

# OFFICE SPACE & COMMERCIAL OPERATING AGREEMENT

This OFFICE SPACE LEASE, entered into this 1<sup>st</sup> day of October 2025, between St. Augustine - St. Johns County Airport Authority, hereinafter referred to as "Landlord", and Florida Aviation Career Training, Inc., hereinafter referred to as "Tenant".

## 1. LEASE OF OFFICE SPACE.

In consideration of the Rent (as defined at Section 5) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Office Space as described in Section 2. The Office Space is located within the Airport described in Section 2. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use that portion of the Common Areas necessary for ingress and egress to the Office Space.

## 2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

- a. *Base Rent*: \$ 72,582.00 (3022sf X \$24.00 yr/sf) per year with adjustments per Section 5.
- b. *Monthly Base Rent*: \$6,044.00 (\$72,582.00 / 12mo) per month plus taxes, utilities, etc., as set forth herein.
- c. *Rent Deferral Period*: Rent shall not be deferred, making the first monthly rent payment due on 1<sup>st</sup> of the Month.
- d. *Commencement Date*: **October 1, 2025**
- e. *Expiration Date*: **September 30, 2030**, unless otherwise sooner terminated in accordance with the provisions of this Lease (the *Base Term*).
- f. *Renewal Term*: The term of this Lease may, at the option of the Lessee, be extended for one successive period of five (5) years (the "Extended Term") under the same terms and conditions as otherwise stated herein, commencing on October 1, 2030, and ending on September 30, 2035, *provided that* such option to extend shall be exercised by Lessee giving written notice to the Lessor not more than six (6) months, nor less than three (3) months, prior to the expiration of the Base Term.
- g. N/A
- h. N/A.
- i. N/A
- j. *Mailing Addresses*:

**TENANT:**  
Managing Member  
**Florida Aviation Career Training, Inc.**  
4900 US 1 N  
St. Augustine, FL 32095

**LANDLORD:**  
Executive Director  
**St. Augustine-St. Johns County Airport Authority**  
4796 US Highway 1, North  
St. Augustine, Florida 32095

- k. *Vehicular Parking*: Tenant shall be permitted to park cars on a non-exclusive basis in the area(s) designated by Landlord for parking, provided parking is available and not reserved or dedicated for other use in Landlord's sole discretion. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge for parking.

1. *Office Space/Premises*: The leased Office Space/Premises is the Office Space known and described as follows:

**Building: General Aviation Terminal Facility, Bldg. B**

**Building Address: 4900 US 1 N, St. Augustine, FL 32095**

**Office Space: Attached Exhibit "A"**

**Unless otherwise specified, this Office Space Lease leases only the specific office area and not the real property surrounding the unit.**

m. *Airport*: The St. Augustine Airport owned, operated and under the jurisdiction of Landlord.

n. *Common Areas*: the building lobby, common corridors and hallways, parking areas, stairway, elevator and other generally understood public or common areas necessary for ingress and egress of the Office Space. Landlord shall have the absolute right to regulate or restrict the use of the Common Areas.

o. *Broker(s)*

Landlords: N/A

Tenant's: N/A

p. *State*: the State of Florida.

q. *Tenant's First Adjustment Date* (Section 5.2): October 1, 2026 and every 12 months thereafter.

r. *Tenant's Use Clause* (Article 8):

s. *Term*: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date. The term is subject to renewal options as defined in subsections (g) and (h). Early termination rights are described in Section 36.

**3. EXHIBITS AND ADDENDA.** The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

**Sketch of Office Space/Premises Exhibit "A"**

**4. DELIVERY OF POSSESSION.**

If for any reason Landlord does not deliver possession of the Office Space to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon Tenant may terminate this Lease and be entitled to the return of any and all deposits and rents paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Landlord tenders delivery of keys to Tenant. If Landlord permits Tenant to enter into possession of the Office Space before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent prorated on a per diem basis.

