination of the Premises or release of Hazardous Materials on or about the Premises during the Term, and any violation of the Airport Rules and Regulations during the Term.
 - b. Without limitation, the term "Hazardous Material" shall mean those substances, materials and wastes: (a) included within the definitions of "Hazardous Materials",

“hazardous materials”, “toxic substances” or “solid waste” in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; (b) included within the definitions of “Hazardous Materials”, “hazardous materials”, “toxic substances”, “solid waste”, “pollution”, “wastes” and “hazardous wastes” in any state Statutes, and in the regulations promulgated pursuant to said laws or any replacement thereof; (c) those substances listed by the United States Department of Transportation or by the Environmental Protection Agency and any other governmental entity as Hazardous Materials or materials; or (d) which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations.

- c. Business Owner’s obligations under this Section shall survive the expiration or sooner termination of this Vendor Agreement.
14. Aeronautical and Airport Provisions. The University reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of Business Owner and without interference or hindrance. There is hereby reserved to the University, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
15. Lien. Business Owner shall not suffer or permit any liens to be filed or recorded against the Premises or against the interest of either UCM or Business Owner therein. If any such lien is filed or recorded, Business Owner shall promptly cause such lien to be discharged of record or shall insure over or bond over such lien to UCM’s reasonable satisfaction.
16. Surrender. Upon the expiration or termination of this Vendor Agreement, Business Owner shall surrender the Premises on the Expiration Date including all parts and components thereof in good condition and repair, subject to ordinary wear and tear. Business Owner may, prior to vacating the Premises, remove any or all of Business Owner’s trade fixtures, Business Owner’s fixtures, equipment, inventory and personal property; provided that Business Owner, at its sole cost, shall immediately repair, to the reasonable satisfaction of UCM, any damage caused by such removal. Any items remaining in the Premises on the expiration or termination date of this Vendor Agreement shall be deemed abandoned for all purposes and shall become the property of UCM and the latter may dispose of the same without liability of any type or nature. Business Owner’s obligations set forth in this Section shall survive expiration or termination of this Vendor Agreement.
17. Subordination. The rights of Business Owner under this Vendor Agreement shall be, and are subject and subordinate at all times, to the lien of any underlying Vendor Agreement, mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises or UCM’s interest under this Vendor Agreement, provided however Business Owner is provided a Non-Disturbance Agreement from any creditor or lienholder.

18. Quiet Enjoyment. Business Owner shall and may peaceably and quietly have, hold, occupy and enjoy the Premises during the Term, subject to all matters of record, without any interruption, hindrance or molestation.

19. Miscellaneous.

- a. Impact on other Agreement: This Vendor Agreement shall be in addition to the Business Owner's current Hangar License Agreement. Business Owner must maintain a current Hangar License Agreement with UCM, to which this Vendor Agreement shall be contingent upon.
- b. Successors and Assigns. This Vendor Agreement shall be binding upon the parties and their respective successors and assigns, subject to the restrictions on assignment and subletting as set forth in Section 9 hereof.
- c. Counterparts and Facsimile Execution. This Vendor Agreement may be executed by facsimile or .pdf e-mail and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.
- d. Notices. Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to such party who is entitled to receive such notice at such party's address or e-mail address as set forth in Section 1 hereof (which such address or e-mail address may be changed by the giving of notice to the other party in accordance with the terms hereof). Such notice shall be deemed to have been given and received and to be effective for the commencement of any time period which commences or expires with the giving or receiving of notice as follows: (i) on the day which such notice is sent by e-mail, if the sender or giver of the notice has received electronic verification that the e-mail has been received by the recipient and the notice is also sent, at sender's cost, by overnight delivery with a nationally recognized overnight courier service; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for overnight delivery with a nationally recognized overnight courier service, specifying next day delivery; or (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.
- e. Time. Time is of the essence with respect to the performance of each of the covenants and agreements under this Vendor Agreement. If the date for performance of any act hereunder, or if the date of expiration of time period hereunder, falls on a Saturday, Sunday or legal holiday, then the time for performance thereof, or the date of expiration of time period thereof, shall be deemed extended to the same time on the next successive day which is not a Saturday, Sunday or legal holiday.
- f. Force Majeure. Each party shall be excused from performance of any particular obligation hereunder solely for the period of any delay when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts,

slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies (collectively, "Force Majeure"); provided that Force Majeure shall not excuse or delay any monetary obligations of either party.

- g. Construction. The language used in this Vendor Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. All terms and words used in this Vendor Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Vendor Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the correct number and gender. The captions and the sections of this Vendor Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Vendor Agreement, nor in any way affect this Vendor Agreement.
- h. Severability. If any term, covenant or condition of this Vendor Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Vendor Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Vendor Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. Integration. This Vendor Agreement represents the entire Vendor Agreement between the parties and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are merged into and integrated into this Vendor Agreement and superseded hereby.
- j. Amendment and Waiver. No provision of this Vendor Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No waiver of any term, provision, breach or default hereunder shall constitute or be construed as a waiver by any party of any other term or provision hereof or any prior or subsequent breach or default or of any breach or default of any other provisions of this Vendor Agreement.
- k. Further Assurances. The parties hereto agree, from time to time, to execute, deliver and furnish, or cause to be executed, delivered and furnished, such documents as may be reasonably necessary to fully consummate and effectuate the transactions contemplated under this Vendor Agreement.
- l. Attorney's Fees. In the event of any dispute or litigation arising out of this Vendor Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses including reasonable attorneys' and legal fees and expenses.

- m. Governing Law. This Vendor Agreement and the terms, provisions and conditions hereof shall be governed by and construed and enforced in accordance with the internal laws of the state in which the Premises are located (without giving effect to the conflicts of law provisions thereof).
- n. Holdover. If Business Owner holds over after the expiration of the Term and does not surrender the Premises prior to the expiration of the Term, then the Term thereafter shall be from month to month subject to all notice and termination provisions applicable to a month to month Fee calculation and for each such month that Business Owner is holding over, Business Owner shall pay to UCM twenty times the prorated monthly Fee otherwise due hereunder for each month of such holdover usage. Nothing herein shall limit UCM's rights to remove Business Owner after the expiration of the Term.
- o. Waiver of Jury Trial. EACH PARTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS VENDOR AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION WITH THIS VENDOR AGREEMENT, OR (b) ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS VENDOR AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- p. Venue. Any litigation arising hereunder, shall be subject to the jurisdiction of the Circuit Court of Johnson County, Missouri.
- q. Casualty Loss or Cessation of Airport Operations. If, during the Term of this Vendor Agreement, the airport facility operated by UCM adjacent to the Premises is so damaged by a casualty event such as storm, fire, or other natural disaster, terrorist event, or other unforeseen circumstance as to render it unusable for air traffic for more than fourteen (14) consecutive days, or air traffic is otherwise required by UCM, MODOT, FAA, or other regulatory body with appropriate jurisdiction, to be ceased for more than fourteen (14) consecutive days for routine or necessary maintenance such as runway refurbishment, then Fee shall abate for the length of time such period of unusability continues, provided, however, that if such period continues for more than 365 days, Business Owner shall have the right to terminate this Vendor Agreement.
- r. UCM Liability. The term "UCM" as used in the Vendor Agreement, so far as covenants or agreements on the part of UCM are concerned, shall be limited to mean and include only the owner or owners of UCM's interest in this Vendor Agreement and Premises at the time in question, and in the event of any transfer or transfers of such interest, the UCM herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of UCM contained in this Vendor Agreement thereafter to be performed. Nothing herein

shall limit or restrict UCM's right to convey, assign or transfer the Vendor Agreement or the Premises, or any part thereof. UCM's liability under this Vendor Agreement is limited to UCM's interest in the Premises and any obligations or liability of UCM under this Vendor Agreement shall be satisfied solely from the proceeds and income of the Premises.

- s. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- t. PATRIOT ACT. Each party represents to the other, and covenants that during the term of this Vendor Agreement, that such party and its Affiliates (1) are not and will not be in violation of Executive Order No. 13224, 66 Fed. Reg. 49,079 (September 23, 2001) (the "Executive Order"), the USA PATRIOT Act, Pub. L. No. 107-56, 115 Stat. 272 (2001), or the USA PATRIOT Improvement and Reauthorization Act of 2005, Pub. L. No. 109-177, 120 Stat. 192 (2005) (collectively, "Antiterrorism Laws"), and (2) are not and will not be listed as a "Prohibited Person", "Specially Designated Nation" or otherwise blocked person on any list promulgated or maintained under any of the Antiterrorism Laws. As used herein, "Affiliate" means any person that, directly or indirectly, through one or more intermediaries, controls a party, or which is controlled by or is under common control with such party.
- u. Authority. Each of the undersigned parties represent and warrant to the other party that each such party is authorized to execute, deliver and perform the terms of this Vendor Agreement without the consent of any third party not obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Vendor Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

UNIVERSITY OF CENTRAL MISSOURI: BUSINESS OWNER:

The UNIVERSITY OF CENTRAL MISSOURI

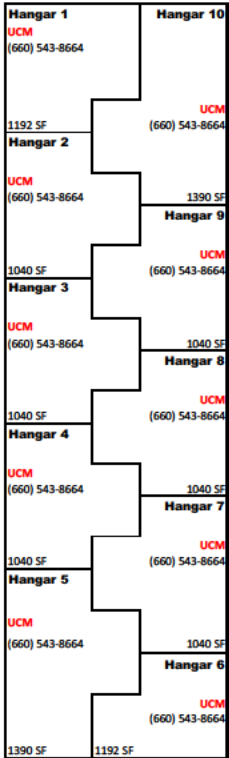


By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

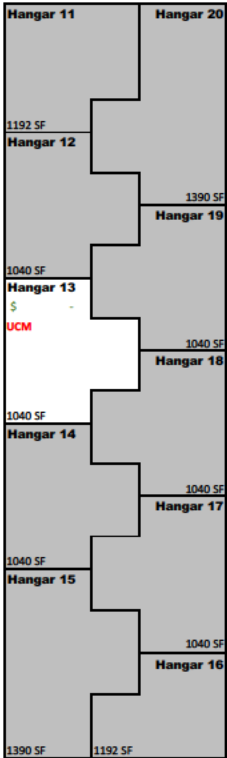
Skyhaven Airport Customer Aircraft Parking

Building A



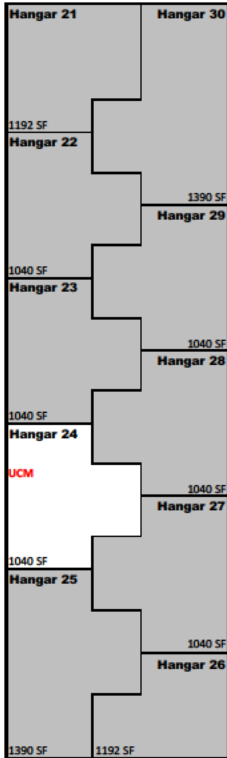
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Building B



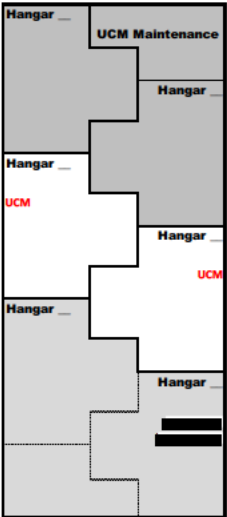
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Building C

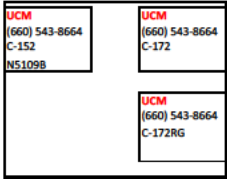
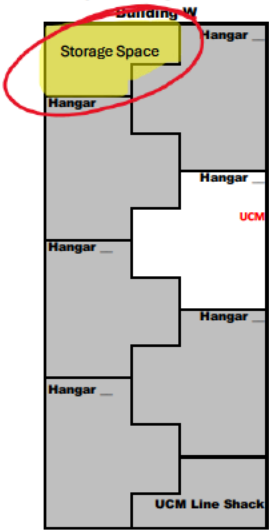


Building C

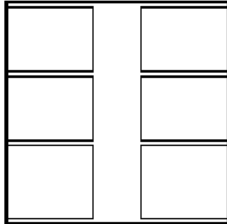
Open T-Hangars East
Building E



Open T-Hangars West



Big Hangar 3





Phillip Burns <pburns@ucmo.edu>

Re: Commercial Vendor License Agreement for Review

4 messages

Douglas Davenport <ddavenport@ucmo.edu>

Tue, Aug 5, 2025 at 2:46 PM

To: [REDACTED]

Cc: Scotti Holbert <holbert@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

Hi [REDACTED]

That is great to hear. I am copying Scotti Holbert on this email, as she will assist with entering the contract into the UCM system. Once our contracts specialist has reviewed it, we will contact you to provide directions on signing the document electronically.

Kind regards,
Doug

Douglas R. Davenport, Ph.D.
Dean
Harmon College of Business and Professional Studies

**REDEFINING WHAT'S POSSIBLE**

On Sat, Aug 2, 2025 at 10:41 PM [REDACTED] wrote:

Doug,

I have reviewed the attached Skyhaven Airport Commercial Vendor License Agreement and prepared to sign this agreement.

