



**SARASOTA BRADENTON INTERNATIONAL AIRPORT  
GENERAL BUILDING & GROUND LEASE**

Lessee  
**UNIPAK AVIATION LLC**

Authority  
**SARASOTA MANATEE AIRPORT AUTHORITY**

Date of Execution: 3-22-21  
Initial Term: 4-1-2021 to 3-31-2031

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## GENERAL BUILDING & GROUND LEASE

THIS LEASE made and entered into this 22<sup>ND</sup> day of MARCH 2021 by and between the SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate (hereinafter referred to as the "Authority"), and UNIPAK AVIATION LLC, a New York limited liability company (hereinafter referred to as the "Lessee").

### WITNESSETH:

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport located in the Counties of Sarasota and Manatee, State of Florida, hereinafter called the "Airport"; and

WHEREAS, the Authority owns certain real property upon and around the Airport located in Sarasota and Manatee Counties; and

WHEREAS, the Authority is desirous of leasing to Lessee and Lessee is desirous of leasing from the Authority, upon the terms and conditions herein contained, certain real property upon which certain buildings and improvements currently exist.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties enter into this lease (hereinafter referred to as "Lease") and agree as follows:

### ARTICLE 1

#### Premises

##### 1.1 Premises

Lessee hereby agrees to lease from the Authority real property (herein referred to as the "Premises") located at 8323 Lindbergh Ct., Sarasota, FL and further legally described in Exhibit A of this Lease. The Premises are located within Parcel ID 2023110006 in Manatee County. The Premises are leased to Lessee in As Is condition, without representation or warranty by Authority except as it otherwise specifically set forth herein.

ARTICLE 2  
Uses and Restrictions

The Premises shall be used solely by the Lessee for FAA/EASA component repair facility and light manufacturing. No other uses of the Premises are permitted.

ARTICLE 3  
Term

3.1 Initial term

This Lease shall begin upon April 1, 2021 ("Commencement Date"). However, rent shall commence upon January 1, 2022 ("Rent Commencement Date.") No rent shall be payable prior to the Rent Commencement Date. The term of the Lease shall extend 10 years from the Commencement Date. From time to time this lease refers to a "lease year." The first "lease year" is the 12-month period commencing on the Commencement Date, and all other lease years follow consecutively thereafter. Although there is no rent payable prior to the January 1, 2022, Lessee shall be responsible to pay any real estate tax and non ad valorem taxes attributable to the Premises beginning with the Commencement Date.

The initial 30 days following the Commencement Date shall constitute the Permit Approvals Period. If Lessee has not obtained the governmental approvals and permits that it requires for its intended use, Lessee may terminate the Lease upon written notice to Authority given no later than the 30<sup>th</sup> day following the Commencement Date. If Lessee fails to terminate within this 30-day period, the contingency is waived.

ARTICLE 4  
Payments

4.1 Rent for the Term

The rent due throughout the term of the Lease shall be paid by Lessee in equal monthly installments, in advance on or before the first (1<sup>st</sup>) day of each and every month commencing on the Rent Commencement Date. Rent shall be payable in the amounts described on attached Exhibit C.

#### 4.3 Failure to Pay Rentals, Fees or Charges

In the event the Lessee fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by the Authority. If Lessee's payment of any monthly installment of rent arrives after the tenth day of the calendar month in which such installment is due, Lessee shall owe to Authority, in addition to such installment of rent, a late fee equal to five percent (5%) of such monthly installment. Such late fee shall be considered as additional rent hereunder and shall become due and payable as of the eleventh day of such calendar month, with or without notice or demand by Authority.

Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Lease for default in the payment of fees, charges, and payments due to the Authority pursuant to this Lease, or from enforcing any other provisions contained herein or implied by law.

#### 4.4 Service Charge for Worthless Check

In the event Lessee delivers a worthless check or draft to the Authority in payment of any obligation arising under this Lease, Lessee shall incur a service charge of Twenty Dollars (\$20.00) or five (5) percent of the face amount of such check, whichever is greater; or, if Florida Statute §832.07 is amended, such other fee as shall be set by said statute.

#### 4.5 Revenue Reports and Payments

The Lessee shall pay all rents, fees, charges and billings required by this Lease to the following address:

Sarasota Manatee Airport Authority  
6000 Airport Circle  
Sarasota, Florida 34243

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

### ARTICLE 5 Security for Payment

#### 5.1 Security Options

To provide security for the rents, fees, charges, obligations and performance required hereunder, Authority requires that a tenant comply with either of the following two (2) options:

- A. Post with Authority a surety bond to be maintained throughout the term of this Lease in an amount equal to six months' rental payment under the terms of this Lease. The amount of the surety bond shall be increased as rental payments are increased. Such bond shall be issued by a surety company acceptable to the Authority and authorized to do business in the State of Florida and shall be in the form and content acceptable to the Authority; or
- B. Deliver to Authority an irrevocable letter of credit drawn in favor of the Authority upon a bank which is satisfactory to the Authority and which is authorized to do business in the State of Florida. Said irrevocable letter of credit shall be in an amount equal to six months' rental payment under the terms of this Lease, shall be kept in force throughout the term of this Lease, and shall be in the form and content acceptable to the Authority. As the rental payment is increased the amount of the irrevocable letter of credit shall similarly increase.

