

SUBLEASE

FROM

AFCO CARGO RSW, LLC

(“LANDLORD”)

TO

LEE COUNTY PORT AUTHORITY

(“TENANT”)

AT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

DATED _____, 2024

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE 1	INFORMATION, DEFINITIONS, AND BASIC TERMS	1
1.1	Information, Definitions, and Basic Terms	1
ARTICLE 2	LEASE OF PREMISES	3
2.1	Premises and Other Areas.....	3
2.2	No Merger of Estates	3
2.3	Consent of Master Landlord.....	3
2.4	Use of Common Areas	3
2.5	Quiet Enjoyment.....	4
2.6	Master Lease	4
2.7	Early Occupancy	4
2.8	Acceptance of Premises	4
ARTICLE 3	RENT	5
3.1	Rent.....	5
3.2	Address for Payments.....	5
3.3	Payment	5
3.4	Late Payment Charges and Interest	5
3.5	Attorneys' Fees	5
3.6	Payment of Additional Rent	5
ARTICLE 4	UTILITIES	5
4.1	Services Provided by Landlord	5
4.2	Discontinuance of Service	6
4.3	Trash Removal.....	6
4.4	Interruption of Service	6
ARTICLE 5	SUBSTITUTION OF PREMISES	6
5.1	Notice of Substitution	6
5.2	Move to Substitute Premises	6
5.3	Reimbursement of Moving Expenses	7
5.4	New Lease	7
5.5	Adjustment of Rent.....	7
ARTICLE 6	OPTION TO EXTEND TERM	7
6.1	Option to Extend Term	7
6.2	Limitation on Exercise	7
6.3	Personal Option	7
ARTICLE 7	ASSIGNMENT AND SUBLETTING	7
7.1	No Assignment.....	7
7.2	Assignment in Violation is Void.....	7
7.3	Option to Terminate Sub-subleases or Require Attornment.....	8
7.4	Option to Terminate or Assume Other Agreements with Third Parties	8
7.5	Assignment Under Bankruptcy Code.....	8
7.6	Assignability by Landlord	8
7.7	Use of Term "Landlord"	8
ARTICLE 8	ALTERATIONS	8
8.1	Alterations	8
8.2	Approval by Landlord	9
8.3	Inspection by Landlord.....	9
8.4	Bonds	9
8.5	Insurance Covering Tenant's Work.....	9
8.6	Removal of Alteration.....	9
8.7	No Distrainment	10

ARTICLE 9	INSURANCE AND INDEMNITY	10
9.1	Insurance Procured by Tenant.....	10
9.2	General Provisions on Insurance	11
9.3	No Conflict with Insurance	12
9.4	Waiver of Liability of Landlord	12
9.6	Survival	13
ARTICLE 10	HAZARDOUS MATERIALS	13
10.1	Definitions	13
10.2	Tenant Move-In Environmental Questionnaire	13
10.3	Environmental Requirements.....	13
10.4	Cleanup	13
10.5	Report of Release to Authorities	13
10.6	Report of Release to Landlord	14
10.7	Tenant's Liability for Releases	14
10.8	Operations.....	14
10.9	Handling of Hazardous Materials	14
10.10	Inspection.....	14
10.11	Survival	14
ARTICLE 11	SURRENDER AND REMOVAL	14
11.1	Surrender	14
11.2	Removal of Personal Property and Alterations	15
11.3	Compliance with Move-Out Standards	15
11.4	Holding Over	15
ARTICLE 12	CONDUCT OF BUSINESS BY TENANT	15
12.1	Use of Premises.....	15
12.2	Payment of Taxes	16
12.3	Procurement of Licensure	16
12.4	Signs and Marks	16
12.5	Legal Requirements	16
12.6	Notice by Tenant.....	16
12.7	Rules and Regulations	16
12.8	Compliance with Law	17
ARTICLE 13	MAINTENANCE OF PREMISES	17
13.1	Maintenance by Landlord.....	17
13.2	Care of Premises	17
13.3	Exception to Article	18
ARTICLE 14	DAMAGE TO PREMISES	18
14.1	Report of Damage to Premises.....	18
14.2	Substantial Damage to Premises.....	18
14.3	Obligation to Rebuild.....	18
14.4	Rent Abatement	18
ARTICLE 15	CONDEMNATION.....	18
15.1	Condemnation of Whole	18
15.2	Condemnation of Any Part.....	19
15.3	Condemnation of Less Than Whole.....	19
15.4	Distribution of Condemnation Payment	19
ARTICLE 16	SUBORDINATION AND FINANCING.....	19
16.1	Subordination	19
16.2	Execution of Subordination and Estoppel	19
16.3	Subordination by Landlord's Mortgagee or Lessor and Attornment	19
16.4	No Termination by Tenant Without Notice to Mortgagee.....	20
16.5	Notice to Lender; Cure by Lender.....	20