Thank you,

[REDACTED]

From: Douglas Davenport <ddavenport@ucmo.edu>**Sent:** Friday, July 18, 2025 10:54 AM**To:** [REDACTED]**Subject:** Re: Commercial Vendor License Agreement for Review

Good morning [REDACTED]

Here are my responses to your questions (in blue):

1. Is this intended to replace the license agreement that I already submitted on March 6, 2025? You submitted a commercial vendor application, not a "license agreement". That application has been reviewed, and its approval has moved the process to the next step, which is the preparation and signing of an Agreement that outlines specific terms and conditions related to the proposed activity. The document sent to you in June for review is the draft Agreement.
2. I see that Minimum Standards for UCM were revised again on June 25, 2025. Do the changes in the new Minimum Standards affect or nullify the conditions in the Commercial Operations Vendor License Agreement? As noted in Section 13 ("Compliance with Laws, Rules and Regulations"), compliance with the Skyhaven Rules and Regulations is a requirement of the agreement.
3. What is the effect on this proposed agreement of future changes to the Minimum Standards? As noted above, compliance with the Skyhaven Rules and Regulations (which may be modified from time to time) is a requirement of the Agreement.
4. Is this Commercial Operations Vendor License Agreement the standard agreement for all other commercial tenants operating at the Airport? This Agreement uses standard language consistent with other Agreements, but all of them are modified based on the type of commercial operation to be conducted.

Kind regards,

Doug

Douglas R. Davenport, Ph.D.

Dean

Harmon College of Business and Professional Studies

----- Forwarded message -----

From: [REDACTED]
Date: Tue, Jul 15, 2025 at 1:23 PM
Subject: RE: Commercial Vendor License Agreement for Review
To: Douglas Davenport <ddavenport@ucmo.edu>
Cc: Christopher Holland <cholland@ucmo.edu>, [REDACTED]

Thank you for the proposed Commercial Vendor License Agreement. This appears to be a substantially different document from what I signed and submitted for approval on March 6, 2025. I would an opportunity for my attorney to review this legal document before I sign. I do have a couple of general questions about Airport policies as well:

1. Is this intended to replace the license agreement that I already submitted on March 6, 2025?
2. I see that Minimum Standards for UCM were revised again on June 25, 2025. Do the changes in the new Minimum Standards affect or nullify the conditions in the Commercial Operations Vendor License Agreement?
3. What is the effect on this proposed agreement of future changes to the Minimum Standards?
4. Is this Commercial Operations Vendor License Agreement the standard agreement for all other commercial tenants operating at the Airport?

Thank you,

■

From: Douglas Davenport <ddavenport@ucmo.edu>
Sent: Monday, July 14, 2025 ■
■
Cc: Christopher Holland <chholland@ucmo.edu>
Subject: Re: Commercial Vendor License Agreement for Review

Good morning, ■

I want to follow up with you regarding your pending Commercial Vendor License Agreement. Please let us know if you have any requested changes or additions; otherwise, we are ready to move forward with the final document for signature.

Kind regards,

Doug

Douglas R. Davenport, Ph.D.

Dean

Harmon College of Business and Professional Studies

On Mon, Jun 23, 2025 at 9:47 AM Douglas Davenport <ddavenport@ucmo.edu> wrote:

Good morning, Mr. [REDACTED]

Attached for review and signature is a Word version of the proposed Commercial Vendor License Agreement following UCM's initial approval of your commercial vendor application to conduct commercial activities in a dedicated physical space at Skyhaven Airport. Also attached is Exhibit 1, which provides a diagram highlighting the designated storage space provided as part of the Agreement. If you would like UCM to consider changes or additions to the attached, please send them to me in redline. If you have no requested changes or additions, please let me know, and we will send the document to you for signature via DocuSign.

Kind regards,

Doug

Douglas R. Davenport, Ph.D.

Dean

Harmon College of Business and Professional Studies

Douglas Davenport <ddavenport@ucmo.edu>

To: Phillip Burns <pburns@ucmo.edu>, Robert Little <rlittle@ucmo.edu>

Wed, Sep 10, 2025 at 11:54 AM

Douglas R. Davenport, Ph.D.

Dean

Harmon College of Business and Professional Studies



UNIVERSITY OF
CENTRAL
MISSOURI

REDEFINING WHAT'S POSSIBLE

[Quoted text hidden]

Douglas Davenport <ddavenport@ucmo.edu>
To: Phillip Burns <pburns@ucmo.edu>, Robert Little <rlittle@ucmo.edu>

Wed, Sep 10, 2025 at 11:55 AM

[Quoted text hidden]



Skyhaven Airport Commercial Vendor License Agreement_ [REDACTED].doc
94K

Douglas Davenport <ddavenport@ucmo.edu>
To: Phillip Burns <pburns@ucmo.edu>, Robert Little <rlittle@ucmo.edu>

Wed, Sep 10, 2025 at 11:56 AM

Douglas R. Davenport, Ph.D.
Dean
Harmon College of Business and Professional Studies



UNIVERSITY OF
CENTRAL
MISSOURI

REDEFINING WHAT'S POSSIBLE

----- Forwarded message -----

From: **Douglas Davenport** <ddavenport@ucmo.edu>
Date: Tue, Aug 5, 2025 at 2:46 PM
Subject: Re: Commercial Vendor License Agreement for Review

[REDACTED] <[REDACTED]@ucmo.edu>, Phillip Burns <pburns@ucmo.edu>

[Quoted text hidden]

Fwd: Overtime Approval from Chris back in February

7 messages

korman@ucmo.edu <korman@ucmo.edu>
To: Douglas Davenport <ddavenport@ucmo.edu>

Fri, Jun 20, 2025 at 7:05 AM

Good morning!
Will this work? Email from Chris

Thanks,

Begin forwarded message:

From: Christopher Holland <cholland@ucmo.edu>
Date: February 28, 2025 at 8:51:58 AM CST
To: Joel Korman <korman@ucmo.edu>
Cc: Rich Decker <rdecker@ucmo.edu>, Scotti Holbert <holbert@ucmo.edu>
Subject: Overtime Approval

Joel, I have discussed the use of overtime with the Dean and we are in agreement that it would be beneficial and is approved. The Aircraft Maintenance Budget currently has a 34K surplus on the administrative salaries and wages line that will support this.

Thank You

Chris

--

Chris Holland
Airport Manager (Interim)
Department of Aviation
Skyhaven Airport
281 NW US 50 Hwy
Warrensburg, MO 64093
660-543-4916
cholland@ucmo.edu

**REDEFINING WHAT'S POSSIBLE**

Douglas Davenport <ddavenport@ucmo.edu>
To: Joel Korman <korman@ucmo.edu>

Fri, Jun 20, 2025 at 9:07 AM

That's perfect. Can you tell me how that affected your work schedules for the maintenance team?

Douglas R. Davenport, Ph.D.
Dean
Harmon College of Business and Professional Studies



REDEFINING WHAT'S POSSIBLE

On Fri, Jun 20, 2025, 7:05 AM <korman@ucmo.edu> wrote:

Good morning!
Will this work? Email from Chris

Thanks,

Begin forwarded message:

From: Christopher Holland <cholland@ucmo.edu>
Date: February 28, 2025 at 8:51:58 AM CST
To: Joel Korman <korman@ucmo.edu>
Cc: Rich Decker <rdecker@ucmo.edu>, Scotti Holbert <holbert@ucmo.edu>
Subject: Overtime Approval

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Thank You

Chris

--

Chris Holland
Airport Manager (Interim)
Department of Aviation
Skyhaven Airport
281 NW US 50 Hwy
Warrensburg, MO 64093
660-543-4916
cholland@ucmo.edu



REDEFINING WHAT'S POSSIBLE

korman@ucmo.edu <korman@ucmo.edu>
To: Douglas Davenport <ddavenport@ucmo.edu>

Fri, Jun 20, 2025 at 9:36 AM

Well, the standard m-f week has remained the same. Saturday however has had 2-3 full time guys and several students working between 4 and 9 hours most Saturdays ever since Chris said we could. I've not made it mandatory to keep "burn out" at a distance, I don't want the extra hours to impact the regular work week. Overtime isn't sustainable long term and even though the guys currently working are choosing to do overtime, they will begin to experience burnout before too long. I'm keeping an eye on them and hopefully I can shut the overtime off before the regular work week gets impacted due to working such an extended schedule. Hope this information helps!

Thanks,

On Jun 20, 2025, at 9:08 AM, Douglas Davenport <ddavenport@ucmo.edu> wrote:

That's perfect. Can you tell me how that affected your work schedules for the maintenance team?

Douglas R. Davenport, Ph.D.
Dean
Harmon College of Business and Professional Studies



REDEFINING WHAT'S POSSIBLE

On Fri, Jun 20, 2025, 7:05 AM <korman@ucmo.edu> wrote:

Good morning!

Will this work? Email from Chris

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Begin forwarded message:

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Date: February 28, 2025 at 8:51:58 AM CST
To: Joel Korman <korman@ucmo.edu>
Cc: Rich Decker <rdecker@ucmo.edu>, Scotti Holbert <holbert@ucmo.edu>
Subject: Overtime Approval

Joel, I have discussed the use of overtime with the Dean and we are in agreement that it would be beneficial and is approved. The Aircraft Maintenance Budget currently has a 34K surplus on the administrative salaries and wages line that will support this.

Thank You

Chris

--

Chris Holland
Airport Manager (Interim)
Department of Aviation

Investigation Report

General Information

Date Possible Violation Reported:	_____ 3 July 2025 _____
Date of Possible Violation:	_____ 8 June 2025 _____
Type of Violation/ Activity:	<u>Unauthorized Commercial Activity</u>
Hangar Number (if applicable):	_____ Ramp Area _____
Name of Individuals in Violation:	
_____ Peter Langworthy _____	_____
_____	_____
Name of Individuals Reporting:	
<u>Anonymous forwarded by OGC</u>	_____
_____	_____

Investigation

Reported Violation:

“Sunday, June 8, 2025 N70565 Cessna 182M Registered to:

PETER B LANGWORTHY

2743 CORMORANT ST

FAIRBANKS, ALASKA

99709-2565

Cowling was removed and 3 individuals were working / Inspecting the aircraft on the Ramp (Not in Hangar 27).

See attached photo as the lower cowl is being installed, their equipment is to the right of the aircraft.”

Contacted Individual(s) in Possible Violation:

Date: _____ 7 July 2025 _____

Synopsis of Conversation:

Only an oil change was performed, not an inspection.

Mr. Langworthy finished a long flight from Fairbanks and needed to do an oil change he performed the maintenance without the assistance of a third-party A&P under the privileges outlined in 14 CFR 43.3

Evidence:



- AIRPORT RULES AND REGULATIONS Including MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES
- 14 CFR 43.3 " Persons authorized to perform maintenance, preventive maintenance, rebuilding, and alterations".
- This person also performed this maintenance in less than 24 hours, following our rules outlined in the airport rules and regs section 2-2H.

Recommendation:

The owner performed the maintenance without the assistance of a third-party A&P under the privileges outlined in 14 CFR 43.3 "Persons authorized to perform maintenance, preventive maintenance, rebuilding, and alterations". This person also performed this maintenance in less than 24 hours, following our rules outlined in the airport rules and regs section 2-2H. Therefore, my determination and recommendation is that NO violation occurred and NO corrective action or sanction is required.

Completed By:

Assistant Airport Manager

Phillip Burns

Phillip E. Burns

Submitted to Airport Manager

Date: 7 July 2025



20-5
st. 2

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and RYAN MORTON, an Individual residing at 554 SW 301st RD in the State of Missouri (the LICENSEE); WARRENSBURG, MO 64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR E-1, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Ryan Morton
Email Address: ryan@morton-roofing.com
Phone Number: 660-747-9000
Aircraft Make: Cessna
Aircraft Model: 170B
Aircraft Year: 1955
Aircraft Registration Number: N4477B
Aircraft Serial Number: 26821
Aircraft Registered Owner(s): Spar Enterprises LLC
Aircraft Owner Address & Phone Number (if different from Lessee):
Distinguishing Aircraft Markings: Red/White
Quantity and ID of Airport Access Keys: CAA40-008
Valid Registration Certificate: 6/20/2023
Emergency Contact Name and Phone Number: Renee Morton 816-217-3440

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 69.46 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

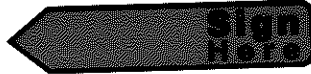
IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Ryan Morton
(Name)

10/8/24
Date



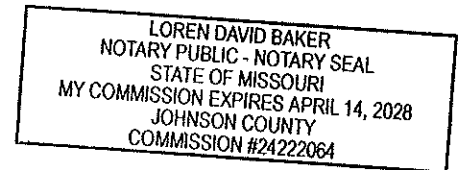
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Ryan Morton, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 8th day of October, 2024.

