

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") dated as of _____, 2020 (the "**Effective Date**") is between the between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, (the "**City**" or "**Licensor**"), **ADVANCED AIRCRAFT COMPANY, LLC**, a Virginia limited liability company having an office at 1100 Exploration Way, Suite 302S Hampton, Virginia 23666-6264 ("**Licensee**"), and **USA WASTE OF VIRGINIA LANDFILLS, INC.**, a Delaware Corporation having an office at 720 E Butterfield Road, Lombard, IL 60148 ("**Lessee**").

RECITALS

The City is the owner of that certain parcel of land known as the "Bethel Landfill" located at 100 North Park Lane, Hampton, Virginia, and as further outlined in yellow on Exhibit A, which is attached hereto and incorporated herein (the "**Property**").

WHEREAS, Lessee is the tenant under that certain lease agreement dated as of May 1, 1986 (as amended, the "**Primary Lease**") with the City as landlord; and

WHEREAS, pursuant to the Primary Lease, the City leases those certain premises commonly known as Bethel Landfill, Hampton, Virginia, as more particularly described in the Primary Lease; and

WHEREAS, Licensee desires to use a portion of the Property, on a temporary and limited basis, for the purpose of flight testing of Licensee's HAMR Drone (the "**Licensed Activity**").

WHEREAS, the City and Lessee have reviewed Licensee's request, and agree to allow Licensee to use only that certain portion of the Property as outlined in blue on Exhibit A which is attached hereto and incorporated herein (the "**Licensed Area**"), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and undertakings of the parties, and other good and valuable consideration, the City grants to Licensee a revocable license to enter upon the Licensed Area and use the Licensed Area for the Licensed Activity, subject to the following terms and conditions:

1. **Term**: The term of this Agreement shall commence on the date signed by the City Manager or authorized designee and shall continue for a term of one (1) year after the Effective Date of this Agreement (the "**License Term**"). The License Term shall be renewed automatically for up to four (4) succeeding terms of one (1) year each ("**Renewal Terms**") unless Licensor, Licensee or Lessee gives notice to the other parties at least sixty (60) days prior to the then expiration of the License Term or Renewal Term, as applicable, of said party's intention not to renew this Agreement. For the avoidance of doubt, under no circumstances shall the term of this Agreement extend beyond the date that is five (5) years after the Effective Date of this Agreement.

2. Consideration.

(a) Upon the commencement of the License Term, Licensee shall pay to Licensor the annual sum of Five Hundred and 00/100 Dollars (\$500.00) (the "**License Fee**"),

(b) In addition to the License Fee, Licensee shall provide to Licensor and Lessee detailed aerial photos (the "**Imaging**") of the location described as Area B on Exhibit A up to four (4) times per year. The Imaging shall take place within ten (10) business days of Licensor's or Lessee's request.

3. Limited Access: Licensee shall be permitted to enter the Licensed Area to conduct the Licensed Activity four (4) times per day, throughout the Term, subject to Licensee providing Lessee with prior notice of not less than one (1) hour in advance of any such entry. The Licensed Activity may be conducted between the hours of 8:00 a.m. and 6:00 p.m. only; and may not be conducted before sunrise or after sunset. Any approved entry to the Licensed Area shall be made within the "Access Area" as further identified on Exhibit A. Licensee agrees that the City and/or the Chief of the Hampton Police Division, in their sole discretion, may restrict or cease operations for the purposes of public safety or for the purposes of official police investigation. No refund will be owed or due to the Licensee if operations are restricted or ceased as set forth herein. In the event of an emergency landing, Licensee shall have the right to retrieve the Drone (as defined in Section 4 below); provided, however, that (i) Licensee shall not access the Property without Licensor's prior written or verbal consent, and (ii) Licensor shall be permitted to have an agent or employee present while Licensee retrieves the Drone. Licensee shall comply with any and all reasonable safety procedures required by Licensor from time to time in connection with Licensee's operation of the Drone.

4. Use: Licensee shall not be permitted to use any portion of the Property other than the Licensed Area, unless otherwise expressly stated in this Agreement. The Licensed Area shall be used by the Licensee solely for the purposes of the Licensed Activity. No other use or activity shall be permitted. Licensee shall comply with any and all height restrictions imposed by the Federal Aviation Authority ("FAA") in connection with the Licensed Activity. Licensee's HAMR drone (the "**Drone**") shall weigh less than fifty five (55) pounds and comply with FAA Part 107 regulations. The operation of this limited license by Licensee shall in no event interfere in any manner with any of Lessee's business operations on the Property. Furthermore, Licensee shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant or condition of the Primary Lease.

