



**LEE COUNTY PORT AUTHORITY
SPECIAL MEETING OF THE
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

MEETING AGENDA

9:00 AM

November 07, 2019

**Training and Conference Center
Southwest Florida International Airport**

Pledge of Allegiance

Public Comment on Consent Agenda – Special Item

**Consent Agenda:
SPECIAL ITEM**

Adjourn

CONSENT AGENDA - SPECIAL ITEM

ADMINISTRATION – Ben Siegel

1. Request Board approve a “Ground Lease For Construction and Operation of an MRO Facility at Southwest Florida International Airport” with Intrepid Aerospace, Inc.

Term:

commences January 1, 2020, and continues until 40 years after the “Date of Beneficial Occupancy (which will be no later than January 1, 2023); Lessee will have two (2) options to extend by five years each

Funding Source:

n/a

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Ground Lease For Construction and Operation of an MRO Facility at Southwest Florida International Airport" with Intrepid Aerospace, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: commences January 1, 2020, and continues until 40 years after the "Date of Beneficial Occupancy (which will be no later than January 1, 2023); Lessee will have two (2) options to extend by five years each</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases a parcel of land at Southwest Florida International Airport to Intrepid Aerospace, Inc., for construction and operation of an aircraft maintenance, repair, and overhaul facility.</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 11/7/2019</p> <p>7. BoPC MEETING DATE: 11/7/2019</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

Intrepid Aerospace, Inc. ("Intrepid") proposes to lease a parcel of land adjoining, and including part of, the east end of the aircraft apron in the vicinity of the former (now demolished) terminal building, for the construction of an aircraft maintenance, repair, and overhaul ("MRO") hangar. The parcel is approximately 24.04 acres and includes existing parking lot and aircraft apron area, along with unimproved land.

The proposed lease also provides Intrepid with a right of first refusal to lease an adjoining parcel of approximately 6.03 acres (composed of unimproved land and aircraft apron) located west of the primary parcel. The right of first refusal will expire seven years after the Date of Beneficial Occupancy ("DBO"), or, if the lease is terminated sooner, will expire upon lease termination.

The initial term of the lease will commence January 1, 2020, and continue until forty years after the DBO. The DBO will occur no later than January 1, 2023; thus the initial term will expire no later than December 31, 2062. Intrepid will have two (2) options to extend the term for an additional five (5) years each.

Intrepid will have an eighteen month "inspection period" (beginning on the date of the lease, i.e., November 7, 2019, through May 7, 2021) during which it may terminate the lease. Intrepid will be required to construct, at a minimum, an

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Background (continued)

enclosed hangar building, capable of housing one Boeing 747-400, and including at least 2,000 square feet of indoor space for offices, parts, storage and restrooms.

The lease contains required milestones for submittal of permit applications and for commencement of construction. If, by June 30, 2021, Intrepid has not submitted required applications to Lee County Development Services and the South Florida Water Management District, for the Minimum Required Improvements, then the Authority may require Intrepid to choose between commencing to pay a reduced "Phase-In Period" rent of \$10,254.37 per month, or terminating the lease. Likewise, if, by December 31, 2021, Intrepid has not received all required governmental permits and approvals, and commenced and is continuing bona fide construction of the Minimum Required Improvements, then the Authority may require Intrepid to choose between commencing to pay full ground rent or terminating the lease. Regardless, Intrepid's obligation to pay full ground rent will commence no later than January 1, 2023, and will continue according to the following rent schedule:

<u>Lease Year</u>	<u>Monthly Rent</u>
1 Through 5	\$50,465.63
6 Through 10	\$55,718.13
11 Through 15	\$61,517.32
16 Through 20	\$67,920.09
21 through 25	\$74,989.26
26 Through 30	\$82,794.21
31 Through 35	\$91,411.49
36 Through 40	\$100,925.68
41 Through 45 (1st option)	\$111,430.10
46 Through 50 (2nd option)	\$123,027.84

Attachments:

1. Contract summary
2. Proposed ground lease

CONTRACT SUMMARY

Agreement: Ground Lease for Construction and Operation of an MRO Facility at Southwest Florida International Airport

Tenant Intrepid Aerospace, Inc.
2900 Hunter Street
Fort Myers, Florida 33916

Leased Premises: 24.04 acres on and adjoining east end of “north ramp” at RSW

Allowed Uses: MRO of aircraft over 12,500 lbs; indoor storage of aircraft; outdoor storage of MRO customer aircraft awaiting or immediately following MRO work; operation of an air cargo facility

Term of Lease: Initial term will begin January 1, 2020, and continue until 40 years after the “Date of Beneficial Occupancy” (which will be no later than January 1, 2023); tenant has two (2) options to extend by five (5) years each

Rent: Potential “Phase-In Period Rent” (commencing no earlier than July 30, 2021, and ending on DBO) of \$10,245.37 per month.

Ground Rent, beginning on the DBO, as follows:

<u>Lease Year</u>	<u>Monthly Rent</u>
1 Through 5	\$50,465.63
6 Through 10	\$55,718.13
11 Through 15	\$61,517.32
16 Through 20	\$67,920.09
21 through 25	\$74,989.26
26 Through 30	\$82,794.21
31 Through 35	\$91,411.49
36 Through 40	\$100,925.68
41 Through 45 (1 st option)	\$111,430.10
46 Through 50 (2 nd option)	\$123,027.84

Security/Perf. Guaranty: \$200,000.00

Insurance:

- Aviation General Liability: \$10 million
- Hangar Keeper’s Liability: \$5 million
- Business Automobile Liability: \$5 million
- Property Insurance: Full Replacement Value
- Workers’ Compensation: as required by Florida law

- Employers Liability: \$1 million
- Pollution Legal Liability: \$2 million per occurrence, and \$4 million annual aggregate
- Contractor's insurance (during construction):
 - Commercial General Liability: \$2 million per occurrence, and \$4 million aggregate
 - Workers' Compensation: as required by Florida law
 - Inland Marine Builder's Risk: All-risk, replacement cost, in an amount equal to at least 100% of the contract price of the work
 - Contractor's Pollution Legal Liability: \$2 million per occurrence, and \$4 million annual aggregate
 - Contractor's Professional Errors & Omissions: \$1 million per occurrence, and \$2 million annual aggregate

Note: This Contract Summary is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this summary and the proposed contract, the contract (being more precise) will prevail.

GROUND LEASE
FOR CONSTRUCTION AND OPERATION OF AN
MRO FACILITY
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT is made and entered into this 04 day of November, 20 19, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") as lessor, **INTREPID AEROSPACE, INC.**, a corporation organized and existing under the laws of the state of Florida, with principal offices at 2900 Hunter Street, Fort Myers, FL 33916 (herein referred to as "Lessee") as lessee, and **NAI SOUTHWEST FLORIDA, INC.**, a Florida corporation (herein referred to as "Broker") as Lessee's broker.

Background

Southwest Florida International Airport, in Lee County, Florida (the "Airport") is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, Section 332.08(1) Florida Statutes, and Lee County Ordinance 90-02, as amended, Lee County has vested the Lee County Port Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

Lessee desires to lease certain land at the Airport for construction of an aircraft maintenance, repair, and overhaul ("MRO") facility. The Authority is willing to grant this lease upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises

herein, the parties hereby agree as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Initial leased premises (Parcel A). Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee the following described parcel of real property (referred to herein as "Parcel A") within the boundaries of Southwest Florida International Airport, in the County of Lee, State of Florida:

A parcel of land containing approximately 18.83 acres, depicted as "PARCEL A" on the drawing attached hereto as "EXHIBIT A," EXCLUDING, and reserving to the Authority, except as expressly provided in Section 1.3 below, any portion of Chamberlin Parkway;

together with the right, in common with the Authority and others, to use (i) use such roadways, walkways, and other areas which are open to the public, on the Airport, for access to and from the premises; and (ii) any existing underground conduits for water, sanitary sewer, storm water, drainage, electric, telephone, communication, and other utility lines, in "as is" condition, if necessary for the construction of the Improvements (as hereinafter defined), provided, however, that neither the Authority nor Lee County has any contractual obligation under this lease to repair or maintain any utility lines, unless the lines are owned or maintained by the Authority or Lee County, respectively.

Authority reserves the right to install, maintain, use, repair, and replace, pipes, conduits, wires, or the like, leading through the premises, in locations which will not materially interfere with Lessee's use thereof.

Section 1.2 Addition of apron (Parcel B). Upon the Date of Beneficial Occupancy (as defined in Section 3.3 below), the following described parcel of real property (referred to herein as "Parcel B") within the boundaries of Southwest Florida

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International Airport, in the County of Lee, State of Florida, will be added to property leased under this lease (subject to the same rights, restrictions, and reservations as set forth in Sections 1.1 and 1.3):

A rectangular parcel of land with dimensions of approximately 280 feet by 810 feet, containing approximately 5.21 acres, depicted as "PARCEL B" on the drawing attached hereto as "EXHIBIT A."

For the purposes of this lease, Parcels A and B are herein referred to collectively as the "premises" or "leased premises."

Section 1.3 Authority's reservation of Chamberlin

Parkway. The term "Chamberlin Rerouting Using Existing Infrastructure" as used in this lease means obtaining any permits or other approvals required from Lee County Department of Transportation and any other applicable governmental entity, and constructing or installing such barricades, striping, restriping, roadway extensions, or other improvements as may be required to lawfully divert eastbound traffic flow from Chamberlin Parkway around (and to the north of) the leased premises and to the northbound lanes of Paul J. Doherty Parkway. If, and only if, Lessee, at its own cost and expense:

- (1) performs the Chamberlin Rerouting Using Existing Infrastructure in such a manner that is submitted to the Authority for its advance review pursuant to the procedures set forth in Section 5.5 below, and satisfactory (in design, route, and any other factors) to the Authority, in the Authority's reasonable discretion; and
- (2) provides the Authority reasonably satisfactory evidence of the cost thereof by virtue of a copy of a cancelled check, contract, and/or paid invoice(s);

then the Authority will:

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- (a) by written notice thereof, waive the exclusion in Section 1.1 above of that portion of Chamberlin Parkway from the leased premises which would, but for that exclusion, have been included in the leased premises, and thereafter the previously excluded portion of Chamberlin Parkway will be considered included in the leased premises for the remainder of the term of this lease); and
- (b) issue a credit in the amount of fifty percent of Lessee's actual cost thereof, up to and not to exceed a total of \$100,000.00, to be applied to Lessee's rent payments until such credit is exhausted.

Notwithstanding the above, Lessee will not be obligated to perform the Chamberlin Rerouting Using Existing Infrastructure, and in the event Lessee determines that doing so would not be financially feasible, and that therefore it no longer desires to proceed with the project of constructing the Minimum Required Improvements, its sole remedy will be termination of this lease pursuant to the provisions of Section 2.5 below.

Section 1.4 Survey of boundaries. The parties recognize that Exhibit A shows only an approximate depiction of the boundaries of Parcels A and B. Accordingly, within one (1) year after this lease is mutually executed, and prior to commencing any construction, the Lessee shall obtain, at its own cost, a precise boundary survey and metes and bounds description of said parcels, in accordance with said Exhibit A and certified for the benefit of the Authority and Lessee, and will provide a copy thereof to the Authority. Authority shall have thirty (30) days from the date it receives the survey and metes and bounds description to determine whether they accurately reflect the boundaries of said parcels in accordance with this lease. Upon

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the Authority's written approval of same (or the passage of thirty (30) days without objection by the Authority) and the filing of the survey and metes and bounds description with the Clerk of Courts, Minutes Department, the survey and metes and bounds description shall be deemed incorporated by reference into this lease, and will be the controlling interpretation of the boundaries of said leased parcels.

Section 1.5 Rent milestones. If, by June 30, 2021, Lessee has not submitted bona fide applications to Lee County Development Services and the South Florida Water Management District for at least the "Minimum Required Improvements" as defined in Section 5.2 (herein "Submitted Applications"), then, until such time as Lessee has so Submitted Applications, Authority may, at its sole option, elect to require Lessee to choose between terminating this lease and commencing to pay the Phase-In Period Rent (the amount of which is set forth in Section 3.1 below).