Loren David Baker
Notary Public

My Commission Expires: 4.14.28



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri (the UNIVERSITY), and JONATHAN ARNOLD, an Individual residing at 104 Broad St. WRBG, MO in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE I PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B20, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Jonathan Arnold
Email Address: jarnold772@yahoo.com
Phone Number: (314) 497-8042
Aircraft Make Cessna
Aircraft Model 152
Aircraft Year 1978
Aircraft Registration Number N25772
Aircraft Serial Number
Aircraft Registered Owner(s) Jonathan Arnold
Aircraft Owner Address & Phone Number (if different from Lessee) N/A
Distinguishing Aircraft Markings Blue/white
Quantity and ID of Airport Access Keys (2) CAD 23 #002 + #003
Valid Registration Certificate
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 305.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

[Signature]
(Name)

9/4/2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Jonathan L. Arnold, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 4th day of September, 2024

Donald A. Hillsman
Notary Public

My Commission Expires: 10/26/2027



COMMERCIAL OPERATIONS VENDOR APPLICATION

Applicants should refer to the Minimum Standards for Commercial Aeronautical Activities in the Skyhaven Airport Rules and Regulations and review pre-application requirements. Applications should be submitted to the University of Central Missouri through the office of the Airport Manager. All applications received by the Airport Manager will be signed and forwarded to the UCM Office of General Counsel for review and consultation with the authorized UCM decision maker. If the application is approved by the legal department as to form and content a written agreement will be drafted and become binding once signed by all interested parties.

Proposed Business Name: Kelly's Flying Service LLC

Owners/Principals/Agents: Kelly Ralston

Type of Activity or Services Provided: AIRCRAFT MAINTENANCE, MINOR AND MAJOR ALTERATIONS & REPAIRS, AVIONICS INSTALLATIONS, 100 HR & ANNUAL INSPECTIONS.

Building Space: Please note if a building space will be constructed, leased, or if applicants intend to use a Licensed Hangar. If using a hangar, please specify which hangar.

USE OF OLD A&P HANGAR E-3 / 10TH (CURRENTLY LICENSED)

Equipment and special tooling used in Commercial Operation.

METERS & GAUGES ASSOCIATED WITH AIRCRAFT MAINTENANCE AND INSPECTIONS. AIRCRAFT JACKS, AIR COMPRESSOR, SPARK PLUG CLEANER & TESTER, BORD SCOPE & SHEET METAL TOOLS & EQUIPMENT.

Number of persons to be employed. (1)

Periods (days and hours) of proposed operation. VARIABLE - NON RETAIL OPERATIONS. HANGAR IS LOCATED BEHIND "LOCKED" GATE - NO PUBLIC ACCESS.

Methods to be used to attract business (advertising and incentives).

QUALITY WORKMANSHIP, AVIATORS KNOW WHERE QUALITY SHOPS ARE LOCATED. WORD OF MOUTH, BEST ADVERTISING.

Amenities to be provide to attract business. QUALITY WORKMANSHIP,
SECURITY OF PROMISES FOR THEIR AIRCRAFT.

Type and quantity of insurance coverage with coverage limits. UCM may determine additional insurance coverage requirements. Additional insurance coverage will be addressed in the Commercial Vendor Agreement. GENERAL LIABILITY, REF ARTICLE 10
OF AIRPORT LANDLORD LICENSE AGREEMENT.

Responsibility and capability of applicant and staff capable of conducting, performing, maintaining, providing and servicing the needs of the general public plans for physical expansion, if business should warrant such expansion.

SOLE EMPLOYEE IS RESPONSIBLE FOR THE AIRCRAFT
AND WORK PERFORMED TO RTN TO A AIRWORTHY CONDITION.
A&P TECHNICIAN SINCE 1985, IA FOR 20 YEARS,
PILOT SEL, MEL & INSTRUMENT FOR 25 YEARS.
LCC HAS BEEN ESTABLISHED IN 2006 AND
PROVIDING QUALITY WORK @ SKYHAVEN SINCE 2012.
ADDITION STORAGE FOR TOOLS & EQUIP WOULD BE HELPFUL.

Proposed Business Plan: Please include a short resume for each of the owner and financial backers. If applicable, also include a short resume of the manager of the business (if different from above). Include experience and background in managing a business of this nature.


Applicant's Signature

06 MARCH 2025
Date


Airport Manager Signature

10 MARCH 2025
Date

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 15 day of OCTOBER, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and STEVE CATRON, an Individual residing at 1226 W 56TH ST. KANSAS CITY, MO in the State of Missouri (the LICENSEE); 64113-1143

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAWK AIRPORT HANGAR C-23, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: STEVE CATRON
Email Address: STINGRAY STEVE 442 @ YAHOO.COM
Phone Number (573) 216-0252
Aircraft Make PIPER
Aircraft Model PA28R-180
Aircraft Year 1969
Aircraft Registration Number N1511
Aircraft Serial Number 28R-31114
Aircraft Registered Owner(s) CATRON STEPHEN R
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings WHITE
Quantity and ID of Airport Access Keys (1) CAD 41002
Valid Registration Certificate YES
Emergency Contact Name and Phone Number: KATHY HAFFA (913) 837-0230

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1ST, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

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License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

STEVE CATRON
1226 W. 56TH STREET.
KANSAS CITY, MO 64113-1143

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Stephen R. Cation
(Name)

10-15-24
Date

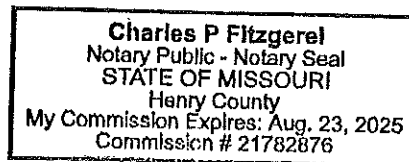
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Stephen R. Cation, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 15th day of October, 2024

Charles P Fitzgerald
Notary Public

My Commission Expires: 8-23-25



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and BRIAN CRUM, an Individual residing at 5 NW 56th Rd, Warrensburg mo in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B-19, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: BRIAN CRUM
Email Address: planes87@gmail.com
Phone Number: 719-337-6522
Aircraft Make: Cessna
Aircraft Model: 182A
Aircraft Year: 1958
Aircraft Registration Number: N914MD
Aircraft Serial Number: 51014
Aircraft Registered Owner(s): Brian + Jennifer Crum
Aircraft Owner Address & Phone Number (if different from Lessee):
Distinguishing Aircraft Markings: Red + White
Quantity and ID of Airport Access Keys: 1
Valid Registration Certificate
Emergency Contact Name and Phone Number: Jennifer Crum 719 646 9270

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Brian Crum, [Signature]
(Name)

8 Oct 2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

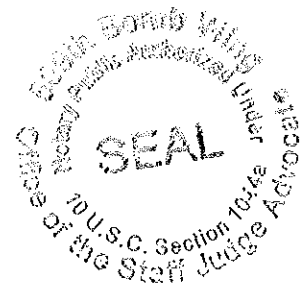
under authority of 10 U.S.C. § 1044g

Before me, the undersigned Notary Public ~~in and for said county and state~~, this day personally appeared Brian Crum, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 8 day of October, 2024.

[Signature: Philip J. Hogan]
Notary Public

My Commission Expires: 31 October 2026



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 2024, by and between the University of Central Missouri, (the UNIVERSITY), and TERRY GOSTOMSKI, an Individual residing at _____ in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE I PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B11, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: TERRY GOSTOMSKI
Email Address: GOOP AIP@gmail.com
Phone Number: (660) 238-4775
Aircraft Make: PIPER
Aircraft Model: PA-32R
Aircraft Year: 1980
Aircraft Registration Number: _____
Aircraft Serial Number: N88DSC
Aircraft Registered Owner(s): KCHAWGS, INC
Aircraft Owner Address & Phone Number (if different from Lessee): 5305 LIMESTONE ROAD
SUITE 200
WILMINGTON, DE 19808
Distinguishing Aircraft Markings: _____
Quantity and ID of Airport Access Keys: 1/CAD17
Valid Registration Certificate: _____
Emergency Contact Name and Phone Number: ALLISON GOSTOMSKI / (660) 238-8575

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 262.24 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

TERRY GOSTOMSKI
(Name)

22 OCT 2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Terry Gostomski, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 22nd day of October, 2024.

Foran David Baker
Notary Public

My Commission Expires: 4.14.28

Limited Aircraft Maintenance Waiver

WHEREAS, Terry Gostomski ("Licensee") has a current license from UCM to use hangar B-11 at UCM Skyhaven Airport;

WHEREAS, Licensee has need for service on his airplane kept in said hangar;

WHEREAS, UCM seeks to allow Licensee to remedy its current AOG situation, and does so without waiving any rights, privileges, or immunities it has as Sponsor, licensor and owner of Skyhaven Airport and the hangar licensed by Licensee, and without alteration of any other terms of the underlying Airport Building License Agreement dated 22 October, 2024;

Therefore, Owner and UCM agree as follows:

UCM gives Terry Gostomski (Licensee) permission to contract with an FAA- certificated Airframe and Powerplant (A&P) mechanic to perform maintenance on the N880SC (AOG). The maintenance may be performed inside hangar B-11, as long as such maintenance is in accordance with federal and state law, FAA orders and regulations, and follows University policies and procedures on waste disposal and hazardous material coordination. If the maintenance cannot be performed inside the hangar per these requirements, it may be performed in another designated area on airport property as determined by the Airport Manager and the contracted mechanic.

The mechanic must complete and provide the following information to the Airport Manager before beginning maintenance on the aircraft and before UCM will sign below:

Name/Business: KELLY'S FLYING SERVICE LLC (HANGAR E-3)
Licenses: WORK TO BE PERFORMED IN MY HANGAR (E-3)
Estimated Time for Completion: UNKNOWN DIAGNOSIS
Insurance Company, Policy Number and liability limits: ON FILE LICENSEE HAS DECIDED TO PROVIDE OWN
Type of Work Performed: DIAGNOSIS ISSUES WITH AIRCRAFT & REPAIR

Licensee agrees that his obligations under Article 10 of the Airport Building License Agreement to indemnify and hold harmless UCM includes any liabilities and risks arising from work performed or not performed by Licensee's chosen A&P Mechanic. The Licensee accepts any liabilities and risks associated with or arising from the AP Mechanic's work and acknowledges this limited waiver applies only to the time for completion and AOG described above.

Printed: Terry R. Gostomski
Licensee

Signature: [Signature]

Printed: CHRIS HOLLAND
Airport Manager

Signature: [Signature]

Date: 11-7-2024

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and BILL MARTIN, an Individual residing at 67 Walnut Way, Warrenton in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR W-6, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: William C Martin
Email Address: Korebill@hotmail.com
Phone Number: 660 909 5700
Aircraft Make Griffin Aircraft
Aircraft Model VariEze
Aircraft Year 1984
Aircraft Registration Number N556
Aircraft Serial Number 656
Aircraft Registered Owner(s) William C, Karen D, Martin
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings No
Quantity and ID of Airport Access Keys 0
Valid Registration Certificate yes
Emergency Contact Name and Phone Number: 660 238 0761

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 69.46 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

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The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

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The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

William C. Martin
(Name)



10/11/2024
Date

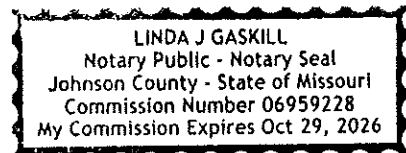
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared WILLIAM C. MARTIN personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 11th day of October, 2024

Linda J. Gaskill
Notary Public

My Commission Expires: 10/29/2026



AIRCRAFT HANGER LICENSE AGREEMENT

THIS LICENSE, made this 1st day of August, 20 08, by and between the University of Central Missouri, General Counsel's Office (the UNIVERSITY), and Doug Mitchell, an individual residing in the state of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at 160 NW 251 Road, MTH Facility, as is and after inspection by LICENSEE. LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning. For the limited and specific purpose as set forth below.

ARTICLE 2 TERM OF LICENSE

To use the above described premises on a month to month basis, commencing as of the date stated above. LICENSEE shall provide for any and all maintenance and repairs to the structure and lots situated at the described premises in addition to the license fee.

UNIVERSITY agrees to allow the use of any personal property situated in the property to the LICENSEE in consideration of the LICENSEE providing for all maintenance, repairs, and operational expenses of the premises.

ARTICLE 3 MINIMUM LICENSE FEE

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as minimum license fee for the premises, the sum of \$275.00 dollars per month license fee, payable in advance, or such other prorated installments as are administratively required by the UNIVERSITY for purposes of accounting needs, commencing on the date as listed above.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE will keep the premises and appurtenances and the adjoining areas and sidewalks clean, safe and healthy condition, and to clean the snow and ice from the sidewalks, drives and parking areas, contiguous to the premises during the term of this License at the LICENSEE'S expense.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or

regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

ARTICLE 5 ALTERATIONS

In addition to improvements to be made to the premises and structure of the premises, the LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 6 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the premises at any reasonable time, and to permit UNIVERSITY to

make such repairs, decorations, alterations, improvements or additions in the premises or to the building of which the premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the premises shall be deemed conclusive evidence that the premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the premises caused by such removal and restore the premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be

bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 12 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on page 1 hereof, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

ARTICLE 13 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE.

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

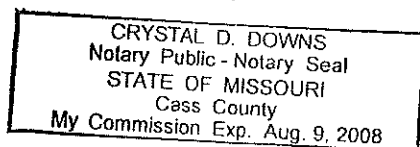
Doug Mitchell
Doug Mitchell

Aug 1 2008
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Doug Mitchell, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 1st day of August, 2008.



[Signature]
Notary Public

My Commission Expires: Aug 9, 2008

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and DOUG MITCHELL, an Individual residing at _____ in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B15, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:
Email Address:
Phone Number:
Aircraft Make
Aircraft Model
Aircraft Year
Aircraft Registration Number
Aircraft Serial Number
Aircraft Registered Owner(s)
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings
Quantity and ID of Airport Access Keys
Valid Registration Certificate
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 305.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Douglas Mitchell
(Name)

Oct 7th 2024
Date

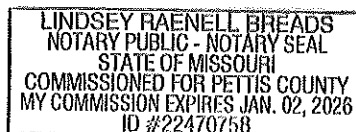
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Doug Mitchell, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 7 day of October, 24.