ARTICLE 17	DEFAULT BY TENANT	20
17.1	Defaults	20
17.2	Landlord's Remedies	21
17.3	Injunction	21
17.4	Landlord's Right to Perform for Account of Tenant.....	21
17.5	Additional Remedies and Waivers	22
ARTICLE 18	ACCESS BY LANDLORD	22
18.1	Emergency Access	22
18.2	Regular Access	22
18.3	Reservation of Rights of Access	22
18.4	Authorization of Agents	22
ARTICLE 19	NOTICES	22
19.1	Electronic Notice	22
19.2	Hardcopy Notice.....	23
19.3	Notice by Posting at Premises	23
ARTICLE 20	BROKERAGE	23
20.1	Brokerage.....	23
ARTICLE 21	MISCELLANEOUS.....	23
21.1	Professional Fees	23
21.2	No Partnership	23
21.3	Interpretation	23
21.4	Counterparts	24
21.5	Recording.....	24
21.6	Severability.....	24
21.7	No Merger	25
21.8	Force Majeure	25
21.9	Headings	25
21.10	Representations of Landlord.....	25
21.11	Entire Agreement; Amendments.....	25
21.12	Authority	25
21.13	Governing Law	25
21.14	Venue.....	25
21.15	Waiver of Trial by Jury	25
21.16	Time of Essence	25
21.17	Acceptance by Landlord	26

LIST OF EXHIBITS

EXHIBIT A – PROJECT, PREMISES, AND COMMON USE SPACE

EXHIBIT C – MOVE OUT STANDARD

EXHIBIT D – RULES AND REGULATIONS

EXHIBIT E – TENANT MOVE-IN ENVIRONMENTAL QUESTIONNAIRE

SUBLEASE

THIS SUBLEASE ("Sublease") is made and entered into as of the ____ day of _____ 2024, by and between **AFCO Cargo RSW, LLC**, a Delaware limited liability company ("Landlord"), and **Lee County Port Authority**, a special district of the State of Florida ("Tenant") as follows:

ARTICLE 1 INFORMATION, DEFINITIONS, AND BASIC TERMS

1.1 Information, Definitions, and Basic Terms

Each reference in this Sublease to information and definitions contained in the following and each use of the terms capitalized and defined in this Section 1.1 will be deemed to refer to and will have the respective meaning specified in this Section 1.1.

- (a) Airport – Southwest Florida International Airport.
- (b) Project – Landlord's leasehold under the Master Lease.
- (c) Premises – That portion of the Project leased by Tenant hereunder and made up of the components specified in Table 1 and as indicated on Exhibit A.

Table 1	
Area	Premises
Building Premises*	Approximately 3,917 square feet ("Building Premises") tentatively to be known as Suite 500
Exclusive Use Apron Space	Approximately 2,792 square feet

* Except those marked as exclusive use of Tenant, which will include three (3) spaces to be marked in front of the Building Premises, parking spaces at the Project may be used on a first-come-first-served basis ("Common Use Parking Area"). The Parking Lot may only be used for the daily parking of passenger vehicles.