If the Authority elects to require Lessee to make this choice, the Authority will give Lessee written notice thereof and Lessee will have thirty (30) days from the date of that notice to respond to the Authority in writing, giving notice of whether Lessee is opting to terminate the lease or commence paying Phase-In Period Rent.

If the Lessee so opts to terminate the lease, then this lease will be terminated upon the date of Lessee's written notice, with no further liabilities accruing between the parties.

If the Lessee instead opts to commence paying Construction Period Rent, then the date of Lessee's notice to the Authority will be deemed the "Phase-In Period Rent Commencement Date." If the Lessee does not so respond in writing to the Authority's notice within thirty (30) days, then the Authority may, at any time before Lessee actually does respond in writing, make said choice itself as to whether this lease will be terminated or whether instead the Lessee shall commence paying Phase-In Period Rent, by providing written notice to Lessee of said choice, which will be binding on the parties to the same extent, and have the same effect, as if made by Lessee, and shall be effective upon the date of such written notice to Lessee.

If, by December 31, 2021, Lessee has not received all required governmental permits and approvals, and commenced and is continuing bona fide construction of the Minimum Required Improvements defined in Section 5.2 below (herein referred to as "Commenced Construction"), the Authority may, at its sole option, elect to require Lessee to choose between terminating this lease and increasing its monthly payment (from zero or Phase-In Period Rent, whichever is then applicable) to the amounts set forth in Section 3.2 (herein "Full Rent"). If the Authority elects to require Lessee to make this choice, the Authority will give Lessee written notice thereof and Lessee will have thirty (30) days from the date of that notice to respond to the Authority in writing, giving notice of whether Lessee is opting to terminate the lease or commence paying Full Rent.

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If the Lessee so opts to terminate the lease, then this lease will be terminated upon the date of Lessee's written notice, with no further liabilities accruing between the parties. If the Lessee instead opts to commence paying Full Rent, then the date of Lessee's notice to the Authority will be deemed the "Date of Beneficial Occupancy." If the Lessee does not respond in writing to the Authority's notice within thirty (30) days, then the Authority may, at any time before Lessee actually does respond in writing, make said choice itself as to whether this lease will be terminated or whether instead the Lessee shall commence paying Full Rent, by providing written notice to Lessee of said choice, which will be binding on the parties to the same extent, and have the same effect, as if made by Lessee, and shall be effective upon the date of such written notice to Lessee.

Section 1.6 Right of first refusal on adjoining Parcel C.

During the period beginning on the date of this lease, and continuing until the earlier of:

- (1) the date that is seven (7) years after the Date of Beneficial Occupancy; or
- (2) the termination of this lease;

Lessee shall have a right of first refusal ("Right of First Refusal") to lease Parcel C (being a rectangular parcel of approximately 6.03 acres, with dimensions of approximately 730 feet by 360 feet) as depicted on Exhibit A hereto) upon the same terms and conditions of this lease, with the exception of the rents and the term thereof (including any options to extend the term), which shall instead be equal to the rents and term then

being offered to the Authority by the interested third-party. The Authority shall provide Lessee with written notice ("First Refusal Notice") of the third party's name and intent to lease Parcel C together with the offered rents and term, including any options to extend the term (collectively, the "Third-Party Terms"). Lessee shall have thirty (30) days from Lessee's receipt of the First Refusal Notice to give the Authority written notice of its intent to lease Parcel C in accordance with the terms and provisions of this Section 1.6 ("Acceptance Notice") and the Lessee shall then execute a proposed lease for Parcel C in accordance with the terms of this Section 1.6, including the Third Party Terms, within six (6) months of the date of the Acceptance Notice. In the event Lessee fails to notify the Authority within such thirty (30) day period of its intent to lease Parcel C, or fails to execute a proposed lease for Parcel C within said six (6) months of the Acceptance Notice, such failure will be deemed Lessee's waiver of its right of Right of First Refusal, and the Authority may enter into a lease with such third party (or its parent, subsidiary, affiliate, or assignee) at a rental rate and terms not less favorable to the Authority than the Third Party Terms, provided such lease is entered into within one (1) year of the date of Lessee's receipt of the First Refusal Notice.

ARTICLE 2

TERM

Section 2.1 *Initial term.* The initial term of this lease

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will commence on January 1, 2020, and will continue until the day before the date that is forty (40) years after the "Date of Beneficial Occupancy" defined in Section 3.3 below.

Section 2.2 First option to extend. Lessee shall have the option to extend the term of this lease for an additional five (5) year period immediately following the initial term (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this option.

Section 2.3 Second option to extend. If Lessee validly exercises the first option to extend, as set forth in Section 2.2 above, Lessee will have one additional option to extend the term of this lease for a second five (5) year period (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the lease term as extended by exercise of the first option, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this second option.

Section 2.4 Lessee's exercise of options to extend.

It is the intention of the parties to avoid forfeiture of Lessee's rights to extend the term under the options above through its inadvertent failure to notify the Authority of its election to exercise such option. Accordingly, unless already

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exercised by Lessee (or waived by Lessee in writing to the Authority), each of Lessee's options to extend the lease term under this Section shall continue until the Authority has provided thirty (30) days advance written notice to Lessee of the expiration of its option rights, which notice may be given no earlier than six (6) months before the then-current term expires. If Authority has not provided such notice to Lessee and Lessee fails to either exercise the option or waive it in writing to the Authority, then the option shall continue until Authority provides said thirty (30) day notice to Lessee and Lessee, within said thirty (30) days, either:

- (a) exercises the option;
- (b) waives the option in writing to the Authority, in which case the option, and any further options, will terminate; or
- (c) fails to exercise the option, in which case the option will expire.

If Lessee fails to validly and timely exercise any option to extend the Term of this Lease, then all subsequent options to extend the Term shall terminate. Nothing in this Section shall be construed to delay any scheduled adjustment to or increase in rent or other payments to Authority. Further, nothing in this Section shall be construed to extend this Lease beyond the date it would otherwise expire assuming any exercised option or options to extend had been exercised by Lessee in a timely manner without the need for any notice or notices to Lessee.

Section 2.5 Lessee's Inspection Period and option to

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terminate therein. Notwithstanding anything herein that may appear to the contrary, Lessee shall have a period of eighteen (18) months, starting with the date of this lease (the "Inspection Period") within which to undertake any inspections of the premises it deems necessary, and during which Lessee shall have the option, at its sole discretion, to terminate this lease by providing advance written notice to Authority, in which case one-half of the amount of the security deposit or performance guarantee will be returned to Lessee, and the other one-half will be retained by Authority, and neither party shall have any further liability to the other.

Section 2.6 Authority's option to terminate. A portion of Parcel A is currently under lease to a third party (Gartner, Inc.) pursuant to a lease which is not scheduled to expire until February 28, 2022. The Authority will make its best efforts to reach an agreement with Gartner, Inc. to terminate said lease, or to amend it so as to relocate the leased premises to remove the conflict between the Gartner lease and Parcel A, earlier enough such that the conflict does not impact Lessee's construction schedule. In the event this cannot be achieved, the Authority will negotiate with Lessee to attempt to reach an agreement to amend this lease so as to relocate Lessee's premises to avoid said conflict, but in the event this cannot be achieved either, then:

- (1) Authority may elect to terminate this lease by

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- providing written notice to Lessee of such termination;
- (2) Lessee may (as its sole remedy) terminate this lease pursuant to the provisions of Section 2.5 above;
 - (3) Authority will return any security deposit posted by Lessee; and
 - (4) neither party shall have any further liability to the other.

ARTICLE 3

RENT AND CHARGES

Section 3.1 Phase-In Period Rent. Lessee agrees that if the Phase-In Period Rent Commencement Date occurs pursuant to Section 1.5 above, then Lessee will pay the Authority, as "Phase-In Period Rent" for Parcel A, monthly, the sum of \$10,254.37, together with applicable sales tax, on or before the first day of each calendar month, for the period beginning on said Phase-In Period Rent Commencement Date and continuing until the last day before the "Date of Beneficial Occupancy" (as defined below).

Section 3.2 Ground Rent. Lessee agrees to pay the Authority, monthly, together with applicable sales tax, on or before the first day of each calendar month, commencing on the "Date of Beneficial Occupancy" (as defined below), and for and during the remainder of the term of this lease, as "Ground Rent," as follows:

<u>Lease Year</u>	<u>Monthly Rent</u>
1 through 5	\$50,465.63
6 through 10	\$55,718.13

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11 through 15	\$61,517.32
16 through 20	\$67,920.09
21 through 25	\$74,989.26
26 through 30	\$82,794.21
31 through 35	\$91,411.49
36 through 40	\$100,925.68
41 through 45 (1st option)	\$111,430.10
46 through 50 (2 nd option)	\$123,027.84

"Lease Year" shall mean a period of one year, commencing on the Date of Beneficial Occupancy (as defined in Section 3.3 below) or an anniversary thereof, during the term of this lease, including the initial term and any extensions thereafter. For example, the first Lease Year will commence on the Date of Beneficial Occupancy, the second Lease Year will commence on the day that is one year after the Date of Beneficial Occupancy, and so on. The Ground Rent for any partial calendar month will be prorated.

Section 3.3 Definition of Date of Beneficial Occupancy.

The "Date of Beneficial Occupancy" as used in this lease means the first day of the calendar month immediately following the earlier of:

- (a) issuance of a temporary or permanent certificate of occupancy for any building constructed on the premises (other than a temporary construction office) and FAA certification of Lessee's hangar as a Repair Station under 14 CFR Part 145; or
- (b) the date Lessee commences using the leased premises (or

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any part) for any aspect of its business (other than a temporary construction office, and construction of the improvements); or

(c) January 1, 2023;

OR the "Date of Beneficial Occupancy" pursuant to Section 1.5 above, whichever occurs first, as determined by the Authority. For the purposes of this agreement, the Date of Beneficial Occupancy will be set and conclusively determined by the date set out in Authority's written notice to Lessee, unless Lessee can show that none of the above prerequisites to the Date of Beneficial Occupancy have occurred. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction, cause the Date of Beneficial Occupancy to occur, and open the facility for business, as soon as practicable, and, in any event, within the time limits set forth in Section 5.3 below.

Section 3.4 Payments. All payments shall be payable, together with any applicable Florida sales tax, on or before the first day of each calendar month for which the payment is due. Payments shall be paid, without demand, setoff, or deduction, to:

Lee County Port Authority
Finance Department
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida, 33913

or such other place as the Authority may direct in writing.

ARTICLE 4

USE OF LEASED PREMISES

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Lessee will be permitted to use the leased premises solely for:

- (1) maintenance, repair, and overhaul of aircraft having a certificated gross take-off weight in excess of 12,500 pounds, utilizing Lessee's own employees and equipment;
- (2) maintenance, repair, and overhaul of aircraft having a certificated gross take-off weight in excess of 12,500 pounds, utilizing subcontractors (subject to the conditions below);
- (3) operation of an air cargo facility;
- (4) parking or storage of aircraft inside a hangar; and
- (5) parking of aircraft on apron or ramp space only if such aircraft are owned (or leased exclusively) by a customer of Lessee's MRO and are at the premises awaiting, or immediately following, bona fide MRO work.

Notwithstanding item (2) above, nothing herein shall be construed to allow Lessee's subcontractors or subtenants to provide services:

- (a) on parts of the Airport outside the leased premises without being permitted in writing by the Authority, in advance, to provide such services on the Airport, which permission may be subject to the Authority's then-applicable terms, conditions, and fees for the privilege of providing such services on the Airport; or
- (b) working directly for customers (rather than working for Lessee as a subcontractor), unless such subcontractor or subtenant is permitted in writing by the Authority, in advance, to provide such services on the Airport, which permission may be subject to the Authority's then-applicable terms, conditions, and fees for the privilege of providing such services on the Airport, and may be further conditioned upon satisfaction of the Authority's then-current "Minimum Standards for Aeronautical Activities for Southwest Florida International Airport."

In connection with the uses allowed above, Lessee shall have

the following rights:

- (1) the right to install, operate, maintain, repair, and store all equipment necessary for the conduct of Lessee's business, subject to approval of Authority in the interests of safety and convenience of all concerned;
- (2) the right of ingress and egress from the leased premises for Lessee's employees, passengers, guests, and invitees; and
- (3) the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the takeoff, flying, and landing of aircraft of Lessee, subject to the Airport's then current landing fees.