Lindsey Raenell Breads
Notary Public

My Commission Expires: Jan 02, 2026



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and LEWIS OLLISON, an Individual residing at 1405 CHARLESTON in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR W-7, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: LEWIS OLLISON
Email Address: LEWIS.OLLISON@CHARTER.NET
Phone Number: 660-362-0044
Aircraft Make
Aircraft Model
Aircraft Year
Aircraft Registration Number
Aircraft Serial Number
Aircraft Registered Owner(s)
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings
Quantity and ID of Airport Access Keys 1 - CAA40 009
Valid Registration Certificate
Emergency Contact Name and Phone Number: VICKI 660 362 0044

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 69.46 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

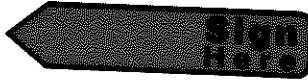
LICENSEE

Ken E. Olson

(Name)

Date

OCT 11, 2024



STATE OF MISSOURI)

COUNTY OF JOHNSON)

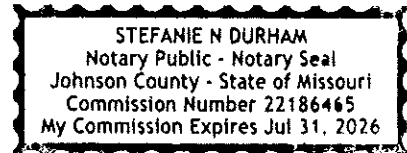
Before me, the undersigned Notary Public in and for said county and state, this day personally appeared *Ken E. Olson*, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this *11th* day of *October*, *2024*.

[Signature]
Notary Public

My Commission Expires:

July 31, 2026



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and DONNA OTTER and Mark Otter Individual residing at 93 SE 341st Rd Warrensburg in the State of Missouri (the LICENSEE); mo 64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR W-8, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Donna Otter Mark Otter
Email Address: otterdonna@yahoo.com
Phone Number: 660-580-8501
Aircraft Make: Cessna
Aircraft Model: 182
Aircraft Year: 1965
Aircraft Registration Number: N2754F
Aircraft Serial Number: 18256854
Aircraft Registered Owner(s): Mark E Otter
Aircraft Owner Address & Phone Number (if different from Lessee): see above
Distinguishing Aircraft Markings: white base teal trim
Quantity and ID of Airport Access Keys: Gate key CAA40003
Valid Registration Certificate: yes registration is current
Emergency Contact Name and Phone Number: Mark 660-580-8500
Donna 660-580-8501

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 69.46 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

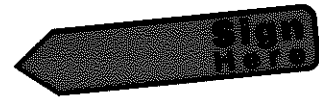
IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Mark Otter Donna Otter
(Name)

19, Sept 2024
Date



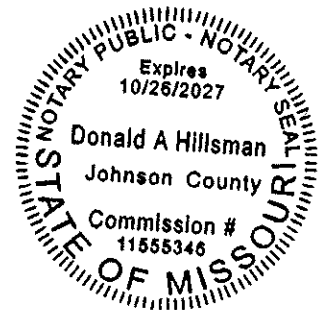
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Mark Otter & Donna Otter, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 19th day of September, 2024

Donald A. Hillsman
Notary Public

My Commission Expires: 10/26/2027



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and MARK OTTER and Donna Otter Individual residing at 93 SE 34th Rd Warrensburg, MO in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-26, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Mark Otter / Donna Otter
Email Address: meotterig@gmail.com (using otter donna@yahoo.com)
Phone Number: 660-580-8500
Aircraft Make: Glasair I X2
Aircraft Model: Glasair 1997 / 1987 Glasair
Aircraft Year: 1997 / 1987
Aircraft Registration Number: 345WW / 325TR
Aircraft Serial Number: 727 / 689
Aircraft Registered Owner(s): Mark E Otter
Aircraft Owner Address & Phone Number (if different from Lessee): See above 660-580-8500
Distinguishing Aircraft Markings: White w/ accent stripes
Quantity and ID of Airport Access Keys: 2- CAD38002 - CAD38003
Valid Registration Certificate: Yes registration is current
Emergency Contact Name and Phone Number: Donna Otter 660-580-8501
Mark Otter 660-580-8500

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 262.24 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Mark Otter Donna Otter
(Name)

9-19-2024
Date

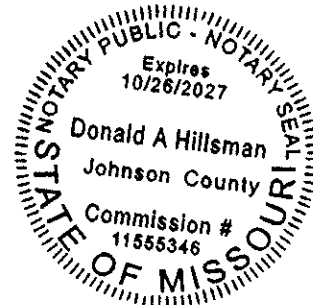
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Mark Otter & Donna Otter, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 19th day of September, 2024

Donald A. Hillsman
Notary Public

My Commission Expires: 10/26/2027



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 1 day of February, 20 12, by and between the University of Central Missouri, (the UNIVERSITY), and Gilbert Powers, an Individual residing at 501 Quail Trail, Waversburg, in the State of Missouri (the LICENSEE); MO 64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at Skyhaven Airport T- Hangar 25, (the "Premises") as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Aircraft Serial Number _____
Aircraft Registered Owner(s) _____
Aircraft Owner Address & Phone Number (if different from Lessee) _____
Distinguishing Aircraft Markings _____
Quantity and ID of Airport Access Keys _____
Valid Registration Certificate YES/NO

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on February, 20 12. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement upon thirty (30) days prior written notice.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of \$275.00 dollars per month, payable in advance commencing on the date as listed above. A security deposit equal to one month's license fee must be paid upon execution

300.00

of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.
- E. If the LICENSEE's property, or any part thereof, is damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall be solely responsible for all costs of replacement or repair.
- F. If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, other than the responsibilities of LICENSEE as stated in section 'A' above, the UNIVERSITY may, at its sole option, repair or restore the Premises to substantially that condition existing prior to the date of loss. License fee paid pursuant to this License shall be reduced or abated from the date of such damage or destruction until the time when such repair or restoration work has been completed.

ARTICLE 6 ALTERATIONS

The LICENSEE shall not make alterations, improvements, and additions to the Premises or any part thereof.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such

decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless, defend and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify, defend and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, defend, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, naming the UNIVERSITY as an additional insured, together with copies of such policies, during the life of this Agreement:

Aircraft Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence. Additional coverage shall include:

- Property Damage
- Personal Injury
- Bodily Injury
- Fire Damage
- Medical Expense

With respect to the above coverage, the coverage shall be provided on an occurrence basis. All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

ARTICLE 10
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to attorn and to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 12
NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 13
AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the Premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

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

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE. Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

Licensee acknowledges receipt of a copy of this Agreement and a copy of Skyhaven Airport Rules and Regulations. Licensee further acknowledges that the rules and regulations are specifically incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

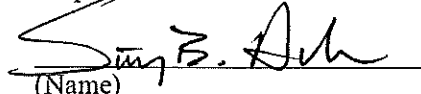
Signed and acknowledged
In the presence of:

LICENSEE


(Name)

2-3-2012
(Date)

Airport Director


(Name)


01/25/2012
(Date)

(STATE OF MISSOURI)

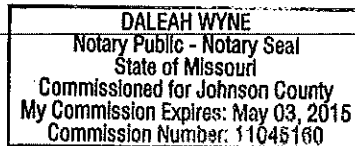
(COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Gilbert Pavers, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 3 day of February, 2012.


Notary Public

My Commission Expires:



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and JOE SHETTERLY, an Individual residing at 169 NW 2815th RD in the State of Missouri (the LICENSEE);

64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B-18, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:
Email Address: ON FILE
Phone Number:
Aircraft Make: CESSNA
Aircraft Model: 180
Aircraft Year: 1968
Aircraft Registration Number: N3129D
Aircraft Serial Number: 158443J
Aircraft Registered Owner(s): THUNDERBOLT RESOURCES, LLC HAWKS LANDING, LLC
Aircraft Owner Address & Phone Number (if different from Lessee):
Distinguishing Aircraft Markings:
Quantity and ID of Airport Access Keys: 1 CAD30 002
Valid Registration Certificate: ☒
Emergency Contact Name and Phone Number: RHONDA SHETTERLY 520-784-1798

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

JOE SHEETERLY
169 NW 281st RD
LINCOLN, MO 64093

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

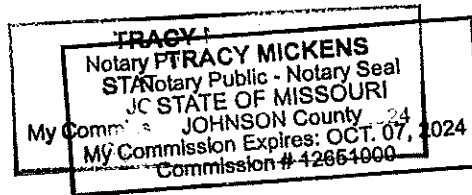
Signed and acknowledged
In the presence of:

LICENSEE

Joseph She Herly
(Name)

19 Nov 2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)



Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Joseph She Herly, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 19th day of August, 24.

[Signature]
Notary Public

My Commission Expires: OCT 7/24

**This policy may include rates and forms which may not be filed with
the Missouri Department of Commerce and Insurance (DCI).**

The insurance afforded by this policy is provided by the insurer below, hereinafter referred to as "the Company".

THE COMPANY

American Alternative Insurance Corporation

Princeton, New Jersey

100.000%

DECLARATIONS

Item 1. Hawgs Landing LLC, Ernewein Vacation Home LLC
NAMED 169 NW 251st Rd
INSURED WARRENSBURG, MO 64093
AND
ADDRESS

Item 2. POLICY PERIOD:
From: September 03, 2023
To: September 03, 2024
12:01 A.M., local time at the address of the
Named Insured as stated herein

Item 3. Insurance is provided only with respect to the following Coverages for which a limit of liability is specified, subject to all conditions of this policy.

COVERAGE(S)		LIMIT(S) OF LIABILITY	
LIABILITY			
D.	Single limit Bodily Injury and Property Damage Liability including Passengers	\$1,000,000 Each Occurrence	\$100,000 Each Passenger
MEDICAL EXPENSE			
E.	Medical Expenses Including Crew	\$10,000 Each Person	
PHYSICAL DAMAGE			
F.	All Risk Basis	The Insured Value of the aircraft subject to the following deductibles: While the aircraft is in motion Nil While the aircraft is not in motion Nil	
		PREMIUM	\$2,533

Item 4. DESCRIPTION OF THE AIRCRAFT:

Year, Make and Model	Registration Number	Seating Crew	Capacity Other	Land, Sea or Amphibian	Insured Value
1955 CESSNA 180	N3129D	1	3	LAND	\$175,000

Item 5. OWNERSHIP AND ENCUMBRANCES. The **Named Insured** is, and shall remain, the sole and unconditional owner of the aircraft described in Item 4, unless otherwise indicated herein.

Item 6. AIRCRAFT USE. The policy shall not apply to any **Insured** while the aircraft is being used with the knowledge and consent of such **Insured** for any purpose involving a charge intended to result in financial profit to such **Insured** unless otherwise indicated herein. Also, please refer to endorsement E001 entitled "ADDITIONAL COMMON POLICY EXCLUSIONS".

Item 7. PILOTS. The policy shall not apply while the aircraft is in flight unless the pilot in command is any of the following:

For 1955 CESSNA 180, N3129D

1. *Journal of the American Medical Association*, 1997; 277: 1033-1036.

[illegible]

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and JOE SHETTERLY, an Individual residing at 169 NW 281st RD in the State of Missouri (the LICENSEE);
64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B-17, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:

Email Address: ON FILE

Phone Number:

Aircraft Make CESSNA

Aircraft Model 150

Aircraft Year 1967

Aircraft Registration Number N8443J

Aircraft Serial Number

Aircraft Registered Owner(s) THUNDERBOLT RESOURCING, LLC

Aircraft Owner Address & Phone Number (if different from Lessee)

Distinguishing Aircraft Markings

Quantity and ID of Airport Access Keys 1 CAD 18 002

Valid Registration Certificate ☒

Emergency Contact Name and Phone Number: RHONDA SHETTERLY 520-784-1798

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

JOE SHEPHERD
169 NW 281ST RD
WARRENSBURG, MO 64093

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

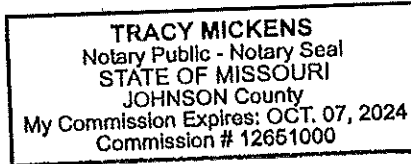
Signed and acknowledged
In the presence of:

LICENSEE

Joseph Shetter
(Name)

19 AUG 2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)



Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Joseph Shetter personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 19th day of AUGUST, 24.

[Signature]
Notary Public

My Commission Expires: 10/7/24



Producer:
MARSH AND MCLENNAN AGENCY LLC
7015 COLLEGE BLVD
SUITE 400
OVERLAND PARK, KS 66211

Application Number: Q31557758
Contact: Hayden White
913-491-1999
Hayden.White@marshmma.com

No insurance will be afforded through Global Aerospace, Inc. until the online application is completed and a policy has been purchased. The policyholder shall not consider any coverage to be in force, until they receive confirmation from the producer or from Global Aerospace, Inc. that a policy is in effect. This submission does not require the applicant to purchase or the company to afford any insurance.

The offer of insurance described in this Summary is valid through November 01, 2023 only.

