

Exhibit B
Operator's Agreement

Springfield-Robertson County Joint Airport Board
Specialized Aviation Service Operator's (SASO) Agreement
With **Commercial Company Name, LLC**

This Operator's Agreement, made and entered into as of the **Day of Month, Year** by and between the Springfield-Robertson County Joint Airport Board (SRCJAB), whose mailing address is 4432 Airport Road, Springfield, Robertson County, Tennessee 37172, party of the first part, **Commercial Company Name, LLC**, a Tennessee Corporation, whose mailing address is **Number Street, Town, County, State** hereinafter referred to as "Operator".

Witnesseth

Whereas, Operator has made a written proposal to the Airport Board in compliance with the application procedures set forth in the Airport Minimum Standards for Operators of Aeronautical Activities (SASO) at the Springfield-Robertson County Airport (the "Minimum Standards") to continue various SASO Operations; and,

Whereas, the Airport Board has determined at a specially conducted meeting on **Month, Day, Year**, that the application is in compliance with the procedures set forth in the Minimum Standards, and after negotiations has accepted the application and subsequently voted to award the Operator the Specialized Aviation Service Operator's Agreement. The parties desire to set forth in writing the terms and conditions under which certain SASO operations may be conducted by Operator.

These threshold entry standards, as amended, may be attached to and become part, by reference, of an actual operational agreement between an FBO or SASO and SRCJAB. Should any actual operating agreement be less restrictive than these standards, these standards would take precedence.

Article I. Terms

Terms The primary term of this agreement shall be for a term of **spell out number (number)** years commencing on **Month Day, Year**, and terminating at midnight on **Month Day, Year**. At the end of the primary term, both parties may jointly determine to extend this agreement for an additional **spell out number (number)** years based upon mutual agreement between them and upon terms to be agreed upon in writing before the end of the initial term. Operator agrees to give the SRCJAB written notice of at least ninety (90) days of its desire to enter into negotiations for an additional term. Nothing in this section shall be construed to be a unilaterally exercisable option or automatic extension of the primary term and conditions of this agreement. The term of this agreement shall run concurrently and not exceed any extension of the Commercial Lease Agreement.

The Airport Minimum Standards were developed by taking into consideration the current and anticipated:

- Role of the airport in the community;
- Products, services, and facilities at the airport;
- Needs of aviation consumers and the public at the airport;
- Future development of the airport; and,
- The safety, security and operation on the airport, its operators, and the flying public.

SRCJAB shall reserve the right to modify, alter or amend the Airport Minimum Standards and Rules and Regulations at any time to satisfy the airport's safety, security, and operational requirements.

Now, therefore, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree as follows:

Article II. Premises

The real estate and appurtenance to be leased to Operator by separate Lease Agreement herewith shall be utilized in connection solely with the operations hereby granted. Additionally, Operator shall have the nonexclusive use of all existing and future airport facilities, subject to the same restrictions imposed upon the public at-large.

Article III. Authorized Business and Service Standards

Operator shall be permitted to provide only the following Specialized Aviation Service Operations at the Airport in accordance with the requirements of the Minimum Standards during the term of this agreement:

(EXAMPLE) * SELECT ONE or MORE OPERATION(s) FOR APPROVAL*

- ❖ Aircraft Power Plant Maintenance and Airframe Repair
- ❖ Aircraft Mobile Maintenance * Note: requires airport managers approval for security access
- ❖ Aircraft Parts and Sales
- ❖ Avionics Sales, Installation and Repair
- ❖ Aircraft Sales
- ❖ Aircraft Brokerage/Dealership
- ❖ Aircraft Rental
- ❖ Air Charter/Air Taxi
- ❖ Flight Training/Independent Flight Instruction
- ❖ Aerial Applications (crop dusting)
- ❖ Aircraft Stripping, Painting, and Interior Refurbishment
- ❖ Aerial Photography, Surveys and Banner Towing
- ❖ Skydiving/Parachuting
- ❖ Aircraft Washing & Detailing
- ❖ Flying Clubs
- ❖ Glider/Sailplane Flight Instruction

The Operator shall be an independent contractor and shall not be an agent, servant, or employee of the SRCJAB.

The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and nondiscriminatory basis. The Operator shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for the Operator.

Operator's compliance with the Minimum Standards and the Grant Assurances shall be evaluated at least annually by the SRCJAB on each anniversary of each term of this agreement.

Article IV. Hours of Operation

The normal operating hours shall be at the Lessee's discretion, but the Lessee shall be reasonably available to the public.

Article V. Rents and Fees

For the privilege of doing business as a SASO Operator, Operator agrees to pay the SRCJAB as an annual fee, the sum \$00.00 payable in advance on the number day of Month of each year. SRCJAB may charge a commercial operator for permission to conduct an aeronautical activity based on an activity fee or charge or based on a combination of such fee or charge and a rental fee for leased space, facilities, and/or equipment.

Article VI. Transfer of Assignment

This Operator's Agreement shall not be assignable by the Operator, in whole or in part, nor shall Operator allow or permit another person, corporation, company, or entity to perform any right or undertake any duty permitted to the Operator by this Operator's Agreement, unless approved by the SRCJAB, which approval shall be in the sole discretion of the Airport Board. Such approval shall not be required if any SASO operation permitted hereby is undertaken by Commercial Company, LLC. Transfers to those other than Complete Name (his father, or direct family members) shall be deemed an assignment requiring the approval of the Airport Board.

Article VII. Waivers

A waiver on certain basic requirements set forth in the Minimum Standards for Airport Aeronautical Services at the Springfield-Robertson County Airport may be granted in writing by the SRCJAB, in its ultimate discretion. In the event the SRCJAB determines that an operator has demonstrated a reasonable need for such waiver and/or to accommodate the airport's space limitations, the SRCJAB may grant such a waiver to ensure competition and non-exclusive provisions of services. The safe operation of the airport shall not be compromised by such waiver.

Article VIII. Applicable Law

The terms and provisions of this Operator's Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

Article IX. Proper Authority

The Operator represents and warrants that the officers executing this Operator's Agreement on behalf of the Operator have full power and authority to do so.

Article X. Exemptions

Existing Operating Agreements and Leases executed prior to the adoption of Minimum Standards for Airport Aeronautical Services are exempt from the standards until they are terminated or renewed.

The Minimum Standards for the Airport Aeronautical Services may be amended by the SRCJAB at any time.

Article XI. Repeal of Prior Standards

Any and all prior Minimum Standards or parts thereof in conflict with the provisions of these standards are hereby replaced.

XII. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Springfield-Robertson County Airport

Commercial Company Name

By: _____
Henry "Hawk" Ruth, Chairman

By: _____
Name of Operator (Owner)

Date Signed: _____

Date Signed: _____

XIII. Adoption

Adopted on: _____
Date:

Chairman of the Board
Springfield-Robertson County Joint Airport Board

Witness:

Airport Manager