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VIA EMAIL& USPS

October 24, 2025

Re: HPN Section 13.2 Letter of Investigation

Mr. David Cohen
Federal Aviation Administration
Eastern Region, Airports Division
1 Aviation Plaza, Room 516
Jamaica, NY 11434-4809

Dear Mr. Cohen:

I write in further response to the letter dated September 22, 2025 from the County of Westchester (the "County Response"), which in turn responds to your letter of August 15, 2025 (the "FAA Investigation Letter"). Attached to the County Response were letters from Millionair and Atlantic Aviation, providing information to the County. This letter is submitted in my personal capacity as a Millionair tiedown tenant.

I refer to my letter of October 15, 2025, to which this letter is supplemental. A few key points herein are pertinent to the FAA's investigation into whether Millionair's practices violate Grant Assurance 22.

1. Millionair's claimed \$44,000 for electric service for all 39 spaces in the tiedown area amounts to a more than \$1,100 charge per aircraft per year. Real pricing for such electric service is orders of magnitude less: Business Aircraft Center ("BAC") at Danbury, CT (DXR), the closest airport to HPN, charges \$5 per month (\$60 per year) for electric service.* Specifically, the FBO at DXR charges 5% of the claimed Millionair electric expense. The massive difference in cost is not the result of different business electric rates as the business rates in the Danbury area is 55%.† It is another example of Millionair seeking to drive away light GA aircraft in violation of the Grant Assurance.

* See <https://www.businessaircraftcenter.com/danbury-tiedowns-rentals.htm>, accessed October 23, 2025. Surely BAC is not losing money on the provision of electricity.

† See <https://poweroutage.us/electricity-rates/ct/danbury> accessed October 23, 2025.


2. Millionair's lease, proffered to the tiedown customers to, *inter alia*, memorialize the new \$600 per month rent, is another example of it seeking to drive light GA aircraft away from being based there.‡ For example:
- a. Contrary to nearly all tiedown agreements for light GA aircraft, which are month to month terms (including the prior lease agreement for this same space under Millionair's ownership), Millionair seeks to impose a one year term on light GA tenants with its additional one year cost commitment (*e.g.*, up to \$7,200). See Section 4 of the lease.
 - b. Also contrary to market terms, Millionair seeks to required insurance coverage of the tied-down aircraft with \$2 million limits whereas \$1 million is the norm. Many older pilots/owners (*e.g.*, over 70 years of age), and others who are less experienced cannot obtain \$2 million limits. If they can't obtain the insurance, then they can not base the aircraft at Millionair according to the terms of the propped lease. The prior Millionair tiedown agreement required only \$1 million aircraft liability insurance limits.§ See Section 12 of the lease.
 - c. The rent provisions of the proposed Millionair lease contain no mechanism for rollback of the \$600 monthly rent, and reimbursement of the tenants at the statutory NY interest rate, in the event that the FAA finds that this rent amount violates the Grant Assurances. The lease was proposed well after the FAA investigation was announced in the FAA Investigation Letter. The lease also contains language authorizing Millionair to raise the rent annually either by the CPI increase percentage, or 3%, whichever is higher. As stated in the October 15 letter, there is no basis for applying a CPI increase (of which there are several) to FBO leases, and a flat escalator percentage for a rent increase is also not in compliance with the Grant Assurances. See Section 5 of the lease.

‡ A copy of the lease is attached. This draft lease remains under review.

§ Upon information and belief, the other FBO offering light GA tiedowns at HPN (Atlantic West) does not require \$2 million insurance limits.

Accordingly, and for all the reasons stated in the October 15 and this submission, I request that the FAA find the increased rent to be in violation of Grant Assurance 22, that all appropriate penalties be assessed against the County so to ensure that Millionair will comply with the terms of the Grant Assurance, that the excess rents charged and collected by Millionair be returned forthwith to the tiedown customers with interest to the date of refund, and for other and further relief that may be appropriate.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. Scott Dyer".

