

MONTHLY T-HANGAR LEASE AGREEMENT

between

CHARLOTTE COUNTY AIRPORT AUTHORITY

and

[LESSEE]

dated as of

[DATE]

Tenant Name: _____

() Individual _____

() Corporation (State incorporated) _____

() Partnership (State registered) _____

Address: _____

City: _____ State _____ Zip _____

Home Phone _____ Bus. Phone _____ Cell _____

Email _____

Primary Aircraft:

FAA Registration No: _____

Make _____ Model _____ Year _____

Number of Engines _____

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T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT (this "Agreement") effective as of this _____ day of _____, 20____, by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, a public body corporate under the laws of Florida (the "Authority"), and [LESSEE NAME], a [STATE] [ENTITY] (the "Lessee" and together with Authority the "Parties" and each a "Party").

RECITALS

WHEREAS, Authority is the owner and operator of the Punta Gorda Airport in the City of Punta Gorda, Charlotte County, Florida (the "Airport");

WHEREAS, Authority has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, Authority owns that certain real property located within the Airport described as T-Hangar Unit No: _____ (such real property, together with all rights, privileges, easements and appurtenances benefiting such real property, are collectively referred to herein as the "Leased Premises");

WHEREAS, Lessee owns that certain primary aircraft of [MAKE, MODEL AND YEAR OF AIRCRAFT] with FAA Registration No: _____ (the "Aircraft") and desires to lease the Leased Premises for the storage of the Aircraft; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

**ARTICLE I
LEASE OF LEASED PREMISES; TERM**

Section 1.1 Lease of Leased Premises. Authority hereby leases to Lessee, and Lessee hereby rents from Authority for its exclusive use the Leased Premises, all herein described rights incident thereto, for and during the Lease Term and upon and subject to the terms, provisions and conditions herein set forth. Lessee agrees to accept the Leased Premises "as is," and Authority makes no representation or warranty as to the condition of the Leased Premises or their suitability for any particular purpose.

Section 1.2 Lease Term. The term of this Agreement (the "Lease Term") shall commence on _____, 20____ (the "Commencement Date") and shall continue as

a month-to-month tenancy. To terminate tenancy, the Authority or Lessee must give the other party a written thirty (30) day notice of Lease non-renewal.

Section 1.3 Holding Over; Rights at Expiration.

A. If Lessee or any sublessee retains all or any portion of the Leased Premises after the termination of the Lease Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by Authority at any time upon thirty (30) days prior written notice to Lessee at a rental rate of one and one-half (1.5) times price per square foot paid under this Agreement. All provisions of this Agreement shall remain in full force and effect during such holdover period.

B. Lessee further agrees that upon the expiration of the Lease Term, the Leased Premises will be delivered to Authority in as good as condition as when this Agreement began, reasonable wear and tear and matters covered by insurance excepted. As set forth elsewhere herein, Lessee shall have no rights with respect to any improvements made to the Leased Premises during the Lease Term that are not otherwise required to be removed by Authority.

Section 1.4 Inspection of Leased Premises; Access to Books and Records. The Authority, or its agents, will have the right at any reasonable time during the term of this Rental Agreement, to enter the hangar for the purpose of inspecting the premises and making any repairs or improvements thereon. Lessee will be notified by letter of any violations found during the inspection. Lessee will have ten (10) days from the date of the letter to rectify any problem. The Authority will not, during the course of any such inspection, unreasonably interfere with Lessee's use and enjoyment of the premises. At a minimum, the premises will be inspected annually.

ARTICLE II

RENTAL; SECURITY DEPOSIT

Section 2.1 Rent. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to Authority the following rental amounts (the "Rent").

The monthly rent shall be [WRITTEN AMOUNT] DOLLARS (\$[AMOUNT]) (sales tax not included). Prior to the Commencement Date, Lessee shall deposit with Authority, a sum equal to the first and last months' Rent. All subsequent rental payment will be due in advance on the first of each calendar month thereafter. Authority will mail a courtesy statement on or about the first of each month. Failure to receive the statement in a timely manner does not absolve Lessee from making rental payment on the first of each month. Should the Lease Term be extended pursuant to Section 1.2 above, at the time of the commencement of each annual extension, the monthly rent shall be adjusted by two and one-half percent (2.5%).