**5. RENT.**

a. *Payment of Base Rent*. Tenant agrees to pay the Base Rent for the Office Space. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease. All rent shall be paid to Landlord in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

b. *Adjusted Base Rent*.

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date (See Section 2.q. hereinabove.)

Adjustments in rent shall be increased annually in proportion to the increase in the United States Consumer Price Index ("CPI") as maintained by the U. S. Department of Labor (Urban Index-All Consumers, All Items). In addition to said Base Rent, Tenant agrees to pay the amount of rental adjustments as and when hereinafter provided in this Lease.

c. *Definition of Rent.* All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Landlord (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.

d. *Taxes Payable by Tenant.* In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord for any and all taxes payable by Landlord which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Office Space, or the cost or value of any leasehold improvements made in or to the Office Space by or for Tenant, other than Office Space Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Office Space or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Office Space. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

**Payment of taxes herein shall specifically include all sales taxes related to this Lease, all personal property taxes and all real property taxes on the Office Space, as may be increased from time to time by local, state and federal governments.**

**Sales Taxes:** Shall be made monthly with the payment of Base Rent.

**Ad Valorem Taxes:** In the event that real and/or personal property taxes are levied against Landlord for some or all of the value of the Land and the Improvements to be constructed thereon, Tenant shall pay to Landlord each month as additional rent a sum equal to 1/12th of the annual taxes attributable to the Land and Improvements as reasonably estimated by Landlord. In the event of a difference between the exact amount of taxes paid and the estimate by Landlord, the excess or deficiency shall be computed in Landlord's calculation of the ensuing year's estimate or, in the event of the last year of the lease term, refunded by Landlord or paid by Tenant within 30 days of the due date of the taxes.

## **6. INTEREST AND LATE CHARGES.**

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

## **7. SECURITY DEPOSIT.**

a. Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord, which may be withheld for any or no reason, and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

b. If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If

Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Office Space, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Office Space, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

#### **8. TENANT'S USE OF THE OFFICE SPACE.**

a. Tenant's use of the Office Space shall be limited to the following aeronautical uses as described and limited in the Landlord's "Minimum Commercial Aviation Operating Standards" - Part VI "Minimum Operating Standards" as may be amended from time to time:

i. Subpart F - Flight Training Facility - The scope of which shall be limited to primary and advanced training under FAR Part 141.

ii. Light Storage of file and paperwork in support of Tenant's business

b. No other use is permitted.

c. Tenant shall use the Office Space solely and only for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Office Space in violation of law or any covenant, condition or restriction affecting the Office Space or Airport or the certificate of occupancy issued for the Office Space or Building which the Office Space is a part, and shall, upon notice from Landlord, immediately discontinue any use of the Office Space which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Office Space, impose any duty upon Tenant or Landlord with respect to the Office Space or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Office Space shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Office Space, the Building which the Office Space is a part, or the Airport and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Office Space for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Office Space. Tenant shall not commit or suffer to be committed any waste in or upon the Office Space.

d. Tenant shall not store hazardous or toxic materials at the Office Space or on any of the Common Area, the related premises or the Airport.

#### **9. SERVICES AND UTILITIES.**

a. Tenant shall be responsible for the payment of all services and utilities in connection with the Office Space. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any of the services or utilities, (ii) failure to furnish or delay in furnishing any such services or utilities, or by the making of necessary repairs or improvements to the Office Space or Airport, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Office Space or Airport. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services or utilities. If Tenant uses heat generating machines or equipment in the Office Space which affect the temperature otherwise maintained by the HVAC system, Tenant shall be responsible for installing supplementary air conditioning units in the Office Space and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord.

b. Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Office Space, using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of Office Space, as determined by Landlord. Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical

outlets, faucets, valves or as otherwise existing in the Office Space without first procuring the written consent of Landlord, which Landlord may refuse.

c. Landlord shall not be responsible for furnishing any services or utilities to the Office Space other than the Common Areas, including the elevator.