J. Scott Dyer

cc: April Gasparri
Francisco Tejada
Nicholas Hartman, Chair, Airport Advisory Board
Sean M. Collins, AOPA

(all via email)

MILLION AIR



AIRCRAFT LEASE AGREEMENT-PISTON SINGLE ENGINE/TURBO PROP

This Aircraft Lease Agreement ("Agreement") is made as of **October 1st, 2025** ("Effective Date") by and between White Plains Aviation Partners d/b/a Million Air White Plains (herein called "OCCUPANT") and Scott Dyer (herein called "LESSOR").

WITNESSETH

In consideration of the rent and the mutual covenants contained herein, and expressly subject to the terms, provisions and restrictions contained within LESSOR's lease agreement with Westchester County Airport ("Airport Lease"), LESSOR has let and demised and, by these presents, does hereby lease and demise unto OCCUPANT and OCCUPANT does hereby rent and take from LESSOR the SPACE described in Section 2 below, TO HAVE AND TO HOLD the same for the term herein provided, subject to all the following terms and provisions.

SECTION 1: IDENTIFICATION OF AIRCRAFT

LESSOR hereby authorizes OCCUPANT to use the Aircraft Space described in Section 2 below at Westchester County Airport (herein called "The Airport") for the storage of the following Aircraft (herein called "Aircraft"). OCCUPANT shall not store any aircraft in the Aircraft Space other than the Aircraft identified below.

Registration Number: N761LM

Serial Number: 34-8133192

Make: Cessna

Model: PA-34-220T

SECTION 2: IDENTIFICATION OF SPACE

The space is described as follows for ___ Dedicated ___ Space Available :

___ Hangar space adequate for storage of the Aircraft in a hangar leased by LESSOR from The Airport, consisting of approximately ___ square feet ("Aircraft Space"). For the avoidance of doubt, OCCUPANT shall not have right to store the Aircraft in any particular space in any particular hangar.

Tie down/ramp space adequate for storage of the Aircraft consisting of approximately 1,408 square feet (Ramp Space).

___ Office space located in _____, consisting of approximately _____ square feet ("Office Space").

___ Storage space located in _____, consisting of approximately _____ square feet ("Storage Space," and collectively with Aircraft Space and Office Space, "SPACE").

SECTION 3: COMMON AREAS

In addition to the SPACE, OCCUPANT shall have access to and the right to use common areas within the hangar,

including hallways, common parking areas, restrooms and driveways.

SECTION 4: TERM

The term of this Agreement shall be for 12 months, beginning on the 1st day of **October, 2025** and ending on the 30th day of **September, 2026** ("Term"). Should the Aircraft be sold and replaced with a substantially similar aircraft, LESSOR will allow replacement at the same terms subject to space availability. Notwithstanding anything contrary contained herein, the Term shall not extend beyond the term of the Airport Lease. In the event that the Airport Lease is terminated for any reason, this Agreement shall automatically terminate as of the date of termination of the Airport Lease.

SECTION 5: RENT

OCCUPANT agrees to pay the amount of **\$600** per month plus applicable sales tax as rent for the use of the Aircraft Space, \$ N/A per month for use of the Office Space, and/or \$ N/A per month for use of storage space, payable in advance on the first day of each month ("Rent") plus applicable sales tax. Rent is payable by ACH or wire transfer. LESSOR shall not accept credit cards for payment of Rent. In the event that the Term is for more than one (1) year, LESSOR shall have the option to increase the Rent by (i) the annual percentage increase in the Consumer Price Index or (ii) 3%, whichever is greater.

Any undisputed Rent payment overdue for more than 30 days shall bear interest at the rate of one and one-half percent per month or the highest legal rate available in the State of New York, whichever is higher. In the event OCCUPANT has not paid the Rent within five (5) days of the due date, LESSOR reserves the right to charge a late fee of \$35.00 per day. In the event that LESSOR is required to initiate any collection activities to collect any unpaid rent by the OCCUPANT, then the OCCUPANT shall pay all of LESSOR expenses in connection therewith, including LESSOR'S reasonable attorney's fees. In addition to the foregoing, it is understood by the Parties that LESSOR shall place a lien upon the Aircraft for any unpaid rental fees.