5. FAA Authorizations and Approvals: Prior to engaging in the Licensed Activity and throughout the Term, Licensee shall have and maintain proof of current and active:

(a) authorization from the FAA to operate unmanned aerial systems in the airspace of the Licensed Area;

(b) successful completion and conformance with all retention requirements of the Part 107 FAA Drone Pilot Exam;

(c) proper registration with the FAA of any and all unmanned aerial systems used in the Licensed Area; and

(d) meet all technical specifications required by the FAA for Small Unmanned Aircraft Systems

Evidence of compliance with each of those requirements shall be provided to the City and Lessee prior to any use of the Licensed Area, and is subject to confirmation by the City and Lessee throughout the Term. In addition, Licensee shall not violate any FAA regulation or other law applicable to Licensed Activity. Should the terms of any necessary FAA authorization, approval, or regulation or any other law applicable to the Licensed Activity be more restrictive than the terms of this Agreement, the terms of that FAA authorization, approval, or regulation or any other applicable law shall control.

6. Incident Reporting. All incidents involving crashes or damage to a drone, damage to the Licensed Area or other real or personal property, or injury to Licensee or others shall be reported immediately via 911 if an emergency or to the Hampton Police Division by calling 757-727-6111 if not an emergency. Licensee shall report any accidents or injuries to the Hampton Department of Risk Management within 24 hours of occurrence, except for injuries requiring transport to an emergency facility which shall be reported immediately.

7. Indemnification. Licensee shall be responsible for all actions of its volunteers, employees, agents, invitees, representatives, and any other party for which Licensee is or may be legally liable and shall indemnify and hold harmless the City of Hampton, Virginia (the "City"), Lessee, and their agents, employees, and officials from and against any and all claims, loss, damage, injury, and liability whatsoever caused by, resulting from, arising out of, or in any way connected with the Licensed Activity or the use or occupation of the Licensed Area and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and other costs of defending against such claims, suits, actions and proceedings), unless such injuries or damages (including, without limitation, death) result from, or are claimed to have resulted from the sole gross negligence of the City or Lessee. Licensee shall assume on behalf of the City and Lessee, and all entities claiming by, through or under the City or Lessee, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against the City, Lessee or any entity claiming by, through or under the City or Lessee, whether or not Licensee is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent. Licensee shall bear the costs of all judgments and settlements in connection therewith. Maintenance of the insurance referred to in this Agreement shall not affect the obligations of Licensee under this Section, and the limits of such insurance shall not constitute a limit on the liability of Licensee under this Section 7.

In connection with Licensee's use of the Licensed Area, any costs associated with violations of the law including, but not limited to, remediation, clean-up costs, fines, administrative, criminal or civil penalties or charges, and third party claims imposed on the City or Lessee by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Licensee or by

volunteers, employees, agents, invitees, representatives, and any other party for which Licensee is or may be legally liable shall be paid by Licensee.

The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

8. Insurance. Licensee shall secure and maintain in full force and effect at all times during the period this Agreement is in effect comprehensive general liability insurance in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of not less than Two Million and No/100 Dollars (\$2,000,000.00). In addition, Licensee shall secure and maintain during the Term of this Agreement privacy insurance for drone operation whether by endorsement or by separate policy. Prior to the commencement of this Agreement, Licensee must provide to the City's Risk Manager all required certificates of insurance (COI) issued by an insurance company licensed to conduct the business of insurance in the Commonwealth of Virginia. The COI shall list the City and Lessee as additional insureds. The Licensee shall also provide written endorsements to the liability and privacy insurance policies showing the City and Lessee is an additional insured to those policies. Failure to produce the required COI and the above-referenced endorsements to the policy will constitute a breach of this Agreement which may result in the immediate termination of this Agreement and the revocation of the underlying license granted.

9. Maintenance. During the Term, Licensee shall: a) maintain the Licensed Area in its current condition; and b) be responsible for all clean up and otherwise removing trash and debris from the Licensed Area that Licensee may bring to the site during and following the Licensed Activity.