- (d) Common Areas – Those portions of the Project, as determined by Landlord from time to time, and that may be specified on Exhibit A, which are (i) not part of the Premises, (ii) not leased or designated to be leased to third parties, and (iii) not designated for the exclusive use of Landlord or a third party, including Common Use Parking Area, Common Use Truck Maneuvering Area and Loading Dock, Common Use Warehouse Space, and Common Use Apron. Landlord may, in its discretion, change portions of the Common Areas to other types of areas and/or designate portions thereof for specific uses and *vice versa*. Use of Common Area will be subject to such rules as Landlord may specify from time to time.
- (e) Base Rent – \$35.90 per square foot of the Building Premises per annum, *i.e.*, \$140,620.30 per annum. The Base Rent will escalate on each anniversary of the Commencement Date by four (4%). For the avoidance of doubt, there is no separate Base Rent for Exclusive Use Apron Space.
- (f) Additional Rent – All amounts required to be paid by Tenant under this Sublease other than Base Rent. It is acknowledged that Florida state tax would ordinarily be due on the Base Rent. Tenant is exempt from that tax, and will provide documentation to Landlord evidencing same.
- (g) Rent – Base Rent plus Additional Rent.
- (h) Commencement Date – Acknowledging that the Building is under construction, the Commencement Date will not be prior to the date it is permissible to use the Premises for the uses specified herein, *e.g.*, issuance of a certificate of occupancy, temporary certificate of occupancy, or the like. Landlord will give Tenant notice ninety (90) days in advance of its reasonable estimate of the Commencement Date ("Preliminary Notice"). Landlord will give Tenant not less than thirty (30) days prior written notice of the Commencement Date.

Landlord will make reasonable efforts to keep Tenant informed of the estimated date that Tenant may obtain access to the Premises to install Tenant's equipment and fixtures.

- (i) Term – That period of three (3) years beginning on the Commencement Date, unless earlier terminated or extended as provided herein.
- (j) Extension Options – Subject to ARTICLE 6, Tenant will have one (1) option to extend the Term by two (2) years. Such option may be exercised no earlier than twelve (12) months prior nor later than six (6) months prior to the otherwise applicable Expiration Date.
- (k) Master Landlord – The landlord or such other term therefor used therein under the Master Lease.
- (l) Master Lease – That certain Ground Lease For Construction and Operation of an Air Freight Building at Southwest Florida International Airport between Lee County Airport Authority and Landlord dated November 4, 2021, as amended November 3, 2022, as may be further amended, restated, or replaced from time to time.
- (m) Landlord's Address for Notice –
 - Via USPS:
 - AFCO Cargo RSW, LLC
P.O. Box 16860
Washington, DC 20041-6860
 - For courier deliveries only:
 - AFCO Cargo RSW, LLC
45025 Aviation Drive, Suite 100
Dulles, VA 20166
- (n) Landlord's E-Mail Address for Notice –
 - mtartt@aviationfacilities.com
- (o) Landlord's Contact Person –
 - Mark E. Tartt
Director – Facilities Management
Aviation Facilities Company Management, LLC
P.O. Box 16860
Washington, DC 20041-6860
Direct Dial: (703) 288-8594
Fax: (703) 902-2901
Cell: (413) 316-2677
E-mail: mtartt@aviationfacilities.com
- (p) Landlord's Address for Payment –
 - AFCO Cargo RSW, LLC
P.O. Box 16860
Washington, DC 20041-6860
 - or
 - Payments of Rent may be made to Landlord via Automatic Clearing House (ACH) according to instructions provided from time to time by Landlord.
- (q) Tenant's Address for Notice –
 - Lee County Port Authority
Attn: Mr. Brian McGonagle, Deputy Executive Director - Administration
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671

Fort Myers, Florida 33913

(r) Tenant's E-Mail Address for Notice –

bwmcgonagle@flylcpa.com

(s) Tenant's Local Contact –

Name: Mr. James Furiosi, Director, Maintenance

Address: 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913

Phone: 239-590-4860

E-mail: jjfuriosi@flylcpa.com

(t) Tenant's EIN – Tenant represents that the Employer Identification Number (EIN) issued to it by the Internal Revenue Service is 59-6000702.