For clarity, towing of the Aircraft will be included in the Rent. The following FBO services will not be included in the Rent, and LESSOR reserves the right to charge a separate fee for them: lavatory service, potable water service, International Trash and A/C Cart if available.

SECTION 6: SECURITY DEPOSIT

Upon execution of this Agreement, unless already paid upon execution of any Letter of Intent ("LOI"), OCCUPANT shall deposit with LESSOR a sum equal to a minimum of one (1) month's Rent as a security deposit ("SECURITY") for the performance by OCCUPANT of the terms of this Agreement. LESSOR may use, apply, or retain the whole or any part of SECURITY so deposited for the payment of any Rent or other sum as to which OCCUPANT is in default or which LESSOR may expend or may be required to expend by reason of OCCUPANT'S default under this *Agreement*. In the event OCCUPANT has complied with all of the terms of this *Agreement*, SECURITY shall be returned promptly to OCCUPANT after the date fixed as the end of this *Agreement* and after return of possession of SPACE to LESSOR. LESSOR shall hold SECURITY in accordance with applicable law, and, if so, permitted by law, LESSOR shall have the right to commingle SECURITY with LESSOR'S funds, to invest that amount and to retain any investment earnings as LESSOR'S sole property.

SECTION 7: USE OF PREMISES

The Aircraft Space and Storage Space is solely to be used for the purpose of parking the Aircraft and storing related materials. The Office Space is solely to be used for the purpose of administrative duties associated with the Aircraft. Under no circumstances shall OCCUPANT engage in aircraft heavy maintenance, fueling or defueling, aircraft sales, or aircraft washing (except for spot cleaning), nor shall anyone other than LESSOR perform such activities without the written permission of LESSOR. Such permission, if given, shall be on an exceptional basis and shall not be construed to mean such activities shall be permitted to continue as a normal operating routine. The OCCUPANT has reasonably necessary rights to access across LESSOR'S adjoining area. Automobiles shall not be stored in the Aircraft Space or in the hangar. Aircraft may be moved into secured space or hangar for temporary loading and unloading of passengers or items needed for flight. The Aircraft Space may be utilized by LESSOR for transient aircraft storage while the OCCUPANT is not at home base. Revenue from transient aircraft storage will not be credited to OCCUPANT.

All flight department personnel requiring access to the aircraft, hangars, or secured space are required to obtain an airport badge from The Airport. The cost of the badging, renewal, or badge replacement after loss is the sole responsibility of the OCCUPANT's and will be billed upon receipt of the invoice from The Airport. In addition to The Airport cost, Lessor reserves the right to collect a refundable deposit for each badge issued. All badged personnel are required to adhere to all airport security measures provided by The Airport during the badging process. Violation of airport security measures shall result in fines levied on the badge holder and potential loss of badge and access privileges.

SECTION 8: LEGAL COMPLIANCE

a. Subject to Section 7 above, OCCUPANT may not use or permit any part of the SPACE to be used for (1) any activity which is a nuisance or is offensive, noisy, or dangerous; (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the SPACE; (3) any activity that violates any applicable law, regulation, zoning ordinance, governmental order, Landlord rule, or this Agreement.

b. "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance or rule existing as of the date of this Lease or later enacted.

c. OCCUPANT shall not use, generate, store, or dispose of, or permit the use, generation, storage, or disposal of Hazardous Materials on or about the Leased Premises or Building except in a manner and quantity necessary for the ordinary performance of OCCUPANT'S business, and then in compliance with all applicable laws. If OCCUPANT breaches its obligations under this subparagraph, LESSOR may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from OCCUPANT's use, generation, storage, or disposal of Hazardous Materials and OCCUPANT will be responsible for all such cleanup/remediation costs incurred by LESSOR. **OCCUPANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF CLEAN UP AND REMEDIATION) ARISING FROM OCCUPANT'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SUBPARAGRAPH.** This indemnity

provision shall survive the termination or expiration of this Agreement.

d. LESSOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OCCUPANT AND ITS REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF CLEAN UP AND REMEDIATION) ARISING FROM CONTAMINATION RESULTING FROM THE USE, GENERATION, STORAGE, OR DISPOSAL OF HAZARDOUS MATERIALS IN THE SPACE THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT.