Lessee shall not use or permit the use of the leased premises, or any part thereof, for any purpose other than those specifically allowed above, and shall not provide, or allow to be provided, any other service at or from the leased premises, except upon prior written consent of the Authority.

Notwithstanding anything above which may appear to the contrary, prohibited uses of the leased premises include, but are not limited to:

- (1) painting of aircraft outside a hangar;
- (2) maintenance, repair, or overhaul of aircraft outside a hangar building, except for:
 - (a) inspections (such as operational checks);
 - (b) engine run-ups;
 - (c) minor repairs which do not require extensive disassembly and can be accomplished by simple means; and
 - (d) routine, light maintenance limited to oil changes

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and hydraulic fluid changes provided that such light maintenance is performed with the proper equipment and occurs within the boundaries of the premises exclusively leased by Lessee and does not involve the use of solvents;

- (3) storage of cars, boats, travel trailers, recreational vehicles, or other items not related to aviation;
- (4) sale or provision of fuel or fueling services to the public or any third parties, except by:
 - (A) Lessee, if the Authority permits Lessee in writing to provide into-plane fueling services (subject to applicable fees as determined by the Authority) at the Airport, pursuant to a "Permit Agreement for Provision of Into-Plane Fueling Service at Southwest Florida International Airport" or other written agreement;

or

- (B) a third party that is permitted by the Authority, in writing, to provide into-plane fueling services (subject to applicable fees as determined by the Authority) at the Airport (as of the effective date of this lease, only Swissport Fueling, Inc. and PrivateSky Aviation Realty LLC are so permitted);
- (5) fueling or refueling of Lessee's own aircraft (whether owned or leased), except by:
 - (A) Lessee, provided any such fueling: (i) is done using only Lessee's own employees and equipment; (ii) is conducted only in those areas designated by the Authority from time to time for self-fueling operations; (iii) will require a Self-Fueling Permit from the Authority, in the Authority's standard form (which may be amended or superseded from time to time); (iv) will be subject to the Authority's then-current self-fueling charge; and (v) shall be done in accordance with the latest edition of the following regulations, as may be amended from time to time:
 - (a) NFPA 30 and 407, Aircraft Fuel Storage and Servicing;

- (b) FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports;
- (c) Air Transport Association standards for jet fuel quality control at airports, as applicable; and
- (d) the Authority's Standard Operating Procedure 1061P, Hazardous Materials Management Plan, dated 8/17/98 (a copy of which has been provided to Lessee) as may be amended or superseded;

or

- (B) Lessee, if the Authority permits Lessee in writing to provide into-plane fueling services (subject to applicable fees as determined by the Authority) at the Airport, pursuant to a "Permit Agreement for Provision of Into-Plane Fueling Service at Southwest Florida International Airport" or other written agreement;

or

- (C) a third party that is permitted by the Authority, in writing, to provide into-plane fueling services (subject to applicable fees as determined by the Authority) at the Airport (as of the effective date of this lease, only Swissport Fueling, Inc. and PrivateSky Aviation Realty LLC are so permitted).

Lessee will not be allowed to offer or provide any services to any other third parties at the Airport until it has completed the "Minimum Required Improvements" set forth in Section 5.2.

Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, constitute an Airport hazard, or be contrary to the FAA-approved Airport Layout Plan (ALP). Lessee shall make no unlawful,

improper, or offensive use of the premises.

ARTICLE 5

SITE IMPROVEMENTS AND CONSTRUCTION OF MRO FACILITY

Section 5.1 Condition of site. Lessee accepts the premises "as is." No representation has been made to Lessee by Authority concerning the condition of the premises or its suitability for Lessee's purposes or Lessee's ability to obtain permits for its development. Lessee will not be held responsible for Releases (as defined in Article 17 below) or other environmental contamination of the leased premises if such Releases or other environmental contamination existed prior to the commencement of the term of this lease (including but not necessarily limited to leaks from the former hydrant fuel system which served the former terminal building).

In the event that, during Lessee's Inspection Period (as defined in Section 2.5 above), environmental contamination of the leased premises which pre-existed this lease is found which, in Lessee's option, would make its planned development unfeasible without the Authority's participation in or cooperation with respect to remediation of such condition, the Authority will negotiate with Lessee concerning such remediation (but will be under no obligation to make any concession or agree to any particular terms). In the event the parties do not come to an agreement, then Lessee may (as its sole remedy) terminate this

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lease pursuant to the provisions of Section 2.5 above.

Lessee has been informed that the premises will require substantial site work, which may include but will not necessarily be limited to filling, to be usable for Lessee's intended purposes. The Authority has a comprehensive permitting and environmental mitigation program. Therefore, to the extent that it is reasonably possible, Lessee will coordinate, or have its consultants coordinate, all permitting with the Authority's Planning Department prior to any meetings with any other governmental permitting agencies, permit application submittals, mitigation plan development, wetlands jurisdictional determinations, or the like.

Section 5.2 Minimum required improvements. Lessee will, at Lessee's own cost and expense, design, complete any necessary site preparation work, and construct, on the portion of the leased premises depicted as "Parcel A" on Exhibit A attached hereto, the "Minimum Required Improvements," which shall consist of the following improvements and facilities:

- (1) an enclosed hangar building, capable of housing one (1) Boeing 747-400, and including at least 2,000 square feet of indoor space for offices, parts, storage, and restrooms; and
- (2) paved automobile parking spaces, equal to at least the number of parking spaces as required by Lee County Land Development Code; and
- (3) security fence work as described in Section 5.4 below.

Section 5.3 Cost of improvements. Except as the parties

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may otherwise mutually agree subsequent to this lease agreement, and an Environmental Assessment (which, if required by the FAA, will be the Authority's responsibility), Lessee will bear the sole cost and expense of all improvements to be built on the premises, or to serve the premises, including, but not limited to, site investigation, location of any existing utilities, design, permitting, materials, access roads, driveways, extension of utilities, site work, security fence work (as noted below) construction, insurance, and maintenance. All work, whether interior or exterior, ordinary, extraordinary, or structural, must be performed in a good and workmanlike manner, in full compliance with plans and specifications approved by the Authority, and in compliance with the Lee County Land Development Code and the Lee County Port Authority "Leasehold Development Standards for Southwest Florida International Airport and Page Field Airport" adopted by the Authority on March 13, 1995, as may be amended or replaced from time to time ("Leasehold Development Standards"), except as may be expressly waived by the Authority, and all other applicable governmental rules or regulations. If Lessee plans improvements (such as, potentially, Chamberlin Parkway rerouting other than the Chamberlin Rerouting Using Existing Infrastructure as defined above, or utility extensions or upgrades) that will benefit parts of the Airport other than the leased premises, the Authority will be open to discussing (but will not be required to agree to) financial participation in

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such improvements in the form of rent credits to Lessee for some portion of the cost of that particular improvement.

Lessee will, as needed, and subject to the Authority's approval as to locations and specifications, remove existing fencing and install new chain link fencing, gates, and security card readers, so as to enclose the leased premises within the Airport's Airside Operations Area (herein "AOA"), while maintaining the integrity of the AOA perimeter security fencing at all times. All fencing, paving, and roadway work shall be done in accordance with Lee County D.O.T., Florida D.O.T., or Federal Aviation Administration specifications, as may be applicable.

Section 5.4 Design approvals; construction bonds; insurance. Prior to commencing any construction work on the leased premises or elsewhere on the Airport, including but not necessarily limited to construction of the hangar or other buildings, or of any other construction, installation, alterations, or repairs, Lessee shall:

- (i) submit to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards";
- (ii) obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (iii) provide the Authority with proof of insurance of the types and in the amounts set in Article 13 below;
- (iv) execute, deliver to the Authority, and record in the

public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes Section 255.05(1)(a) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work;

- (v) require its general contractor to obtain the insurance set forth in Section 13.2 below, and furnish evidence satisfactory to the Authority that the contractor or contractors have such insurance;
- (vi) coordinate with the Authority to submit an application to the FAA for "airspace analysis" and approval; and
- (vii) obtain from Authority written approval (not to be unreasonably withheld or delayed) of the design plans and specifications and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority. Any requirement for such resubmittal shall detail the reason(s) the plans were unacceptable and, where applicable, the changes requested by Authority. If the Authority does not respond to Lessee's plans within 45 days after receipt by Authority, they will be deemed approved.

Section 5.5 Authority's option to terminate for Lessee's failure to obtain financing or commence construction. Should Lessee, within thirty (30) months after the date of this lease, in the Authority's opinion, fail to:

- (i) obtain adequate financing to proceed with construction and development of the Minimum Required Improvements; or
- (ii) obtain all required permits and approvals for construction of the Minimum Required Improvements; or
- (iii) actually commence and be continuing (or have completed) such construction;

then the Authority may, at its sole option, terminate this lease. The Authority may extend these time periods in writing, but will be under no obligation to do so. If Authority's right to

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terminate is exercised as herein provided, neither party shall have any further liability to the other (but Lessee will remain liable for any unpaid rent that accrued prior to the termination date).

Section 5.6 Environmental mitigation to be off-airport.

Any environmental mitigation required of the Lessee by governmental authorities for the construction of Lessee's improvements shall be located off-airport and at Lessee's own expense. (However, Lessee may locate stormwater detention or retention facilities on the leased premises, subject to the other provisions of this lease, and provided they are designed in conformance with FAA Advisory Circular 150/5200-33, "Hazardous Wildlife Attractants on or Near Airports" as may be amended from time to time.)

Section 5.7 Maintenance and repairs of the premises.

Lessee will maintain the leased premises and any structures and other improvements thereon (whether preexisting this lease or constructed by Lessee) in a good state of repair, and in a clean, orderly, safe, and serviceable condition at all times. Lessee will provide at its own expense such maintenance, custodial, trash removal, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises and improvements thereon.

No later than January 15, 2025, and every 5 years

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thereafter, Lessee will provide the Authority with an inspection report, containing a description of the existing condition of, and recommendations as to when and what, if any, maintenance and repair should be performed on, the apron and ramp areas within the leased premises, in compliance with all applicable FAA Advisory Circulars, such that the apron and ramp remain, at a minimum, at their original design capacity. Such report shall be prepared and signed by a qualified civil engineer, licensed as a professional engineer in the State of Florida, and shall also acknowledge that the Lee County Port Authority will be relying on the report and its recommendations. Lessee will perform any re-sealing or other maintenance, repair, or rehabilitation recommended by such report, so as to turn over to the Authority, at the end of the lease term, apron and ramp which have been properly maintained and are in good condition, at their original design capacity or better. Notwithstanding the above, Lessee will have no responsibility for maintenance of apron or ramp located outside the boundaries of the leased premises.

Section 5.8 Ownership of improvements. Title to all Improvements when made, erected, constructed, installed, or placed upon the leased premises shall be and remain the property of the Lessee until the expiration of the lease term, or until this lease shall be sooner terminated as herein provided. Except as otherwise provided in this lease, upon such expiration or

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sooner termination of this lease, title to such Improvements shall automatically pass to, vest in, and belong to Authority, free of all liens and claims, without further action on the part of either party and without cost or charge to Authority. During the lease term or until the earlier termination of this lease as herein provided, Lessee alone shall be entitled to claim depreciation on the Improvements for all taxation purposes.

Lessee will have the right, prior to termination or expiration of this lease, to remove any furnishings, trade fixtures, equipment (including any paint booth), and other improvements that have not assumed the nature of realty, provided that Lessee is not then in default hereunder and that Lessee's removal of same does not cause damage to the premises and remaining improvements, and that Lessee repairs any damage that is caused by such removal. Any property or improvements remaining after the termination or expiration of this agreement will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Section 5.9 Advertising and signs. Lessee may erect signs on or about the premises, provided, however, that Lessee's installation or operation of signs on the Airport shall be subject to the prior written approval of the Authority at its sole discretion (which shall, with respect to proposed signage to be located on the leased premises, be exercised reasonably) as to

the number, size, height, location, color, and general type and design, and in conformance with the Leasehold Development Standards and the Lee County Sign Ordinance, if applicable. Notwithstanding the above, Lessee shall have the right to have signage that is equal in size, type, number, and character, to any other general aviation operator then in business at the Airport.