(u) State – Florida.

ARTICLE 2 LEASE OF PREMISES

2.1 Premises and Other Areas

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term subject to all of the terms, covenants, and conditions contained herein and also subject to any easements, covenants, restrictions, or agreements now or hereafter of record and affecting the Project or any portion thereof. The exterior walls, floor, ceiling, and the area above and beneath the Premises are not demised hereunder, and the use thereof is hereby reserved to Landlord. Landlord further reserves the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, tunnels, sewers, and structural elements leading through or adjacent to the Premises in locations that will not materially interfere with Tenant's use thereof.

2.2 No Merger of Estates

Acknowledging that Tenant is the Master Landlord under the Master Lease, this Sublease will not operate to merger the estates of Master Landlord in the Airport and the leasehold estate created hereunder.

2.3 Consent of Master Landlord

Acknowledging that Tenant is the Master Landlord under the Master Lease, any request by Tenant that would require the consent or approval of the Master Landlord, by making such request such consent or approval will be deemed granted.

2.4 Use of Common Areas

Subject to the terms of this Sublease, Tenant will have the right to use the Common Areas in common with others (including non-tenants). Landlord and only Landlord will control the use of the Common Areas. Landlord may at any time close all or any portion of the Common Area, including to make repairs or changes, prevent the acquisition of public rights in such areas, or discourage unauthorized use, provided Landlord does not materially interfere with Tenant's access to and from, and use of, the Premises. To the extent practicable, Landlord will endeavor to notify Tenant in advance of any closing of any portion of the Common Area. Landlord may modify, from time to time, the locations, traffic flow pattern, and layout of aircraft and motor vehicle parking spaces and the entrances or exits to adjoining taxiways, public streets, or walkways. Landlord may utilize portions of the Common Areas for entertainment and displays and may do such other acts in and to the Common Areas as in its judgment may be desirable, provided that such other uses do not materially interfere with Tenant's access to and from, and use of, the Premises. Landlord also reserves the right to (i) designate portions of the Common Areas for use by specific tenants only; (ii) designate portions of the Common Areas for other purposes; (iii) erect additional buildings or other structures or additions to existing buildings or structures on any portion of the Common Areas; or (iv) change the location of any existing buildings and structures to any location in the Project. Tenant acknowledges that any and/or all of the Common Areas and all services, facilities, and any access by the public to the Premises or the Project or any portion thereof may be suspended, in whole or in part, during any period of actual or threatened civil commotion, insurrection or other

circumstances beyond Landlord's control when Landlord, in Landlord's sole discretion, will deem the suspension of such services, facilities, and access necessary for the protection and preservation of persons or property. Notwithstanding any of the foregoing, if Landlord materially interferes with Tenant's access to and from the Premises, or use thereof, and fails to remedy such interference within fifteen (15) days, Tenant may, at its option, either abate the Base Rent due for such period, or terminate this Sublease by written notice to Landlord.

2.5 Quiet Enjoyment

Provided that Tenant timely performs all the terms of this Sublease, including payment by Tenant of all Rent as and when due, Tenant will peaceably and quietly have, hold, and enjoy the Premises during the Term without hindrance, disturbance, or molestation from or by Landlord, subject, however, to all of the terms, conditions, and provisions of all deeds of trust, mortgages, leases, restrictive covenants, easements, and other encumbrances of record affecting the Project, provided that any not of record as of the date hereof will not interfere with Tenant's quiet enjoyment hereunder.