SECTION 10: MAINTAINING SPACE

During the Term, OCCUPANT shall maintain the SPACE and appurtenances in good repair and tenantable condition, not including the maintenance and repair of the plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, which will be the responsibility of the LESSOR, except in case of damage arising from a willful or negligent act of any agent, invitee, or employee of OCCUPANT.

SECTION 11: RIGHTS OF INGRESS AND EGRESS

To the extent permitted by the rules and regulations of the Airport, OCCUPANT shall have at all times the right of ingress to and egress from the SPACE. To ensure this right, LESSOR shall make all reasonable efforts to keep adjacent areas to the SPACE free and clear of all hazards and obstructions, natural or manmade. In addition, the LESSOR shall at times have the right to use the SPACE for events. LESSOR will make accommodations for OCCUPANT'S AIRCRAFT. AIRCRAFT may not be in the hangar for the duration of the event.

SECTION 12: INSURANCE

OCCUPANT shall, at its sole cost and expense, procure and maintain through the term of this Agreement a policy or policies of insurance insuring OCCUPANT against any and all liability for injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the SPACE (including the contractual liability of OCCUPANT to indemnify LESSOR contained herein), the limits of such policy or policies to be as follows:

a. Workers Compensation (statutory limits) and Employer's Liability Insurance as required by law with a limit of \$1,000,000.00 per occurrence. Employer's Liability coverage shall be conditionally waived if OCCUPANT does not have any employees. This conditional waiver shall be automatically revoked, and OCCUPANT shall obtain the requisite coverage if OCCUPANT subsequently hires employees.

b. Comprehensive Aviation General Liability including airport Premises Liability and endorsed to cover liability assumed by OCCUPANT under this Agreement, including such liability arising out of the use of Aircraft with a limit of \$3,000,000 combined single limit per occurrence for Turbo Prop Aircraft/ \$2,000,000 combined single limit per occurrence for Piston Aircraft.

c. Comprehensive Automobile Liability applying to all owned, hired, and non-owned vehicles entering upon the SPACE or otherwise utilizing OCCUPANT'S rights of ingress and egress to the SPACE, with a limit of \$500,000.00 per occurrence combined single limit when driven on the Leasehold ramp area.

d. Aircraft Liability Insurance (Bodily Injury, including Liability to passengers and Property Damage) including non-owned aircraft liability, with an overall minimum combined single limit of \$2,000,000 per occurrence.

The limits and type of insurance required above may be furnished through one or more primary and/or umbrella policies. OCCUPANT hereby agrees to maintain endorsements on its liability insurance policies to provide coverage for the obligations assumed by OCCUPANT pursuant to this Agreement subject to the indemnity obligations herein. OCCUPANT'S insurance policy or policies shall contain a provision whereby OCCUPANT'S insurer waives any right of subrogation against LESSOR, its agents, employees and its affiliated or subsidiary companies subject to the indemnity obligations herein. LESSOR, its agents, employees and its affiliated or subsidiary companies shall be named as additional insured and shall provide that LESSOR must receive at least ten (10) days prior written notice of any cancellation of OCCUPANT'S insurance coverage. Prior to commencement of this Agreement, OCCUPANT shall deliver to LESSOR certificates or binders evidencing the existence of the insurance required herein, and renewals thereof as required shall be delivered to LESSOR at least (30) days prior to expiration of the respective policy terms. If OCCUPANT shall fail to comply with the foregoing requirements relating to insurance, LESSOR may obtain such insurance and OCCUPANT shall pay to LESSOR in demand as additional Rental the premium cost thereof plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to OCCUPANT, such interest to accrue continuously from the date of payment by LESSOR until repaid by OCCUPANT.