Thirty (30) days prior to the commencement of each year of the term, Lessee may request in writing that the requirement(s) contained in Article 5.1 A. or B. above, be waived for the subsequent year. Provided that Lessee is not in default and has been timely in remittance of all rental payments due for the preceding twelve (12) months, said request shall not be unreasonably withheld. Timely shall be defined herein as having no instance where the rent due was in arrears thirty (30) days or more. Thereafter, in accordance with the aforementioned terms and conditions, Lessee shall be entitled to request said waiver annually. If at any time, Lessee shall become delinquent in its payments due, Authority shall have the right to reinstate the security for payment requirement upon ten (10) days' written notice from the President/CEO.

## 5.2 Satisfactory Performance

The refund of the surety bond or irrevocable letter of credit required pursuant to this Article shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Lease and any extension thereof.

## ARTICLE 6

### Obligations of the Lessee

The Lessee shall:

- A. Conduct its operation hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to



others at the Airport or around the Premises.

- B. Control, within reason, the conduct, demeanor and appearance of its employees, invitees, and of those doing business with it and, upon objection from the Authority concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.
- C. Remove from the Premises or otherwise dispose of in a manner approved by the President/CEO of the Airport all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. Any such debris or waste which is temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, made of metal and equipped with tight-fitting covers and designed to safely and properly contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste.
- D. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises.
- E. Not create nor permit to be caused or created upon the Airport or the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.
- F. Not do or permit to be done anything which may interfere with effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.
- G. Not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
- H. Not do or permit to be done any act or thing upon the Premises:
  - 1. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or

2. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.
- I. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the Lessee's working requirements. Any such liquids having a flash point of less than 110 degrees F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- J. Provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility.
- K. Pay all applicable sales taxes due in connection with this Lease including but not limited to Florida sales tax on rentals; and ad valorem taxes and any other taxes or assessments against the Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the leased Premises or a direct liability on the part of the Authority. This Lease shall be a net lease with the Authority receiving rentals free of any indebtedness, encumbrances or liens of any nature whatsoever.

## ARTICLE 7

### Default and Termination Rights of the Authority

#### 7.1 Events of Default

The occurrence of any of the following events shall constitute a default of this Lease:

- A. Lessee's failure to pay the rent, or any other sums payable hereunder for a period of ten (10) days after written notice by the Authority;
- B. Lessee's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of ten (10) days after written notice by the Authority;
- C. The bankruptcy of Lessee;
- D. Lessee making an assignment for the benefit for creditors;
- E. A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;
- F. Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

- G. Lessee's vacating or abandoning the Premises;
- H. Lessee's interest under this Lease being sold under execution or other legal process;
- I. Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- J. Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;
- K. Lessee's failure to comply with its environmental obligations, any laws, programs or audits promulgated by the Authority or applicable regulatory agencies which may be revised from time to time.
- L. Noncompliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.
- M. Failure to obtain a certificate of occupancy for the Improvements prior to March 1, 2001 unless such failure is occasioned by Authority's breach of this Lease.

## 7.2 Remedies

In the event of any of the foregoing events of default, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

- A. Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of Lessee at such rent and under such terms and conditions as the Authority may deem best under the circumstances for the purpose of reducing Lessee's liability. The Authority shall not be deemed to have thereby accepted a surrender of the Premises, and Lessee shall remain liable for all rent, or other sums due under this Lease and for all damages suffered by the Authority because of Lessee's breach of any of the covenants of the Lease.
- B. Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end.

- C. Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

### 7.3 Additional Provisions

No re-entry or retaking possession of the Premises by the Authority shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to the Authority hereunder or of any damages accruing to the Authority by reason of the violations of any of the terms, provision and covenants herein contained. The Authority's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as the Authority's waiver of such event of default. No forbearance by the Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that the Authority may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by the Authority following repossession.

### 7.4 Waiver of Jury Trial

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of the Authority and Lessee, Lessee's use or occupancy of the Premises and/or building, and/or claim or injury or damage.

### 7.5 Time of the Essence

Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, the Authority may declare Lessee to be in default of such Lease.