ARTICLE 6

UTILITIES

Lessee must extend to the premises and install thereon, at its own expense, any required utilities not already in place. Lessee must pay for all gas, electric, telephone, cable TV, water, sewage, trash removal, and any other utilities consumed within the leased premises.

Lessee agrees not to disturb, damage, or interfere with, in any way, any existing utility lines or F.A.A. cables on the premises, and agrees not to pave over, or otherwise impair or impede the Authority's or F.A.A.'s access to any utilities or F.A.A. cables, except as may be approved in writing by the Authority.

ARTICLE 7

ASSIGNMENTS, SUBLEASES, AND LEASEHOLD MORTGAGES

Section 7.1 Assignments and Subleases. Except as otherwise provided in this Article 7, neither Lessee, nor

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Lessee's successors or assigns, shall assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet all or any part of the leased premises, or permit the same or any portion thereof to be used or occupied by others, and any such attempted assignment or sublease shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners or their authorized designee, which may be withheld upon any reasonable grounds. Lessee will provide Authority with a complete copy of any proposed assignment, mortgage, pledge, encumbrance, or sublease prior to requesting Authority's consent. If the Authority withholds its consent to an assignment that a "leasehold mortgagee" (as defined in Section 7.2) proposes to make of this lease, the Authority will provide the reasons for such withholding of consent, or rejection of the proposed assignee, in writing and with specificity.

Any change in more than 49% of the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section. The consent by Authority to any assignment, mortgage, pledge, encumbrance, transfer, or sublease, shall not in any way be construed to relieve Lessee, or Lessee's successor or assign, from obtaining the Authority's written consent, if required hereunder, to any further assignment, mortgage, pledge, encumbrance, transfer, or sublease. Lessee will remain liable for the performance of this lease regardless of any assignment,

sublease, or license, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

Notwithstanding anything in this Article or elsewhere in this lease to the contrary, the Authority hereby expressly approves, and no further consent shall be necessary for, an assignment of this lease from Lessee to a limited liability company (or corporation or other form of business entity) which Lessee organizes under the laws of the state of Florida and in which Lessee maintains an ownership interest (which may be a majority or minority interest). Lessee will promptly provide Authority with written notice and a copy of any such assignment.

Section 7.2 Leasehold mortgages. Lessee shall have the right, without Authority's prior consent, to mortgage or pledge Lessee's interests in this lease, provided, however, that such a mortgage or pledge may be granted only to a bona fide "Lending Institution," and further provided that neither the Authority's nor Lee County's interests in this lease or the fee title to the leased premises shall be subordinate to any leasehold mortgage or pledge of Lessee's interests in this lease. The term "Lending Institution" as used herein shall mean a savings bank, bank, trust or insurance company, savings and loan association, college, university, pension fund, employees' profit-sharing trust, commercial credit corporation, investment banking company,

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or any other monetary or lending institution primarily engaged in the making of first mortgage loans, provided such entity has assets totaling not less than \$100 million.

The term "leasehold mortgage" as used herein shall include a mortgage, deed of trust, deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, assigned, pledged, or otherwise transferred, to secure a debt or other obligation, including, without limitation, obligations to reimburse the issuer of a letter of credit. The term "leasehold mortgagee" as used herein shall refer to a holder of a leasehold mortgage in respect to which notice as hereinafter provided for has been given.

No leasehold mortgage shall be binding upon Authority in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart thereof or a copy thereof, certified by the recording officer, shall have been delivered to Authority, notwithstanding any other form of notice, actual or constructive. Any leasehold mortgage shall be specifically subject and subordinate to the rights of Authority and Lee County hereunder.

Any leasehold mortgage shall provide that in the event of a foreclosure of such mortgage or of any other action or proceeding for the enforcement thereof or of any sale thereunder, if the sublessee under any existing or future sublease shall not then be in default in the payment of rent for which a proceeding is then

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pending brought by such sublessee's lessor, then, any provision in such sublease to the contrary notwithstanding, such sublease will not be barred, terminated, cut off, or foreclosed, nor will said sublessee be named a defendant in such foreclosure action or proceeding, nor will the rights and possession of said sublessee thereunder be disturbed. Any mortgage on this lease or the interest of Lessee hereunder without full compliance with any and all requirements hereunder shall be invalid and of no effect against Authority.

If Lessee, or Lessee's successor or assigns, mortgage(s) the leasehold interest herein demised, and if the holder of any such leasehold mortgage provides written notice to Authority specifying the name and address of such holder and the pertinent recording data with respect to its leasehold mortgage, then, during the remainder of the term of this lease, so long as any such leasehold mortgage remains unsatisfied of record, Authority agrees that the following provisions will apply:

- (A) No Modification. There shall be no cancellation, surrender or modification of this lease agreement by joint action of Authority and Lessee without the prior consent in writing of the holder of the leasehold mortgage.
- (B) Notice. If the holder of the leasehold mortgage shall register with the Authority his or its name and address in writing, no notice by Authority to Lessee shall be deemed to have been duly given unless and until a copy thereof has been sent to the holder of the leasehold mortgage by registered or certified mail at the address registered with the Authority.
- (C) Leasehold Mortgagee's Right To Cure. In the event

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Lessee shall be in default hereunder, the mortgagee of the leasehold interest shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and Authority shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been done by Lessee. No default on the part of Lessee shall be deemed to exist, if steps shall in good faith have been commenced promptly by the leasehold mortgagee to rectify the same and shall be prosecuted to completion with diligence. Lessee hereby appoints the leasehold mortgagee as Lessee's agent and attorney-in-fact with full power, in the Lessee's name, place and stead, and at the Lessee's cost and expense, to enter upon the leased premises and perform all acts required to be performed herein, or in any sublease made, by Lessee.

- (D) No Termination. If an event occurs which entitles Authority to terminate this lease, and if before the expiration of sixty (60) days after the date of notice of termination under this lease, such leasehold mortgagee pays to Authority all payments herein provided for which are then in default, and complies, or is actively and in good faith engaged in complying, with all the other requirements of this lease, if any, then in default, then Authority shall not be entitled to terminate this lease and any notice of termination theretofore given shall be void and of no effect.
- (E) Termination; New Lease. In the event of the termination of this lease prior to the natural expiration of the term of this lease due to default of Lessee or operation of law, Authority shall give written notice by registered or certified mail to the holder of the leasehold mortgage, together with a statement of any and all sums which would at that time be due under this lease but for such termination and of all other defaults, if any, under this lease then known to Authority. Authority shall enter into a new lease of the leased premises with the holder of the leasehold mortgage (or its nominee, subject to the Authority's right to approve or reasonably reject any proposed nominee as set forth in Section 7.1 above), upon the following terms and conditions:
- (i) The holder (or its approved nominee) shall make a written request, which is received by Authority within sixty (60) days after the date of the

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aforementioned notice of termination.

(ii) Such new lease shall be effective as of the date of termination of this lease and shall be for the remainder of the initial or then current term of this lease and at the same rent, fees, and charges and upon the same agreements, terms, covenants and conditions thereof. Upon the execution of such new lease, the lessee named therein shall pay any and all sums which would be due at the time of the execution or be due under this lease but for the termination as aforesaid, and shall fully otherwise remedy any existing defaults under this lease and shall pay all expenses, including, but not limited to, reasonable counsel fees, court costs and disbursements incurred by Authority or Lee County in connection with such defaults and termination, the recovery of possession of the leased premises, and the preparation, execution and delivery of such new lease, except that with respect to any default which cannot be cured by such lessee until it obtains possession, such lessee shall have a reasonable time after it obtains possession to cure such default. Upon the execution of such new lease, and upon receipt of any performance guaranty required under this lease and proof of insurance coverages that meet the requirements set out below, Authority shall allow to the lessee named therein an adjustment in an amount equal to any net income (after deduction of Authority's reasonable expenses in curing such default) collected by Authority for the leased premises during the period from the date of termination of this lease to the date of execution of such new lease; and

(iii) If more than one holder makes request upon Authority in accordance with the provisions of this Section, the new lease shall be delivered to the holder requesting such new lease whose leasehold mortgage is prior in lien and the request of the holder of any leasehold mortgage which is subordinate in lien shall be void and of no force and effect.

(F) Right To Extend Termination Date. If any default by Lessee shall occur which, pursuant to any provision of this lease agreement or law, entitles Authority to terminate this lease agreement, and Authority elects to

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terminate this lease agreement, the holder of the leasehold mortgage shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of the lease agreement as fixed by Authority in Authority's notice of termination, for a period of not more than four (4) months, provided that:

- (i) such right shall be exercised by the leasehold mortgagee's giving Authority notice of the exercise of the same prior to the termination date fixed in Authority's notice of termination; and
- (ii) such holder shall cure or cause to be cured any then-existing monetary defaults and meanwhile make all payments that become due, and comply with and perform all of the other terms, conditions, and provisions of this lease on Lessee's part to be complied with and performed; and
- (iii) the holder of the leasehold mortgage shall forthwith take steps to acquire or sell Lessee's interest in this lease agreement by foreclosure of the leasehold mortgage or otherwise and shall prosecute the same to completion with due diligence.

If at the end of said four (4) month period the holder of the leasehold mortgage shall be actively engaged in steps to acquire or sell Lessee's interest in this lease agreement and shall have given notice thereof to Authority, then the time for the holder to comply with the provisions of this subparagraph shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity, provided that the holder of the leasehold mortgage continues to pay or cause to be paid all sums owing by Lessee hereunder and provided further that there is not outstanding and uncured any default, the continuation of which during such additional period may:

- (1) threaten Authority's interest in the leased premises;
- (2) have a material adverse effect on the value of the leased premises;

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- (3) materially increase the likelihood that Lessee, Authority, Lee County, or Lender would incur liability under any provisions of federal or state law; or
- (4) result in or give rise to any material environmental deterioration or degradation of the leased premises;

such as, for example and without limitation, any failure to insure or any failure to repair or care for the leased premises the effect of which is to place the leased premises at risk or to increase the ultimate cost of such repair.

- (G) Further Amendments. Authority shall, upon request, execute, acknowledge, and deliver to the holder of the leasehold mortgage an agreement prepared at the sole cost and expense of Lessee, in form reasonably satisfactory to such holder, between Authority, Lessee, and the holder, agreeing to all of the provisions of this Article 7.
- (H) Assignment of Subleases. Upon the execution and delivery of the new lease, all subleases which theretofore may have been assigned and transferred to Authority shall thereupon be assigned and transferred by Authority to the Lessee under the new lease; and the Lessee under the new lease shall have the benefit of all of the right, title, interest, powers, and privileges of Lessee under this lease agreement in and to the leased premises, including specifically assignment of Authority's interest in and to any then-existing sublease where the sublessee may have attorned to Authority and which, at the time of the cancellation or termination of this lease agreement, was prior in right to the lien of the holder of the leasehold mortgage or which by separate agreement or by its terms had been granted non-disturbance privileges pursuant to the provisions of this lease agreement; and Authority hereby agrees that, with respect to any such sublease so assigned, Authority will not modify or amend any of the terms or provisions thereof, during the period between the expiration or termination of this lease agreement and the execution and delivery of the new lease.

Section 7.3 Authority's right to cure Lessee's defaults

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on leasehold mortgages. Lessee agrees to use its best efforts to have any leasehold mortgages made pursuant to this Article 7 provide that the mortgagee therein shall, by certified mail and in writing, give notice to Authority of the occurrence of any event of default, and further provide that Authority shall be given at least fifteen (15) days notice of default in debt service payments before mortgagee will initiate any mortgage foreclosure action. If any payments of amortization and interest required to be made under the provisions of the leasehold mortgage(s) shall not be made or any covenants of the leasehold mortgage(s) shall not be performed which shall constitute a default under the terms of the leasehold mortgage, the Authority may cure said default provided Authority gives Lessee ten (10) days notice of Authority's intention to cure such default. If Authority shall give such notice of the intention to cure such default, then Authority shall be entitled to cure, and the Lessee shall pay the cost thereof to Authority, together with interest thereon at the statutory rate, unless: (a) the Lessee shall cure such default within said ten-day period; or (b) compliance (other than payment of money) requires more than ten (10) days and the Lessee shall have commenced compliance within a reasonable time after such notice and shall have cured such default within thirty (30) days after commencing compliance; or (c) within said ten-day period the Lessee shall obtain from the leasehold mortgagee a

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written extension of time in which to cure such default, together with a separate written extension of time granting Authority a reasonable additional time to cure said default if said default is not cured within said extended time, and copies thereof are delivered to Authority. Lessee does hereby authorize Authority in Authority's name but without any obligation or duty on Authority to do so, to do any act or thing required of or permitted to the Lessee to prevent any default under said leasehold mortgage or any acceleration thereof, or the taking of any foreclosure or other action to enforce the collection of the indebtedness, and Lessee agrees to indemnify and hold Authority harmless and to reimburse Authority upon demand for all reasonable costs, charges, and expenses incurred by Authority in such connection. If Lessee at any time shall request any leasehold mortgagee to grant a moratorium on payment, to waive payment, or to extend the time for payment, the Lessee shall give Authority written notice thereof by certified mail concurrently with the making of said request and shall further give Authority written notice by certified mail of the granting or denial of said request.