For the avoidance of doubt, LESSOR does not and will not procure or maintain any policy or policies of insurance that insure OCCUPANT'S contents in the SPACE. No property coverage contained in any of LESSOR'S policies of insurance is or will be payable to OCCUPANT. The SPACE is provided on an as-is basis, and OCCUPANT is solely responsible for procuring and maintaining insurance for OCCUPANT'S property contained within the SPACE.

SECTION 13: CASUALTY; INDEMNITY; FORCE MAJEURE

In the event that the SPACE or the means of access thereto shall be damaged by fire or other casualty, LESSOR may terminate this Agreement upon written notice to OCCUPANT.

LESSOR and OCCUPANT mutually agree to release, indemnify and hold one another, and all their respective officers, directors, employees and agents, harmless from and against any and all liabilities, damages, delays, losses, claims or judgments of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, one another by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation, negligent performance, or non-performance by one another's servants, employees or agents of any covenant, obligation or condition of this Agreement or by any act or failure to act of those persons.

Neither Party shall be liable to the other Party for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond that Party's control.

Except as otherwise provided herein, LESSOR shall not be liable to OCCUPANT for any loss, damage, destruction, theft, death or personal injury caused by or resulting from any act or omission of any co-licensee, transient or other occupant of LESSOR'S leased premises at the Airport or by any owner or occupant of adjoining or contiguous

property.

SECTION 14: SUBLEASE; ASSIGNMENT

The SPACE hereby rented will not be subleased to others by the OCCUPANT, nor is the Agreement assignable by OCCUPANT. Parking of Aircraft not belonging to or leased by the OCCUPANT shall be grounds for termination of this Agreement and said Aircraft shall be removed from the rented premises unless prior written consent by LESSOR is granted.

SECTION 15: TERMINATION

a. This Agreement shall terminate at the conclusion of the Term. OCCUPANT shall have no holdover rights in the SPACE past the expiration of the Term. The OCCUPANT shall have its Aircraft removed from the SPACE on or before the expiration of the Term. Should OCCUPANT fail to do so, LESSOR is hereby specifically authorized to remove the Aircraft without further obligation to OCCUPANT and without liability for the Aircraft removed.

b. In addition, LESSOR may terminate this Agreement during the course of the Term upon the occurrence of any of the following, each of which shall constitute a material breach of the Agreement by OCCUPANT:

- (i) Rent is not paid by the 10th day of any month during the Term.
- (ii) Purchased fuel is not paid for at time of delivery by LESSOR.
- (iii) OCCUPANT's failure to comply with the minimum gallon purchase requirements set forth in Section 8 above.
- (iv) OCCUPANT has failed to comply with any material condition of this Agreement and has not reasonably corrected the compliance failure within ten (10) days after receipt of written notice of such compliance failure from LESSOR.

LESSOR shall provide OCCUPANT with written notification of any termination under this Section 15b. OCCUPANT shall have three (3) days from the date of such written notification to remove its Aircraft from the SPACE. Otherwise, LESSOR is hereby specifically authorized to remove the Aircraft without further obligation to OCCUPANT and without liability for the Aircraft removed.

c. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the SPACE by OCCUPANT shall remain the property of OCCUPANT. OCCUPANT shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Agreement, however, OCCUPANT shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall automatically vest in LESSOR.

SECTION 16: LIMITATIONS

a. The OCCUPANT agrees to abide by and comply with all present and future rules, regulations and orders of LESSOR and the Airport Authority affecting the control, operation, and use of the SPACE, the Aircraft and the Airport generally.

b. The OCCUPANT acknowledges that neither LESSOR nor any agent or representative of LESSOR has made any representation, covenant, or warranty with respect to the condition of the SPACE or of the Airport.