2.6 Master Lease

- (a) This Sublease and Tenant's rights hereunder are subject and subordinate to the terms, provisions, covenants, restrictions, and conditions of the Master Lease, including, without limitation, the obligations of Landlord under the Master Lease to comply with all applicable law, including such rules and regulations as the Master Landlord may have and may in the future issue.
- (b) All terms of the Master Lease specified to be incorporated in this Sublease, if any, are hereby so incorporated.
- (c) Tenant covenants and agrees that Tenant will not by its acts or omissions cause a default (for all purposes of this Sublease the term "default" includes "breach" or the like resulting in Landlord not being or threatening to not comply with the Master Lease) under the Master Lease.
- (d) This Sublease will terminate upon the expiration or earlier termination of the Master Lease.
- (e) Notwithstanding anything contained in this Sublease to the contrary, Tenant will be liable for money damages in tort for injuries to or losses of Landlord's property, or personal injury or death to any person, caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Tenant while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes and only to that extent.
- (f) This Section 2.6 will survive the expiration or termination of this Sublease.

2.7 Early Occupancy

Subject to Landlord's prior written consent, which consent may be refused or conditioned, Tenant may enter all or the usable portions of the Premises prior to the Commencement Date for the sole purpose of preparing the Premises for the Permitted Uses (as defined below) subject to compliance with ARTICLE 8 hereof, without paying Rent provided that before such entry Tenant (i) has executed this Sublease, (ii) has provided to Landlord all certificates of insurance required of Tenant hereunder effective during such early occupancy, (iii) has paid to Landlord the first month's Rent, and (iv) has placed the electric utility for the Premises in Tenant's name. Any such early entry will not: (i) change the Commencement Date or the Expiration Date, or (ii) make Landlord liable in any way for any injury, loss, or damage incurred by any person or to any property resulting from, or in connection with, such early entry upon the Premises. In no event may Tenant commence the Permitted Uses in the Premises under this provision.

2.8 Acceptance of Premises

As of the earlier of the Commencement Date or the date of entry under Section 2.7, Tenant (i) has inspected and accepted the Premises in an "as is" and "where is" condition, (ii) agrees that the building and improvements comprising the same are suitable for the purpose for which the

Premises are leased and Landlord has made no warranty, representation, covenant, or agreement for the merchantability or fitness and satisfactory condition, (iii) has accepted the Premises and Common Areas as being in a good and satisfactory condition, (iv) waives any existing, patent defects in the Project, Premises and Common Areas, and (v) agrees that there are no representations or warranties, expressed, implied or statutory, that extend beyond those set forth in this Sublease or existing under State law.

ARTICLE 3 RENT

3.1 Rent

Tenant hereby covenants and agrees to pay to Landlord for and during the Term on or before the first day of each calendar month, Base Rent in equal monthly installments. If the actual Commencement Date occurs other than on the first day of the calendar month, then Base Rent for such month will be prorated on a *per diem* basis.

3.2 Address for Payments

Tenant will make all payments of Rent to Landlord's Address for Payment, or at such other address, or to such other payee or recipient, as Landlord may from time to time designate by notice to Tenant.

3.3 Payment

Except as specified herein, Tenant will pay all Rent without prior notice or demand therefor, and without any counterclaim, set-off, deduction, credit, or defense whatsoever, it being understood and agreed that Tenant's covenant to pay the Rent is hereby deemed to be, and will be, independent of the obligations of Landlord hereunder. All Rent will be payable in coin or currency of the United States of America which at the time of payment is legal tender for payment of obligations. If Landlord will at any time accept any payment of Rent after the same will become due and payable, such acceptance by Landlord will not excuse a delay in payment upon subsequent occasions, or constitute, or be construed as a waiver of, any or all of Landlord's rights under this Sublease. No payment or receipt by Landlord of a lesser amount than due, even if so marked, endorsed or accompanied, preceded or followed by other communication, will be deemed to be other than on account of the earliest amount due with application to interest due thereon first and, for the avoidance of doubt, will not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance due and to pursue any other remedies provided in this Sublease or by law. Tenant's obligation for the payment of Rent will survive the expiration or termination of this Sublease.