## ARTICLE 8

### Maintenance and Repair

8.1 Maintenance by Lessee. It is the intention of the parties that Lessee shall be responsible for all maintenance and repair of the Premises and the improvements located thereon except as to those matters imposed upon Authority in section 8.2 below. Without limitation, Lessee shall maintain the parking lot; utility lines, connections, and facilities; all landscaping; doors, windows, plumbing, and electrical, mechanical, air conditioning, the interior of the building; and all alterations to the building made by Lessee, in a clean and sightly condition, in good and substantial repair. Lessee will perform HVAC maintenance annually and maintain at its expense an air conditioning servicing agreement with a licensed air conditioning company. Lessee will clean the exterior building from mildew, staining, dirt, and cobwebs as needed. If the Lessee fails to perform Lessee's maintenance responsibilities, the Authority shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Authority has first, in any situation not involving an emergency, by written notice to Lessee, afforded Lessee a period of thirty (30) days within which to correct the failure. All costs incurred by the Authority in performing the Lessee's maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by Lessee within ten (10) days of receipt of billing therefore.

8.2 Maintenance by Authority. Authority shall be responsible for maintaining the roof and exterior walls in good, watertight condition. At the time of execution of this Lease Authority is in the process of having the roof of the existing building replaced, and having the roof top HVAC units replaced. Authority will work promptly to have the roofing and HVAC work completed so that the HVAC system shall be in good working order for Lessee. The HVAC units come with a five year warranty. Once the roof is completed, all maintenance, repairs and modifications below the roof curb and filters will be performed by Lessee. Authority shall maintain the HVAC units and conduct the necessary inspections for the initial five years following the installation. Thereafter, all repair, maintenance and replacement shall be the obligation of Lessee, who agrees to perform regular maintenance and inspections. At the Commencement of the Lease Authority will provide the Premises with the electrical system and plumbing systems in good operating condition. Lessee shall be responsible for all maintenance, repair or replacement of electrical and plumbing systems. If repair to the plumbing below the slab is needed, Authority shall be responsible for repairs. However, Lessee is responsible for repair or replacement of all alterations or additions that it makes to the Premises.

## ARTICLE 9

## Alterations and Improvements

### 9.1 Written Consent

Lessee shall make no alterations or improvements to the Premises without the prior written consent of the Airport's President or designated representative.

### 9.2 Conditions

If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply

:

- A. Lessee shall obtain all required permits and licenses duly necessary and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city or the Authority, including but not limited to the Tenant Work Permit obtained from the Authority.
- B. Prior to any construction within the Premises, the general contractor must be approved by the Authority, and such general contractor will be required to execute an indemnification agreement in favor of the Authority, and to provide evidence of insurance satisfactory to the Authority (in at least the same amounts and form required for Lessee). It shall be the responsibility of the general contractor to make sure that all subcontractors have any required workmen's compensation coverage.
- C. Lessee shall advance an estimate of costs necessary to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of the Authority to authorize said alterations or improvements.
- D. Lessee shall post with the Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to the Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies and cost estimate errors.
- E. Lessee covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements.
- F. Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and

any improvements, equipment or display within the Premises in a good state of repair and preservation. It is provided that Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents or employees. The Authority shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business. Lessee agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Lessee of its personal property, trade fixtures, or signs.

## ARTICLE 10

### Title to Improvements

All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon the Premises shall become the property of the Authority and shall remain on the Premises unless otherwise agreed to in writing. Title to all personal property, furnishings and trade fixtures shall be and remain with Lessee and may be removed from the Premises at any time, provided Lessee is not then in default thereunder, and further provided Lessee exercises care in the removal of same and repairs any damage to the Premises caused by said removal.

## ARTICLE 11

### Construction Lien

The Authority's interest in the Premises shall not be subjected to any construction, mechanics, materialman's, tax, laborer's or any other lien, whether the Authority has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless the Authority and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien.

## ARTICLE 12

### Utilities

Electricity, water, sewer and telephone service will be available to the Premises at the Commencement of the Lease. Lessee shall make all provisions it deems necessary for connection to necessary utilities and shall pay the full cost and expense for installation and use of all said utilities. All such utilities shall be segregated by a separately metered account in Lessee's name and the

Authority shall not be responsible for payment of any fees or deposits for utility service.

## ARTICLE 13

### Ingress and Egress

#### 13.1 Use of Streets

The Lessee, its contractors, suppliers of material and furnishers' of services, shall have the right of ingress and egress to the Premises via appropriate public way, including Lindbergh Court and the cul de sac at the rear of the Premises to be used in common with others, provided that the Authority may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available. Lessee shall take not action that unreasonably interferes with the use of Lindbergh Court or the cul de sac by other authorized users.

#### 13.2 Road Closures

The Authority may at any time temporarily or permanently close or consent to or request the closing of any such roadway, and any other area at the Premises presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in 13.1 above is concurrently made available to the Lessee. The Lessee hereby releases and discharges the Authority, its successors and assigns, of and from any and all claims, demands or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that the Authority makes available to the Lessee a means of ingress and egress reasonably equivalent to that provided in 13.1 above.