SECTION 17: UTILITIES

a. All Utilities are included in the Rent. If OCCUPANT requires internet access at speeds greater than provided by LESSOR, OCCUPANT is responsible for any installation, equipment upgrades, and additional monthly costs for increased speeds, which will be made available to any OCCUPANTS in the hangar,

b. OCCUPANT shall comply with all rules and regulations, which The Airport, LESSOR, any governmental agency or authority, or any utility company may establish for the use, proper functioning and protection of any such utility or service.

c. Unless directly caused by gross negligence of LESSOR, LESSOR shall not be liable under any circumstances for loss or injury to property or persons occurring through, in connection with, or incidental to the furnishing of UTILITIES. LESSOR shall not be liable for any stoppage or interruption of UTILITIES caused by third parties or by acts of God, nor for needed repairs that LESSOR is unaware of, and no offset or deduction from rent shall occur by reason of such interruption.

SECTION 18: GOVERNMENT REQUIREMENTS AND TAXES

a. The OCCUPANT shall directly procure, at OCCUPANT'S expense, any and all licenses, permits or other authorizations from all governmental authorities, if any, having jurisdiction over the OCCUPANT'S Operations at the Airport and Leasehold which may be necessary for the OCCUPANT'S Operations thereat

b. The OCCUPANT shall pay directly any and all taxes (including Real Estate Taxes) which may be assessed, levied, exacted or imposed directly on OCCUPANT or indirectly on LESSOR by any government authority (including any local taxing authority) in conjunction with the OCCUPANT'S operations and leasehold, during OCCUPANT'S lease term

c. The OCCUPANT agrees to pay to their appropriate tax collection agency when due and payable all such taxes which may be levied and not in dispute. Failure to pay any such levy that has an impact on LESSOR'S leasehold with The Airport and which remains uncured, will be considered by LESSOR a default by OCCUPANT under this Agreement.

SECTION 19: CONDUCT BY OCCUPANT

a. In the event that the hangar, the office facility, or any of the equipment affixed thereto or stored therein should be damaged as a result of any act of OCCUPANT, or its agents, servants, employees, invitees or contractors, OCCUPANT shall, upon demand, pay to LESSOR the cost of all required repairs, including structural repairs. LESSOR and OCCUPANT shall commit no act of waste and shall take good care of the office facility and the equipment affixed thereto and stored therein and shall, at its sole cost and expense in the use and occupancy of the office facility, conform to all laws, orders and regulations of all agencies having jurisdiction over the premises.

- b. OCCUPANT agrees that it shall not, without LESSOR'S prior written consent:
- (i) make any permanent alterations, additions or improvements in or about the office facility, or change locks or keys on any doors;
 - (ii) do anything in or near the facility which will increase the rate of fire insurance on the office facility;
 - (iii) permit the accumulation of waste or refuse matter in or near the office facility except in containers provided therefor;
 - (iv) mortgage, pledge, assign or encumber this Agreement in whole or in part;
 - (iv) sublease any portion of the SPACE or assign this Agreement;
 - (v) store any hazardous material;
 - (vi) store any personal items or any items that are not consumable by the operation of the Aircraft or otherwise are not related to the Aircraft;
 - (vii) operate any business on the premises that is not related to the aviation operation;
 - (viii) use any portion of the SPACE for any purpose unrelated to the operation of the Aircraft;
 - (ix) inviting a contractor on the grounds without first checking-in with LESSOR; or
 - (x) having agents, servants, employees, invitees, or contractors on the ground without being escorted by a badged employee of the OCCUPANT or LESSOR.

SECTION 20: NOTICE

All notices and other communications required or permitted under this Agreement shall be in writing and deemed delivered: (in) one day after deposit with any overnight mail service which maintains delivery records addressed as follows, or (ii) five days after being deposited into the United States Mail, postage prepaid and addressed as follows or (iii) upon email, telecopy or facsimile transmission to the number set forth below. In the event of telecopy or facsimile transmission the printed machine confirmation showing receipt at the numbers listed below shall be deemed prima facie proof of receipt:

To LESSOR:

Million Air White Plains
 136 Tower Road
 West Harrison, NY 10604
 Attn: General Manager
 Email: Amissick@millionair.com
 AND Contracts@millionair.com

To OCCUPANT :

Scott Dyer
 15 Clark Street
 Pleasantville, NY 10570
 Attn: Scott Dyer
 Email: scott.dyer@verizon.net

SECTION 21: SEVERABILITY AND NON-WAIVER

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later

breach of this Agreement.