3.4 Late Payment Charges and Interest

Tenant will pay a late charge of five percent (5%) of the amount of any Rent not paid by when due. In addition to the foregoing late charge, all past due payments of Rent will bear interest from the due date until paid at the rate of one and a half percent (1½%) per month, but not more than the maximum rate permitted under applicable law. Said interest will be compounded monthly, where any part of a month will be deemed a whole month.

3.5 Attorneys' Fees

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

3.6 Payment of Additional Rent

Any Additional Rent payable under this Sublease not due without an invoice will be due within ten (10) days after Landlord's delivery of an invoice to Tenant without any offset.

ARTICLE 4 UTILITIES

4.1 Services Provided by Landlord

- (a) Landlord will supply to the Premises reasonable amounts of water and sewer service.
- (b) Tenant will not install any electrical equipment requiring special wiring unless approved in advance by Landlord. At no time will Tenant allow the use of the electric current in the

Premises to exceed the capacity of existing feeders and risers to or wiring in the Premises. Subject to Landlord's prior approval under Section 8.1, if Tenant desires any risers or wiring to meet Tenant's electrical requirements, Landlord will have such risers or wiring installed provided that the result will not (i) cause permanent damage or injury to the Building or the Premises, (ii) cause or create a dangerous or hazardous condition, (iii) entail excessive or unreasonable alterations, repairs or expenses, or (iv) interfere with or disturb other tenants or occupants of the Building.

4.2 Discontinuance of Service

Landlord's obligation to furnish utility services specified in Section 4.1 will be subject to the rules and regulations of the supplier of such services and the rules and regulations of any governmental authority regulating the business of providing such utility services. Landlord will have the right, at Landlord's option, upon not less than thirty (30) days prior written notice to Tenant (which may be less if either the discontinuance of such service is required by applicable law or Landlord receives shorter notice from the utility company providing such service), to discontinue such service to the Premises and arrange for a direct connection thereof to a public utility supplying such service. If Landlord gives notice of discontinuance, Tenant, as coordinated with Landlord and applicable third parties, will make all necessary arrangements with the public utility supplying such service to furnish electricity or other utility services to the Premises, and, unless required by law or regulations of such public utility, Landlord will not discontinue such service to the Premises until such public utility is ready to supply service to the Premises.

4.3 Trash Removal

Landlord will employ trash and garbage removal service for the Project. Tenant may, at its own expense, employ its own trash and garbage removal service, subject to Landlord's prior written consent and the terms of this Sublease.

4.4 Interruption of Service

No unintentional failure to furnish, stoppage of, or failure or interruptions of the services referred to in this ARTICLE 4 will make Landlord liable in any respect for damages to any person, property, or business, or be construed as the eviction of Tenant, or entitle Tenant to any abatement of Rent or other relief from any of Tenant's obligations under this Sublease unless such discontinuation exceeds 15 days.

4.5 Services Procured by Tenant

Except as provided in Section 4.1, Tenant, at Tenant's sole cost and expense, will arrange for and pay all costs of and charges for electricity, natural gas, telephonic, Internet, and other services consumed on the Premises commencing on the Commencement Date and continuing throughout the Term. Tenant will pay all costs associated with such services including, without limitation, the cost of installation thereof, directly to the companies providing the services.

4.6 Deregulation of Utilities

Notwithstanding anything to the contrary contained herein, if multiple utility suppliers are available to serve the Project, Landlord may, with the consent of Master Landlord (if such consent is required), change utility suppliers if Landlord, in its discretion, determines that such change would reduce costs for the Project. Tenant agrees to reasonably cooperate with and coordinate the changing of any supplier.

ARTICLE 5 SUBSTITUTION OF PREMISES

5.1 Notice of Substitution

Landlord will have the right, from time to time, upon not less than sixty (60) days' notice to Tenant, to substitute different premises ("Substitute Premises") for the Premises hereunder ("Original Premises"). Such Substitute Premises will be in the same building and reasonably comparable to the Original Premises.