Section 2.2 Late Charge. There shall be an extra charge of THIRTY DOLLARS (\$30.00) on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.

Section 2.3 Time and Place of Payments. The Rent, as well as all other charges hereunder, shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the Lease Term at Authority's principal place of business at the address set forth in Section 9.1.

Section 2.4 Security Deposit. Lessee shall deposit with Authority upon the execution of this Agreement a sum equal to one month's Rent as a security deposit [WRITTEN AMOUNT] DOLLARS (\$[AMOUNT]).

Section 2.5 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Lessee hereunder shall not be paid by Lessee on the due date thereof, Lessee shall pay to Authority as additional Rent, an interest charge of [two percent (2%)] of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

ARTICLE III

OCCUPANCY AND USE OF LEASED PREMISES

Section 3.1 Use of Leased Premises.

A. *Use of Leased Premises.* Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation and maintenance of the Aircraft consistent with FAA standards. This provision is not to be construed as a prohibition for storage of maintenance materials, cleaning materials, tools, parts, spares and other aircraft components.

B. *Condition of the Aircraft.* A copy of the FAA registration of the Aircraft must be provided to Authority before occupying the Leased Premises. The Aircraft must either be maintained as airworthy in accordance with FAA regulations or be the subject of an active restoration or new project. The Aircraft shall not be derelict. If the Aircraft is sold, Lessee shall have six (6) months to replace the Aircraft. This time line may be extended at sole discretion of the Executive of Authority, or any successor or successors to the duties of such official Executive (the "Executive"). Under no circumstances does the sale of the Aircraft imply that the Leased Premises or this Agreement has transferred to the new owner.

C. *Parking.* Lessee may park their vehicle in or on the Leased Premises during such time that Lessee is using the Aircraft. Storage of boats, campers or other non-aviation items on the premises may be allowed only with the written permission of the Executive.

D. *Liability of Invitees.* Lessee shall be responsible and liable for the conduct of its invitees in and around the Leased Premises.

Section 3.2 Condition of Leased Premises. Lessee accepts the Leased Premises in their present "as is" condition. Lessee acknowledges and agrees that Authority makes no representation or warranty as to the condition of the Leased Premises, whether as to patent, latent or other defects and general condition. Authority has no obligation to repair or replace the Leased Premises or any component or part thereof, whether or not affixed to the building. Lessee releases Authority and

holds it and its officers, directors, employees and agents harmless for any claims arising out of any condition of the Leased Premises. Lessee agrees that the Leased Premises are now in a tenantable and good condition. Lessee shall take good care of the Leased Premises and they shall not be altered, repaired or changed without the written consent of Authority. Lessee shall, at its expense, when surrendering said Leased Premises, remove from said Leased Premises and said building, all partitions, counters, railing, etc., installed in Leased Premises by said Lessee. All damage or injury done to the Leased Premises by Lessee, shall be paid for by Lessee. Lessee shall, at the termination of this Agreement, surrender the Leased Premises to Authority in tenantable and good condition.

Construction of Improvements. Lessee shall not make any structural, electrical or other modification (including painting, wall and/or floor coverings) to the Leased Premises without first obtaining Authority's express written consent and obtaining Charlotte County permit(s) as required. With written approval of Authority, Lessee has the right at its own expense to construct improvements to the Leased Premises, all in compliance with the provisions of this Agreement. All such additions, alterations or improvements made to the Leased Premises shall become the property of Authority and will remain at the Leased Premises at the termination of this Agreement without compensation or payment to the Lessee. All personal property of Lessee which can be removed by Lessee without material damage to the Leased Premises shall remain the personal property of Lessee and may be removed by Lessee at any time during and at the end of the Lease Term. Lessee shall, in removing any such property, repair all damage to the Leased Premises caused by such removal.