## ARTICLE 14

### Taxes, Permits, Licenses

In addition to those obligations set forth in Article 6, Lessee shall bear, at its own expense, all costs of operating its equipment and business including any and all taxes assessed against the operation of the business and any sales, use or similar taxes levied or assessed on any payments made by Lessee hereunder. Lessee shall bear all cost of obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to the Authority.



## ARTICLE 15

### Insurance

Lessee shall provide, pay for, and maintain with insurance carriers rated A or better by Best's, the types of insurance described herein. All insurance shall be from responsible companies approved by the Authority and authorized to do business in the State of Florida. All liability insurance policies of the Lessee required herein shall provide a severability of interest provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. The required policies of insurance shall be performable in Sarasota and Manatee Counties, Florida, and shall be construed in accordance with the laws of the State of Florida.

All certificates shall provide that thirty (30) days' prior written notice, by registered or certified mail, shall be given the Authority of any cancellation, intent not to renew, reduction in the policies' coverages, or other material alteration. In the event of a reduction in any aggregate limit, the Lessee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, the Lessee shall promptly authorize and have delivered such statement to the Authority. The Lessee shall make up any impairment when known to it. The Lessee authorizes the Authority to confirm all information furnished the Authority, as to compliance with the insurance requirements herein, with the Lessee's insurance agents, brokers, and insurance carriers. All insurance coverages of the Lessee shall be primary as regards any insurance or self-insurance program carried by the Authority.

The acceptance of delivery by the Authority of any certificate of insurance evidencing the Lessee's insurance coverages and limits does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein.

The certificates of insurance, or other evidence, must be filed with and approved by the Authority prior to any activity being performed at the Airport by the Lessee.

The insurance coverages and limits required of the Lessee are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Lessee. The Lessee alone shall be responsible for the sufficiency of its own insurance program.

Lessee and the Authority understand and agree that the limits of the insurance herein required may become inadequate based on Lessee's activities and industry practices, and Lessee agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from the Authority.

If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

Sarasota Manatee Airport Authority  
Attention: Senior Vice President Real Estate Development & Properties  
6000 Airport Circle  
Sarasota, Florida 34243

Renewal Certificates of Insurance shall be provided to the Authority a minimum of thirty (30) days prior to expiration of current coverages.

The Authority may terminate or suspend this Lease should at any time the Lessee fail to provide or maintain: (1) the insurance coverages required in this Lease, or (2) an acceptable self-insurance program evidenced by documentation acceptable to the Authority, or a surety bond from a corporate surety authorized to do business in the State of Florida, acceptable to the Authority, guaranteeing the Lessee's financial responsibility in complying with the general insurance requirements of this Lease. Such bond shall be in the amount of One Million Dollars (\$1,000,000) and protect the Authority from any claims, debts, demands, liabilities, or causes of action as well as the cost of defense including attorneys' fees, and other fees, costs, and expenses resulting from the operations of Lessee under this Lease.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

1. Workers' Compensation and Employers' Liability insurance in accordance with the statutes and regulations of the State of Florida including Employers Liability. Limits shall not be less than:

Workers' Compensation	Florida Statutory requirements
Employers' Liability	\$500,000 limit each accident \$500,000 limit disease aggregate \$500,000 limit disease each employee

2. All Risk Property Insurance All Risk or Causes of Loss - Special Form property insurance, including fire and extended coverage, sprinkler leakage, vandalism, malicious mischief, wind and/or hurricane coverage and earthquake and flood coverage, covering full replacement value of all of Lessee's personal property, trade fixtures and improvements in the Premises. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
  
3. Commercial General Liability insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations.  
 Limits of coverage shall not be less than:  
 \$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,  
 OR  
 \$1,000,000 each occurrence and aggregate for liability associated with all operations under this specific lease. The aggregate limits shall be separately applicable to this lease.
  
4. Automobile Liability Insurance shall be maintained by the Lessee as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on the Authority's premises with limits of not less than:  
 Bodily Injury Liability                      \$1,000,000 limit each person/\$1,000,000 limit each accident  
 Property Damage Liability                \$1,000,000 limit each accident  
 OR  
 Bodily Injury and                              \$1,000,000 Combined Single Limit each occurrence  
 Property Damage Liability
  
5. Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of liability required, shall not be less than \$1,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$500,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

The Sarasota Manatee Airport Authority shall be named as additional insured on all insurance policies as required above and the risk and liability policies shall contain a waiver of subrogation in favor of the Authority.

Throughout the Lease Term, Authority agrees to maintain (i) fire and extended coverage insurance, and, at Authority's option, earthquake damage coverage, terrorism coverage, wind and hurricane coverage, and such additional property insurance coverage as Authority deems appropriate, on the insurable portions of building and the remainder of the Premises ("All Risks Insurance"). The cost of Authority's All Risks Insurance shall be reimbursed by Lessee to Authority in equal monthly payments together with the base rent.