Section 7.4 Proceedings. Authority shall give each Leasehold Mortgagee prompt notice of any legal proceedings or arbitration between Authority and Lessee involving obligations under this lease. Each Leasehold Mortgagee shall have the right

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to intervene and be made a party to any such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Authority shall give the Leasehold Mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of such proceedings.

Section 7.5 No merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the leased premises and the leasehold estate of Lessee therein created by this lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Lessee or by a third party, by purchase or otherwise, provided, however, that in the event this lease is terminated this Section 7.5 shall not prevent the merger of the leasehold and fee estates in Lee County or the Authority, as the case may be, but nothing in this Section 7.5 shall be construed to negate any Leasehold Mortgagee's rights to a new lease as may be provided in Section 7.3 above.

Section 7.6 Erroneous payments. No payment made to Authority by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this

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lease; and a Leasehold Mortgagee having made any payment to Authority pursuant to Authority's wrongful, improper or mistaken notice or demand shall be entitled to the return of such payment or portion thereof provided the Leasehold Mortgagee shall have made demand therefor not later than one year after the date of its payment.

Section 7.7 Bankruptcy. Authority acknowledges that as between Authority and any Leasehold Mortgagee, its nominee or purchaser at a foreclosure or other sale, this lease shall not be deemed to be terminated solely by virtue of the rejection of this lease by operation of law, by Lessee or its representative, or by any trustee appointed in Lessee's bankruptcy case, pursuant to the Bankruptcy Code or any other insolvency law. The Leasehold Mortgagee shall be deemed to have satisfied its obligation to commence foreclosure proceedings or cause Lessee's interest in this lease to be sold under a power of sale by asserting a claim in Lessee's case under the Bankruptcy Code or any other insolvency proceeding, and the Leasehold Mortgagee shall not be deemed to have failed to satisfy such obligation if the Leasehold Mortgagee is unable to do so as a result of the provisions of Section 362 of the Bankruptcy Code or of any other insolvency law.

Section 7.8 Mortgagee obligations. No Leasehold Mortgagee or its nominee shall accrue liability under the

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provisions of this lease unless and until such time as it becomes, and then only for as long as it remains, the owner of Lessee's interest in this lease.

ARTICLE 8

SECURITY DEPOSIT/PERFORMANCE GUARANTY

Within thirty (30) days of the date of this lease, Lessee will deliver to the Authority the amount of \$200,000.00, to be paid by certified check or cashier's check, as a security deposit for faithful performance by Lessee of Lessee's obligations under this agreement; failure to do so will be a material breach and a default entitling Authority to terminate pursuant to Section 14.3.

If Lessee defaults on any duty under this agreement, Authority may apply the security deposit to damages sustained. If Lessee faithfully performs the obligations of this agreement and timely vacates the premises and removes its equipment upon expiration, Authority will repay the security deposit, without interest, within forty-five (45) days after such expiration and Lessee's timely vacation and removal.

In lieu of a cash security deposit, Lessee may deliver to Authority a binding guaranty (performance bond), in form and substance acceptable to Authority, duly issued by a surety company which is acceptable to Authority, or an irrevocable letter of credit, issued and drawn on an American bank or trust

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company, with offices located in, and authorized to do business in, Florida, in form and content acceptable to Authority, with partial drawings permitted in the amount stated above, to serve as security for the full and faithful performance by Lessee of all terms, covenants, and conditions of this Agreement including but not limited to the rentals, fees, and charges to be paid. Such bond or letter of credit shall be in full force and effect during the term of this agreement, provided that if initially issued for a lesser term, Lessee shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least 30 days before expiration of the then current guaranty; failure to do so will constitute a breach and entitle Authority to collect the above amount under the existing bond or letter of credit and hold the cash as a cash security deposit, without interest, until an acceptable letter of credit or surety bond is substituted by the Lessee.

Once a certificate of occupancy for the hangar building element of the Minimum Required Improvements has been issued, and provided the Lessee is not then in default of any obligations under this lease, then the Authority will release and return the security deposit, bond or letter of credit posted under this Article, and a replacement (in the same amount) will not be required again until one (1) year prior to the end of the term

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hereof, as extended by any option Lessee has duly exercised pursuant to Article 2 above.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction and open the MRO facility for business, as promptly as possible. Once the MRO facility is open for business, Lessee will continuously operate the business, carry on the business in good faith, and use its best efforts to maximize gross revenue, provided however that the Authority shall not be entitled to impose its business judgment upon Lessee.

Section 9.2 Services provided; hours of operation; personnel. If Lessee provides MRO services to third parties, Lessee will provide and maintain, at its sole cost and expense, all necessary equipment required for those services. All personnel employed by the Lessee will be neat, clean and courteous at all times, and shall abide by the Airport Rules and Regulations. Lessee will maintain the highest level of standards as it relates to quality of goods and service. The level of service and quality of goods shall be on a par with other similar first class establishments at comparable airports in the U.S.

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Section 9.3 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness and Lessee will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Lessee will store and use any hazardous materials in accordance with all applicable laws.

Section 9.4 Noise. Lessee agrees not to create noise constituting a nuisance for any residential areas near the Airport. The Authority reserves the right to enact regulations or otherwise set maximum allowable decibel levels and other parameters governing noise generated by Lessee's operations, and to require all engine run-ups to be done within specified times of the day and in accordance with a plan approved by the Authority, and Lessee agrees to abide by such restrictions.

If the Authority elects to build a common-use noise-muffling device or facility (i.e. "hush house") for use by airport tenants, in order to muffle the noise from run-ups of aircraft engines being tested, then:

- (1) Lessee will use such "hush house" for all engine run-ups and will pay the Authority such use fees therefore as may be reasonably prescribed by the Authority and adjusted from time to time; and
- (2) if applicable, Authority will reimburse Lessee for the unamortized portion of Lessee's actual cost of a blast fence Lessee purchased for the purpose of engine run-ups, with said cost being satisfactorily evidenced to the Authority by virtue of a copy of a cancelled check, contract, and/or paid invoice, and being amortized on a straight line basis over twenty (20) years from the

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date of purchase.

Section 9.5 Fuel Storage. Lessee agrees to provide the Authority, for its approval, plans and specifications for any fuel storage and transportation. Lessee further agrees to abide by all Airport Rules and Regulations for the storage and transportation of any fuels, as may be established, amended or replaced from time to time.

Section 9.6 Cleanliness. Lessee shall keep the premises clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers, for waste within the building or buildings to be erected on the premises.

Section 9.7 Airport landing fees. Upon request by the Authority, Lessee will collect sufficient information from its customers, and provide same to the Authority on a monthly basis, as is necessary for the Authority to collect any applicable landing fees or other airport fees from those customers. For one (1) year, beginning on the Date of Beneficial Occupancy, Authority will provide a 50% discount on its then-applicable standard landing fees applied to landings by airline aircraft which both (a) have not carried revenue passengers during such flight; and (b) have made such flight to access Lessee's facilities for aircraft maintenance, repair, or overhaul work. For purposes of the preceding sentence, "airline aircraft"

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includes only aircraft operated under 14 CFR Part 121.

The Authority generally sets landing fees and other activity-related fees and charges for the Airport annually, for each fiscal year (October 1 through September 30). The fees and charges applicable for the Authority's current fiscal year (October 1, 2019, through September 30, 2020) are shown on Exhibit B hereto.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

- (i) view and inspect the premises, make repairs, or show the premises to prospective Lessees, during Lessee's regular business hours with at least twenty-four (24) hours advance notice;
- (ii) view and inspect the premises or make repairs at any time in case of emergency; and
- (iii) perform any and all things which Lessee is obligated to do and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee

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has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09, as amended, or as may be further amended, renumbered, or replaced), and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNIFY, AND HOLD HARMLESS

Lessee agrees to release the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any injury or loss of any nature whatsoever to any person or property in connection with Lessee's use of the leased premises or the Airport (whether caused by negligent acts of the Authority or Lee County, or their agents or servants, or otherwise).

To the extent permitted by law, Lessee agrees to indemnify, defend, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, and employees) from any and all liabilities, injuries, damages, losses and costs, of any nature whatsoever (including but not limited to, reasonable

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attorney's fees, and any and all fines or penalties imposed by any governmental agency as a result of the failure of Lessee or its contractors or employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement) to any person or property in connection with Lessee's use or improvement of the leased premises or the Airport, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Lessee, Lessee's contractors or subcontractors, or persons directly or indirectly employed or utilized by Lessee in the performance of this Lease.

ARTICLE 13

INSURANCE

Section 13.1 Insurance during term of lease. Lessee must procure and maintain during the lease term at its own expense, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Aviation general liability insurance, including premises, operations, airside automobile, and contractual liability, with a minimum combined single limit of \$10,000,000.00, and products-completed operations, with a minimum limit of \$10 million aggregate.
- (2) Hangar keeper's liability insurance in an amount not less than \$5,000,000 any one aircraft, and \$5,000,000 each occurrence.
- (3) Business automobile liability insurance, covering all owned, leased, or hired vehicles, with a minimum combined single limit of \$5,000,000.00.

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- (4) Property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.
- (5) Workers' compensation insurance, in the amounts required by Florida law.
- (6) Employer's liability insurance, with a limit of at least \$1,000,000.00.
- (7) Pollution Legal Liability Insurance, with limits of at least \$2,000,000.00 per occurrence, and \$4,000,000.00 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
 - (a) third-party claims for on and off-site bodily injury and property damage; and
 - (b) claims resulting in bodily injury property damage or cleanup costs;

Section 13.2 Contractor's insurance. In addition to the insurance required above, prior to commencement of any construction work on the premises, Lessee must, at its own expense, procure and maintain, or, if applicable, require its general contractor or contractors to procure and maintain, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Commercial general liability insurance, including premises, operations, airside automobile, products-completed operations, and contractual liability, with minimum limits of \$2 million per occurrence and \$4

million aggregate.

- (2) Workers' compensation insurance, in the amounts required by Florida law.
- (3) Inland Marine Builder's Risk Insurance, written on an all-risk, replacement cost, and completed value form basis, in an amount equal to at least 100% of the contract price of the work.
- (4) Contractor's Pollution Legal Liability Insurance, including Errors & Omissions, and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
 - (a) third-party claims for on and off-site bodily injury and property damage; and
 - (b) claims resulting in bodily injury property damage or cleanup costs;
- (5) Contractor's Professional Errors & Omissions Liability Insurance, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate.

Section 13.3 General insurance requirements. The

Authority must be named as additional insured in all insurance policies required by this lease, to the full limits of the policy, even if those limits are in excess of the limits required by this lease. Lessee's and Lessee's contractors' insurance policies will be primary and non-contributory and include a waiver of subrogation in favor of the Authority. The original or a certified copy of all required policies, plus certificates

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evidencing the existence thereof, shall be delivered to Authority prior to issuance of a Work Permit or Notice to Proceed by the Authority, and prior to Lessee's commencement of any construction or occupation or use of the premises. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to Authority. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving advance written notice to the Authority."

Maintenance of the above required insurance is a material element of this lease; Lessee's failure to obtain and maintain or renew such coverage, or cause such coverage to be obtained, maintained, or renewed, or to provide evidence of same, will be considered a material breach of this lease.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of this lease if:

- (1) Lessee fails to pay rent or make any other payment required hereunder within ten (10) days after payment is due;
- (2) Lessee neglects or fails to perform and observe any promise, covenant or condition set forth in this agreement after receipt of written notice of breach from the Authority;

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- (3) Lessee becomes a corporation in dissolution for a period exceeding six (6) months; or
- (4) Lessee abandons, deserts, vacates or discontinues its operation of the business herein authorized for more than sixty (60) consecutive days without prior written consent of Authority.