Section 3.4 Repairs. It is the responsibility of Lessee to report any damage, necessary repairs or maintenance to the Leased Premises to Authority immediately. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage due to fuel spillage or damage to doors due to Lessee's improper or negligent operation. When damage is due to the fault of the Lessee, Lessee shall reimburse Authority for the cost of necessary repairs.

Section 3.5 Compliance with Fire Codes. Lessee agrees that construction of any improvements to the Leased Premises shall be in accordance with the Charlotte County Fire Codes. Lessee further agrees to be responsible for the custody of one (1) twenty (20) pound ABC fire extinguisher assigned to the Leased Premises. Lessee is responsible for the fire extinguisher assigned to the Leased Premises. If the fire extinguisher is misplaced or lost it is the Lessee's responsibility to pay for a replacement. There shall be no impairment to the access of the fire extinguisher.

Section 3.6 Access.

A. *Access to Leased Premises.* Lessee will be issued a key to allow gate access to the Leased Premises. Lessee shall provide evidence of aircraft ownership, partnership, club membership or spousal relationship to obtain a key. The first key is issued at no charge. Additional or replacement keys for authorized individuals shall be purchased for a non-refundable fee of TEN DOLLARS (\$10.00) each. Upon termination of this Agreement, all keys issued to Lessee will be returned to Authority. If keys are not returned, a charge of TWENTY DOLLARS (\$20.00) for a lock change will be initiated. If, during the Lease Term, Lessee requests a lock change, there will

be a charge of TWENTY DOLLARS (\$20.00) for the lock and TEN DOLLARS (\$10.00) per key, plus tax. No locks are to be replaced without permission of Authority.

B. *Access to Airport.* Authority agrees that if Lessee is not in breach of this Agreement, Lessee and Lessee's employees, officers, directors, sublessees (that are approved by Authority pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Lessee's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Authority, for the purposes for which they were designed, and as permitted by applicable Laws and Regulations as defined in Section 3.7) on a non-exclusive basis and to the extent reasonably necessary for Lessee's use, occupancy, and operations at the Leased Premises. Lessee and Lessee's Associates agree to comply with the Airport Ground Vehicle Driver Training Program. During special events at the Airport, Lessee acknowledges that the standard operation procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by Authority. Authority will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises. Lessee's failure to comply with the altered procedure is a default of this Agreement, and Authority may proceed to terminate this Agreement.

Section 3.7 Compliance with all Laws and Regulations. Lessee and Lessee's Associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Lessee's use, occupancy, or operations at the Leased Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, the Airport Rules and Regulations, Minimum Standards, the T-Hangar Rules and Regulations as attached in **Exhibit A** and made a part hereof (the "T-Hangar Rules and Regulations"), master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Lessee shall provide all required notices under the Laws and Regulations. Upon a written request by Authority, Lessee shall verify, within a reasonable time frame, compliance with any Laws and Regulations.

Section 3.8 No Unauthorized Use. Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Authority; any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Authority in its sole discretion); and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise.

Section 3.9 Permits and Licenses. Lessee shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Lessee's use, occupancy, or operations at the Leased Premises or the Airport. In the event that Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide Authority with timely written notice of the same.

Section 3.10 Payment of Taxes. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Lessee shall be responsible for any and all taxes generated by the Charlotte County Property Appraiser and Tax Collector and will set up quarterly payments with the Charlotte County Tax Collector.

Section 3.11 No Liens. No liens may be placed upon the Leased Premises. Within thirty (30) days, Lessee shall pay all lawful claims made against Authority and discharge all liens filed or which exist against the Leased Premises or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Lessee its contractors, subcontractors or materialmen. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to Authority, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Lessee or Authority. Authority shall give timely notice to Lessee of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Authority's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations by Authority. Authority represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Authority.