Lessee shall look to Lessee's insurance for loss or damage to Lessee's property and shall release Authority from responsibility for loss or damage to personal property, fixtures or alterations made by Lessee, no matter how caused, including negligence, and waives any right of recovery which might otherwise exist on account thereof. Any fire, extended coverage or property insurance policy maintained by Lessee with respect to the Premises shall contain a waiver of subrogation provision or endorsement in favor of Authority.

## ARTICLE 16

### Indemnification

Lessee agrees to protect, defend, reimburse, indemnify and hold the Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against or from the Authority by reason of any damage to property or the environment (including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future) or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Lessee's performance under this Lease, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of the Lessee or any breach of the terms of this Lease. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the

termination of this Lease. Compliance with the insurance requirements as attached hereto shall not relieve Lessee of its liability or obligation to indemnify the Authority as set forth in this Article.

## ARTICLE 17

### Compliance with Laws, Regulations, Ordinances, Rules

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, Authority or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority, or as noted in Sections 107 and 108 of the Federal Aviation Regulations. In addition to other remedies provided hereunder, any violation of Airport procedures regarding security or of Sections 107 or 108 shall subject Lessee to an administrative damages payment of five hundred dollars (\$500.00) (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars (\$1,000) per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Federal Aviation Administration upon Authority as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice or this Lease shall be terminated by the Authority.

## ARTICLE 18

### FAA Approval

This Lease may be subject to approval of the Federal Aviation Administration. Authority shall promptly submit this Lease to the FAA for approval. If the FAA has not approved this Lease within 15 days of full execution of this Lease, either party may rescind the Lease by providing written notice.

ARTICLE 19  
Environmental Regulations

19.1 Environmental Representations

Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the Authority, upon which the Authority expressly relies that:

- A. Lessee is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- B. Lessee agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- C. Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- D. Lessee, its employees, agents, contractors, and all persons working for, or on behalf of Lessee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- E. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises, except in compliance with all applicable governmental regulations and requirements.

F. Lessee shall provide the Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

G. Lessee agrees to cooperate with any investigation, audit or inquiry by the Authority or any governmental agency regarding possible violation of any environmental law or regulation.

19.2 Generator of Hazardous Waste

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

19.3 Inventory List

Provisions shall be made by Lessee to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by the Authority officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

19.4 Notification and Copies

Notification of all hazardous waste activities by Lessee shall be provided on a timely basis to the Authority or such other agencies as the Authority may from time to time designate. Lessee agrees that upon requests of the Authority a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to the Authority and to such state and county officials as are designated by the Authority, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by the Authority.

Lessee agrees to provide the Authority copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days prior to their required submittal to regulation agencies having

jurisdiction over such matters.

19.5 Violation

- A. If Authority receives a notice from any governmental entity asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if Authority otherwise has reasonable grounds upon which to believe that such a violation has occurred, Authority shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Authority. The Site Reviewers shall perform such tests on the Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event Authority conducts testing due to information other than a notice of violation from a governmental authority, and the testing does not reveal any contamination arising out of Lessee's use or occupancy of the Premises, Authority agrees to bear all costs associated with the testing.
- B. If Lessee receives a Notice of Violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to the Authority within twenty-four (24) hours of receipt by the Lessee or Lessee's agent. Violation of any part of the provisions of this Article or disposition by Lessee of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease if not cured within thirty (30) days of receipt of notice from the Authority shall be grounds for termination of this Lease, and shall also provide the Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease.

ARTICLE 20

Federal Storm Water Regulations

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said



regulations as applicable to its property and use.

Notwithstanding any other provisions or terms of this Lease, including the Lessee's right to quiet enjoyment, the Authority and Lessee both 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 it may be necessary 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."

The Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Authority'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 for analysis of such samples for contamination; preparation of storm water pollution prevention or similar plans; implementation of Best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify the 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 the Authority with timely written notice that it disputes such storm water discharge permit requirements, the 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.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet any and all deadlines that may be imposed on it.

The Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

The 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. If such a breach is material, and, if of a continuing nature, the Authority may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in the Authority's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials.

All such remedies of the Authority with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee or by Lessee's employees, invitees, suppliers or service or providers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

## ARTICLE 21

### Environmental Inspection

#### 21.1 Environmental Inspection at Commencement of Lease term

Authority has obtained an environmental assessment on the Premises by Enviro-Audit and Compliance Inc. and has provided a copy of the report to Lessee to establish a base line indicating the current condition of the Premises ("Base Line Environmental Report").