10. Termination; Default. The City may terminate this Agreement without cause, so long as written notice is provided to Licensee not less than fifteen (15) days prior to the date of such termination. In addition, the City or Lessee may terminate this Agreement immediately (i) in the event of any violation of federal, state, or local law and any provisions for written notice shall not be applicable, or (ii) in the event Licensee fails to cure any other default of any covenant, term, or condition of this Agreement within five (5) days of Licensee's receipt of written notice from either Licensor or Lessee of any such default. In addition to the right to terminate as provided above, in the event of Licensee's default, Licensor and Lessee shall have all rights and remedies as provided by law and equity and shall be entitled to recover its costs, including attorneys' fees incurred to pursue such remedies. The indemnity provisions of Section 7 above will remain in full force and effect and will survive any expiration or termination of this Agreement by lapse of time or otherwise.

11. Notice. A notice, communication, or request under this Agreement by the City to Licensee or by Licensee to the City shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested or (b) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable parties as follows:

To the City in care of: City Manager's Office
22 Lincoln Street, 8th Floor
Hampton, Virginia 23669
Attn: Mary Bunting, City Manager

With a copy to (which shall not constitute notice):

City Attorney's Office
22 Lincoln Street, 8th Floor
Hampton, Virginia 23669
Attn: Patricia Melochick, Sr. Deputy City Attorney

To the Lessee: 720 E Butterfield Road,
Lombard, IL 60148
Attn: Real Estate Department

To the Licensee: Advanced Aircraft Company
1100 Exploration Way, Suite 302S
Hampton, Virginia 23666
Attn: William Fredericks, CEO

Any notice, communication, or request so sent shall be deemed to have been "given" (a) as of the next business day after being sent, if sent by nationally recognized express mail service or (b) upon receipt, if sent by hand delivery. Either party may change its address for notice purposes by giving notice thereof to the other parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

12. Assignment or Sublease. Licensee shall not assign or sublease its rights and duties under this Agreement or permit another party access to or use of the Licensed Area without the prior written consent of City and Lessee.

13. Liens. Licensee shall not permit any lien to be filed against the Property.

14. Waiver of Claims; Release. It is understood and agreed that this Agreement is being entered into at the request of, and as an accommodation to, Licensee. Licensee hereby releases Licensor and Lessee from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor and Lessee based on theft, vandalism, or damage of or to Licensee's personal property and any injury to the agents, employees or contractors of Licensee are hereby waived by Licensee.

15. Authorizations. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

16. Consent of USA Waste of Virginia Landfills, Inc. For the avoidance of doubt, by signing below, Lessee hereby approves this Agreement.

17. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties hereto and there are no other prior or contemporaneous agreements, oral or written, and this Agreement may not be supplemented, altered, modified, or otherwise amended in any way except in writing, signed by all parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

18. Effective Date. The effective date of this Agreement shall be the date on which the City Manager or her designee signs the Agreement (“Effective Date”).

19. Venue; Construction. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

WITNESS the following signatures:

SIGNATURE OF PARTIES

As evidence of their agreement to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

Approved as to form and legal sufficiency:

CITY OF HAMPTON:

Assistant City Attorney I

City Manager/Authorized Designee

Date: _____

Date: _____

ADVANCED AIRCRAFT COMPANY,
a Virginia limited liability company

By: William J. Fredericks
(Name of Corporate Officer – please print)

Its: CEO
Title

WJ Fredericks
Signature

STATE OF Virginia
CITY/COUNTY OF Hampton, to-wit:

The foregoing instrument was acknowledged before me this 10 day of November 2020 by William J. Fredericks (name), _____ (title) of Fredericks Aircraft Company, a Virginia limited liability company on its behalf. He/She is known to me personally, or has produced

Drivers license as identification.

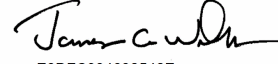
Edna Walters
Notary Public Signature

My Commission expires: 9/30/2023

Registration No: 327353



**USA WASTE OF VIRGINIA LANDFILLS,
INC.**

DocuSigned by:

E8DEC934632542E

By: _____
Name: _____
Title: _____

JAMES A. WILSON
Vice President

STATE OF ILLINOIS
CITY/COUNTY OF DUPAGE, to-wit:

The foregoing instrument was acknowledged before me this 20th day of November, 2020
by James A. Wilson (name), Vice President (title) of USA WASTE OF
VIRGINIA LANDFILLS, INC., a Delaware corporation on its behalf. He/~~She~~ is known to me
personally, or has produced

_____ as identification.


Notary Public Signature



My Commission expires: 10/21/2023

Registration No: 827557

EXHIBIT A
LICENSED AREA



Area B

Area A