Section 14.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In the event Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's reasonable satisfaction:

- (A) within thirty (30) days after the Authority gives Lessee written notice of the default, or,
- (B) if any such default (other than the payment of rent or money) is not curable within thirty (30) days, Lessee fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or, once started, Lessee fails to diligently pursue the cure of such default to completion;

then Authority will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

- (1) To perform any act or do any thing required under this lease to be performed by Lessee, and to recover the cost thereof from Lessee.
- (2) To terminate the lease, re-enter, and relet the premises for the account of Authority. Authority will

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be entitled to recover from Lessee all damages that result from Lessee's default.

- (3) To keep the lease in force, re-enter, and re-let the premises for the account of Lessee for a period equal to, or greater or less than, the remainder of the term, at such rental and on such terms and concessions as Authority deems reasonable. Authority will not be liable for failure to relet the premises, or, in the event of reletting, for failure to collect rent therefor.
- (4) To keep the lease in force, and to recover from Lessee the rent and any other sum due from Lessee each month or less frequently at the election of Authority, or to recover the entire sum due at the expiration of the term.
- (5) To recover from Lessee all expenses including reasonable costs and charges for repairs to the premises, which amounts become due when incurred and will become payable to Authority upon demand.
- (6) To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this lease, whether or not the lease has been terminated, or to secure any rights due Authority under this lease, whether or not any action was instituted.

ARTICLE 15

CASUALTY AND CONDEMNATION

Section 15.1 Notice to Authority. If the premises or any improvement thereon, such as the hangar building, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 15.2 Damage due to insurable cause not near end of extended term, or minor damage. If any structure or building is damaged and:

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(i) such damage occurs by fire, hurricane, tornado, or other casualty of the type which Lessee is required to provide coverage for, or which is covered by any insurance policy carried by Lessee, and such damage occurs within the initial term (as set forth in Section 2.1 above) or, if Lessee has exercised its option to extend the term (as set forth in Section 2.2 above), within the optional extended term, but not more than 3 years prior to the expiration date of such extended term; or

(ii) the structure or building is less than ten percent (10%) damaged, as determined by an "Independent Architect" as defined below;

then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans), and all insurance proceeds shall be payable to the Leasehold Mortgagee, if any, to be held and applied to payment of the cost of restoration and repair of the leased premises and the improvements thereon. If there is no Leasehold Mortgagee, the insurance proceeds shall be applied to the restoration and repair cost directly by the Lessee.

An "Independent Architect" shall mean an architect or engineer that is licensed to practice in the State of Florida, who has experience in estimating cost of construction and repair, and who is selected by agreement between Authority and Lessee, or, if Lessee rejects or does not approve, within thirty (30)

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days of Authority's written proposal, any two (2) independent licensed architects or engineers, then the "Independent Architect" may be selected unilaterally by the Authority (but shall not be one of the two originally proposed by Authority, if such architect(s) or engineer(s) were expressly rejected by Lessee in writing within said thirty (30) day time period). In any event, the fee charged by the "Independent Architect" shall be split equally between Authority and Lessee.

In the event of casualty, for which insurance proceeds are available and are less than ten (10) percent of the coverage limits of the insurance, such proceeds shall be paid by the insurer to Lessee to be used for and applied to the cost of restoration and repair of the damaged Improvements. In the event of casualty for which insurance proceeds are available and are ten (10) percent or more of the coverage limits of the insurance, such proceeds paid by the insurer will be deposited with an "Insurance Trustee" to be used for restoration and repair of the damaged Improvements and disbursed based on monthly requisitions as restoration and repair proceeds to completion. The insurance trustee shall be a banking institution having a bank branch in Lee County selected by mutual agreement among Authority, Lessee and Leasehold Mortgagee. If the proceeds are insufficient to pay the cost of restoration and repair, Lessee must pay the shortfall. If the proceeds exceed the cost of restoration and

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repair, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

Section 15.3 Major damage due to uninsurable cause or near end of lease term. If any structure or building is damaged and:

(i) such damage occurs by a cause, such as war or nuclear attack, not of the type which Lessee is required to provide coverage for, and which is not covered by any insurance policy carried by Lessee, or, if Lessee has exercised its option to extend the term (as set forth in Section 2.2 above); and

(ii) the structure or building is more than ten percent (10%) damaged, as determined by an "Independent Architect" as defined above;

then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within six (6) months of the date of said casualty.

If Lessee exercises this option to terminate, then, after applying the insurance proceeds to the full payment of the leasehold mortgage, the excess thereof shall be split equally between Lessee and Authority, provided that at the written request of the Authority, given not later than ninety (90) days after Lessee's notice of its election to terminate, Lessee shall be responsible for the prompt demolition of, and removal from the premises, any existing improvements specified by Authority that are damaged and remaining after such damage or destruction.

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If Lessee does not so exercise this option to terminate, then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild the damaged structures or buildings, at least to the extent of the value, and as nearly as practicable to the character, of the premises and the Minimum Required Improvements set forth in Section 5.2 existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans), and all insurance proceeds shall be handled and disbursed as provided in Section 15.2 above.

Section 15.4 Abatement of rents and other payments. If Lessee's business is stopped due to casualty to the Improvements, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said cessation of business, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for business (whichever occurs first), but in any event not to exceed a period of one year. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which accrue, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

Section 15.5 Condemnation; permanent taking.

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(A) If at any time during the term of this lease or any extension thereof, the entire leased premises, or such a substantial portion thereof as would render the balance thereof not suitable for the use to which the leased premises was being utilized immediately prior thereto by the Lessee, as determined by Lessee in its sole but reasonable discretion, shall be taken or appropriated in the exercise of eminent domain by any competent authority for public or quasi-public use, this lease may be terminated at Lessee's written election, effective upon the date that title to the leased premises vests in the condemning authority, at which time all rights and obligations between the parties shall cease. Rents and other charges shall be prorated to the date of termination. The taking of any portion of the Improvements which:

- (i) prohibits the legal occupancy of the leased premises for the conduct of Lessee's business; or
- (ii) exceeds ten (10%) percent of the aircraft parking apron area then existing on the leased premises and such apron area is not reasonably replaced by the Authority from contiguous land; or
- (iii) results in the loss of the rights of ingress and egress to the leased premises including the existing cargo apron and Airport runway, as established (unless comparable access and facilities can be made available);

shall be considered such a substantial taking as would render the use of the leased premises not suitable for Lessee's use.

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(B) In the event of a taking (or purchase in lieu thereof) resulting in the termination of this lease pursuant to the provisions of paragraph (A) of this Section, there shall be paid from any award or settlement (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) first to the holder of any Leasehold Mortgage (securing the debt or other obligations incurred by Lessee in connection with the construction, operation, repair, replacement and improvements to and business operated at the leased premises and of the Improvements), the unpaid balance of said Leasehold Mortgage, together with any interest thereon accrued to the date of such payment. Lessee will be entitled to participate in any award or settlement resulting from the taking to the extent of:

- (i) Lessee's interest in the leased premises determined without regard to the termination of this lease by the taking or any unexercised options to extend the term;
- (ii) business damages and relocation costs; and
- (iii) the unamortized value of the leasehold improvements;

but only to the extent such amounts exceed the entitlement, as defined above, of the holders of any Leasehold Mortgages. This lease will terminate on the date title to the leased premises vests in the taking authority. Rent will be prorated to the date of termination.

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Section 15.6 Condemnation; use of proceeds by Lessee. In the event of a partial taking (or purchase in lieu thereof), not resulting in the termination of this lease pursuant to the provisions of paragraph (A) of Section 15.5 above, then if Lessee elects to make repairs to any Improvement(s) on the leased premises affected by such taking (or purchase in lieu thereof) to the extent necessary to restore the same to complete architectural units (to the extent feasible, taking into account the amount of land remaining after such taking or purchase), all compensation available or paid to Authority and Lessee (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) upon such partial taking (or purchase) shall be paid to Lessee for the purpose of paying towards the cost of such restoration.

Section 15.7 Condemnation; temporary taking. If less than the whole of the leased premises or less than such portion thereof as would render the use of the leased premises not suitable for Lessee's purposes as aforesaid is taken for a period of less than one (1) year, Lessee shall be entitled to a reduction of rental by a fraction, the numerator of which shall be the number of square feet of the Improvements taken or condemned and the denominator of which shall be the square footage of the leased premises, upon such date as possession is

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surrendered to the taking authority and continuing until possession is restored to the Lessee.

Section 15.8 Condemnation; use of proceeds by Leasehold Mortgagee. All condemnation proceeds (but excluding the amount awarded or paid to the Authority or Lee County for the value of the land without Improvements) payable as a result of a partial taking of any portion of the leased premises which does not result in a termination of the lease, shall be payable to the Leasehold Mortgagee to be held by the Leasehold Mortgagee and applied to payment of the cost of restoration and repair of the leased premises and the Improvements thereon.

Section 15.9 Definition of "taking". The term "taking" includes any taking by a governmental body or quasi-governmental body, or by a public or private utility authorized by law to exercise the power of eminent domain, and includes a voluntary sale to such body or entity as an alternative to taking.

ARTICLE 16

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the

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premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

Section 17.1 Covenants and Indemnity. As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws. Lessee agrees not to cause a Release of any Hazardous Substance, or otherwise violate any Environmental Law with respect to the premises, and will release, hold harmless, and indemnify Authority for any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any third party claims with respect to Lessee's breach of the covenants in this Article 17. Lessee will release the Authority from, and Authority will not be liable for, any damages, including but not limited to general, special, or consequential damages (such as delays, loss of customers, or business interruption), related to the environmental condition of the leased premises, including any Releases made prior to the commencement of the term of this lease (including but not limited to remediation of past leaks from the former hydrant fuel system which served the former terminal

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building; Authority will remain responsible for any remediation or other cleanup mandated by the Florida Department of Environmental Protection for conditions which pre-existed this lease, but, in the event such remediation requirements cause a delay in Lessee's permitting of its planned improvements, Lessee's sole remedy will be termination of this lease pursuant to Section 2.5 above).

Section 17.2 Definitions. For purposes of this lease:

"Environmental Law" shall include any and all federal, state, county, municipal, local or other statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the environment or to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances, materials, or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes, including the Comprehensive Environmental Response and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act, as amended ("RCRA"), the Federal Water Pollution Control Act, as amended, and the Clean Water Act, as amended.

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"Handling" shall include use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, generation, production, or disposal.

"Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, mold, radon, lead paint, polychlorinated biphenyls, nuclear fuel or materials, explosives, known carcinogens, petroleum products and byproducts (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material, substance or waste, defined as hazardous, toxic or dangerous or as a pollutant or contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"Release" shall mean and refer to any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

ARTICLE 18

STORM WATER COMPLIANCE

Section 18.1 Definitions. For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

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"Significant materials" - Includes, but is not limited to -- raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 181(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices (BMP)" - Practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

Section 18.2 Acknowledgments.

(A) Notwithstanding any other provisions of the Agreement, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122, and, if applicable, state storm water regulations, Chapter 373, Part IV, Florida Statutes. Lessee further acknowledges that it is familiar with these storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations of those regulations.

(B) Authority has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises. Lessee acknowledges that the storm water discharge permit issued to the Airport may name the Lessee as a co-permittee.

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(C) Notwithstanding any other provision or terms of this lease, including the Lessee's right to quiet enjoyment, Authority and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

(D) Lessee acknowledges that the Airport's storm water discharge permit (NPDES Permit Number FLR05A513, or its successor) is incorporated by reference into this Agreement.

Section 18.3 Permit compliance.

(A) Authority will provide Lessee with written notice of the storm water discharge permit requirements in the Airport's storm water permit that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of good housekeeping measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven

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(7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from the Authority for purposes of delay or avoiding compliance.

(B) Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice. Lessee warrants that it shall meet any and all deadlines, that are either imposed on it without objection, or agreed to by the parties. Lessee acknowledges that time is of the essence.