#### **10. CONDITION OF THE OFFICE SPACE.**

a. Tenant taking possession of the Office Space shall be deemed conclusive evidence that as of the date of taking possession the Office Space are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord written notice before the Commencement Date and which Landlord agreed in writing to correct. No promise of Landlord to alter, remodel, repair or improve the Office Space or the Common Areas or Airport and no representation, express or implied, respecting any matter or thing relating to the Office Space or this Lease (including, without limitation, the condition of the Office Space) have been made to Tenant by Landlord or its Broker or Sales Agent, if any, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

b. Tenant has examined the leased Office Space before entering into this lease and does not rely upon any representation by Landlord as to the condition of the leased Office Space or its suitability for Tenant's purposes.

#### **11. CONSTRUCTION, REPAIRS AND MAINTENANCE.**

a. *Landlord's Obligations.* Landlord shall maintain in good order, condition and repair the roof and structural components of the Office Space, as well as the Common Areas of the Office Space. If such maintenance and repairs are necessitated in part or whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or visitors, Tenant shall pay to Landlord upon demand the reasonable cost (or portion thereof equitably allocated to Tenant) of such maintenance and repairs

b. *Tenant's Obligations.*

(1) Tenant at Tenant's sole expense shall maintain the Office Space in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, automatic door systems, all interior windows, all plumbing, fire sprinkler systems, mechanical components, HVAC, pipes and fixtures, electrical wiring, switches and fixtures, Office Space furnishings and special items and equipment installed by or at the expense of Tenant.

(2) Tenant shall be responsible for all repairs and alterations in and to the Premises and Office Space and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Office Space, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Office Space, (iii) the moving of Tenant's Property into or out of the Office Space, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(3) If Tenant fails to maintain the Office Space in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Office Space. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Office Space by Tenant as a result of performing any such work.

c. *Tenant's Operating Obligations:*

(1) Tenant shall only use the Office Space in compliance with the limited uses set forth hereinabove.

(2) Tenant shall continually abide by any companion agreements related to this Lease, including any FBO Lease or Fuel Farm Lease and a breach of any such agreement shall also be a material breach of this Lease.

(3) Tenant agrees to abide by the Airport's Minimum Operating Standards as may be amended from time to time.

(4) Tenant agrees that operations at the Airport are under the control of Landlord and/or the FAA and Tenant shall abide by and not interfere with any directions or instructions given concerning the Airport.

(5) Tenant must operate the facility under the direct management and supervision of Tenant at all times.

(6) Tenant may not have live music and amplified music at the Office Space and shall not violate the St. Johns County noise ordinance.

(7) Tenant is responsible for the disposal of solid waste and refuse during Lease term. Tenant must comply with system of disposal used on the Airport and must comply with local and state government requirements, including compliance with Airport recycling programs.

(8) Tenant shall not make any improvements to the Office Space unless authorized in writing by Landlord in accordance with this Lease.

(9) The Tenant agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant, shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

d. *Compliance with Law.* Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein. This Lease shall be governed by the laws of the state of Florida. This lease is subordinate to the provisions of any existing agreement between the Landlord and the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine-St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the state of Florida, the St. Augustine-St. Johns County Airport Authority, including the Minimum Operating Standards.

e. *Waiver by Tenant.* Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Office Space in good order, condition and repair.

f. *Load and Equipment Limits.* Tenant shall not place a load upon any floor or other structural element of the Office Space which exceeds the load per square foot which such floor or element was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant. Tenant shall not install equipment or machines without complying with this Section. Nor, shall Tenant store an aircraft with unusual structure demands.

g. *Landlord's Office Space Improvements and Maintenance.* Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Office Space or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Office Space.

h. *Notice to Landlord of Tenant Repairs.* Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Office Space's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Office Space so that Landlord is kept fully informed of Tenant's repairs of such items.

i. *Broom Clean.* Upon the expiration or earlier termination of this Lease, Tenant shall return the Office Space to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear, and in a broom clean condition. Any damage to the Office Space, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13 shall be repaired by Tenant at Tenant's expense.