#### 21.2 Environmental Inspection at End of Lease term

Within the last 60 days of the Lease or after Lease termination Authority shall have the right to have an environmental inspection performed to determine the status of any hazardous substances or hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde and radon gas existing on the Premises or

whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

Lessee hereby expressly agrees to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration from Authority to legally support this indemnification agreement. This provision of the Lease shall survive termination of the Lease; provided however that Lessee's obligations hereunder shall not apply to any matter not arising out of, or incident to or in connection with Lessee's activities under this Lease.

With regard to any contamination caused by Lessee or arising by reason of Lessee's use or occupancy of the Premises, Lessee shall immediately take such action as is necessary to clean up and remediate the Premises at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If the Authority is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the Authority.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the Authority, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to the Authority.

Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Premises caused by Lessee or occurring by reason of Lessee's use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of

contamination.

## ARTICLE 22

### Storage Tanks

Lessee agrees that it will not have any underground or above ground storage tanks on the Premises unless specifically authorized in writing by Authority. If any tank is authorized by Authority, Lessee covenants and agrees that it will comply with all regulations concerning the installation, operation, maintenance and inspection of both aboveground and underground storage tanks ("Tanks") including financial responsibility requirements.

## ARTICLE 23

### Americans with Disabilities Act

Lessee shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM).

## ARTICLE 24

### Affirmative Action

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## ARTICLE 25

### Nondiscrimination

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise

subjected to discrimination in the use of Airport facilities; and (2) that Lessee shall use the Airport Premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Lease.

## ARTICLE 26

### Disadvantaged Business Enterprise

Lessee shall comply with the Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

Lessee will include the provisions of this Article in any authorized subleases and cause sublessees to similarly include such provisions in further subleases.

## ARTICLE 27

### Rights Reserved to the Authority

Rights not specifically granted to the Lessee by this lease are expressly and independently reserved to the Authority. The Authority expressly reserve(s) the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

## ARTICLE 28

### Right to Entry

The Authority, through its Airport President/CEO, shall have the right to request from Lessee and to be provided entry to the Premises assigned herein to Lessee for the purposes and to the extent

necessary to protect the Authority's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, provided such inspection does not unreasonably interfere with Lessee's business operations, and to check Lessee's compliance with the terms of this Lease.

ARTICLE 29  
Right of Flight

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 real property owned by the Authority, 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 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 further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

ARTICLE 30  
Property Rights Reserved

This Lease shall be subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

## ARTICLE 31

### Signs

#### 31.1 Written Approval

Except with prior written approval of the Authority, which may be withheld at the Authority's sole discretion, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises. Authority has reviewed and approved the signage that is described in the Plans.

#### 31.2 Removal

Upon the expiration or termination of the Lease, the Lessee shall remove, obliterate or paint out, as the Authority may direct, at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of the Lessee to remove, obliterate or paint out each and every sign or advertising and to so restore the Premises, the Authority may perform the necessary work and the Lessee shall be bound to pay these costs to the Authority.

## ARTICLE 32

### Quiet Enjoyment

The Authority covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the demised Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

## ARTICLE 33

### Casualty

In the event of the total destruction of the improvements on the Premises or such substantial partial destruction thereof as will cause the entire Premises to be unfit for the aforesaid use by fire or otherwise, this Lease will terminate and the rights of all parties hereunder will cease except such rights and liabilities as may have accrued to the time of such destruction. In the event of a partial destruction of the Premises by fire or otherwise, the annual rent due under this Lease will abate for that portion of the Premises rendered untenable. Any abatement in the annual rent will continue only for such period of time as the Premises or a portion thereof is rendered untenable. Authority shall have the option to either repair the damaged improvements or to provide written notice of

termination of the Lease in the event of a casualty. If the damage to the Premises cannot reasonably be restored within 120 days, either party may terminate the Lease by giving written notice to the other within 30 days of the date of the casualty.

#### ARTICLE 34

##### Rent a Separate Covenant

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

#### ARTICLE 35

##### Assignment

Lessee shall not assign this Lease, either in whole or in part, without prior written consent of the Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of the Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. The Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

#### ARTICLE 36

##### Corporate Tenancy

If Lessee is a corporation, the undersigned officer of Lessee hereby warrants and certifies to the Authority that Lessee is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Authority. The undersigned officer of Lessee hereby further warrants and certifies to the Authority that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. The Authority, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, attached hereto as Exhibit B and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If Lessee



is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Lessee represents that the majority ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in Gary L. Barwick, Steven R. Barwick, Robert D. Barwick, or members of his, her or their immediate family, or in a corporation in which the majority of the stock is owned by them. If there shall occur any change in the majority ownership of and/or power to vote the majority of the outstanding capital stock of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the Authority, then this change shall constitute an assignment of lease which will require the written consent of the Authority, which consent shall not unreasonably be withheld. Lessee shall have an affirmative obligation to notify immediately the Authority of any such change.