(C) Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

(D) Lessee agrees that the terms and conditions of the Authority's storm water discharge permit may change from time to time and hereby appoints Authority as its agent to negotiate any

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such permit modifications with the appropriate governmental entity.

(E) Authority will give Lessee written notice of any breach by Lessee of the Authority's storm water discharge permit or the provisions of this section. Such a breach is material, and, if of a continuing nature, Authority terminate this lease pursuant to the terms of the lease. Lessee agrees to cure promptly any breach. Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this lease. Lessee covenants that its use of the premises will not cause any violation of said permit.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service

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(e.g. Federal Express, Airborne Express, DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at: 2900 Hunter Street, Fort Myers, FL 33916. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 20.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 20.4 Time. Time is of the essence in the performance of this agreement.

Section 20.5 Governing law and venue. This lease shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or

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state courts of Florida, and venue shall be in Lee County, Florida.

Section 20.6 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Lessee's use or occupation of the premises.

Section 20.7 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 20.8 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 20.9 Administration of lease. Whenever Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, then, unless specifically provided to the contrary above, Lessee shall deal with Authority's authorized

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representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 20.10 Airport development. Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires.

Section 20.11 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.12 Lessee's noninterference with aircraft. Lessee and its successors, assigns, and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate

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the interference at the expense of Lessee.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this lease as may be reasonably required.

Section 21.2 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee agrees, for itself and its successors and

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assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees, for itself and its successors and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

Section 21.3 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 21.4 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the Authority reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

Section 21.5 Nondiscrimination. Lessee will provide its services on a fair, equal, reasonable, and not unjustly

discriminatory, basis to all users of the Airport. Lessee will charge fair, reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other types of price reductions to volume purchasers. Lessee will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government in consideration for Federal grant assistance.

ARTICLE 22

QUIET ENJOYMENT

Lessee, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this lease on Lessee's part to be kept, shall quietly have, hold and enjoy the leased premises during the term, without any interruption or disturbance from the Authority, or anyone claiming by, through or under the Authority. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of the Authority.

ARTICLE 23

PROHIBITION OF INVOLUNTARY ASSIGNMENT; EFFECT OF BANKRUPTCY OR

INSOLVENCY

Section 23.1 Involuntary assignments. Neither the interest of the Authority in this lease nor the leasehold estate

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of either party nor any interest of Lessee hereunder in the leased premises or in the Improvements thereon, shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect; subject, however, to the rights of the Mortgagee set forth in Article 7, including, without limitation, the assignment of Lessee's interest in this lease pursuant to the terms of any Mortgage to (i) the Leasehold Mortgagee, (ii) the assignee or designee of the Leasehold Mortgagee, (iii) the purchaser of the interest of the Lessee by assignment in lieu of foreclosure of the Leasehold Mortgage, or (iv) the purchaser of the interest of the Lessee at a foreclosure sale.

Section 23.2 Bankruptcy or insolvency. Without limiting the generality of the provisions of the preceding Section 23.1 of this Article, but subject however, to the rights of the Mortgagee set forth in Article 7, Authority and Lessee agree that in the event any proceedings under the Bankruptcy Code or any amendment thereto be commenced by or against either party, and, if such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event either party is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or

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action to which Authority or Lessee is a party, with authority to take possession or control of the leased premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event of any involuntary assignment prohibited by the provisions of the preceding Section 23.1 of this Article, shall be deemed to constitute a breach of this lease by Lessee, but the same shall not cause Lessee to be disturbed in possession if it is otherwise in substantial compliance with the terms of this lease.

ARTICLE 24

AUTHORITY'S LIABILITY

Section 24.1 General. Notwithstanding anything contained in this lease to the contrary, Authority will be liable for money damages in tort for injuries to or losses of Lessee's property, or personal injury or death to any person, caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Authority while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, and as a result of Post-Lease Releases caused by Authority described herein or exposure thereto. Notwithstanding

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any provision of this Section 24.1 to the contrary, Authority (or Lee County) shall not be liable to Lessee, to the extent that the said penalties, fines, costs of investigation, and remediation and/or legal liability is imputed to Authority (or Lee County) not as a result of its acts or omissions but, rather, by virtue of its ownership of the leased premises and/or its status as the ground landlord of the leased premises.

The following definitions shall apply to this Article 24:

"Post-Lease" means on and after the effective date of this lease.

"Environmental Laws" shall mean all Federal, State, local, and municipal laws, statutes, ordinances, rules, regulations, orders, decrees, or requirements, relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production, and for disposal of hazardous substances, materials, or waste or otherwise pertaining to environmental protection, as now or at any time thereafter in effect.

"Release" means a discharge of a pollutant into the leased premises.

Section 24.2 Airport closure. In the event that the Airport is totally closed to all general aviation aircraft for forty-five (45) consecutive calendar days, then, so long as the Airport remains so closed, the Lessee may, at its option, terminate this lease by providing the Authority with written

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notice of its election to terminate pursuant to this Section, along with the effective date of such termination (which shall be no earlier than the beginning of the closure which gave rise to Lessee's option to terminate).

ARTICLE 25

PUBLIC RECORDS

Lessee is required to comply with the public records laws, including the requirements of Section 119.0701, Florida Statutes (2013), and agrees, to the extent Lessee is acting on behalf of the Authority, to:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to carry out its public functions;
- (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Lessee acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

- (1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001). These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority

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determines could jeopardize airport security if generally known.

- (2) Building Plans - Lessee further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
- (3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions, and information relating to the security systems for any privately-owned or leased property with is in the Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure. Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training, as confidential and exempt from disclosure.

Lessee agrees not to divulge, furnish, or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Lessee's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Lessee hereunder, Lessee shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

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Lessee further agrees to retain and transfer to Authority, at no cost, all public records in its possession on conclusion of the services provided under this lease or termination of this lease. Lessee further agrees to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with the information technology systems of the Authority. Lessee's failure to comply with any valid public records request shall be considered a breach of this lease.

ARTICLE 26

AIRPORT SECURITY REQUIREMENTS

Lessee acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Lessee may need access to these secure areas to complete the work required by this lease. Lessee therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida, by the FAA or any other governmental agency for breaches of security rules and

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regulations by Lessee, its agents, employees, subcontractors, or invitees.

Lessee further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge. Immediately upon the completion of any work requiring airport security access under this lease, or upon the resignation or dismissal of, or conclusion of any work justifying airport security access to, any agent, employee, subcontractor, or invitee of the Lessee, Lessee shall, surrender any Airport Security Identification Badge held by the Lessee or by such agent, employee, subcontractor, or invitee. If Lessee has failed to surrender any such badge to the Authority within five (5) days, the Lessee will be assessed, and pay, a fee for each badge not returned, at the then-current amount set by the Authority for lost badge fees (such fee is currently \$25.00 per lost badge).

ARTICLE 27

MISCELLANEOUS

Section 27.1 Entire agreement. This lease sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties. No agreement to modify this lease will be effective unless in writing and executed by both parties.

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Section 27.2 Recording. At the time of the execution of this lease, the parties consent and agree that it or a memorandum thereof or short form lease may be recorded by Lessee at Lessee's expense in the Lee County Land Records.

Section 27.3 Modification. This lease shall not be changed orally, but only by an agreement in writing executed by all parties hereto, with the same formality as the original lease.

Section 27.4 Estoppel letters. Each party agrees, at any time and from time to time, upon not less than thirty (30) days prior written request by the other party, to execute, acknowledge, and deliver to the requesting party a statement in writing, certifying (a) that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and other charges have been paid in advance, if any; (c) whether there exists any known uncured default on the part of the requesting party, and if so, specifying the same with reasonable particularity; (d) expressing the commencement and termination dates of this lease; and (e) any other matters that may reasonably be requested; it being intended that any such statement delivered pursuant to this Section may be relied upon by prospective purchasers of the requesting party's interest or mortgagees of the requesting

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party's interest or assignees of any mortgage upon the requesting party's interest in the leased premises.

Section 27.5 Releases. In the event of any permitted transfer of Lessee's interest in this lease, the Lessee (and in the case of any subsequent permitted transfers or conveyances, such subsequent grantor) shall be automatically relieved, from and after the date of such transfer or conveyance, of all liability accruing after such permitted transfer with respect to the performance of any covenant, condition, and agreement on the part of Lessee contained in this lease, it being intended hereby that the covenants, conditions, and agreements contained in this lease on the part of the Lessee shall, subject to the aforesaid, be binding on Lessee, its successors, and assigns, only during their respective periods of ownership of the leasehold estate. Notwithstanding the foregoing, Lessee and any subsequent grantor of the leasehold estate will remain liable, even after assignment transfer, or conveyance, for any rent payments or other liabilities which accrued during its tenancy and remain undischarged.

Section 27.6 Successors and assigns. Each and every provision in this lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

Section 27.7 Duties. Any provision of this lease which permits or requires a party to take any particular action shall

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be deemed to permit or require as the case may be, the party to cause such action to be taken.

Section 27.8 Delegation. The delegation of a duty of a party shall not excuse a party from the primary obligation to perform such duty.

Section 27.9 Costs. Unless otherwise provided, each party shall perform its obligations at its own expense.

Section 27.10 Headings. The headings and subdivisions of the Articles and Sections of this lease have been inserted as a matter of convenience and shall not affect the construction of this lease.

Section 27.11 Exhibits. All schedules or exhibits attached to this lease shall be considered a part of this lease.

Section 27.12 Construction. Words denoting one gender include the other gender, the singular includes the plural, the plural includes the singular.

Section 27.13 Authority to sign. Each party hereby severally represents that it has been duly authorized to execute, deliver, and perform this lease through its members, officers, manager, or agents signing on its behalf and affixing any appropriate seal thereto.

Section 27.14 Force majeure. In the event that Authority or Lessee shall be delayed or hindered in or prevented from the performance of any act required hereunder, except for the payment by Lessee of Rent or any other amounts due to Authority, by

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reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, national emergency, acts of God, weather, or other reasons of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided however, that nothing herein shall be construed to extend the term of this lease.

Section 27.15 Notice regarding public entity crimes.

Section 287.133(3)(a) F.S. (1995) may require the Authority to notify Lessee of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

1. Contracting to provide goods or services to a public entity.
2. Submitting a bid on a contract for construction or repair of a public building or public work.
3. Submitting bids on leases of real property to a public entity.
4. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$25,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

Section 27.16 No third party beneficiaries. Nothing

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contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

Section 27.17 Termination under Section 287.135, F.S.

Notwithstanding any provision of this lease to the contrary, Authority will have the option to terminate this lease, in the exercise of its sole discretion, if Lessee is found to have submitted a false certification under Section 287.135 (5), F.S. (2016), or has been placed on either the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Syria or has engaged in "Boycott Isreal" activities as defined in Section 215.4725(1)(a) F.S. (2016), that result in Lessee being added to the Scrutinized Companies that Boycott Israel List, as described in Section 287.135 F.S. (2016).

ARTICLE 28

CIVIL RIGHTS AND TITLE VI

Section 28.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision

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obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 28.2 Compliance with Nondiscrimination

Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the

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Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the

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United States to enter into the litigation to protect the interests of the United States.

Section 28.3 *Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.*

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 28.4 *Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.*

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national

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origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 28.5 Title VI List of Pertinent

Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 29

BROKERAGE COMMISSIONS

Authority and Lessee each represents and warrants to the other that it has not authorized or employed, or acted by implication to authorize or employ, any real estate broker or salesman to act for it in connection with this lease, except for NAI Southwest Florida, Inc. (herein "Broker"), representing Lessee. Authority, Lessee, and Broker agree that in lieu of any commission pursuant to the Authority's "Real Estate Broker Compensation Policy," Authority will pay Broker commission only as follows:

- (A) \$117,487.04, payable within sixty (60) days of the later of:
 - (1) receipt of an invoice from Broker for said amount;
 - or
 - (2) completion of the following:
 - (a) full execution of this lease by both parties;
 - (b) Lessee's payment of the required security deposit to the Authority;

- (c) Lessee's delivery of insurance certificates to the Authority, evidencing Lessee's compliance with the insurance requirements of this lease to the Authority's reasonable satisfaction; and
 - (d) Lessee's waiver of, or satisfaction of, any lease contingencies, including the contingency that neither party terminates this lease, pursuant to Section 2.5 or otherwise, prior to the Date of Beneficial Occupancy.
- (B) \$117,487.04, payable within sixty (60) days of the later of:
- (1) receipt of an invoice from Broker for said amount;
- or
- (2) completion of the following:
 - (a) Lessee's substantial completion of Lessee's Minimum Required Improvements (as defined in Section 5.2 above);
 - (b) issuance of a certificate of occupancy or certificate of completion by Lee County for the Minimum Required Improvements;
 - (c) Lessee's move-in, occupancy of the premises, and opening for business operations at the leased premises; and
 - (d) Lessee's payment of rent for the first full month of operations.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the

KMA
JH

date first above written.

