

**LEASE FOR OFFICE SPACE AT AIRPORT TERMINAL  
(Jet Genius Florida Holdings, Inc.)**

THIS LEASE is entered into and effective on February 8, 2023 (the “Effective Date”), between:

- City of Ocala, a Florida municipal corporation (“Landlord”); and
- Jet Genius Florida Holdings, Inc. (“Tenant”).

**WHEREAS:**

- A. Landlord owns the Airport including the Terminal.
- B. Landlord occupies the Exclusive Space and leases, to third parties, the Leased Space.
- C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Premises, being part of the Leased Space.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions.** In addition to the other terms defined in this Lease, the following definitions:
  - 1.1. *Airport* – The City of Ocala International Airport.
  - 1.2. *Base Rent* – As set forth in paragraph 4.1.
  - 1.3. *Common Area* – As set forth in paragraph 7.
  - 1.4. *Exclusive Space* – The portion of the Terminal exclusively occupied by Landlord.
  - 1.5. *Intended Use* – Tenant’s intended use of the Premises as an office and meeting space with services ancillary thereto.
  - 1.6. *Lease Year* – A period of one (1) year, with the First Lease Year commencing on the Effective Date and ending on the first anniversary thereof, and subsequent Lease Years commencing on the first day after the expiration of the prior Lease Year and ending one (1) year thereafter.
  - 1.7. *Leased Space* – Portions of the Terminal leased, or to be leased, by Landlord to Tenant and the Other Lessees.
  - 1.8. *Other Lessees* – Lessees of the Leased Space other than Tenant.
  - 1.9. *Premises* – The portion of the Leased Space being leased by Landlord to Tenant under this Lease as more specifically set forth in paragraph 2.
  - 1.10. *Real Property* – The Terminal and that part of the Airport parking lot generally depicted on the sketch attached hereto as **Exhibit A**.

- 1.11. *Rent* – All amounts to be paid by Tenant to Landlord hereunder including Base Rent, Additional Rent, and as otherwise expressly provided in this Lease.
- 1.12. *Tenant Parking Spaces* – As set forth in paragraph 2.2.2.
- 1.13. *Terminal* – The “General Aviation Terminal” located at the Airport.

**2. Lease of Premises.**

- 2.1. Landlord leases to Tenant, and Tenant leases from Landlord, those premises as described and depicted by cross-hatching on the sketch attached hereto as **Exhibit B** (the “Premises”) within the Leased Space. (The sketch is attached only to provide a visual guide to the location of the Premises in relation to the presently existing exterior and interior walls of the Terminal). Landlord may construct, improve and alter the Terminal from time to time as Landlord chooses as long as such activities do not interfere with Tenant’s lease of the Premises hereunder.
- 2.2. The use and occupation by Tenant of the Premises shall include the:
  - 2.2.1. Non-exclusive use, in common with Landlord, Other Lessees and, to the extent permitted by Landlord, other persons (including members of the public), and subject to the provisions of this Lease, of the Common Areas (as set forth in paragraph 7).
  - 2.2.2. The exclusive use of the parking spaces (“Tenant Parking Spaces”) in the parking lot designated as “Jet Genius” Assigned Spaces” on the sketch attached hereto as **Exhibit A**. Landlord may relocate the Tenant Parking Spaces to other locations within the Terminal parking lot and may reduce the number of Tenant Parking Spaces if Tenant has historically not utilized all of the Tenant Parking Spaces previously assigned to it.

**3. Term.**

- 3.1. The term of this Lease commences with the Effective Date and ends at 5:00 p.m. on the first anniversary of the Effective Date.

**4. Rent.**

- 4.1. Base Rent. Tenant shall pay to Landlord rent (“Base Rent”), commencing on the Effective Date as follows:
  - 4.1.1. During the Initial Term, the Base Rent shall be in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month.
  - 4.1.2. The Base Rent is payable without Landlord’s demand on the first day of each calendar month during the Lease term. If this Lease commences on a day other than the first day of a calendar month, or terminates on a day other than the last day of a calendar month, the Base Rent will be prorated on a daily basis.

- 4.1.3. All Rent payable under this Lease shall be paid to Landlord without set-off or withholding for any reason and shall be mailed or delivered to Landlord at the address set forth in paragraph 23.11, or such other address of which Landlord shall notify Tenant, so that it is received prior to the date it is due.

**5. Additional Payments and Tenant Obligations.**

- 5.1. Additional Rent Payments. In addition to the Base Rent under paragraph 4, all other payments that Tenant is obligated to make under this Lease are considered Rent (the "Additional Rent"), regardless of whether the payments are so designated. (The foregoing shall apply solely to remedies available to Landlord for failure to pay such Additional Rent, and not for sale tax purposes). All Additional Rent payments are due and payable at the time Landlord demands payment or at the time the next succeeding Base Rent installment is due, whichever occurs first. Landlord shall have the same remedies for Tenant's failure to pay Additional Rent as it does for Tenant's failure to pay monthly installments of Base Rent. All further references to "Rent" shall include both monthly installments of Base Rent and Additional Rent.
- 5.2. Sales and Use Taxes. At the time Rent payments are made, Tenant agrees to pay to Landlord all sales and use taxes that arise because of payment of Rent to Landlord.
- 5.3. Past Due Rent. If Tenant shall fail to pay any Rent when due, Tenant shall also pay to Landlord an initial late payment service charge covering administrative and overhead expenses equal to twelve percent (12%) of the amount overdue. A payment is considered late if received ten (10) days or more after such payment is due. (This is not a grace period; any payment not received when due is a default.) If payment made by check is dishonored by Tenant's bank, the amount due shall be deemed a "late payment" and treated as set forth herein.
- 5.4. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Lease shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Lease.
- 5.5. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the term of this Lease.