## **12. ALTERATIONS AND ADDITIONS.**

a. Tenant shall not make any additions, alterations or improvements to the Office Space without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Office Space to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of

such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.

b. Tenant shall pay the costs of any work done on the Office Space pursuant to Section 12, and shall keep the Premises and Office Space free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

c. Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Office Space or the Airport, and Landlord shall have the right to enter the Office Space and post such notices at any reasonable time.

d. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Office Space, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section 12 shall relieve Tenant of its obligation under Section 12 to keep the Premises, Office Space and Airport free of all liens.

e. Unless their removal is required by Landlord as provided in Section 12, all additions, alterations and improvements made to the Office Space shall become the property of Landlord and be surrendered with the Office Space upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Office Space shall remain the property of Tenant and may be removed, subject to the provisions of Section 13.

f. Tenant shall have no authority to subject the leased Office Space or any part thereof or any interest of Landlord therein, to an construction or other lien, should any construction, or other liens: be filed against the leased Office Space or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days.

**g. Landlord's property is public property and not subject to construction lien claims under Florida law. Tenant shall provide all contractors, subcontractors, material suppliers, or others who perform work or supply materials notice of this provision.**

### **13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.**

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Office Space at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Office Space, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Office Space and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Office Space, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Office Space (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Office Space resulting from such removal.

### **14. CERTAIN RIGHTS RESERVED BY LANDLORD.**

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Office Space, or (c) disturbing Tenant's use or possession of the Office Space:

a. To name the Office Space and to change the name or street address of the Office Space or related Building;

b. To install and maintain all signs on the exterior and interior of the Office Space, including ADA signage;

c. To have pass keys to the Office Space and all doors within the Office Space (any doors found to not be on the Landlord's pass key will be rekeyed by Landlord at Tenant's expense);

d. At any time during the Term, and without prior notice to Tenant, to inspect the Office Space, and to show the Office Space to others having an interest in the Office Space or Landlord, and during the Term, to show the Office Space to prospective tenants or buyers thereof;

e. To enter the Office Space for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Office Space (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Office Space or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Office Space or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Office Space in the course of any such entry; and

f. Access to install and maintain a security camera system to be able to observe the exterior of the Office Space (not interior), Premises and Airport from internet and mobile phone.

#### **15. ASSIGNMENT AND SUBLETTING.**

No assignment of this Lease of all or any part of the Office Space shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Office Space or any part thereof, or permit the use of the Office Space by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord which may be withheld for any or no reason.

b. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Office Space or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sublessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Office Space under Article 8 remains unchanged.

c. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

d. If Tenant assigns the Lease or sublets the Office Space or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of Five Hundred and No/100ths Dollars (\$500.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.

#### **16. HOLDING OVER.**

If after expiration of the Term, Tenant remains in possession of the Office Space with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month.

#### **17. SURRENDER OF OFFICE SPACE.**

a. Tenant shall peaceably surrender the Office Space to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and

promptly repair all damage to the Premises or Office Space caused by such removal. Should the Tenant elect to relocate to other airport property, Landlord agrees to terminate this agreement in favor of a separate new agreement.

b. If Tenant abandons or surrenders the Office Space, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Office Space shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Office Space caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys to the Office Space.

#### **18. DESTRUCTION OR DAMAGE.**

a. If the Office Space or the portion of the Office Space necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Office Space reach age of life, Landlord may terminate this Lease.

b. Nonetheless, if Landlord elects to repair or rebuild the Office Space, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated during the time the Premise are not useable.

c. If the Office Space are to be repaired under this Article, Landlord shall repair at its cost any damage to the Office Space. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Office Space or Airport as a result of any damage from fire or other casualty.

d. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or Office Space by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