SECTION 22: DISCLAIMER OF LIABILITY

OCCUPANT HERBY DISCLAIMS, AND LESSOR HEREBY RELEASES OCCUPANT FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSOR, ITS EMPLOYEES, SUBLEASES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE SPACE OR OTHER PROPERTY OF LESSOR UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY OCCUPANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE HANGAR UNDER THIS AGREEMENT. IN NO EVENT WILL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PROCEEDS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICIES COVERING SUCH LOSS, DAMAGE, OR INJURY.

SECTION 23: GOVERNING LAW; WAIVER OF JURY TRIAL; JURISDICTION; FORUM SELECTION

a. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York

b. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

c. All Parties hereto consent to the jurisdiction of state New York courts, as the exclusive venue for any dispute arising from or related to this Agreement. All Parties waive and agree not to raise any defense that any such court is an improper or inconvenient forum, or any other defense related either to the jurisdiction of New York state courts or to the venue selected in this Agreement.

SECTION 24: INTEGRATION

This Agreement constitutes the entire agreement between the Parties, and of its effective date supersedes all prior independent agreements between the Parties related to the leasing of the SPACE. Any change or modification hereof must be in writing signed by both Parties.

SECTION 25: SUCCESSORS BOUND

This Agreement shall be binding and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, to the extent this Agreement is assignable according to its terms.

SECTION 26: CONFIDENTIAL INFORMATION/NON-SOLICITATION OF EMPLOYEES

LESSOR expends significant time and resources to develop and acquire confidential information related to its business operations, to include the identification and training of its staff and personnel. During the term of this Agreement, OCCUPANT may learn of or become familiar with LESSOR's confidential information and will have business-related dealings with certain of LESSOR's staff and personnel. OCCUPANT will not disclose and will hold in the strictest confidence any and all confidential information of LESSOR.

Further, OCCUPANT, on behalf of itself and its representatives, agrees that it will not, during the Term of this Agreement (to include the Initial Term and any Renewal Term) and for one (1) year thereafter, for any reason whatsoever, directly or indirectly, recruit, solicit, or hire (whether as an employee, contractor, or otherwise) any of LESSOR'S employees who OCCUPANT learned about or had business-related dealings with during the course of this Agreement.

SECTION 27: NAMED STORM RELEASE AND INDEMNITY

This confirms that the OCCUPANT (owner representative/pilot) of the Aircraft has been informed by LESSOR, acknowledges, and agrees that in the event of a named storm warning being issued, the Aircraft must be removed from the LESSOR's ramp, hangars, and leasehold premises. In the event the OCCUPANT (owner representative/pilot) refuses, fails or is unable to do so, for any reason, OCCUPANT accepts all responsibility for loss or damage to the Aircraft and OCCUPANT'S Property, and bodily injury. OCCUPANT releases LESSOR from any and all responsibility /liability of damage to the Aircraft or the OCCUPANT'S property, or bodily harm that occurs related to such hurricane or caused by force majeure.

OCCUPANT also agrees to release, indemnify, and hold harmless LESSOR, its subsidiary and affiliated companies including their officers, directors, employees, and shareholders from any liability with respect to the referenced Aircraft or any claims for damage to the Aircraft or property damage, or bodily harm arising out of the Aircraft being left on LESSOR'S premises during such named storm.

SECTION 28: SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States government 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.

SECTION 29: TIME OF THE ESSENCE

Time is of the essence with respect to all obligations under this Agreement.

SECTION 30: INDEPENDENT CONTRACTOR

Each Party shall be and act hereunder as an independent contractor and not as partner, joint venture or

agent of the other.

IN WITNESS WHEREOF: the parties hereto have set their hand the date first written above.

For LESSOR:

For OCCUPANT:

By: Million Air White Plains

By: _____

Name: Brandon Weaver

Name: _____

Print Title: Sales Manager

Print Title: _____

Date: 9/30/2025

Date: _____