APPLICANT INFORMATION

Application Number: Q31557758

Joseph Shetterly
169 Nw 251st Rd, Warrensburg, MO 64093
Aviation Association Membership(s): Aircraft Owners and Pilots Association - 05403314, Experimental Aircraft Association - 727971

INSURANCE TYPES, LIMITS AND PREMIUM

Coverage	Annual Premium
Liability Insurance	
Each Occurrence \$1,000,000	\$97
Each Passenger Subject to \$100,000	
Physical Damage: F. All Risks Basis (Ground and Flight)	
1967 CESSNA 150G N8443J	\$363
Insured Value: \$40,000	
Deductible: In motion \$Nil / Not in motion \$Nil	
Medical Expense Coverage	
Medical Expense Limit \$10,000	Included
Coverage for Acts of Terrorism under the Terrorism Risk Insurance Program Reauthorization Act of 2007, 2015 and 2019 (TRIPRA)	Included

Coverage Premium: \$460
MO Estimated Surcharge: \$0

Dated: October 24, 2023

Underwriter:

Timothy M. Bahl

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt.$$

It is shown that the function $f(x)$ is continuous and differentiable on the interval $(-\infty, \infty)$. The derivative of the function is given by the formula

$$f'(x) = \frac{1}{1+x^2}.$$

It is also shown that the function $f(x)$ is bounded on the interval $(-\infty, \infty)$. The maximum and minimum values of the function are given by the formulas

$$\begin{aligned} \max_{x \in (-\infty, \infty)} f(x) &= \frac{\pi}{2}, \\ \min_{x \in (-\infty, \infty)} f(x) &= -\frac{\pi}{2}. \end{aligned}$$

The second part of the paper is devoted to the study of the properties of the function $g(x)$ defined by the equation

$$g(x) = \int_0^x \frac{1}{1+t^4} dt.$$

It is shown that the function $g(x)$ is continuous and differentiable on the interval $(-\infty, \infty)$. The derivative of the function is given by the formula

$$g'(x) = \frac{1}{1+x^4}.$$

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64093

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Pilot Name:

Email Address: ON FILE

Phone Number:

Aircraft Make VANS

Aircraft Model RV-8

Aircraft Year 1999

Aircraft Registration Number N76540

Aircraft Serial Number

Aircraft Registered Owner(s) RIFLE AIRSHOWS LLC

Aircraft Owner Address & Phone Number (if different from Lessee)

Distinguishing Aircraft Markings

Quantity and ID of Airport Access Keys 1 CAD 022 002 CAD 22 002

Valid Registration Certificate ☒

Emergency Contact Name and Phone Number: RAONDA SHETTERLY 520-784-1798

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

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ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 262.24 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

JOE STETTERLY
169 NW 281st RD
WARRENSBURG, MO 64093

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

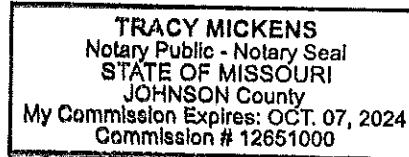
Signed and acknowledged
In the presence of:

LICENSEE

Joseph Shetter
(Name)

19 Aug 2024
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)



Before me, the undersigned Notary Public in and for said county and state, this day personally appeared JOSEPH SHETTER personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 19th day of AUGUST, 24.

[Signature]
Notary Public

My Commission Expires: 10/07/24

AIRCRAFT INSURANCE POLICY

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

■ ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY
■ HOUSTON, TEXAS 77040-6094

YOUR POLICY NUMBER SA00181600-10

Prior Policy No. SA00181600-09

ITEM	<p>NAMED INSURED</p> <p>1 Joseph W. Shetterly Rifle Airshows</p>	<p>YOUR AGENT'S NAME AND ADDRESS</p> <p>Marsh & McLennan Agency LLC Company</p> <p>7015 College Boulevard, Suite 400 Overland Park, KS 66211</p>
2	<p>YOUR ADDRESS</p> <p>169 NW 251st Rd. Warrensburg, MO 64093</p>	

3 **POLICY PERIOD:** 12:01 A.M. STANDARD TIME AT YOUR ABOVE ADDRESS FROM: 12/21/2023 TO: 12/21/2024

4 **LOCATION OF AIRCRAFT:** The aircraft will be principally based at Skyhaven, Warrensburg, MO

5 **DESCRIPTION OF AIRCRAFT:** You have told us that each of the aircraft below (1) has an FAA standard airworthiness certificate unless noted below*; and (2) is solely and unconditionally owned by you unless noted differently in Item 1 and/or 11 or endorsements we issue.

FAA NUMBER	YEAR, MAKE AND MODEL <small>*(Include description if not an FAA standard certificated landplane)</small>	TOTAL SEATS	AIRCRAFT PHYSICAL DAMAGE COVERAGE <small>(If no Agreed Value shown, no coverage is provided)</small>		
			AGREED VALUE	F Not in Motion DEDUCTIBLE	G In Motion DEDUCTIBLE
N76540	1999 . RV-8 (Experimental)	2	\$ 130,000	\$ 250	\$ 2,500

6 **COVERAGES AND LIMITS OF LIABILITY:** The most we will pay under each coverage we provide is shown below for each aircraft. (Where no amount is shown, no coverage is provided)

FAA NUMBER	LIABILITY TO OTHERS	A Bodily Injury Excluding Passengers	B Passenger Bodily injury	C Property Damage	D Single Limit Bodily Injury/Property Damage	DL Single Limit Bodily Injury/Property Damage Limited Pass.	E Medical Expense
N76540	each person each occurrence	\$ \$	\$ \$	\$ \$	\$ \$	\$ 100,000 \$ 1,000,000	\$ 5,000 \$ 10,000

7 **ANNUAL PREMIUMS:** Your cost for each coverage we provide is shown below. (Where no amount is shown, no coverage is provided)

FAA NUMBER	COV. A	COV. B	COV. C	COV. D	COV. DL	COV. E	COV. F	COV. G	TOTAL FOR A/C
N76540	\$	\$	\$	\$	\$ 333	\$ Incl	\$ 974	\$ 1,460	\$ 2,767

8 **ENDORSEMENTS ATTACHED WHEN POLICY ISSUED** NOS: **FORMS:** ANNUAL ENDORSEMENT PREMIUM \$ 1,000 PREMIUM DUE \$ 3,767

Form Name	Form Version	Form Title	Form Premium
AIP 1105	(08/10)	AIRCRAFT POLICY CONDITIONS	
AIP 1195	(08/10)	WAR HIJACKING AND OTHER PERILS EXCLUSION	
AIP 1226	(11/20)	MISSOURI AMENDATORY ENDORSEMENT	
AIP 1109	(08/10)	ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT	
AIP 1881	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	
AIP 1190	(08/12)	WAIVER OF OUR RIGHT OF RECOVERY (LIMITED)	
AIP 1420	(08/10)	DEDUCTIBLE EACH AND EVERY LOSS	

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AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 14 day of Oct, 20 11, by and between the University of Central Missouri, (the UNIVERSITY), and Donald & Linda Stone, an Individual residing at 426 New 1201 Holden mo in the State of Missouri (the LICENSEE); 64540

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at Hanger 28, (the "Premises") as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make Luscombe
Aircraft Model 8A
Aircraft Year 1946
Aircraft Registration Number N45823
Aircraft Serial Number 2350
Aircraft Registered Owner(s) Donald L. and Linda L. Stone
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings Burgundy w/ white trim
Quantity and ID of Airport Access Keys 1
Valid Registration Certificate Being transferred

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on Oct 15, 20 11. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement upon thirty (30) days prior written notice.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 250 dollars per month, payable in advance commencing on the date as listed above. A security deposit equal to one month's license fee must be paid upon execution

of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement

with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.
- E. If the LICENSEE's property, or any part thereof, is damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall be solely responsible for all costs of replacement or repair.
- F. If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, other than the responsibilities of LICENSEE as stated in section 'A' above, the UNIVERSITY may, at its sole option, repair or restore the Premises to substantially that condition existing prior to the date of loss. License fee paid pursuant to this License shall be reduced or abated from the date of such damage or destruction until the time when such repair or restoration work has been completed.

ARTICLE 6 ALTERATIONS

The LICENSEE shall not make alterations, improvements, and additions to the Premises or any part thereof.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the

LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless, defend and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify, defend and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, defend, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, naming the UNIVERSITY as an additional insured, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters. With respect to the above coverage, the coverage shall be provided on an occurrence basis.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to attorn and to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 12 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 13
AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the Premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

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

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination if Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14
PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE. Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Donald L. Stone
(Name)

Oct 14, 2011
Date

STATE OF MISSOURI)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Donald L. Stone, personally known to me to be the person who executed the foregoing instrument,

acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 14 day of October, 2011.

Donald A. Hillsman
Notary Public

My Commission Expires: Oct. 16th, 2011



Limited Aircraft Maintenance Waiver

WHEREAS, Don Slone ("Licensee") has a current license from UCM to use hangar C-29 at UCM Skyhaven Airport;

WHEREAS, Licensee has need for service on his airplane kept in said hangar;

WHEREAS, UCM seeks to allow Licensee to remedy its current AOG situation, and does so without waiving any rights, privileges, or immunities it has as Sponsor, licensor and owner of Skyhaven Airport and the hangar licensed by Licensee, and without alteration of any other terms of the underlying Airport Building License Agreement dated 14 Oct, 2011;

Therefore, Owner and UCM agree as follows:

UCM gives Don Slone _____ (Licensee) permission to contract with an FAA- certificated Airframe and Powerplant (A&P) mechanic to perform maintenance on the Aeronca Champ 3374E (AOG). The maintenance may be performed inside hangar C-29, as long as such maintenance is in accordance with federal and state law, FAA orders and regulations, and follows University policies and procedures on waste disposal and hazardous material coordination. If the maintenance cannot be performed inside the hangar per these requirements, it may be performed in another designated area on airport property as determined by the Airport Manager and the contracted mechanic.

The mechanic must complete and provide the following information to the Airport Manager before beginning maintenance on the aircraft and before UCM will sign below:

Name/Business: Roger Disrud
Licenses: AIR & IA 1735051
Estimated Time for Completion: 2 days Dec 16-17 2024
Insurance Company, Policy Number and liability limits: N/A
Type of Work Performed: Annual Inspection and any required maintenance

Licensee agrees that his obligations under Article 10 of the Airport Building License Agreement to indemnify and hold harmless UCM includes any liabilities and risks arising from work performed or not performed by Licensee's chosen A&P Mechanic. The Licensee accepts any liabilities and risks associated with or arising from the AP Mechanic's work and acknowledges this limited waiver applies only to the time for completion and AOG described above.

Printed: Donald L. Slone
Licensee

Signature: [Signature]

Printed: CHRIS HOLMAN
Airport Manager

Signature: [Signature]

Date: 12 DECEMBER, 2024

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and KEITH STOCK, an Individual residing at 1235 Rich Blvd Warrensburg MO in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-28, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Keith Stock
Email Address: KeithStock@gmail.com
Phone Number: 614 735 5537
Aircraft Make Piper
Aircraft Model 162
Aircraft Year PA-24
Aircraft Registration Number N 7767P
Aircraft Serial Number 24-
Aircraft Registered Owner(s) Keith Stock
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings
Quantity and ID of Airport Access Keys 2
Valid Registration Certificate
Emergency Contact Name and Phone Number: Peter Stock 614 477 8644

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

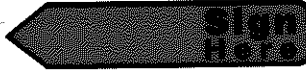
The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

[Signature]
(Name)



14 OCT 24
Date

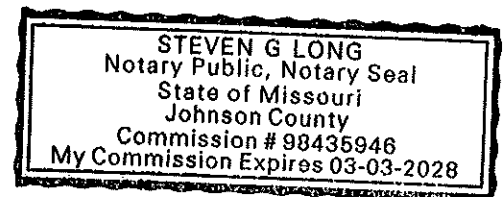
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Keith Stoll, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 11 day of OCT, 2024

[Signature]
Notary Public

My Commission Expires: 03/03/2028



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and RYAN MORTON, an Individual residing at 554 SW 301st RD in the State of Missouri (the LICENSEE); WARRENSBURG, MO 64093

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR E-1, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Ryan Morton
Email Address: ryan@morton-roofing.com
Phone Number: 660-747-9000
Aircraft Make: Cessna
Aircraft Model: 170B
Aircraft Year: 1955
Aircraft Registration Number: N4477B
Aircraft Serial Number: 26821
Aircraft Registered Owner(s): Spar Enterprises LLC
Aircraft Owner Address & Phone Number (if different from Lessee):
Distinguishing Aircraft Markings: Red/White
Quantity and ID of Airport Access Keys: CAA40-008
Valid Registration Certificate: 6/20/2023
Emergency Contact Name and Phone Number: Renee Morton 816-217-3440

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 69.46 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

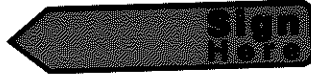
IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Ryan Morton
(Name)

10/8/24
Date



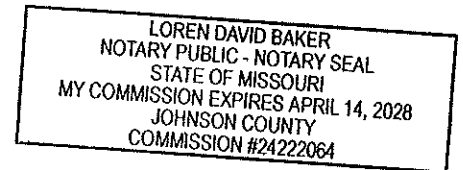
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Ryan Morton, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 8th day of October, 2024.