#### **19. AIRPORT OPERATIONS AND IMPROVEMENTS.**

a. Landlord reserves the right to make any repairs, improvements, alterations, additions and deletions to the Office Space, the Common Areas, the Airport and any other related areas or property free from any and all liability to the Tenant for loss of business or damages during, leading up to, or associated with the repairs, improvements, alterations, additions and deletions. Tenant specifically waives any and all claims at law or in equity that it may have related thereto. Further, Tenant acknowledges that the Office Space is located at an Airport and operation of the Airport may result in noise, smell, odor, inconvenience, security delays and procedures and other matters associated with aircraft flight, support and operations.

b. It is clearly understood by the Tenant that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport performing any services in its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than to the interior space of the Office Space.

d. Landlord reserves the right to further develop or improve the landing area, taxiways and other facilities of the Airport as it sees fit, regardless of the desires of view of the Tenant, and without interference or hindrance from the Tenant.

e. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

f. This Lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Landlord's 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 Landlord's Airport.

#### **20. INDEMNIFICATION.**

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Office Space, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Office Space; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall

indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Office Space from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Office Space, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Office Space, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased Office Space. whether such damage or injury results from conditions arising upon the Office Space or upon other portions of the Office Space or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Office Space.

## **21. TENANT'S INSURANCE.**

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and qualified to do business in the State. Each policy shall name Landlord, as an additional insured. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Office Space, annually, and within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance or not provide proof of same, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Office Space, Landlord, Landlord's Airport and Tenant as required by this Lease.

b. **Property Damage Insurance.** Beginning on the date Tenant is given access to the Office Space for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) any other personal property from time to time in, on or about the Office Space, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above shall be paid to Tenant.

c. **Liability Insurance.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Office Space or use, operation or condition of the Office Space. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000), insuring against any and all liability of the insured with respect to said Office Space or arising out of the use or occupancy thereof.

d. **Aircraft Legal Liability Including Passengers.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force insurance coverage for legal liability arising out of the operation of aircraft, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the Office Space or use, operation or condition of the Office Space and Aircraft. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000), insuring against any and all liability of the insured with respect to said Office Space and Aircraft or arising out of the use or occupancy thereof.

e. **Automobile Liability.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force insurance coverage for legal liability for Bodily Injury and Property Damage caused by the use of an Automobile. Such

insurance at all times shall be in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000), insuring against any and all liability of the insured with respect to said Office Space and Aircraft or arising out of the use or occupancy thereof.

f. Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

g. ALL required coverages shall include the "*St. Augustine – St. Johns County Airport Authority, and their respective directors, officers, employees, agents and assigns of each*" be named as an additional insured on said policy(s).

## **22. WAIVER OF SUBROGATION.**

Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord.

## **23. PARKING AND ACCESS.**

Tenant automobile parking for personal vehicles shall be permitted within the Common Area or on the access driveway to the individual Office Space unit or Building as applicable. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on or about the taxiways and Airport. Other parking areas may be provided by Landlord. No on-street parking is permitted. Vehicle Access to the Office Space area is to be accomplished through gates designated by Landlord. No Office Space access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the Airport is a secured facility. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel. Tenant acknowledges that any violation of the provisions of this Section may result in immediate termination of this Lease.

## **24. SIGN CONTROL.**

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Office Space, building or Airport, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

## **25. TENANT ESTOPPEL CERTIFICATES.**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

## **26. TRANSFER OF LANDLORD'S INTEREST.**

In the event of any sale or transfer by Landlord of the Office Space or Airport, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Office Space or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

## 27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Office Space; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable without notice thereof; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ten (10) days after written notice thereof from Landlord to Tenant or if the failure is repeated after a prior notice; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Office Space or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Office Space or Tenant's Property; or
- h. Tenant fails to comply with, fails to abide by or breaches any of Tenant's Operating Obligations as provided for in this Lease.
- i. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs above.

27.2. *Remedies.* In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Office Space and reenter the Office Space and take possession thereof, and Tenant shall have no further claim to the Office Space or under this Lease; or
- b. Continue this Lease in effect, reenter and occupy the Office Space for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Reenter the Office Space under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Office Space.