Section 4.2 Representations by the Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

ARTICLE V

OBLIGATIONS OF LESSEE

Section 5.1 Operations and Maintenance. Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. Lessee shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; shall store trash in covered metal receptacles; and shall dispose of used oil only in approved receptacles. In addition, Lessee agrees to comply with all applicable provisions of Authority’s National Pollution Discharge Elimination System and Pollution Prevention Plans. Any substance or material that is regulated by any Environmental Law (“Hazardous Materials”) shall be governed by Section 5.4.

Section 5.2 Additions and Alterations.

A. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Authority. All contractors doing work on the Leased Premises must be licensed by Charlotte County and the State of Florida. A permit must be obtained from the Charlotte County Community Development Department prior to commencement of any building, electrical or plumbing work on the Leased Premises and a copy of these permits must be furnished to the Executive prior to commencement of any work. A clearance also must be obtained from the Charlotte County Health Department if applicable.

B. Authority may, at the termination of this Agreement, require Lessee to remove any alterations, additions or improvements made to the Leased Premises by Lessee, and restore the Leased Premises to its original conditions. If Lessee does not remove such alterations, additions or improvements in a timely manner, Authority may do so at Lessee’s sole expense. Authority is authorized to deduct any such expenses from any funds or credits that may exist.

C. No compensation will be paid by Authority on account of any improvements Lessee may make and which are not removed at the termination of the lease.

Section 5.3 Security. Lessee is responsible to comply (at Lessee’s sole cost) with all security measures that Authority, the United States Transportation Security Administration, the United States Department of Homeland Security (“Homeland Security”), or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Lessee’s access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee’s Associates. Lessee agrees that Airport access credentials are the property of Authority and may be suspended or revoked by Authority for security-related reasons in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Executive any lost credentials or

credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport. Lessee acknowledges that the FAA or Homeland Security or subdivision may enact laws or regulations regarding security at general aviation airports such that Authority may not be able to comply fully with its obligations under this Agreement, and Lessee agrees that Authority will not be liable for any damages to Lessee or Lessee's personal property that may result from said noncompliance.

Section 5.4 Hazardous Materials.

A. *No Violation of Environmental Laws.* Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Leased Premises or the Airport by Lessee or Lessee's Associates in violation of applicable Environmental Laws. Lessee is responsible for any such violation as provided by Section 7.1.

B. *Response to Violations.* Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee or Lessee's Associates at the Airport, Lessee shall provide Authority with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Authority has reasonable cause to believe that any such release or threat of release has occurred, Authority may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Authority) to show that Lessee is complying with applicable Environmental Laws. Authority may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Authority determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee or Lessee's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's sole expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Authority a written remediation plan, and Authority reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Authority and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide Authority copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

C. *Obligations upon Termination and Authorized Transfers.* Upon any expiration or termination of this Agreement or any change in possession of the Leased Premises authorized by Authority, Lessee shall demonstrate to Authority's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. If the site is contaminated during Lessee's possession, Lessee shall bear all costs and responsibility for the required clean up, and shall hold Authority harmless therefrom. Notwithstanding anything to the contrary, the obligations of this Section 5.4 shall survive any termination of this Agreement.

Section 5.5 Utilities. No alteration to any utility is allowed without the written consent of the Executive.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Any aircraft projects of Lessee shall have prior written authorization from the airport Executive to begin work on the project. All projects must have builder's liability insurance with a minimum of \$300,000 liability coverage for property damage and bodily injury. Bodily injury may be limited to \$100,000 per person. All insurance companies must be authorized to do business in the State of Florida. Insurance coverage shall include Authority as additional named insured, providing fifteen (15) days notice of cancellation. Authority carries insurance to cover the building itself and it is Lessee's responsibility to carry insurance on the aircraft and contents of the hangar.

Section 6.2 Lessee's Indemnification and Duty to Pay Damages.

A. Lessee shall hold Authority exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of Authority, Lessee, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the intentional acts or omissions of Authority, its agents or employees.