#### ARTICLE 37

##### Eminent Domain

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against the Authority but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be. Lessee may seek business damages, but all other types of condemnation damages are reserved to Authority.

#### ARTICLE 38

##### Surrender of Premises

Lessee shall surrender up and deliver the leased Premises to the Authority upon termination of this Lease in the same condition as existed at the commencement of the Lease, ordinary wear and tear excepted. Provided the Lessee is not in violation of any of the terms and conditions herein or in default in the payment of rents, fees and any charges required under this Lease, Lessee, at the termination of this Lease, shall remove all of its personal property from the Premises forthwith. Failure on the part of Lessee to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to the Authority for whatever disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property shall be borne by the Lessee.

#### ARTICLE 39

#### No Acceptance of Surrender

No act or thing done by the Authority or the Authority's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

#### ARTICLE 40

##### Personal Property

Any personal property of Lessee or of others placed in the leased Premises shall be at the sole risk of the Lessee or the owners thereof, and Authority shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from Authority for such damage, destruction or loss.

#### ARTICLE 41

##### Applicable Law and Venue

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota or Manatee County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12<sup>th</sup> Judicial Circuit Court in and for Sarasota or Manatee County.

#### ARTICLE 42

##### Attorney's Fees and Costs

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

#### ARTICLE 43

##### Invalidity of Clauses

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

## ARTICLE 44

### Notices and Communications

All notices or other communications to the Authority or to the Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

#### TO AUTHORITY:

Sarasota Manatee Airport Authority  
Sarasota Bradenton International Airport  
6000 Airport Circle  
Sarasota, Florida 34243

#### TO LESSEE:

Unipak Aviation Lease  
8123 Lindbergh Court  
Sarasota, FL 34243

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

## ARTICLE 45

### Subordination of Bond Resolution

This Lease and all rights of Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure Bond financing. This Lease is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Authority. Authority may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Lessee's rights under this. Conflicts between this Lease and the Bond Resolution shall be resolved in favor of the Bond Resolution.

## ARTICLE 46

### Federal Right to Reclaim

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate and the Authority shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

## ARTICLE 47

### Relationship of the Parties

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

## ARTICLE 48

### Authority's Right to Park

Authority has been parking trucks on a portion of the Premises, and it is Authority's intention to find another location for the trucks and cause their removal from the Premises. Authority will take action to remove the trucks and will complete the removal within the first six months of the Lease.

## ARTICLE 49

### Miscellaneous

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease, and instruments or documents relating to same, shall be construed under Florida law. This Lease represents the complete Lease between the parties and any prior Leases or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the parties hereto.

## Article 50

### Park Covenants

The leased Premises are located within an area referred to as SRQ Aviation Parke of Commerce. ("Commercial Park"). Lessee agrees to comply with the Declaration of Performance and Development Standards adopted by Authority in connection with the Commercial Park in which the leased premises are located. All construction must be in accordance with the Declaration. Authority reserves the right, but not the obligation, to add additional lands to the Commercial Park..

## Article 51

### Common Area Maintenance Charges

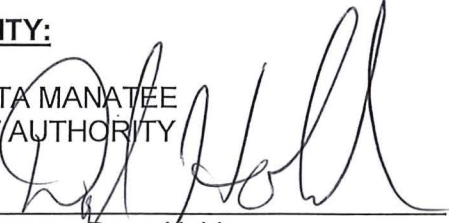
Within the Commercial Park in which the Premises are located there are common areas that will

require maintenance, repair, and replacement. Such common area expenses may include maintenance, repair and replacement of roadways, sidewalks, drainage and retention systems, easements, lighting, landscaping, signage, and security; expenses relating to compliance with DRI requirements or other governmental requirements; insurance or ad valorem taxes, on any common areas maintained by the Authority; administrative, surveying, engineering or other professional fees incurred in connection with operation, maintenance, repair or replacement of the common areas. It is intended that such common expenses shall include any expenses that are reasonably related to the improvements within the Commercial Park or serving the Commercial Park. Lessee shall pay common area maintenance charges monthly in the amounts shown on Exhibit C commencing on the Commencement Date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**AUTHORITY:**

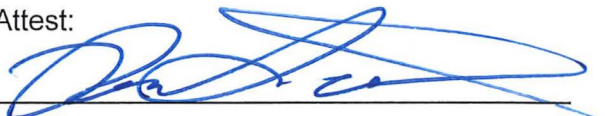
SARASOTA MANATEE  
AIRPORT AUTHORITY

BY:   
Printed Name: Doug Holder  
Title: Chairman

**UNIPAK AVIATION LLC**

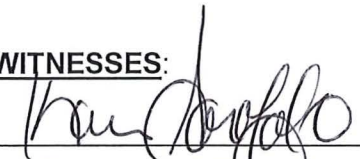
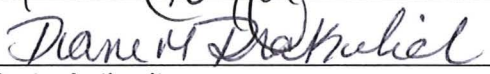
  