If Landlord reenters the Office Space under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Office Space and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Office Space for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Office Space; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by

Landlord in connection with such reletting or in making alterations and repairs to the Office Space, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Office Space, (b) maintaining the Office Space after Tenant's default, (c) preparing the Office Space for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Office Space, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate often percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Office Space at the time of the award plus one percent (1 %).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

In addition to the above remedies, any default by Tenant shall result in all of Tenant's fixtures immediately and automatically becoming the sole and exclusive possessions of Landlord and shall not be removed from the Office Space.

**27.3 Landlord's Default.** If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Tenant may terminate this Lease. Tenant shall not have the right to self-help or cure that default at Landlord's expense. Tenant shall not have the right to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

## **28. BROKERAGE FEES.**

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.o. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

## **29. NOTICES.**

All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Office Space manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Office Space. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

**Tenant:**  
Managing Member  
**Florida Aviation Career Training, Inc.**  
4900 US 1 N Ste 500  
St. Augustine, FL 32095

**Landlord:**  
Executive Director  
**St. Augustine-St. Johns County Airport Authority**  
4796 US Highway 1, North  
St. Augustine, Florida 32095

### **30. GOVERNMENT ENERGY OR UTILITY CONTROLS.**

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Office Space to effect compliance.

### **31. QUIET ENJOYMENT.**

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Office Space, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

Landlord reserves unto itself, its successors and assigns, for the use of and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property associated with the Leased Office Space along with the right to cause in such airspace noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of such airspace for landing on, taking off from, or operating on the St. Augustine-St. Johns County Airport Authority. Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Office Space which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

### **32. OBSERVANCE OF LAW.**

Tenant shall not use the Office Space or permit anything to be done in or about the Office Space which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Office Space, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

### **33. FORCE MAJEURE.**

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 33 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

Landlord shall not be deemed in default with respect to any of the terms, covenants, conditions and provisions of this Lease on Landlord's part to be performed if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly

or indirectly by Tenant (or Tenant's agents, employees or invitees), mechanical breakdown, repair, servicing or any other cause beyond the reasonable control of Landlord.

#### **34. CURING TENANT'S DEFAULTS.**

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor. Should the default related to an unauthorized aircraft being on or in the Office Space, Landlord may remove the aircraft from the Office Space and relocate any such aircraft to another area of the Airport at the sole discretion of the Landlord and charge a market rent for the Office Space or paver apron area occupied by such aircraft and lien such aircraft for nonpayment.

#### **35. TERMINATION.**

Either party to this agreement may at any time terminate this agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. In the event of early termination, Tenant remains responsible for rent payments for the monthly period(s) in which the proposed cancellation will be effective.

#### **36. MISCELLANEOUS.**

a. *Accord and Satisfaction, Allocation of Payments.* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. *Addenda.* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. *Changes Requested by Lender.* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.

f. *Choice of Law.* This Lease shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively State Court in St. Johns County, Florida.

g. *Consent.* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. *Corporate Authority.* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. *Execution of Lease; No Option.* The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Office Space or any other premises within the Office Space or Airport. Execution of this Lease by Tenant and its return to Landlord

shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

k. *Further Assurances.* The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

l. *Radon Gas Disclosure.* Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

m. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

n. *Recording.* Tenant shall not record this Lease.

o. *Security.* Landlord makes no implication or guarantees as to the provision of security of the leasehold. The Tenant is solely responsible for the security of the Office Space. Tenant shall comply with any and all security policies, measures or requirements established by Landlord or FAA related to the Office Space or Airport.

p. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

q. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

r. *Time of the Essence.* Time is of the essence of this Lease.

s. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Office Space, shall constitute an acceptance of the surrender of the Office Space by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Office Space and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

t. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The parties hereto have executed this Lease as of the dates set forth below.

**LANDLORD**

**TENANT**

Date 10/14/2021

Date: 10/6/2025

Landlord: ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT  
AUTHORITY

Tenant: Florida Aviation Career Training, Inc.

