# EXHIBIT E

**LANDLORD ESTOPPEL CERTIFICATE ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is given as of the day of , 2016, by THE CITY OF ARLINGTON (“Landlord”) at the request of COTHRON AVIATION, LLC, a Texas limited liability company (“Tenant”), for the benefit of VAN BORTEL AIRCRAFT, INC., a New York corporation, and its permitted assigns (“Purchaser”).

RECITALS

1. In accordance with the terms and provisions of a certain Lease Agreement between the City of Arlington and Thad M. Keenan dated November 10, 1967, as amended by Lease Modification dated June 18, 1976 and Lease Modification dated August 11, 1992, and Letter of Consent executed August 20, 1982, (the “Hangar Land Lease”), and a certain Lease Agreement dated July 24, 1982, (Apron Property Lease), and the Hangar Land Lease and Apron Property Lease amended by Lease Amendment and Consent to Assignment dated December 6, 2005 (collectively, the “Master Lease”), and Tenant leases from Landlord certain premises (the “Property”) located at Arlington Municipal Airport, and being more particularly described in the Purchase and Sales Agreement dated July 28, 2016.
2. Tenant proposes to sell its leasehold interest in all of the Leased Premises, and to assign the Master Lease, to Purchaser.

STATEMENT

Landlord hereby confirms and represents that:

1. A true and complete copy of the Master Lease, as amended to date, is attached hereto as Exhibit 1. Tenant has accepted possession of the Leased Premises;
2. Improvements and space required to be furnished according to the Master Lease have been satisfactorily completed.
3. Tenant has fulfilled all of its duties of an inducement nature and, to Landlord’s knowledge, Tenant is not in default in the performance of any of the obligations it undertook under the terms of the Master Lease;
4. The Master Lease is in full force and effect and has not been modified or revised except as follows:

On June 28, 2011, City Council passed Minute Order 06282011-005 authorizing the execution of a Recognition and Nondisturbance Agreement for City approval to facilitate Cothron Aviation, LLC, Arlington, Texas obtaining financing through

Worthington National Bank, N.A., Arlington, Texas for hangar improvements. An executed copy of the Recognition and Nondisturbance Agreement was never returned.

1. The primary term of the Master Lease commenced on November 11, 2005, and expires on November 10, 2020;
2. Tenant has no remaining options to extend the term of the Master Lease;
3. The monthly base rental under the Master Lease is $745.93 from November 10, 2014 until November 10, 2017.
4. Tenant has not deposited any security deposit with Landlord, and Tenant is not entitled to credit for any other sums on deposit with Landlord;
5. All rent, charges or other payments due Landlord under the terms of the Master Lease have been paid through September 1, 2016, and Tenant has not prepaid any rent or other charges more than 30 days in advance of the dates on which that rent or those charges have become due under the terms of the Master Lease;
6. Landlord knows of no claims, counterclaims, credits, defenses or set-offs that it currently has against Tenant in connection with the tenancy created by the Master Lease; and
7. To Landlord’s knowledge, Tenant is not in material default in respect of any of its obligations and no event has occurred, and no condition exists, that would permit Landlord to terminate the Master Lease with the passage of time, the giving of notice or both.
8. Landlord hereby unconditionally consents to the assignment of Tenant’s rights and interests under the Lease to Purchaser.

This Certificate shall inure to the benefit of and may be relied upon by Purchaser, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on the

day of , 2016.

CITY OF ARLINGTON

By:

James F. Parajon, Deputy City Manager