Loren David Baker
Notary Public

My Commission Expires: 4.14.28



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this ^{15TH}~~5TH~~ day of ^{OCTOBER}~~AUGUST~~ 20 ²⁴, by and between the University of Central Missouri, (the UNIVERSITY), and KELLY RALSTON ^{MANAGER FOR KELLY'S} ~~Individual~~ residing at 612 SE 150TH ROAD in the State of Missouri (the ^{Flying Service LLC} LICENSEE); WARRENSBURG, MO 64093-8368

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR E-3, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: KELLY RALSTON
Email Address: KRALSTON@5@CHARTER.NET
Phone Number: 660) 596-3258
Aircraft Make PIPER
Aircraft Model PA 28-181
Aircraft Year 1981
Aircraft Registration Number N 8967T
Aircraft Serial Number 28-8190209
Aircraft Registered Owner(s) KELLY'S FLYING SERVICE LLC.
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings WHITE & BLUE
Quantity and ID of Airport Access Keys (ONE) CAAA 4 2
Valid Registration Certificate YES
Emergency Contact Name and Phone Number: KELLY RALSTON 660) 596-3258

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1ST, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 144.70 dollars per month payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ADDITIONAL PROVISION: The LICENSEE acknowledges that the above Premise includes additional amenities including gas, water, and a working bathroom. LICENSEE agrees to pay the gas utility bill for use of gas at the above referenced Premise. The UNIVERSITY will invoice the LICENSEE for each month of use by the 5th day of the following month. LICENSEE will pay the UNIVERSITY the gas utility bill by the 15th day of the month.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13
NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

*KELLY RALSTON
MANAGER FOR KELLY'S FLYING SERVICE LLC
612 SE 150TH RD.
WARRENSBURG, MO 64093-8363*

ARTICLE 14
AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein

Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15
PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

[Signature]
(Name) MANAGER FOR KELLY'S FLYING SERVICE LLC.

Oct 15, 2024
Date

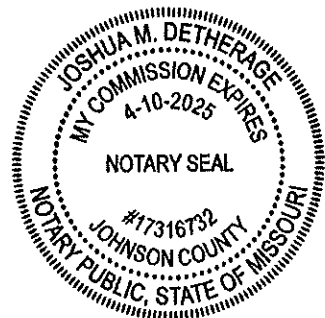
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Kelly Wilson, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 15 day of October, 2024.

[Signature]
Notary Public

My Commission Expires: 4/10/25



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this ^{15TH} ~~5TH~~ day of ^{OCTOBER} ~~AUGUST~~ 20 ²⁴, by and between the University of Central Missouri, (the UNIVERSITY), and KELLY RALSTON MANAGER FOR KELLY'S FLYING SERVICE LLC Individual residing at 612 SE 150TH RD in the State of Missouri (the LICENSEE); WARRENSBURG, MO 64093-8363

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-21, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name: Kelly Ralston
Email Address: KRALSTON05@CHARTER.NET
Phone Number: (660) 596-3258
Aircraft Make PIPER
Aircraft Model PA30
Aircraft Year 1963
Aircraft Registration Number N997KP
Aircraft Serial Number 30-110
Aircraft Registered Owner(s) KELLY'S FLYING SERVICE LLC
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings WHITE & BLUE
Quantity and ID of Airport Access Keys (ONE) CAD33 002
Valid Registration Certificate YES
Emergency Contact Name and Phone Number: KELLY RALSTON (660) 596-3258

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3
MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 262.24 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4
USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

KELLY RALSTON
MANAGER FOR KELLY'S FLYING SERVICE LLC
612 SE 150TH RD.
WARRENSBURG, MO 64093-8365

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

R

Signed and acknowledged
In the presence of:

LICENSEE

[Signature]

(Name) MANAGER FOR KELLY'S FLYING SERVICE LLC

Oct 15, 2024

Date

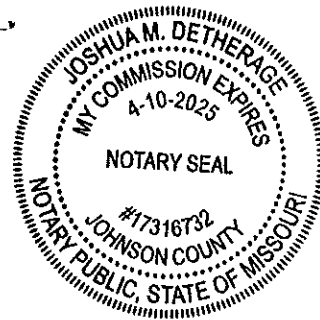
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Kelly Weston, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 15 day of October, 24.

[Signature]
Notary Public

My Commission Expires: 4-10-25



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 1 day of April, 20 12, by and between the University of Central Missouri, (the UNIVERSITY), and Kelly's Flying Service, an Individual residing at 612 SE 150th RD Warrensburg in the State of MO 64093 (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at Skyhaven Airport T-Hangar # 21, (the "Premises") as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make PIPER
Aircraft Model PA30
Aircraft Year 1963
Aircraft Registration Number N777KP
Aircraft Serial Number 30-110
Aircraft Registered Owner(s) KELLY'S FLYING SERVICE LLC
Aircraft Owner Address & Phone Number (if different from Lessee)
SAME AS ABOVE
Distinguishing Aircraft Markings WHITE @ BLUE STRIPES
Quantity and ID of Airport Access Keys _____
Valid Registration Certificate (YES) NO

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on April, 20 12. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement upon thirty (30) days prior written notice.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of \$225.00 dollars per month, payable in advance commencing on the date as listed above. A security deposit equal to one month's license fee must be paid upon execution

of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenantable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.
- E. If the LICENSEE's property, or any part thereof, is damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall be solely responsible for all costs of replacement or repair.
- F. If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, other than the responsibilities of LICENSEE as stated in section 'A' above, the UNIVERSITY may, at its sole option, repair or restore the Premises to substantially that condition existing prior to the date of loss. License fee paid pursuant to this License shall be reduced or abated from the date of such damage or destruction until the time when such repair or restoration work has been completed.

ARTICLE 6 ALTERATIONS

The LICENSEE shall not make alterations, improvements, and additions to the Premises or any part thereof.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such

decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless, defend and indemnify against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify, defend and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, defend, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, naming the UNIVERSITY as an additional insured, together with copies of such policies, during the life of this Agreement:

Aircraft Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence. Additional coverage shall include:

- Property Damage
- Personal Injury
- Bodily Injury
- Fire Damage
- Medical Expense

With respect to the above coverage, the coverage shall be provided on an occurrence basis. All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

ARTICLE 10
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to attorn and to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 12
NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

Kelly's Flying Service
612 SE 150th RD
Warrensburg, MO 64093

ARTICLE 13
AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the Premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

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

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE. Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

Licensee acknowledges receipt of a copy of this Agreement and a copy of Skyhaven Airport Rules and Regulations. Licensee further acknowledges that the rules and regulations are specifically incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

(Name)

(Date)

Airport Director

(Name)

(Date)

(STATE OF MISSOURI)

(COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Kelly Balston, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 23 day of February, 2012



KATIE JORDAN
My Commission Expires
April 25, 2015
Johnson County
Commission #11177321

Katie Jordan, notary for Kelly Balston only
Notary Public

My Commission Expires: April 25, 2015

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 1st day of December, 20 18, by and between the University of Central Missouri, General Counsel's Office (the UNIVERSITY), and Jeff Suhr, an Limited Liability Corporation Licensed and operating in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at 160 NW 251 Road, Aviation Annex, as is and after inspection by LICENSEE. LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning. For the limited and specific purpose as set forth below.

ARTICLE 2 TERM OF LICENSE

To use the above described premises on a month to month basis, commencing as of the date stated above. LICENSEE shall provide for any and all maintenance and repairs to the structure and lots situated at the described premises in addition to the license fee.

UNIVERSITY agrees to allow the use of any personal property situated in the property to the LICENSEE in consideration of the LICENSEE providing for all maintenance, repairs, and operational expenses of the premises.

ARTICLE 3 MINIMUM LICENSE FEE

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as minimum license fee for the premises, the sum of \$66.15 dollars per month license fee, payable in advance, or such other prorated installments as are administratively required by the UNIVERSITY for purposes of accounting needs, commencing on the date as listed above.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE will keep the premises and appurtenances and the adjoining areas and sidewalks clean, safe and healthy condition, and to clean the snow and ice from the sidewalks, drives and parking areas, contiguous to the premises during the term of this License at the LICENSEE'S expense.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

ARTICLE 5 ALTERATIONS

In addition to improvements to be made to the premises and structure of the premises, the LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 6 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the premises or to the building of which the premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the premises shall be deemed conclusive evidence that the premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the premises caused by such removal and restore the premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability

for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 12 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on page 1 hereof, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

ARTICLE 13 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE.

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Jeffrey E Suhr
(Name)

16 Feb 2018
Date

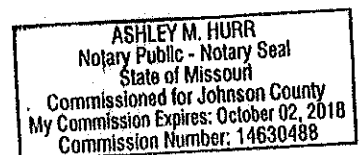
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Jeffrey E Suhr, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 16th day of February, 2018

Ashley M. Hurr
Notary Public

My Commission Expires: 10/02/2018



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 1st day of June, 20 19, by and between the University of Central Missouri, General Counsel's Office (the UNIVERSITY), and Jeff Suhr and/or MMFC LLC, an Limited Liability Corporation Licensed and operating in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at 160 NW 251 Road, Aviation Annex, as is and after inspection by LICENSEE. LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning. For the limited and specific purpose as set forth below.

ARTICLE 2 TERM OF LICENSE

To use the above described premises on a month to month basis, commencing as of the date stated above. LICENSEE shall provide for any and all maintenance and repairs to the structure and lots situated at the described premises in addition to the license fee.

UNIVERSITY agrees to allow the use of any personal property situated in the property to the LICENSEE in consideration of the LICENSEE providing for all maintenance, repairs, and operational expenses of the premises.

ARTICLE 3 MINIMUM LICENSE FEE

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as minimum license fee for the premises, the sum of \$220.50 dollars per month license fee, payable in advance, or such other prorated installments as are administratively required by the UNIVERSITY for purposes of accounting needs, commencing on the date as listed above.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE will keep the premises and appurtenances and the adjoining areas and sidewalks clean, safe and healthy condition, and to clean the snow and ice from the sidewalks, drives and parking areas, contiguous to the premises during the term of this License at the LICENSEE'S expense.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

ARTICLE 5 ALTERATIONS

In addition to improvements to be made to the premises and structure of the premises, the LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 6 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 7 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the premises or to the building of which the premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 8 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the premises shall be deemed conclusive evidence that the premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the premises caused by such removal and restore the premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 9 INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability

for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 11 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 12 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on page 1 hereof, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

ARTICLE 13 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 14 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE.

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 15
ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

[Signature], MMFL President
(Name)

27 Sept 2019
Date

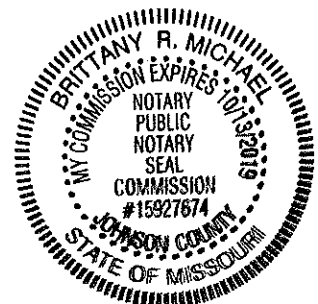
STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Jeffrey Suhr, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 27th day of September, 2019.

Brittany R. Michael
Notary Public

My Commission Expires: 10.13.2019



AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and GREG TRIPLETT, an Individual residing at 1147 NW 250th Rd, Holden, in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE I PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR B-12, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:
Email Address:
Phone Number:
Aircraft Make
Aircraft Model
Aircraft Year
Aircraft Registration Number
Aircraft Serial Number
Aircraft Registered Owner(s)
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings
Quantity and ID of Airport Access Keys
Valid Registration Certificate
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 2024. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

Gary Triplett
(Name)

9/10/24
Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared Gregary Triplett, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this 10 day of September, 2024.

Terry Catron
Notary Public

My Commission Expires: 1-8-2028



GROUND LEASE

THIS GROUND LEASE (the "Lease") is dated as the Effective Date by and between the UNIVERSITY OF CENTRAL MISSOURI, as ground lessor ("Landlord") and 423 EAST YOUNG LLC, a Missouri Limited Liability Company, as ground lessee ("Tenant").

NOW THEREFORE, in consideration of the payment of rent, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Basic Lease Terms. Each of the capitalized terms below shall have the respective meanings given below when used throughout this Lease. The capitalized and basic lease terms described below are an integral part of this Lease and shall be given effect as indicated by the parties.

- (a) Effective Date: Shall be the first of the month following last signature below.
- (b) Premises: UCM has identified Hangar Parcels A, B, and C at the Max B. Swisher Skyhaven Airport, referring to the land together with any and all buildings and improvements to be located thereon, and all equipment therein. "The Premises" as used in this Agreement shall refer only to Parcel C at the time of signing, but shall also include Parcel B if the Lease Option described in Section 5 below is exercised by Tenant. The parcels and Premises are more particularly described on Exhibit 1(A). This Lease has no impact on Parcel A, and Tenant shall have no rights in regard to Parcel A nor any other airport property not specifically referred to in this Agreement. Exhibit 1(B) will show a finalized land survey.
- (c) Term: The term of this Lease is for a period commencing on the Effective Date, and expiring thirty (30) years thereafter (the "Expiration Date").
- (d) Landlord's Name and Address: The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu
- (e) Tenant's Name and Address: 423 East Young LLC
618 N. Maguire St.
Warrensburg, MO 64093
Attention: [REDACTED]
[REDACTED]

With Copy To:

[REDACTED]
[REDACTED]
206 N. Holden St.
Warrensburg, MO 64093
E-mail: doug@warrensburlaw.com

2. Premises. Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises, together with all rights, privileges, easements, and appurtenances, belonging to or in any way pertaining to the Premises. Tenant shall access the Premises only through authorized routes and access points, as designated by Landlord and otherwise generally available to other public users of airport services. Landlord shall be responsible to keep the access ways clear of snow when the airport is otherwise open to air traffic.