**6. Security Deposit.**

- 6.1. Amount and Purpose of Security Deposit.
- 6.1.1. Within ten (10) days after the Effective Date, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount of \$1,200 as security for Tenant's faithful performance and observance of the Lease terms, conditions, and provisions, including without limitation, surrender of possession of the Premises to Landlord. The Security Deposit

does not constitute prepayment of any Rent for any month during the Term of this Lease.

6.1.2. In the event that Tenant extends the term of this Lease, Tenant shall, prior to the commencement of the Renewal Term, increase the Security Deposit so that it equals twice the amount of Base Rent calculated under paragraph 4.1.2.

6.2. Application or Retention of Security Deposit. If Tenant defaults on any of the terms, conditions, or provisions of this Lease, including but not limited to the payment of Rent or additional payments, Landlord may apply or retain all or part of the Security Deposit to the extent required to pay the delinquent Rent or additional payments, or to reimburse Landlord for all sums incurred or expended because of Tenant's default. Reimbursable sums include, but are not limited to, any damages or deficiencies that result from reletting the Premises. Such damages or deficiencies are reimbursable to Landlord regardless of whether they occur before or after Landlord's summary proceedings or other reentry. If Landlord applies or retains any part of the Security Deposit, Tenant shall deposit with Landlord an equal amount to replace that which has been applied or retained so that Landlord has a full Security Deposit at all times during the Terms of this Lease. The replacement amount is payable on Landlord's demand.

6.3. Interest. No interest shall be paid or be payable on the Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring the Security Deposit to be held in escrow or by a third party, and such Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord, with Landlord's own funds. Landlord may deliver or credit the funds deposited hereunder by Tenant to a buyer of Landlord's interest in the Premises in the event that such interest is sold and, thereupon, Landlord shall be fully, finally, and absolutely discharged from any further liability with respect to such Security Deposit and all other obligations and liabilities hereunder, and this provision shall also apply to the benefit of any and all subsequent transferees. Tenant agrees that Tenant will look solely to Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit.

6.4. Return of Security Deposit. If Tenant complies fully with all the terms, provisions, covenants, and conditions of this Lease, Landlord shall return the Security Deposit to Tenant within 30 days after the date on which this Lease terminates and after Tenant delivers possession of the Premises to Landlord.

## 7. **Common Areas.**

7.1. Common Areas means the areas and facilities in the Terminal, and the Real Property, made available by Landlord for the common use and benefit of occupants the Terminal (including Landlord, Tenant and the Other Lessees) and their customers, employees and invitees.

7.2. Common Areas shall include the following areas within the Real Property:

- 7.2.1. The main lobby.
- 7.2.2. The meeting rooms within the Terminal provided that Tenant may use the meeting rooms, when they are not being used by Landlord, on a “first come, first served” basis with the Other Lessees. Tenant shall reserve use of the meeting rooms though Landlord or its designated representative.
- 7.2.3. The public restrooms.
- 7.2.4. The hallways.
- 7.2.5. The covered front entrance and airside patio space.
- 7.2.6. Parking spaces within the parking lot that have not been assigned by Landlord for the exclusive use of Landlord or any Other Lessees.
- 7.2.7. Such other areas designated by Landlord as Common Areas.
- 7.3. Common Areas shall not include the following areas within the Terminal:
  - 7.3.1. The Exclusive Space.
  - 7.3.2. Parking spaces within the parking lot that have been exclusively assigned by Landlord for use by Landlord or Other Lessees.
  - 7.3.3. Such other areas designated by Landlord as not being Common Areas.
  - 7.3.4. The portions of the parking lot other than the Tenant Parking Spaces.
- 7.4. Throughout the term hereof, Landlord shall operate and maintain the Common Areas for the use and benefit of the occupants of the Terminal and their customers, employees and invitees. Landlord may exercise exclusive control of the Common Areas and therefore, may: (a) temporarily close any part of the Common Areas; and (b) make such changes in the Common Areas as in its reasonable opinion are in the best interests of the Terminal’s occupants.
- 7.5. Tenant shall keep all Common Areas free of obstructions created or permitted by Tenant. Tenant shall permit the use of the Common Areas only for normal uses. If in Landlord’s opinion unauthorized persons are using any of the Common Areas because of Tenant’s occupancy of the Premises, Tenant shall, upon Landlord’s demand, enforce Landlord’s rights against all such unauthorized persons. Landlord shall nonetheless have the right at any time to remove or restrain any such unauthorized persons from the Common Areas.

## **8. Rules.**

- 8.1. Tenant acknowledges that it will occupy the Terminal along with Landlord and the Other Lessees of the Leased Space, and that, it is in the best interests of all occupants of the Terminal to be governed by certain rules (“Rules”) governing the use of the Terminal including the use of Common Areas.

- 8.2. Tenant shall comply with all Rules adopted by Landlord. Violation of any rule by Tenant or by any of Tenant's agents, employees, contractors, guests or invitees shall be a default of this Lease.
  - 8.3. The initial Rules are attached as **Exhibit C**. Landlord may adopt amended Rules hereafter in its sole discretion after consultation with Tenant and the Other Lessees. Any amendment to the Rules or Amended Rules shall be effective upon delivery thereof to Tenant.
  - 8.4. Wherever there is any conflict between the Rules and the provisions of this Lease, the provisions of this Lease shall govern.
  - 8.5. Landlord shall not be responsible to Tenant for any nonobservance of the Rules on the part of Other Lessees but shall take reasonable efforts to compel the Other Lessees to observe the Rules, including actions under its leases with such Other Lessees.
9. **Landlord's Services and Utilities.** Landlord shall provide or pay for the following:
- 9.1. Utilities.
    - 9.1.1. Landlord shall pay for the usual and reasonable electricity, water, sewer, and trash collection services that are provided by the utility providers for the Terminal; but Landlord shall not be responsible for any failure to provide those utility services (even if Landlord, in its capacity as a utility provider, is the provider of the utility services), unless the failure to provide the utility services is due to Landlord's failure to pay amounts owed for such services. Tenant shall not use any electrical equipment that in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by Landlord or other Tenants in the building in which the Premises are located. Tenant shall use reasonable energy conservation measures to avoid excessive use of utilities.
    - 9.1.2. Notwithstanding paragraph 9.1.1, Tenant shall be responsible for paying for telephone service and Internet service.
  - 9.2. Ad Valorem Taxes. Landlord shall pay all ad valorem taxes and assessments (if any) on the Premises that accrue during the Term.
  - 9.3. Janitorial Service.
    - 9.3.1. Landlord will provide janitorial, maintenance and trash removal services for the Common Areas within the Terminal, including, but not limited to, restroom cleaning, lobby and hallway cleaning and refuse removal from the Common Areas as necessary to maintain them in a clean condition.
    - 9.3.2. Tenant shall be responsible for all janitorial service within the Premises and, if requested by Landlord, for any meeting rooms utilized by Tenant immediately following their use by Tenant. Tenant shall dispose of all refuse or rubbish from the Premises in one or more trash dumpsters at the