B. Authority shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's misuse or neglect thereof, its apparatus or appurtenances.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

ARTICLE VII

ENFORCEMENT AND TERMINATION

Section 7.1 Lessee's Default. The occurrence of any of the following events shall constitute a default by Lessee under this Agreement unless cured within thirty (30) days following written notice of such violation from Authority: (i) Lessee fails to timely pay any Rent; (ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Premises); (iii) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement); (iv) Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a

receiver or trustee which is not dismissed within sixty (60) days; (v) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Lessee defaults in constructing any improvements that are required to be constructed under this Agreement; or (vii) Lessee dissolves or dies.

Section 7.2 Default by Authority. Authority shall not be in default under this Agreement unless Authority fails to perform an obligation required of Authority under this Agreement within thirty (30) days after written notice by Lessee to Authority. If the nature of Authority's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Authority shall not be in default if Authority commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, Authority shall have the option to:

A. Terminate this Agreement, resume possession of the Leased Premises for his own account, and recover immediately from Lessee the differences between the Rent and the fair rental value of the property for the term, reduced to present worth.

B. Resume possession and re-lease the Leased Premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of Rent comes due under this Agreement as Authority may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, Authority shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

Section 7.4 Remedies for Breach of Agreement. If Lessee shall fail to perform or breach any provision of this Agreement other than the agreement of Lessee to pay Rent, Authority shall provide written notice to Lessee specifying the performance required. Ten (10) days after such notice is provided under this Section 7.4, Authority may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement. Should litigation be filed by Authority and it is the prevailing party in that litigation, Lessee shall be liable for all expenses related to such litigation, including Authority's reasonable attorney's fees.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Lessee. Lessee shall not assign this Agreement or grant any license to use the Leased Premises. Authority shall have the right, in Authority's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to

have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 8.2 Encumbrances. Lessee shall not encumber or permit the encumbrance of (i) any real property at the Airport or (ii) any of Lessee's rights under this Agreement. Any purported encumbrance of rights in violation of this Section 8.2 is void.

Section 8.3 Subleasing. Subject to Authority's prior written consent, which Authority may provide or withhold in Authority's sole discretion, Lessee shall have the right to sublease for aircraft only. Subleases may be authorized where multiple aircraft may fit. Sublessee must sign a sublease with Authority. Under all sublease arrangements, Lessee is responsible for payment of the Rent. No sublease shall relieve Lessee of any obligation under this Agreement. Authority will give first opportunity for subleases to those individuals or entities on Authority's waiting list. Any aircraft in the Leased Premises that is not registered to the Lessee without prior written permission of the Executive will be considered a sublessee and the Lessee will be in violation of this Agreement. Regardless of Authority's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Addresses. All rent payable and notice given under this Agreement to Authority shall be paid and given at 28000 A-1 Airport Road, Punta Gorda, FL 33982, or such other place as Authority shall specify in writing. All notices given under this Agreement to Lessee shall be sent to:

Name _____

Address _____

City, State, ZIP _____

Telephone Number _____ FAX _____

E-mail address _____

Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

Section 9.2 No Waiver. The waiver by Authority of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Authority shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement,

other than the failure of Lessee to pay the particular rental so accepted, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 9.3 Lessee's Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of Authority or Authority's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 9.4 Additional Charges as Rent. Any charges against Lessee by Authority for services or for work done on the Leased Premises by order of Lessee or otherwise accruing under this Agreement shall be considered as Rent due.

Section 9.5 Subordination to Grant Assurances. This Agreement shall be subordinate to the provisions of any existing or future agreements between Authority and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Authority of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, Authority has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

Section 9.6 Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns that Lessee will not conduct operations in or on the Leased Premises in a manner that in the reasonable judgment of Authority, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by Authority unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable federal Grant Assurance; (vi) is in contradiction to any rule, regulation, directive or similar restriction issued by agencies having jurisdiction over the Airport including the FAA, Homeland Security, the Transportation Security Administration and Customs and Border Patrol, or (vii) would involve any illegal purposes. In the event this covenant is breached, Authority reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to Authority of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 9.7 Emergency Closures. During time of war or national emergency, Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the Government, will be suspended.

Section 9.8 Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement. The term “including” shall not be construed in a limiting nature, but shall be construed to mean “including, without limitation.”