3. Term. The Term of this Lease shall commence on the Effective Date and expire on the Expiration Date, subject to the provisions hereof. A "Lease Year" is a one-year period, beginning on the Effective Date and any anniversary thereof.

4. Rent. Tenant agrees to pay to Landlord rent in the following amounts per 12-month Lease Year:

Lease Years 1-5	\$5,100 annually
Lease Years 6-10	\$5,610 annually
Lease Years 11-15	\$6,171 annually
Lease Years 16-20	\$6,788 annually
Lease Years 21-25	\$7,467 annually
Lease Years 26-30	\$8,214 annually

Each year's rent shall be paid in advance without demand or set off, on or before the first day of each Lease year during the Term, with the exception of the \$5,100 owed for Lease Year 1, which shall be paid in its entirety on or before 180 days following the Effective Date of this Agreement. Should this contract be terminated early, rent for any partial year shall be prorated. The term "Rent," as used herein, shall include all amounts due pursuant to this Section 4, together with any other amounts due from Tenant hereunder. Should Tenant exercise its Lease Option regarding Parcel B, the above amounts shall double commencing upon the effective date of the leasing of Parcel B (and prorated for a partial year if applicable for the year implemented). The Lease Option may be exercised within the first eighteen months of this Agreement, and if exercised Tenant's access to Parcel B shall be effective on a date agreed to by the Parties but no later than twenty months from the last signature to this Agreement below.

5. Lease Option on Parcel B. Tenant shall have an eighteen-month option on a ground lease of Parcel B for a four-unit or 10-unit hangar complex for good and sufficient consideration in the amount of one thousand and twenty dollars (\$1,020) payable within thirty (30) days of the Effective Date of this Agreement as defined in Section 1.(a) hereof. This option must be exercised via written notice to the Landlord. If not exercised within eighteen months of the Effective Date, the consideration paid for this option and Parcel B revert to the exclusive control and ownership of the Landlord with no rights to Tenant. If the Option on Parcel B is properly exercised within eighteen months, the \$1,020 consideration paid will be credited to the first rent payment owed that encompasses use of Parcel B. Exercising this Lease Option on Parcel B shall have no impact on the Term of this Agreement.

6. Taxes. Should any be assessed, Tenant shall pay any and all real estate taxes and assessments levied against the Premises, including any improvements located thereon, during the Term prior to delinquency. Tenant shall furthermore pay directly to the appropriate taxing authority, should any be assessed, all taxes levied or assessed against any of Tenant's personal property or Tenant's fixtures placed in or about the Premises and for any alterations or improvements made by Tenant.

7. Repairs and Maintenance. Landlord shall have no obligation to maintain or repair any portion of the Premises. Tenant shall maintain, repair and replace, and keep in good condition and repair,

the Premises and all parts, components and systems of the Premises, including the improvements constructed thereon. Landlord shall keep all paved areas adjacent to the Premises in good and usable state of repair throughout the lease Term.

8. Construction, Alterations and Improvements.

(a) Tenant shall construct at its own expense hangars for the use of Tenant and Tenant's invitees on Parcel C (and Parcel B if that Lease Option is exercised per below). No other commercial business shall be conducted at the Premises other than Tenant's rental of hangars to subtenants for storage of planes. Tenant shall submit plans and specifications ("Tenant Plans") for its initial improvements to the Premises ("Initial Buildout") to Landlord for approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, it shall be reasonable for Landlord to require that the Initial Buildout be consistent in size and appearance to other hangars constructed in the general vicinity of the Premises. Tenant may build 4-unit or 10-unit hangar building provided it is similar in appearance and materials to Landlord's existing hangars located near the Premises; the rendering is subject to review and approval by UCM; and following approval, build must be consistent with the approved rendering. Landlord shall respond to the Tenant Plans within ten (10) business days of Tenant's submission thereof to Landlord. Tenant shall not perform any work related to the Initial Buildout until such time as the Tenant Plans are approved in writing by Landlord.

(b) Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Premises for purposes of delivering supplies and constructing the Tenant Finish. After Landlord's approval of the Tenant Plans, Tenant must obtain Landlord's approval of any changes requested by Tenant to the Tenant Plans, which approval shall not be unreasonably withheld, conditioned or delayed, and Landlord shall respond to any requested changes within ten (10) business days of Tenant's request. Landlord shall designate an area suitable for the delivery and "laydown" of Tenant's construction materials and equipment for use during Tenant's buildout. Tenant shall remove all materials and equipment from this area following buildout and return it in its prior condition.

(c) Tenant shall be solely responsible for obtaining all licenses, permits and approvals required or necessary for the completion of Tenant Plans and Initial Buildout. Such licenses, permits and approvals shall include, but shall not be limited to, building permits, certificates of occupancy, and any other required governmental consents or approvals. Tenant shall cause the Initial Buildout Finish to be completed in accordance with the Tenant Plans and in a first-class, workmanlike manner and in conformity with all applicable governmental laws, ordinances, rules, orders, regulations and other requirements, including without limitation, the Americans with Disabilities Act.

(d) Tenant will hire a contractor reasonably acceptable to Landlord (hereinafter called "Tenant's Contractor") for the construction of the Initial Buildout work set forth in the Tenant Plans. Tenant's agents, contractors, workmen, mechanics, suppliers and invitees, including Tenant's Contractor shall work in harmony with other users of Skyhaven Airport. Landlord shall not be liable for any injury, loss or damage which may occur on or to the Premises by Tenant's agents, contractors, workmen, mechanics, suppliers and invitees, including Tenant's Contractor, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or adjacent property caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. Tenant's anticipated contractor, LDL Builders LLC, is expressly approved as an acceptable contractor by Landlord.

(e) Upon completion of the Initial Buildout, Tenant shall deliver to Landlord all of the following: (i) an affidavit of payment, lien waiver and proof of payment of Tenant's Contractor and

all subcontractors and all materialmen, to evidence full payment for all work performed in connection with the Initial Buildout; (ii) certificate(s) of occupancy for the Premises and evidence of compliance with any and all governmental regulations regarding the completion, occupancy and use of the Premises, issued or required by the appropriate regulatory agencies; and (iii) a complete certified final set of plans, specifications and working drawings for the Initial Buildout, as completed.

(f) Tenant shall promptly pay all contractors or other persons supplying materials or services to the Premises in a timely manner such that the Premises shall be delivered without liens in any way related to the Initial Buildout.

(g) After completion of the Initial Buildout, Tenant shall not make any alterations, additions, improvements or other changes to the Initial Buildout or Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, provided, however, it shall be reasonable for Landlord to require that any such alterations, additions, improvements or changes be consistent in size and appearance with similar elevation to other hangars constructed in the general vicinity of the Premises.

(h) The Initial Buildout and all alterations, additions, improvements or other changes to the Premises shall be owned by Tenant for the Term of this Lease but shall become the property of the Landlord upon the expiration or termination of the Lease, except as otherwise provided in Section 19 below.

(i) Landlord shall provide Tenant with access to electrical utilities for the Premises. Tenant shall be responsible to extend such utilities to the Premises through Landlord's existing conduit facilities. Landlord shall provide Tenant with suitable space for transformer or other necessary ground equipment to supply the Premises with electrical utility access.

9. Inspection and Other Entry. Landlord and Landlord's contractors, agents and representatives shall have the right to enter the Premises at any reasonable time upon prior reasonable written notice to Tenant for the purpose of inspecting the Premises, and, within the last twelve (12) months of the lease Term, for exhibiting the Premises to prospective tenants or buyers and placing "for sale" and "for lease" signs on the Premises.

10. Utilities. Tenant shall pay all fees and charges incurred during the Term for water, sewer, gas, heat, steam, air-conditioning, ventilating, telephone service, trash removal and other utilities supplied to the Premises directly to the applicable utility provider.

11. Assignment and Subletting. Except for the rental of hangar spaces by Tenant through ordinary best business practices, Tenant shall not assign this Lease or any interest herein, nor sublet the Premises or any portion thereof or interest therein without the prior written consent of Landlord, which may be given or withheld in Landlord's sole discretion. The Tenant covenants and agrees not to use or allow its subtenants to use said premises for commercial activity or any part of said premises for commercial aircraft maintenance. Tenant and Tenant's subtenants will be permitted to conduct minor maintenance on their own aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Any change in majority control of Tenant shall constitute an assignment for purposes hereof. If granted, Landlord's consent to any such assignment or subletting shall not release Tenant from any obligation or liability hereunder, and Tenant shall remain liable to perform and satisfy all such obligations and liabilities. Notwithstanding the foregoing, with written notice to Landlord at time of transfer, Tenant may assign or sublet without Landlord's prior consent, its interest hereunder to any transferee entity of which [REDACTED] has at least 50% legal control; notice to Landlord under this exception must include written documentation of said legal control. Transfers made through probate, or for purposes of estate planning or to trusts or other

entities at least 50% controlled by [REDACTED], are exempt from the restrictions of this paragraph.

12. Insurance.

(a) At all times during the Term, the Tenant shall purchase and maintain the following insurance policies (collectively, "Insurance"), with the coverages and policy limits (or limits of liability) noted below, and if Landlord is required to maintain such insurance, then Tenant shall pay the same upon Landlord's presentation of the invoice or bill therefor or shall reimburse Landlord for the cost and expense therefor upon demand in accordance with the provisions hereof:

(i) commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, with primary limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to bodily injury or death to any one person, not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injuries to two or more persons arising out of one accident, and not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to property damage;

(ii) "All Risk" and extended coverage property insurance in amounts equal to the full replacement cost of all buildings and improvements constructed on the Premises, as well as all fixtures and personal property located on the Premises, naming Landlord as loss payee; and

(iii) workers' compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the Landlord or the Premises;

(b) All such insurance policies shall be issued by companies licensed to do business in the state where the Premises are located which are reasonably acceptable to Landlord. Landlord shall be named as additional insured or loss payee on all policies, except Worker's Compensation. Tenant's insurance shall be primary and non-contributing with respect to or in excess of any insurance coverage available to or maintained by Landlord. Upon Landlord's reasonable request, the Tenant shall provide to Landlord reasonable evidence of all required insurance. Tenant shall obtain policies which will not be cancelled or modified without at least thirty (30) days' prior written notice to the Landlord.

13. Condemnation.

(a) In the event the entire Premises shall be taken or appropriated by any competent authority or sold under threat thereof (collectively a "taking"), or in the event of a partial taking which is material or substantial, either Landlord or Tenant may elect to terminate this Lease by written notice to the other, and this Lease shall terminate upon the later to occur of the date of the actual taking or the date the Premises is surrendered to the condemning authority or as otherwise set forth in such notice.

(b) In the event of any taking, the entire amount of any damage award or payment for such taking of the Premises shall be paid to Landlord, and Tenant hereby expressly assigns to Landlord any right, title and interest Tenant may claim to any part of such award; provided however, that Tenant may pursue, and reserves the right to obtain and keep, at its own expense, any award separately made to Tenant for Tenant's relocation expenses and the then value of Tenant's improvements that are subject to the taking.

(c) In the event of a partial taking of the Premises which does not result in a termination of this Lease, Tenant shall be entitled to an equitable abatement of Rent.

14. Default; Remedies.

(a) If Tenant shall (i) at any time be in default or breach in the payment of any Rent for a period of ten (10) business days after written notice thereof from Landlord; or (ii) be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Lease and shall fail to remedy any such default specified in this clause (ii) within thirty (30) days after written notice thereof from Landlord (provided, however, if remedying such default reasonably requires more than thirty days, Tenant shall not be in default or breach hereof so long as Tenant commences to remedy such default during such thirty day period and thereafter diligently pursues its completion) or (iii) be the debtor of any voluntary or involuntary case commenced under the federal Bankruptcy Code or other similar laws or shall make an assignment for the benefit of creditors, or if a receiver of any property of Tenant be appointed in any action, suit or proceeding by or against Tenant, or if the interest of Tenant in any portion of the Premises shall be sold under execution of other legal process, the same shall be deemed an “Event of Default” by Tenant, and Landlord shall have the rights and remedies as set forth below.

(b) Upon the occurrence of any such Event of Default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law or equity) without any notice or demand whatsoever:

(i) Enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of its obligation to make the payments of Rent herein reserved, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and any personal property or trade fixtures located therein, and change or alter the locks and other security devices, without notice to Tenant and relet the Premises at any reasonable rental readily obtainable, and receive the rent therefor, with Landlord using commercially reasonable efforts to mitigate its damages following an Event of Default by Tenant. In such event, Tenant shall pay to Landlord on demand the reasonable expenses of such reletting (including all repairs, tenant finish, improvements, brokers’ and attorneys’ fees and all loss or damage which Landlord may sustain by reason of such re-entry and reletting), and any deficiency which may arise by reason of such reletting for the remainder of the Term. Tenant shall not be entitled to any excess obtained by Landlord in reletting over the Rent. Landlord can bring separate actions from time to time against Tenant to collect rent due and owing.

(ii) Terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of the termination of this Lease as provided herein, Tenant shall pay to Landlord, on demand, the reasonable expenses of such reletting (including all repairs, tenant finish, improvements, brokers’ and attorneys’ fees and all loss or damage which Landlord may sustain by reason of such re-entry and reletting) plus an amount equal to the difference between the Rent provided for herein and the amount of Rent received by Landlord from the subsequent reletting of the Premises, for the period which would otherwise constitute the balance of the Term in full by Tenant to Landlord. Landlord shall use commercially reasonable efforts to mitigate its damages following an Event of Default by Tenant.