Terminal to be provided by Landlord and designed by Landlord for such purposes.

- 9.4. No Liability for Interruption of Services. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of Landlord shall be shown, and Landlord shall not be liable for consequential damages in any event.

**10. Use of Premises.**

- 10.1. The Premises shall be used and occupied by Tenant solely for the Intended Use, and for no other use without Landlord's prior written consent, which consent may be withheld by Landlord in its sole discretion. Without limiting the foregoing, Tenant shall not utilize the Premises to provide aeronautical services, other than the Intended Use, including, without limitation, fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction and similar services, for airplanes not owned or utilized by Tenant in its charter business.
- 10.2. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Ocala, County of Marion, State of Florida, the United States or any department, bureau or agency thereof.
- 10.3. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.
- 10.4. Tenant shall observe and comply with all recorded restrictive covenants applicable to the Premises.
- 10.5. Nuisance/Hazardous Substances.
- 10.5.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.
- 10.5.2. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any

and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

- 10.5.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobipenyls ("PCB's") and petroleum.
- 10.6. Tenant's Acceptance of Premises. Tenant acknowledges that it has had a full and complete opportunity to inspect the Premises and hereby accepts the Premises in the condition they are on the Effective Date.
- 10.7. AS IS. Landlord is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises, (b) the manner or quality of the construction or materials incorporated into any part of the Premises, and (c) the manner, quality, state of repair, or lack of repair of the Premises. Tenant agrees that with respect to the Premises, Tenant has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Landlord or any agent of Landlord. Tenant represents that it is relying solely on its own expertise and that of Tenant's consultants, and that Tenant has conducted such inspections and investigations of the Premises, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Tenant's inspections and investigations. Landlord is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Lease. Moreover, Tenant's execution of this Lease shall be deemed to constitute an express waiver by Tenant or its successors and assigns of any right to sue Landlord and of Tenant's right to cause Landlord to be joined in an action brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic

substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code. Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. TENANT ACKNOWLEDGES AND AGREES THAT TENANT ACCEPTS THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY LANDLORD, ANY AGENT OF LANDLORD OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF LANDLORD. This paragraph 10.7 shall survive the expiration or early termination of this Lease.

## **11. Improvements.**

### **11.1. Permissible Alterations and Additions to Property.**

11.1.1. Landlord shall have the right at any time to change the arrangement or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Terminal. On giving Tenant reasonable notice, Landlord shall have the right to change the name, number, or designation by which the Terminal is known.

11.1.2. Except as set forth herein concerning the Tenant Improvements, Tenant may not make any alterations or additions to the Premises, including but not limited to cutting the walls, ceiling, roofs, or floors, changing the exterior color, or altering the architecture, without on each occasion obtaining Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall submit to Landlord plans and specifications for all alterations and additions at the time Landlord's consent is sought.

### **11.2. Signs.**

11.2.1. Landlord has caused, or shall cause, to be constructed and installed signs for designating Tenant's business in the front of the Terminal, and on the wayfinding signage within the Terminal. Tenant shall be responsible for furnishing any proprietary messaging to be installed on the sign placed in front of the Terminal. Landlord will furnish the Tenant's chosen business name on the existing wayfinding sign within the Terminal interior. Tenant shall, as Additional Rent, reimburse Landlord for the cost of such signs, and shall hereafter bear all costs of repairing or replacing such signs.

11.2.2. In addition to the signage identified above, Landlord has installed and operates a digital message board on the Terminal street entrance at 60th Avenue. Tenant may request addition of proprietary messaging to include the Tenant's name and logo or other specific graphics to be displayed on the message board. Tenant requested messaging must be consistent with rules established by Landlord from time to time in its sole discretion.

11.2.3. Tenant shall cause to be constructed and installed signs for the purpose of identifying the Tenant Parking Spaces designated for sole use of the Tenant.

11.2.4. No other signs, whether building, freestanding, pylon or other signs, shall be placed within or on the Terminal without prior consent of Landlord.

**12. Condition of Premises.**

12.1. Tenant's Acceptance and Maintenance of Premises. Upon Tenant's occupancy of the Premises, Tenant will be deemed to have accepted the Premises in the condition they are in on that date insofar as Landlord's obligation to provide them is concerned. Subject to Landlord's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

12.2. Landlord's Obligation to Repair. Except as set forth in paragraph 12.3, Landlord shall keep the Terminal and Commons Areas in good order, condition and repair. Landlord shall make all repairs within a reasonable time after notice from Tenant stating the need for repairs. Landlord shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Terminal or the Common Areas; provided that Landlord, to the extent practical, shall endeavor to make any repairs or alterations in such a manner to minimize any inconvenience to any Tenant.