By: GL

By: Sonya L. Lefever  
Even if Tenant is an entity, by signing above,  
I am personally guaranteeing this Lease.

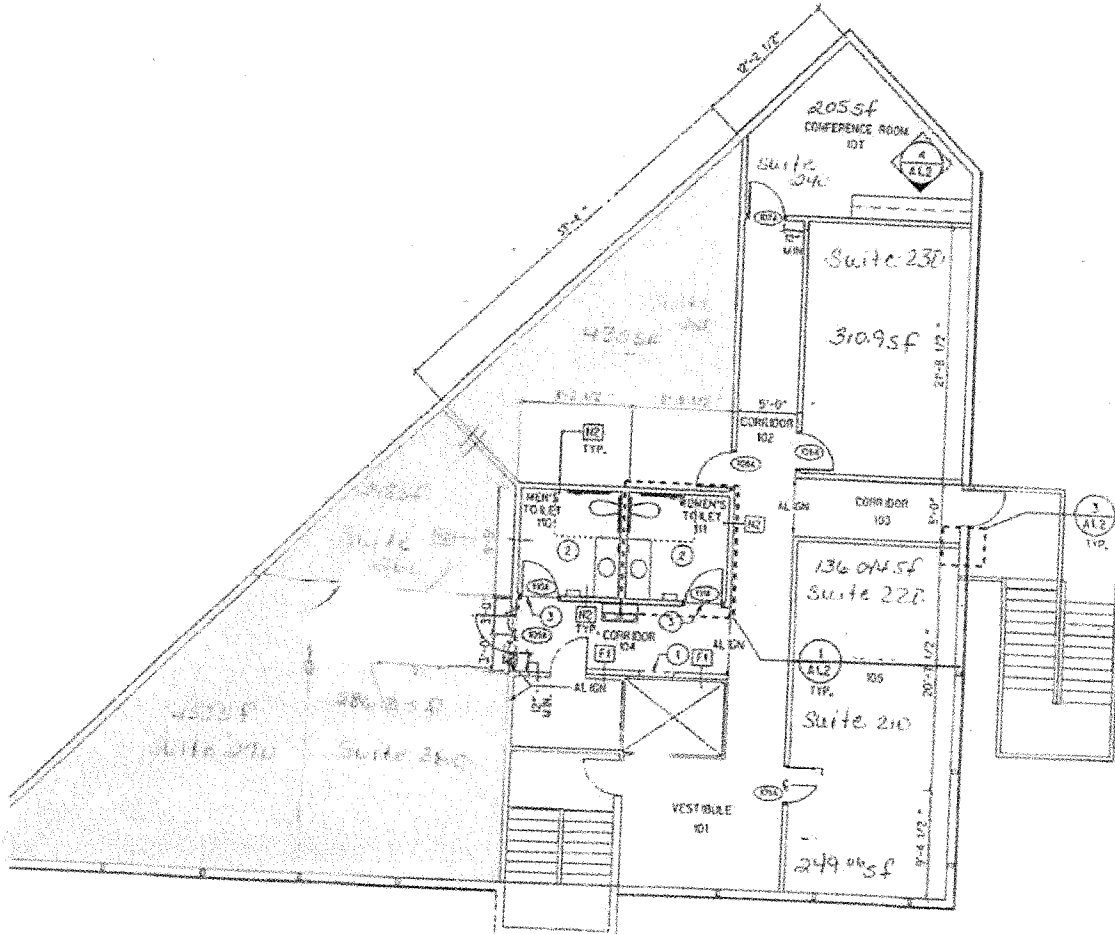
Name: Courtney K Pittman

Name: Sonya L. Lefever

Title: Interim Executive Director

Title: owner

**EXHIBIT "A"**



Florida Aviation Career Training, Inc.  
**Leasehold – 3022 SF**  
(Both Highlighted and Non-Highlighted)  
4900 US 1 N  
St. Augustine, FL 32095