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 9.9 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If Authority (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A “force majeure event” is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law. Lessee hereby releases Authority from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the Lease Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a force majeure event.

Section 9.10 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Florida. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate State courts in and for Charlotte County, Florida.

Section 9.11 Amendments and Waivers. No amendment to this Agreement shall be binding on Authority or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 9.12 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement

contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 9.13 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

Section 9.14 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 9.15 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 9.16 Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section 9.16.

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

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The Lessee, with regard to the work performed by it or use of the Leased Premises during the Lease Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Contracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.
6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Section 9.16(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request Authority to enter into any litigation to protect the interests of Authority. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

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

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- x. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its sublessee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (i) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

F. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 9.16(A) through Section 9.16(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

K. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by the Grant Assurances, and Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Grant Assurance 23)

L. Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. (FAA Order 5190.6B)

M. Authority reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. (FAA Order 5190.6B)

N. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between Authority and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B)

O. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B)

P. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Grant Assurance 22(f))

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 20__.

CHARLOTTE COUNTY
AIRPORT AUTHORITY:

By: _____

Printed name: _____

LESSEE:

By: _____

Printed name: _____

By: _____

Printed name: _____

WITNESS:

By: _____

Printed name: _____

EXHIBIT A

T-HANGAR RULES AND REGULATIONS

1. All vehicles will be parked in areas so as not to block **TAXIWAYS, HANGAR DOORS** or restrict movement of any aircraft.

2. Speed limit on T-Hangar ramp will not exceed 10 M.P.H. for vehicular traffic.

3. All aircraft will observe prudent taxi speeds in accordance with current FAA guidelines or directives.

4. Lessee vehicles may not enter any **RUNWAY, TAXIWAY** or **SAFETY AREA**. Please be aware of your location at all times and limit the amount of driving you must do on the aprons and ramp areas to an absolute minimum. No tenants are permitted to operate their vehicles on the main ramp area.

5. Lessee will keep his T-Hangar clean at all times and it will be subject to inspection by the airport personnel. If any fire or accident hazards are discovered, Lessee will be so informed and Lessee will, within ten (10) days of this notice, correct the problem. Each lessee is authorized to store one (1) five (5) gallon container of gasoline. The gasoline container must be an approved safety container. Tenants having more than six (6) containers (not to exceed one 1 quart each) of flammable material must store the material in an approved fire safety cabinet.

6. T-Hangars are for storage of aircraft. Major aircraft repairs and painting therein is prohibited. Storage of boats, campers, or other non-aviation items may only be allowed with the written permission of the Executive. Lessee's automobile may be parked in the hangar while the Aircraft is being flown.

7. Lessee is permitted to perform those repairs and/or maintenance, which the Lessee is FAA certified to complete under Federal Air Regulations, Part 43. Any other aircraft maintenance performed on the Aircraft or in the tenant's T-Hangar must be completed by an Authority-approved aircraft mechanic. While projects may be authorized, welding, spray painting, power sanding, or the generation of any nuisance (dust etc.) or other hazard to the T-hangar building or other tenant is prohibited. Engine major overhauls and fuel system drainage are prohibited in the hangar.

8. Kerosene or gas fired heaters or any type of open flame heater or apparatus are prohibited.

9. No partitions shall be removed nor any structural changes made in the hangar without written permission from Authority. No changes may be made to the T-Hangar electrical or water systems.

10. Locks are furnished with each hangar. These locks will not be replaced or removed.

Exhibit A

_____AUTHORITY

_____LESSEE

11. Aircraft engines are not to be started or run inside T-Hangars for any reason at any time.

12. Airport facilities and resources are for aircraft use only. The washing or maintenance of cars, trucks, boats or other mechanical apparatus is prohibited.

13. The creation of any environmentally hazardous condition is prohibited.

14. In accordance with NFPA 70, Article 513.10 (C) Special Equipment, aircraft energizers shall be designed and mounted so that all electric equipment and fixed wiring shall be at least eighteen (18) inches above floor level including, but not limited to, refrigerators and fans.