12.3. Tenant's Obligation to Repair. Notwithstanding paragraph 12.2, Tenant shall be responsible for the following:

12.3.1. Replacing all lighting inside the Premises, including replacing ballasts.

12.3.2. Shampooing any carpets and waxing floors not covered by carpets.

12.3.3. Providing pest control within the Premises.

12.3.4. Installing, maintaining, repairing and replacing any security alarm or security system within or servicing the Premises.

12.4. Damage to Premises. On Landlord's demand, Tenant shall pay for all damages to the Premises, the Terminal or any portion thereof that are caused by the act or neglect of Tenant, its invitees, or any persons in Tenant's employ or control.

12.5. Condition at End of Term. At the earlier of the expiration of the Lease Term or the termination of this Lease (either, the "Expiration Date"), Tenant will quit the Premises and will surrender them to Landlord. Tenant shall have the right to remove from the Premises and improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Tenant shall promptly repair, or cause to be repaired, any damages resulting to the Premises or improvements by reason of this removal. Any trade fixtures,

equipment, or articles of personal property of Tenant that remain at or on the Premises after the Expiration Date (or as to any Tenant Improvements, Tenant is obligated to remove, prior to the deadline set forth therein for Tenant to remove the Tenant Improvements) shall be deemed to have been abandoned by Tenant, and may either be retained by Landlord as its property or disposed of by Landlord without accountability to Tenant for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

- 12.6. Damage to Property. Except for the negligence of Landlord or Landlord's employees, agents or contractors, Landlord shall not be responsible for any damage to property of Tenant or of others located in or about the Premises or the Common Areas, nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by Other Lessees or persons in the Premises, occupants of adjacent property, occupants of the Terminal, or the public, except for any latent defect in the Premises or the Terminal.

**13. Entry and Inspection of Premises.**

- 13.1. Landlord is entitled to enter the Premises during all reasonable hours for the following reasons:
- 13.1.1. To provide services or fulfill other obligations hereunder.
  - 13.1.2. To examine the Premises.
  - 13.1.3. To make all repairs, additions, or alterations that Landlord or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.
  - 13.1.4. Within the last six (6) months of the Initial Term, or any Renewal Term, Subject to approval by Tenant as to time and date, said approval not to be unreasonably withheld by Tenant, Landlord or Landlord's designated agent may show the Premises to prospective lessees of the Premises.
  - 13.1.5. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.
- 13.2. Landlord shall at all times have and retain a key with which to unlock all doors in and on the Premises, excluding Tenant's vaults, safes and file cabinets.
- 13.3. Landlord shall have the right to use any means that Landlord may deem proper to open doors in an emergency to obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Landlord's entry onto the Premises in an emergency.

- 13.4. Any entry to the Premises obtained by Landlord for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

14. **Insurance.**

- 14.1. Liability. Tenant agrees that Landlord shall not be held responsible or liable to Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises, or the acts or omissions of Tenant, its employees, clients, invitees, licensees or others or by catastrophe. Tenant shall hold Landlord harmless and indemnify Landlord from and against all liability, damages, costs and attorneys' fees, injury, actions or causes of action whatsoever suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by Landlord.

- 14.2. Comprehensive, Fire, and Extended Insurance on Premises. Landlord shall maintain the following insurance coverage:

- 14.2.1. Comprehensive general public liability insurance on the Premises with limits determined by Landlord in the exercise of its sole discretion.

- 14.2.2. Landlord shall keep the Terminal and Common Areas presently existing or subsequently built on the Premises insured by a company that is duly authorized to do business in Florida. The insurance must be for the full insurable value of the Terminal and Common Areas (but not any improvements constructed by Tenant or Other Lessees, including, without limitation, the Tenant Improvements) against loss or damage by fire and any other risks that may be insured now or in the future by extended coverage. These risks include but are not limited to flood and windstorm. All insurance shall provide that the proceeds are to be delivered to Landlord.

- 14.3. Prohibited Conduct Effecting Insurance. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate Tenant's business, in any manner that is objectionable to the insurance companies providing insurance under paragraph 14.2, it causes them to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

- 14.4. Tenant's Insurance. Tenant shall carry:

- 14.4.1. *Commercial General Liability.* Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- 14.4.1.1. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

- 14.4.1.2. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations.
  - 14.4.1.3. \$100,000 each occurrence for Damage to Premises.
  - 14.4.1.4. Policy must include coverage for contractual liability and independent contractors.
  - 14.4.1.5. City of Ocala, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Tenant. The coverage shall contain no special limitation on the scope of protection afforded to Landlord, its officials, employees, and volunteers.
- 14.4.2. *Environmental Liability.* If hazardous substances or materials are used, controlled or possessed by Tenant, Pollution Liability or other similar Environmental Impairment Liability must be maintained, at a minimum limit of not less than Two Million Dollars (\$2,000,000) per claim providing coverage for damages including, without limitation, third-party liability, clean up, corrective action, including assessment, remediation and defense costs.
- 14.4.3. *Workers' Compensation and Employer's Liability.* Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of Tenant must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.
- 14.4.3.1. Tenant waives, and Tenant shall ensure that Tenant's insurance carrier waives, all subrogation rights against Landlord and Landlord's officers, employees, and volunteers for all losses or damages. Landlord requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.
  - 14.4.3.2. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors. Tenant has sole responsibility for loss to business or personal property, equipment, contents, improvements or betterments.
- 14.4.4. *Additional Insurance.* Coverage for any improvements constructed by Tenant to the Premises (including the Tenant Improvements) or for

Tenant's personal property on the Premises, in such amounts and pursuant to such terms as Tenant shall elect in its sole discretion.