BY: Robert A. Rist  
Printed Name:  
Title: Chairman and Chief Executive Officer


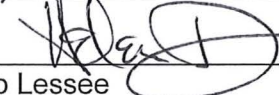
Attest:



As its President

**WITNESSES:**

  
  
As to Authority

  
  
As to Lessee

Approved as to form and legality:

\_\_\_\_\_  
Legal Counsel for Authority

6079260.v3

## EXHIBIT A

### LEGAL DESCRIPTION OF LEASE PARCEL FOR UNIPAK AVIATION LLC

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N00°32'17"E ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 1142.18 FEET; THENCE S89°27'43"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 683A (FIFTEENTH STREET EAST), THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1095.92 FEET, AN ARC LENGTH OF 505.90 FEET, A DELTA ANGLE OF 26°26'56", AND CHORD OF S12°41'11"E 501.42 FEET FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG PROPOSED RIGHT-OF-WAY LINES THE FOLLOWING SEVEN (7) COURSES: 1) N64°05'21"E 249.83 FEET. 2) CURVE TO THE LEFT, RADIUS 440.00 FEET, ARC LENGTH 245.12 FEET, DELTA ANGLE 31°55'08" AND CHORD N48°07'47"E 241.96 FEET. 3) N32°10'13"E 227.33 FEET. 4) CURVE TO THE RIGHT, RADIUS 32.00 FEET, ARC LENGTH 45.87 FEET, DELTA ANGLE 82°07'31" AND CHORD N73°13'59"E 42.04 FEET. 5) S65°42'16"E 41.81 FEET. 6) CURVE TO THE RIGHT, RADIUS 32.00 FEET, ARC LENGTH 34.62 FEET, DELTA ANGLE 61°59'07" AND CHORD S34°42'43"E 32.96 FEET, TO A POINT OF REVERSE CURVE. 7) CURVE TO THE LEFT, RADIUS 100.00 FEET, ARC LENGTH 134.08 FEET, DELTA ANGLE 76°49'16" AND CHORD S42°07'47"E 124.26 FEET, THENCE ALONG THE LEASE LINE S31°04'37"W 818.93 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 683A, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1095.92 FEET, AN ARC LENGTH OF 463.86 FEET, A DELTA ANGLE OF 24°15'03", AND CHORD OF N38°02'11"W 460.40 FEET TO THE POINT OF BEGINNING. CONTAINING 5.228 ACRES MORE OR LESS.

## **EXHIBIT B**

### **ATTACHMENT TO:**

General Building & Ground Lease – Unipak Aviation LLC.

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### **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY

by: Robert A. Rist  
(print individual's name and title)

for: UNIPAK AVIATION, LLC  
(print name of entity submitting sworn statement)

whose business address is: 8323 Lindbergh Ct  
SARASOTA, FL 34243

and, (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.




6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check ( ☒ ) in front of the appropriate statement. **Check only one statement**)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

  
(Signature) 3/10/2021  
(Date)

Robert A. Rist  
(Printed Name)

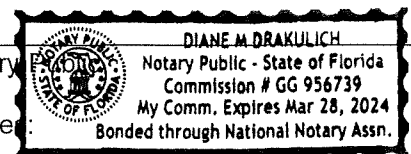
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10<sup>th</sup> day of MARCH, 2021 by ROBERT RIST who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Diane M. Drakulich  
Signature of Notary Public

Printed Name of Notary

My Commission Expires



(SEAL)

**EXHIBIT C**  
**UNIPAK AVIATION LLC RENT SCHEDULE**

YEAR	SQUARE FOOTAGE	RATE	ANNUAL	MONTHLY	COMMON AREA MTC.	COMMENTS
April - December 2021	50,000	\$0.00	\$0.00	\$0.00	\$0.00	7-months' rent free
January - December 2022	50,000	\$5.00	\$250,000.00	\$20,833.33	\$500.00	
January - December 2023	50,000	\$5.50	\$275,000.00	\$22,916.67	\$500.00	
January - December 2024	50,000	\$6.00	\$300,000.00	\$25,000.00	\$500.00	
January - December 2025	50,000	\$7.00	\$350,000.00	\$29,166.67	\$500.00	
January - December 2026	50,000	\$8.00	\$400,000.00	\$33,333.33	\$1,000.00	
January - December 2027	50,000	\$8.50	\$425,000.00	\$35,416.67	\$1,000.00	
January - December 2028	50,000	\$8.75	\$437,500.00	\$36,458.33	\$1,000.00	
January - December 2029	50,000	\$9.00	\$450,000.00	\$37,500.00	\$1,000.00	
January - December 2030	50,000	\$9.25	\$462,500.00	\$38,541.67	\$1,000.00	