INTREPID AEROSPACE, INC.

(Lessee)

By: [Signature]
as its PRESIDENT

Date: 11/04/2019

WITNESSED:

By: [Signature]
Print name: Santiago Varona

By: [Signature]
Print name: KEVIN S. LAYTON

NAI SOUTHWEST FLORIDA, INC.

(Broker)

By: [Signature]
as its PRESIDENT

Date: 11/4/19

WITNESSED:

By: [Signature]
Print name: Santiago Varona

By: [Signature]
Print name: KEVIN S. LAYTON

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
Board of Port Commissioners

Date: _____

ATTEST:

LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Approved as to Form for the
Reliance of the Lee County
Port Authority only:

By: _____
Port Authority Attorney

EXHIBIT A

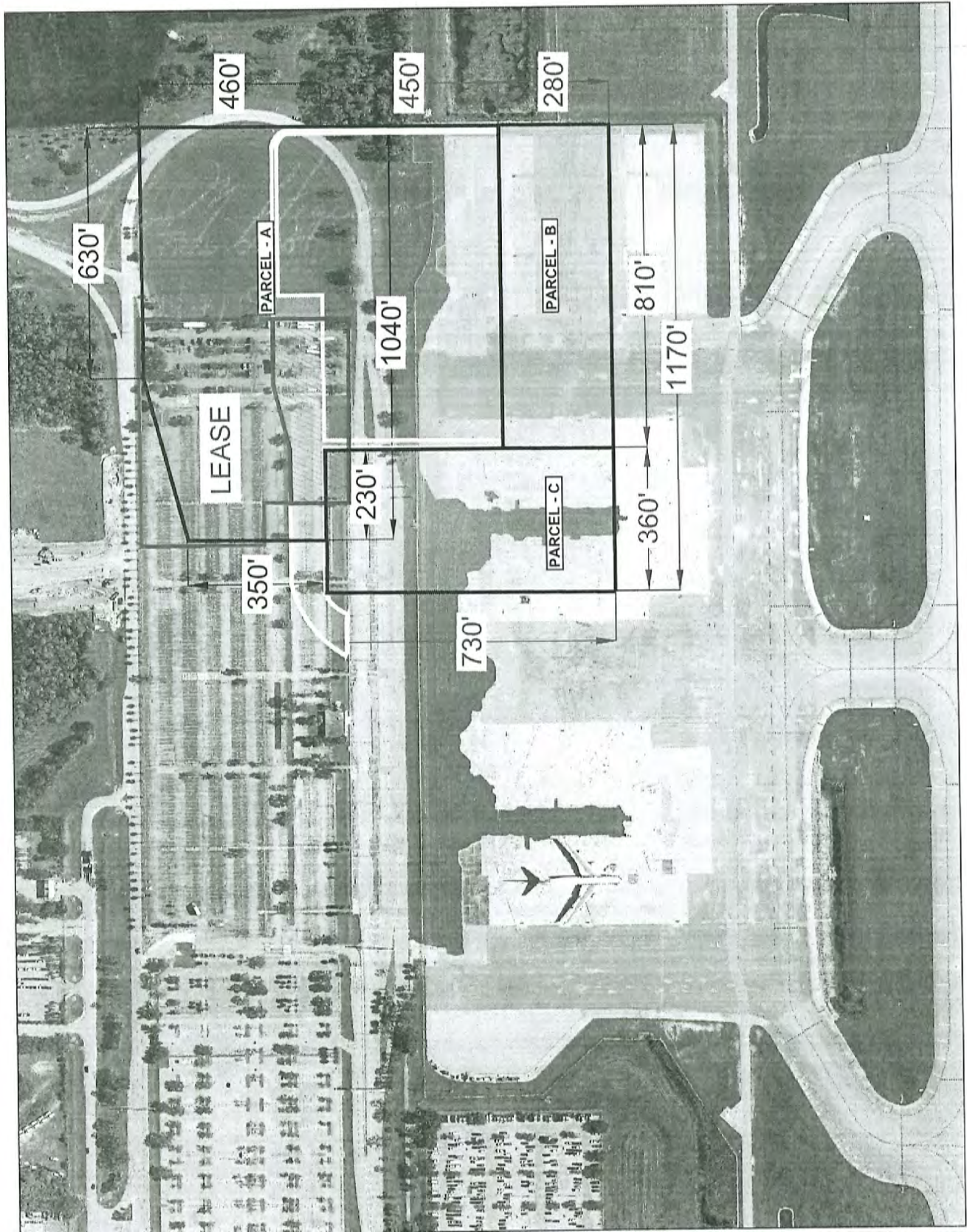


Exhibit B



AIRPORT RATES AND CHARGES October 1, 2019 to September 30, 2020

SIGNATORY AIRLINE CHARGES

Landing Fees - per 1,000 lbs. of Maximum Gross Landed Weight

- \$2.49

Terminal Rental Rate - includes ATO, BSO, ticket counters, kiosks, back offices, operations, curbside check in and bag make up (BMU)

- \$110.54 per sq. ft.

Gate Area (Hold Room) Charge - (approximately 2,821 sq. ft. each preferential gate position)

- \$311,802 per year (billed monthly)
- \$50 per turn if not using own preferential gate/hold room area

Apron Area Charge

- \$128,016 per year (billed monthly)
- \$55 per turn if not using own preferential apron

Jet Bridge

- \$85 per turn if not using own preferential gate

Baggage Area Charges (Bag Claim)

- Total Signatory Annual Requirement (approximately 60,650 sq. ft.) \$6,704,251
- Total requirement to be allocated monthly to the Signatory Airlines based on a 20% fixed charge and a 80% variable charge based on enplanements (**including each respective affiliate**)

Baggage Make Up (BMU)

- If not on a leased BMU unit - \$.75 per seat per turn with a maximum of \$150 per turn

Common Use Terminal Equipment - these charges are for all users of the Port Authority's common use equipment

- \$.50 per seat per turn with a maximum of \$100 per turn

Passenger Aircraft Parking (RON) - Charge for signatory airlines parked off of their preferential use leased gate

- Overnight Fee - \$100 (Except North Ramp)
 - Overnight is defined as the period from 8:00 PM to 6:00 AM

Portable Ground Power Usage (GPU) - Charge for usage of the Port Authority's GPU equipment when aircraft is parked remotely

- \$100 per hour

Employee Parking Lot - Charge for usage of the Employee Parking lot

- Monthly Fee \$15, per RSW badged employee

Commuter Apron Charge - for all Commuter users of the Commuter apron

- All Airlines
 - \$5 per turn for aircraft 12,500 lbs. or less
 - \$15 per turn for aircraft over 12,500 lbs.

Passenger Facility Charge (PFC)

- \$4.50 per enplaned passenger

NON-PARTICIPATING AIRLINE CHARGES

These charges are applicable to all airlines which are not party to our "Airline Airport Use and Lease Agreement" and do not qualify as an "Affiliate" of a "Signatory Airline" which is a party to such agreement

Landing Fees - per 1,000 lbs. of Maximum Gross Landed Weight

- \$2.49

Terminal Rental Rate - includes ATO, BSO, kiosks, back offices, operations and curbside check in

- \$121.59 per sq. ft.

Airport Facility Charge - these charges are for use of the Gate and Baggage Claim areas (includes holdroom). These fees are based on average number of seats per aircraft type.

- \$4.40 per seat per turn (for 1st 31 flights per month)
- \$3.30 per seat per turn (for all flights over 31 flights per month)

Apron Area Charge

- \$66 per turn

Jet Bridge

- \$165 per turn

Baggage Make Up (BMU)

- \$.75 per seat per turn with a maximum of \$150 per turn

Common Use Terminal Equipment - these charges are for all users of the Port Authority's common use equipment

- \$.50 per seat per turn with a maximum of \$100 per turn

Ticket Counter (2 positions)

- \$115 per turn

Curbside Check In (2 positions)

- \$25 per turn

Passenger Aircraft Parking (RON)

- Overnight Fee - \$100 (Except North Ramp)
 - Overnight is defined as the period from 8:00 PM to 6:00 AM

Portable Ground Power Usage (GPU) - Charge for usage of the Port Authority's GPU equipment when aircraft is parked remotely

- \$100 per hour

Employee Parking Lot - Charge for usage of the Employee Parking lot

- Monthly Fee \$15, per RSW badged employee

Commuter Apron Charge - for all Commuter users of the Commuter apron

- All Airlines \$5 per turn for aircraft 12,500 lbs. or less
 \$15 per turn for aircraft over 12,500 lbs.

Passenger Facility Charge (PFC)

- \$4.50 per enplaned passenger

AFFILIATE AIRLINE CHARGES

These charges are applicable to all airlines which are not party to our "Airline Airport Use and Lease Agreement" but which qualify as an "Affiliate" of a "Signatory Airline" which is a party to such agreement

Landing Fees - per 1,000 lbs. of Maximum Gross Landed Weight

- \$2.49

Terminal Rental Rate - includes ATO, BSO, ticket counters, kiosks, back offices, operations and curbside check in

- \$121.59 per sq. ft.

Airport Facility Charge - these charges are for use of the Gate areas (includes holdroom). These fees are based on average number of seats per aircraft type. See attached exhibit for specific aircraft charge.

- \$2.20 per seat per turn (for 1st 31 flights per month)
- \$1.65 per seat per turn (for all flights over 31 flights per month)

Apron Area Charge

- \$55 per turn

Jet Bridge

- \$85 per turn

Baggage Make Up (BMU)

- \$.75 per seat per turn with a maximum of \$150 per turn

Common Use Terminal Equipment - these charges are for all users of the Port Authority's common use equipment

- \$.50 per seat per turn with a maximum of \$100 per turn

Ticket Counter (2 positions)

- \$115 per turn

Curbside Check In (2 positions)

- \$25 per turn

Passenger Aircraft Parking (RON)

- Overnight Fee - \$100 (Except North Ramp)
 - Overnight is defined as the period from 8:00 PM to 6:00 AM

Portable Ground Power Usage (GPU) - Charge for usage of the Port Authority's GPU equipment when aircraft is parked remotely

- \$100 per hour

Employee Parking Lot - Charge for usage of the Employee Parking lot

- Monthly Fee \$15, per RSW badged employee

Commuter Apron Charge - for all Commuter users of the Commuter apron

- All Airlines \$5 per turn for aircraft 12,500 lbs. or less
 \$15 per turn for aircraft over 12,500 lbs.

Passenger Facility Charge (PFC)

- \$4.50 per enplaned passenger

OTHER AIRLINE CHARGES

Cargo Apron Parking Position Fee - for all cargo carrier aircraft (or associated equipment)

- 1st 6 hours of fraction thereof \$48
- Each additional hour or fraction thereof \$6
- Maximum amount per 24 hour period \$100 (for aircraft 12,500 lbs. or less)
- Maximum amount per 24 hour period \$275 (for aircraft exceeding 12,500 lbs.)
- Cargo equipment in position area \$275

North Ramp Remote Parking Fees - Charge for aircraft parking on the North Ramp (at former Terminal site)

- Daily rate \$150 (per aircraft, per day, for the period from 12:01 AM to 11:59 PM, or any portion thereof)

Cargo Landing Fee - per 1,000 lbs. of Maximum Gross Landed Weight

- \$2.49

Cargo Building Rate - for all tenants using the Port Authority's cargo/freight building

- \$15 per sq. ft.

Air Stair Fee - Charge for usage of the Port Authority's Air Stair equipment when aircraft is parked remotely

- Daily rate \$50 (per aircraft, per day, for the period from 12:01 AM to 11:59 PM, or any portion thereof)