- 14.4.5. *Duplicate Insurance.* Insurance required of Tenant shall be considered primary, and insurance or self-insurance of Landlord shall be considered excess, as may be applicable to claims against Landlord which arise out of this Lease.
- 14.4.6. *Insurance Certificate Requirements.* Tenant shall provide Landlord with valid Certificates of Insurance (binders are unacceptable) for the insurance set forth in paragraphs 14.4.1 through 14.4.3, at least ten (10) days prior to execution of this Lease and no later than thirty (30) days prior to commencement of any improvements.
- 14.4.6.1. Tenant shall provide a Certificate of Insurance to Landlord with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- 14.4.6.2. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Tenant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder (City of Ocala).
- 14.4.6.3. In the event this Lease term goes beyond the expiration date of the insurance policy, Tenant shall provide Landlord with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. Landlord reserves the right to suspend this Lease until this requirement is met.
- 14.4.6.4. Tenant shall provide copies of Additional Insured endorsements to Landlord to verify Landlord's status as an Additional Insured on all applicable policies.
- 14.4.6.5. The Lease, Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.
- 14.4.7. *Landlord May Change Limits.* Landlord reserves the right to increase or decrease, or expand or narrow, the minimum limits or amounts of insurance requirements set forth above whenever the liability of Landlord under Florida law (including the Florida Tort Claims Act) increases or Landlord's defined areas of liability or risk are expanded. Landlord shall give Tenant a minimum of sixty (60) days advance written notice for any modification or change in the insurance limits as set forth herein.
- 14.5. Indemnification. Tenant agrees to indemnify and save Landlord harmless from and against any and all liabilities or damages for any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, its invitees, agents and employees, or by a default by Tenant under this Lease. Tenant agrees to indemnify Landlord against all loss, claims, fines,

penalties or damages resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Lease Term or resulting from any violation during the Lease Term of any environmental laws, Rules or regulations applicable to the Premises or any operation conducted thereon. Tenant's grant of indemnity to Landlord hereby survives expiration of this Lease.

15. **Construction Liens.** Tenant shall not subject Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that Landlord has consented to Tenant incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for Tenant or any person holding through or under Tenant, Tenant must cause that lien to be canceled and discharged of record within twenty (20) days after Landlord gives notice to Tenant. If such a lien is filed, Landlord may satisfy the lien after giving notice to Tenant as provided in this paragraph and without limiting Landlord's rights or remedies under this Lease. Tenant shall promptly reimburse Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. Tenant has no right of setoff against Landlord. Tenant's failure to cancel and discharge of record any lien under to this paragraph is a default by Tenant under the provisions of this Lease.

16. **Assignments and Sublets.**

- 16.1. Permissible Assignments and Sublets. Tenant may not assign, mortgage, pledge, or encumber this ease, nor sublet, license, or grant any concession for the use of the Premises, to another person without obtaining Landlord's prior written consent. Landlord may withhold such consent in the exercise of its sole discretion.
- 16.2. Continued Liability of Tenant. If Tenant makes any assignment, sublease, license, or grant of a concession, Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.
- 16.3. Landlord's Right to Collect Rent From Any Occupant. If Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if Tenant assigns this Lease, Landlord may collect Rent from the assignee, subtenant, or occupant. Landlord may apply the net amount collected to the Rent required under this Lease. Landlord's collection of the Rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute Landlord's acceptance of the assignee, subtenant, or occupant as a Tenant, nor Landlord's waiver of Tenant's further performance of the covenants contained in this Lease.

17. **Default by Tenant.**

- 17.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Landlord shall have any and all rights and remedies hereinafter set forth:

- 17.1.1. If Tenant should fail to pay Rent when it becomes due and such failure continues for ten (10) days after Landlord provides Tenant with written notice of such failure.
- 17.1.2. If Tenant should fail to pay Rent within ten (10) days of when it becomes due more than three (3) times during any of twelve (12) consecutive months (notwithstanding Landlord's acceptance of Rent from Tenant), without the necessity of Landlord providing Tenant with notice of the third failure to pay Rent or providing Tenant with an opportunity to cure such third failure.
- 17.1.3. If Tenant violates any other term, condition or covenant herein on the part of Tenant to be performed and such failure continues for thirty (30) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within thirty (30) days, Tenant will have such additional time as maybe required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing, the following shall constitute an immediate Event of Default without notice or an opportunity to cure: (a) if Tenant has previously defaulted under a term, condition or covenant of this Lease and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant shall constitute a breach of this Lease without further notice or opportunity to cure; (b) a failure of Tenant to provide insurance or proof thereof as required by paragraph 14.4 shall constitute an immediate Event of Default without notice or an opportunity to cure; or (c) if the default endangers or unreasonably interferes with Airport activities, as determined by Landlord in its reasonable discretion.
- 17.1.4. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;
- 17.1.5. In the event an assignment for the benefit of creditors is made by Tenant;  
or
- 17.1.6. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.
- 17.2. Landlord's Remedies.
  - 17.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:
    - 17.2.1.1. Terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

- 17.2.1.2. Declare all remaining Rent under the Lease immediately due and owing.
- 17.2.1.3. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with or without legal process, for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:
  - a. First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;
  - b. Second, toward payment of all sums due or to become due Landlord hereunder; and
  - c. Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.
  - d. Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the Rent provided in this Lease.
- 17.2.1.4. Remove all or any part of Tenant's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.
- 17.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