(iii) Cure any default of Tenant hereunder and Tenant shall immediately reimburse Landlord for the reasonable cost thereof which shall be deemed additional rent for purposes hereof.

(iv) Exercise any other right or remedy available at law or in equity.

(c) No receipt of money by Landlord from Tenant with knowledge of an Event of Default, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises or any portion thereof, shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the Term of this Lease, or affect any such notice, demand or suit.

(d) No delay on the part of Landlord in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other, or further exercise thereof or the exercise of any other right, power or privilege. All of Landlord's remedies and all of Tenant's indemnities and Tenant's obligations arising prior to such termination shall survive termination of this Lease or termination of Tenant's possession hereunder.

(e) If Landlord shall be in default or breach of the performance of any of the other covenants, terms, conditions or provisions of this Lease and shall fail to remedy any such default within thirty (30) days after written notice thereof from Tenant the same shall be deemed an "Event of Default" by Landlord, and Tenant shall have the rights and remedies provided by law or equity.

15. Environmental Laws and Matters.

(a) Tenant (including Tenant's invitees and other users) shall comply with all laws, regulations, ordinances orders and directives governing Hazardous Materials ("Environmental Laws"). Tenant shall not release any Hazardous Materials on or about the Premises except for Hazardous Materials routinely used in the ordinary course of business in compliance with Environmental Laws. Tenant shall promptly notify Landlord of any such release.

(b) Tenant hereby does and shall indemnify, defend, release, discharge and hold harmless Landlord Parties from any loss, claim, demand, suit, judgment, liability, settlement, cost or expense including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and/or restoration expenses incurred or imposed on Landlord Parties, arising out of, caused by or related to Tenant's violation or breach of its covenants set forth in this Section, any contamination of the Premises or release of Hazardous Materials on or about the Premises during the Term, and any violation of Environmental Laws during the Term.

(c) Without limitation, the term "Hazardous Material" shall mean those substances, materials and wastes: (a) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances" or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; (b) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances", "solid waste", "pollution", "wastes" and "hazardous wastes" in any state Statutes, and in the regulations promulgated pursuant to said laws or any replacement thereof; (c) those substances listed by the United States Department of Transportation or by the Environmental Protection Agency and any other governmental entity as Hazardous Materials or materials; or (d) which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations.

(d) Tenant's obligations under this Section shall survive the expiration or sooner termination of this Lease.

16. Compliance with Laws, Rules and Regulations. Tenant shall, at Tenant's sole cost and expense, comply in all respects with all applicable laws, ordinances, rules and regulations and all orders, now in force or that may be enacted hereafter, all directions, rules, and regulations of the fire marshal, health officer, building inspector, or other proper officers of the governmental agencies having jurisdiction over the Premises, and such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, or any similar bodies, which are applicable to the Premises and to use and occupancy of the Premises. In addition to the foregoing, Tenant shall, at Tenant's sole cost and expense, comply in all respects with all rules, regulations and orders issued by Landlord and applicable to the Skyhaven Airport and areas adjacent thereto, and Landlord shall have the right to impose, by written notice to Tenant, new and additional rules and regulations during the Term of this Lease. In all circumstances, Tenant shall use the Premises and cause its invitees and other users to use the Premises in a manner harmonious with other users of the Skyhaven Airport and areas adjacent thereto. Said additional rules and regulations shall apply to all public users of the Skyhaven Airport including Landlord's existing hangar licensees.

17. Aeronautical and Airport Provisions. The University reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance. There is hereby reserved to the University, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

18. Lien. Tenant shall not suffer or permit any liens under any construction lien law, or any other law, rule or regulation, to be filed or recorded against the Premises or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall promptly cause such lien to be discharged of record or shall insure over or bond over such lien to Landlord's reasonable satisfaction.

19. Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises on the Expiration Date inclusive of all improvements on the Property including all parts and components thereof in good condition and repair, subject to ordinary wear and tear, including the Initial Buildout and any alterations, and Tenant shall be provided recognition by Landlord of donation value of the improvements at the time of surrender. Tenant may, prior to vacating the Premises, remove any or all of Tenant's trade fixtures, Tenant's fixtures, equipment, inventory and personal property; provided that Tenant, at its sole cost, shall immediately repair, to the reasonable satisfaction of Landlord, any damage caused by such removal. Any items remaining in the Premises on the expiration or termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord and the latter may dispose of the same without liability of any type or nature. Tenant's obligations set forth in this Section shall survive expiration or termination of this Lease.

20. Subordination. The rights of Tenant under this Lease shall be, and are subject and subordinate at all times, to the lien of any underlying lease, mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises or Landlord's interest under this Lease, provided however Tenant is provided a Non-Disturbance Agreement from any creditor or lienholder.

21. Quiet Enjoyment. Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises during the Term, subject to all matters of record, without any interruption, hindrance or molestation.

22. Broker. Each party warrants to the other that each such party has had no dealings with any broker in connection with this Lease, and indemnifies and holds harmless the other party from any and all claims for commissions and other fees and expenses (including reasonable attorneys' fees) arising from a breach of the foregoing warranty. Tenant discloses that [REDACTED] are licensed Real Estate Brokers in Missouri (for state required disclosure purposes only).

23. Miscellaneous.

(a) Successors and Assigns. This Lease shall be binding upon the parties and their respective successors and assigns, subject to the restrictions on assignment and subletting as set forth in Section 11 hereof.

(b) Counterparts and Facsimile Execution. This Lease may be executed by facsimile or .pdf e-mail and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.

(c) Notices. Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to such party who is entitled to receive such notice at such party's address or e-mail address as set forth in Section 1 hereof (which such address or e-mail address may be changed by the giving of notice to the other party in accordance with the terms hereof). Such notice shall be deemed to have been given and received and to be effective for the commencement of any time period which commences or expires with the giving or receiving of notice as follows: (i) on the day which such notice is sent by e-mail, if the sender or giver of the notice has received electronic verification that the e-mail has been received by the recipient and the notice is also sent, at sender's cost, by overnight delivery with a nationally recognized overnight courier service; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for overnight delivery with a nationally recognized overnight courier service, specifying next day delivery; or (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.

(d) Time. Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease. If the date for performance of any act hereunder, or if the date of expiration of time period hereunder, falls on a Saturday, Sunday or legal holiday, then the time for performance thereof, or the date of expiration of time period thereof, shall be deemed extended to the same time on the next successive day which is not a Saturday, Sunday or legal holiday.

(e) Force Majeure. Each party shall be excused from performance of any particular obligation hereunder solely for the period of any delay when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies (collectively, "Force Majeure"); provided that Force Majeure shall not excuse or delay any monetary obligations of either party.

(f) Construction. The language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. All terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the correct number and gender. The captions and the sections of this Lease are inserted only as a matter of

convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Lease, nor in any way affect this Lease.

(g) Severability. If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(h) Integration. This Lease represents the entire Lease between the parties and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are merged into and integrated into this Lease and superseded hereby.

(i) Amendment and Waiver. No provision of this Lease may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No waiver of any term, provision, breach or default hereunder shall constitute or be construed as a waiver by any party of any other term or provision hereof or any prior or subsequent breach or default or of any breach or default of any other provisions of this Lease.

(j) Further Assurances. The parties hereto agree, from time to time, to execute, deliver and furnish, or cause to be executed, delivered and furnished, such documents as may be reasonably necessary to fully consummate and effectuate the transactions contemplated under this Lease.

(k) Attorney's Fees. In the event of any dispute or litigation arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses including reasonable attorneys' and legal fees and expenses.

(l) Governing Law. This Lease and the terms, provisions and conditions hereof shall be governed by and construed and enforced in accordance with the internal laws of the state in which the Premises are located (without giving effect to the conflicts of law provisions thereof).

(m) Holdover. If Tenant holds over after the expiration of the Term and does not surrender the Premises prior to the expiration of the Term (and has not exercised its Purchase Option), then the tenancy thereafter shall be from month to month subject to all notice and termination provisions applicable to a month to month tenancy under the laws of the state in which the Premises are located and for each such month that Tenant is holding over, Tenant shall pay to Landlord 200% of the Rent otherwise due hereunder for each month of such holdover tenancy. Nothing herein shall limit Landlord's rights to remove Tenant after the expiration of the Term.

(n) Waiver of Jury Trial. EACH PARTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES AND RELINQUISHES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS LEASE OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION WITH THIS LEASE, OR (b) ARISING FROM ANY RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS LEASE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(o) Venue. Any litigation arising hereunder, shall be subject to the jurisdiction of the Circuit Court of Johnson County, Missouri.

(p) Casualty Loss or Cessation of Airport Operations. If, during the Term of this Lease, the airport facility operated by Landlord adjacent to the Premises is so damaged by a casualty event such as storm, fire, or other natural disaster, terrorist event, or other unforeseen circumstance as to render it unusable for air traffic for more than fourteen (14) consecutive days, or air traffic is otherwise required by UCM, MODOT, FAA, or other regulatory body with appropriate jurisdiction, to be ceased for more than fourteen (14) consecutive days for routine or necessary maintenance such as runway refurbishment, then rent shall abate for the length of time such period of unusability continues, provided, however, that if such period continues for more than 365 days, Tenant shall have the right to terminate this Lease.

(q) Casualty Loss of Tenant's Improvements. Should Tenant's improvements be damaged or destroyed by fire, wind, or other cause not the fault of Tenant or its subtenants' purposeful or negligent acts or omissions, rent shall remain due and owing, however Tenant shall have the right to elect to Terminate this Lease within 180 days of such loss, or to reconstruct Tenant's improvements, and in the case of such reconstruction, all provisions of this Lease concerning the initial construction shall again apply.

(r) Landlord Liability. The term "Landlord" as used in the Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease and Premises at the time in question, and in the event of any transfer or transfers of such interest, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of Landlord contained in this Lease thereafter to be performed. Nothing herein shall limit or restrict Landlord's right to convey, assign or transfer the Lease or the Premises, or any part thereof. Landlord's liability under this Lease is limited to Landlord's interest in the Premises and any obligations or liability of Landlord under this Lease shall be satisfied solely from the proceeds and income of the Premises.

(s) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(t) PATRIOT ACT. Each party represents to the other, and covenants that during the term of this Lease, that such party and its Affiliates (1) are not and will not be in violation of Executive Order No. 13224, 66 Fed. Reg. 49,079 (September 23, 2001) (the "Executive Order"), the USA PATRIOT Act, Pub. L. No. 107-56, 115 Stat. 272 (2001), or the USA PATRIOT Improvement and Reauthorization Act of 2005, Pub. L. No. 109-177, 120 Stat. 192 (2005) (collectively, "Antiterrorism Laws"), and (2) are not and will not be listed as a "Prohibited Person", "Specially Designated Nation" or otherwise blocked person on any list promulgated or maintained under any of the Antiterrorism Laws. As used herein, "Affiliate" means any person that, directly or indirectly, through one or more intermediaries, controls a party, or which is controlled by or is under common control with such party.

(u) Authority. Each of the undersigned parties represent and warrant to the other party that each such party is authorized to execute, deliver and perform the terms of this Lease without the consent of any third party not obtained.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the Effective Date first written above.

LANDLORD:

TENANT:

The UNIVERSITY OF CENTRAL MISSOURI

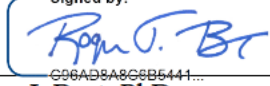
Signed by:
By:  September 11, 2024
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Roger J. Best, PhD
President, University of Central Missouri





EXHIBIT 1(A)
LEGAL DESCRIPTION OF PREMISES

Parcel A:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri, and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N56°43'47"W, a distance of 1262.05 feet to the point of beginning; thence N82°17'15"W, a distance of 59.18 feet; thence N07°43'35"E, a distance of 239.05 feet; thence S82°18'22"E, a distance of 59.05 feet; thence S07°41'44"W, a distance of 239.07 feet to the point of beginning. Containing 0.32 acre or 14,131 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

Parcel B:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N53°45'43"W, a distance of 1140.23 feet to the point of beginning; thence N82°31'55"W, a distance of 58.78 feet; thence N07°41'01"E, a distance of 239.39 feet; thence S82°11'00"E, a distance of 58.96 feet; thence S07°43'30"W, a distance of 239.03 feet to the point of beginning. Containing 0.32 acre or 14,082 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

Parcel C:

A tract of land located in part of the southwest quarter of the northwest quarter of Section 16, Township 46 North, Range 26 West, 5th Principal Meridian, Johnson County, Missouri, and being more particularly described as follows: commencing at the center one-quarter corner of said Section 16; thence N87°23'10"W along the south line of the southeast quarter of the northwest quarter of said Section 16, a distance of 1337.61 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 16; thence N50°04'32"W, a distance of 1021.70 feet to the point of beginning; thence N82°26'29"W, a distance of 59.21 feet; thence N07°44'26"E, a distance of 239.16 feet; thence S82°12'12"E, a distance of 58.87 feet; thence S07°39'33"W, a distance of 238.91 feet to the point of beginning. Containing 0.32 acre or 14,112 square feet of land, more or less. Subject to any and all easements, reservations, and restrictions of record.

EXHIBIT 1(B)
FINALIZED LAND SURVEY

[To be exchanged and included after signature]