- 17.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Landlord nor waives any right of Landlord otherwise provided in this Lease.
18. **Default by Landlord.**
- 18.1. Landlord's Default. Landlord will be deemed in default of this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty (30) days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty (30) days, Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.
- 18.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, cure the default and deduct the cost thereof from Rent subsequently becoming due hereunder, as its sole and exclusive remedy; under no circumstances, may Tenant terminate this Lease based on a Landlord Default.
19. **Quiet Enjoyment.** Landlord covenants that so long as Tenant pays the Rent and Additional Rent and performs the covenants under this Lease, Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.
20. **Destruction or Damage to Premises from Casualty.**
- 20.1. If the Premises are destroyed or damaged by fire or other casualty during the Lease term and the Premises are rendered untenable, Landlord shall have the option to either rebuild or terminate this Lease. Such option shall be exercised by notice in writing to Tenant thirty (30) days of the casualty. If Landlord elects to rebuild, then Landlord shall proceed without unnecessary delay in such rebuilding.
- 20.2. If the Premises are not rendered untenable because of such casualty, Landlord shall repair the Premises without unnecessary delay.
- 20.3. Tenant shall be entitled to a reduction of Rent in proportion to the amount of floor space of which Tenant is deprived the use while rebuilding is occurring or repairs are being made.
21. **Eminent Domain.**
- 21.1. In the event any portion of the Premises or any of the Tenant Parking Spaces shall be taken by public or quasi-public use or condemned under eminent domain, then at the option of Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate and expire as of the date of such taking and any prepaid rental shall be prorated as of the effective date of such termination. Notwithstanding the foregoing, Tenant may not

terminate this Lease based solely upon a condemnation of the Tenant Parking Spaces if Landlord replaces the condemned Tenant Parking Spaces with the same number of parking spaces within the Terminal parking lot.

- 21.2. Except as provided in this paragraph, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.
- 21.3. All damages awarded and any good faith deposit made by the condemning authority for such taking under the power of eminent domain whether for the whole or a part of the Premises shall belong to and be the sole property of Landlord whether such damages shall be awarded as compensation for the taking of the fee or diminution in value to the leasehold or to the fee of the Premises; provided, however, that Tenant shall be entitled to any part of a damage award or separate award for Tenant's business damages. Any award (excluding business damages) will be paid to Landlord, and amount of the purchase price to be paid by Tenant upon the exercise of its option will be reduced accordingly.

22. **Estoppel Certificates.**

- 22.1. Landlord or Tenant shall have the right to request the other party to provide an estoppel certificate, as described below, without charge, 15 days after the requesting party sends a written notice. This estoppel certificate shall consist of a written statement certifying the following information to the requesting party or to any person specified by that party:
  - 22.1.1. Whether the terms of this Lease have been assigned, supplemented, modified or otherwise amended and, if so, specifics of the assignment, supplementation, modification or other amendment.
  - 22.1.2. Whether, to the best of the knowledge of the party providing the certificate, each of the obligations on its part to be performed to date under the Lease have been performed.
  - 22.1.3. Whether Tenant has any offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.
  - 22.1.4. Whether, as of the date of the certificate, any Rent is due from Tenant under the Lease.
  - 22.1.5. The amount of Base Rent currently payable by Tenant under the Lease and the date through which such Base Rent has been paid.
  - 22.1.6. Attaching a true and correct copy of the Lease including all supplements, modifications or other amendments thereto, or assignments of the Lease.

23. **Miscellaneous Provisions.**

- 23.1. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof,

Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

- 23.2. Scrutinized Companies. As provided in Section 287.135, Florida Statutes by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If Landlord determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.
- 23.3. Recording of Lease. Landlord and Tenant agree that neither this Lease nor any notice or memorandum of this Lease shall be recorded in the public records.
- 23.4. Accord and Satisfaction. If Tenant pays or Landlord receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other available remedy.
- 23.5. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
- 23.6. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, sales person or agent in this Lease and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.
- 23.7. Entity Tenant. If Tenant is a corporation or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is duly organized or duly qualified (if foreign) entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Landlord upon request); and that the person or persons executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

- 23.8. Enforcement. All of the terms and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 23.9. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
- 23.10. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 23.11. Notices.
- 23.11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:
- 23.11.1.1. If to Landlord: Attn: Airport Director, Ocala International Airport, 1770 SW 60th Avenue, Ocala, FL 34474; Fax: 352-629-8887; Email: [airport@ocalaairport.com](mailto:airport@ocalaairport.com) or [mgrow@ocalafl.org](mailto:mgrow@ocalafl.org).
- a. With a copy to: Contracting Officer, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471; Fax: 352-690-2025; Email: [notices@ocalafl.org](mailto:notices@ocalafl.org).
- 23.11.1.2. If to Tenant: Attn: Kevin Bales, 1900 Glades Road Suite 301, Boca Raton, FL 33431 Email: [kevinb@flycfg.com](mailto:kevinb@flycfg.com)

23.11.2. Each such Communication shall be deemed delivered:

23.11.2.1. On the date of delivery if by personal delivery;

23.11.2.2. On the date of email transmission if by email (subject to paragraph 23.11.5); and

23.11.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

23.11.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

23.11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

23.11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

23.11.5. Concerning Communications sent by email:

23.11.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

23.11.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

23.11.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

23.11.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

- 23.11.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one (1) year after it was sent.
- 23.12. Governing Laws. This Lease and all transactions contemplated by this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
- 23.13. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 23.14. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 23.15. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 23.16. Severability Clause. Provisions contained in this Lease that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 23.17. Waiver.
- 23.17.1. A failure to assert any rights or remedies available to a party under the terms of this Lease, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Lease, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 23.17.2. No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the Rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or its agents may accept such check or payment without prejudice to

Landlord's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

23.18. Time.

23.18.1. Time is of the essence of all of the provisions and terms of this Agreement.

23.18.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

23.18.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

23.18.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

23.19. Signatures by Facsimile or Digital Execution. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Lease shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Lease, or any addendum or modification of this Lease, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

23.20. Entire Understanding. This Lease represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Lease may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Lease signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

23.21. Exhibits.

23.21.1. All exhibits attached hereto are incorporated herein by reference.

23.21.2. The following exhibit are attached to this Lease.

23.21.2.1. Exhibit A – Sketch of Real Property and Tenant Parking Spaces.

23.21.2.2. Exhibit B – Sketch of Premises.

23.21.2.3. **Exhibit C** – Rules for Terminal.

IN WITNESS WHEREOF, the parties have executed this Lease effective the Effective Date as set forth above.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES START ON NEXT PAGE**

**LANDLORD**

City of Ocala, a Florida municipal corporation

By: James P. Hilty SR  
James P. Hilty, Sr., as City Council President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

**ATTEST:**

Angel B. Jacobs

Angel B. Jacobs  
City Clerk

**Approved as to form and legality**

William E. Sexton

William E. Sexton, Esq.  
City Attorney

**TENANT**

**Jet Genius Florida Holdings, Inc.  
Attn: Mr. Kevin Bales, President  
1900 Glades Road, Suite 301  
Boca Raton, FL 33431**

\_\_\_\_\_  
Witness

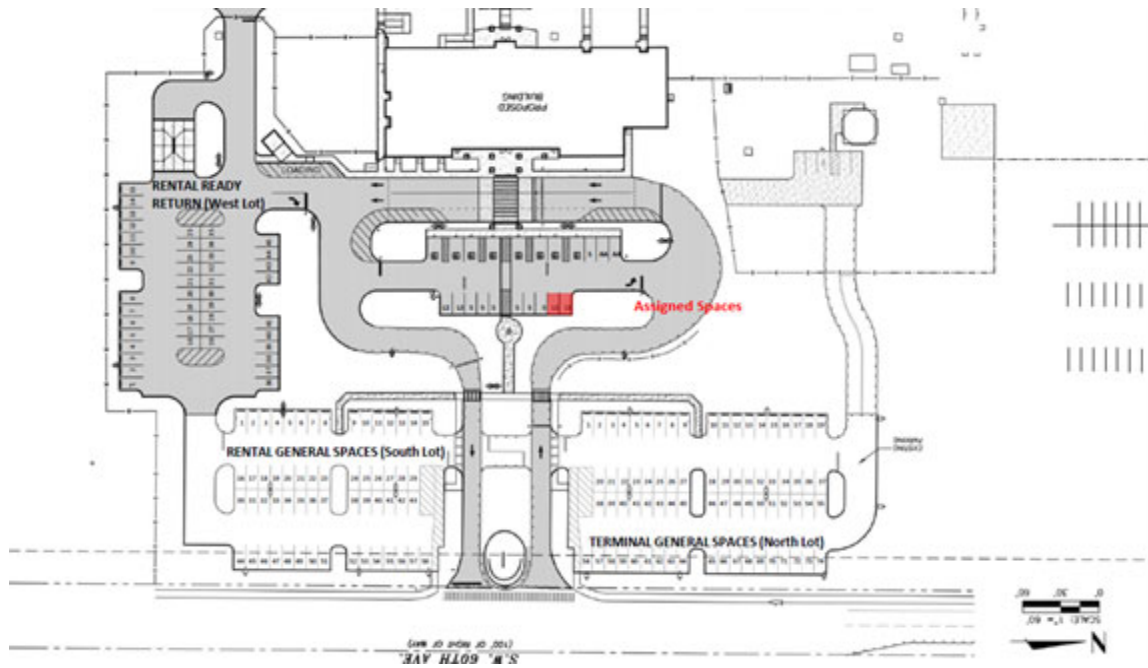
\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

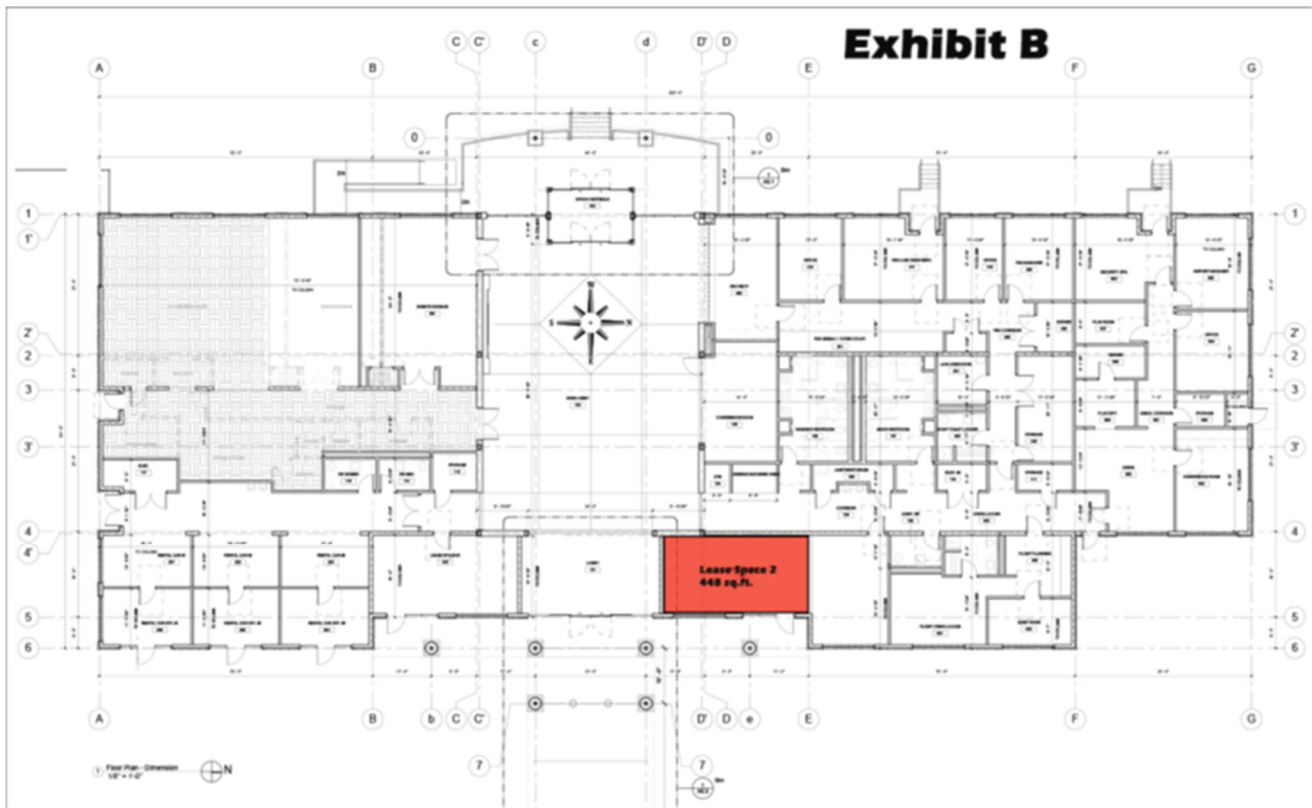
By: Ryan Sargent

**EXHIBIT A**  
**SKETCH OF REAL PROPERTY**  
**AND TENANT PARKING SPACES**



**EXHIBIT B  
SKETCH OF PREMISES**

**Detail of Premises labeled as Lease Space #2 as shown on Detail below.**



**EXHIBIT C**  
**RULES FOR TERMINAL**

The following Rules apply to Tenant, and all other occupants of the Terminal (including Landlord):

1. All terms defined in the Lease shall have the same meaning as set forth herein.
2. Tenant shall coordinate the use of the Terminal building meeting/event spaces with Airport Administration.
3. No person shall:
  - a. Use or operate any equipment or machinery that, in Landlord's reasonable opinion, is harmful to the building or disturbing to occupants of other parts of the Terminal;
  - b. Permit any odor, noise, sound or vibration which may, in Landlord's reasonable opinion, in any material way tend to impair the use of any part of the Terminal or interfere with the business or occupancy of any other occupant, or make or permit any disturbance of any kind in the Terminal, or interfere in any way with other occupants or those having business in the Terminal;
  - c. Obstruct any sidewalks, halls, passageways or other Common Areas, or use the same for any purpose other than ingress and egress to and from the Premises, or use the same as a waiting room or lounging place;
  - d. Use or permit any of the rest rooms, toilets, water closets, sinks or other apparatus or systems to be used for any purpose other than those for which they were constructed, or permit any sweepings, rubbish, rags, ashes, chemicals, refuse or other unsuitable substances to be thrown or placed in any of them;
  - e. Place or allow to be placed any items on the outside of the Terminal or on the windows, window sills or projections of them that could be visible from outside the Terminal, or attach any awnings, antennae or other projections to the roof or outside walls of the Premises or the Terminal, or enter upon the roof of the Terminal;
  - f. Bring in or remove from the Terminal any heavy or bulky objects except by experienced movers or riggers approved by Landlord and only after Tenant shall have notified Landlord of the weight and size of the objects and the time, method and manner of bringing in or removing the same, or bring in or remove from the Terminal any furniture or freight except during the hours designated by Landlord;
  - g. Use electricity in the Premises in excess of the capacity of any of the electrical apparatus in or service to the Premises, or add to or alter the electrical systems serving the Premises; and
  - h. Make any room-to-room canvass to solicit business from other occupants of the Terminal.

4. No solicitors shall be allowed in the Terminal, and if present, shall be reported by Tenant to Landlord.
5. The Terminal is a “No Smoking” building. No person may smoke tobacco or any other matter except in the portions of the Common Area designated as a “Smoking Area” by Landlord. The currently designated areas are: the sidewalk area on the East end of the covered Terminal entrance and the sidewalk area immediately South of the building near the trash dumpster enclosure. Ash/cigarette disposal towers are installed at these locations.
6. Each occupant shall be responsible for the observance of all of the Rules and regulations by its employees, agents, clients, customers, invitees, and guests.
7. Electric wiring of every kind shall be introduced and connected as directed by Landlord and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes, etc., shall be prescribed by Landlord.
8. Nothing shall be thrown out of the windows of the Terminal.

Title	FOR SIGNATURES - Lease for Office Space at Airport Terminal,...
File name	FINAL FOR COUNCIL... (AIR 230160).pdf
Document ID	9956f64c787688c308ac227e5644ba38367dc803
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



**02 / 08 / 2023**  
14:17:03 UTC-5

Sent for signature to Jet Genius Florida Holdings, Inc.  
(kevinb@flycfg.com), William E. Sexton  
(wsexton@ocalafl.org), James P. Hilty, Sr.  
(jhilty@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org)  
from biverson@ocalafl.org  
IP: 216.255.240.104



**02 / 21 / 2023**  
10:02:54 UTC-5

Viewed by Jet Genius Florida Holdings, Inc.  
(kevinb@flycfg.com)  
IP: 107.77.215.65



**02 / 22 / 2023**  
01:02:10 UTC-5

Signed by Jet Genius Florida Holdings, Inc.  
(kevinb@flycfg.com)  
IP: 50.239.68.50



**02 / 22 / 2023**  
11:11:00 UTC-5

Viewed by William E. Sexton (wsexton@ocalafl.org)  
IP: 216.255.240.104

Title	FOR SIGNATURES - Lease for Office Space at Airport Terminal,...
File name	FINAL FOR COUNCIL... (AIR 230160).pdf
Document ID	9956f64c787688c308ac227e5644ba38367dc803
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



**02 / 22 / 2023**  
11:13:33 UTC-5

Signed by William E. Sexton (wsexton@ocalafl.org)  
IP: 216.255.240.104



**02 / 22 / 2023**  
18:09:45 UTC-5

Viewed by James P. Hilty, Sr. (jhilty@ocalafl.org)  
IP: 24.250.245.57



**02 / 22 / 2023**  
18:09:53 UTC-5

Signed by James P. Hilty, Sr. (jhilty@ocalafl.org)  
IP: 24.250.245.57



**02 / 22 / 2023**  
18:10:39 UTC-5

Viewed by Angel Jacobs (ajacobs@ocalafl.org)  
IP: 40.94.28.130



**02 / 23 / 2023**  
08:46:55 UTC-5

Signed by Angel Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**02 / 23 / 2023**  
08:46:55 UTC-5

The document has been completed.