5.2 Move to Substitute Premises

As coordinated with Landlord, and following a plan therefor reasonably agreed between Landlord and Tenant, but absent such agreement as reasonably directed by Landlord, Tenant agrees to relocate from the Original Premises to the Substitute Premises in a reasonable and timely fashion.

5.3 Reimbursement of Moving Expenses

Landlord agrees to reimburse Tenant for the costs that it reasonably incurs for the move under Section 5.2, plus the cost of relocating or replacing Tenant's improvements, and the costs of removing Tenant's alterations and repairing any resulting damage to the Premises per Section 11.2. Landlord will not, however, be liable for damage to Tenant's personal property incurred in the course thereof.

5.4 New Lease

It is agreed that this Sublease will terminate for the Original Premises upon Tenant vacating the Original Premises as though the Term has reached its end ("Original Premises Deletion Date") and continue for the Substitute Premises as the Premises upon Tenant taking occupancy thereof ("Substitute Premises Occupancy Date"). It is acknowledged that to minimize the interference with Tenant's business, the foregoing may involve Tenant briefly operating at and occupying both the Original Premises and the Substitute Premises. For the avoidance of doubt, if Tenant has vacated the Original Premises in a condition such that, due to conditions for which Tenant is responsible, it is not reasonably tenantable, and Landlord notifies Tenant of same, then the Original Premises Deletion Date will not occur until Tenant has repaired any damage it created to the extent necessary to render the Original Premises tenantable.

5.5 Adjustment of Rent

- (a) Rent will commence for the Substitute Premises upon the Substitute Premises Occupancy Date, provided, however, that such rent will be abated for the period for which Tenant continues to occupy and owe Base Rent for the Original Premises provided that Tenant promptly vacates the Original Premises following the plan therefor.
- (b) For the avoidance of doubt, Rent may come due for the Original Premises after the Original Premises Deletion Date for matters occurring prior thereto.
- (c) The rent for the Substitute Premises will be adjusted based on the square footage thereof versus that of the Original Premises.

ARTICLE 6 OPTION TO EXTEND TERM

6.1 Option to Extend Term

Tenant will have the option to extend the Term for the period specified in Section 1.1(j) by giving written notice thereof to Landlord of its exercise thereof within the time limitations specified there. Following the exercise of an Extension Option, the Expiration Date will henceforth be the date falling at the end of that Extension Term. If an Extension Option is not exercised all subsequent Extension Options will no longer apply.

6.2 Limitation on Exercise

Tenant will not have the right to exercise an Extension Option if Tenant is then in default of a material obligation under the terms of this Sublease. Once Tenant has exercised an Extension Option, Tenant will not have the right to revoke or withdraw such exercise.

6.3 Personal Option

All Extension Options will be personal to the original Tenant hereunder and will not apply to or be exercisable by any assignee, subtenant, or successor of Tenant.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 No Assignment

Tenant may not, by operation of law or otherwise, assign, mortgage, pledge, hypothecate, encumber, grant a license, concession, handling rights, or otherwise transfer or sublet under this Sublease or any part hereof, the interest of Tenant under this Sublease, or the Premises or any part thereof, nor will Tenant permit any of the Premises to be occupied for any purpose by anyone other than by Tenant.

7.2 Assignment in Violation is Void

Any attempted assignment, sublease, or other action in violation of Section 7.1 will be void and will constitute a Default. In no event will any assignment, subletting, or transfer, whether or not with

Landlord's consent, relieve Tenant of its primary liability under this Sublease for the entire Term, and Tenant will in no way be released from the full and complete performance of all the terms hereof.

7.3 Option to Terminate Sub-subleases or Require Attornment

If Landlord takes possession of the Premises before the expiration of the Term, Landlord will have the right, at its option, to terminate all sub-subleases or to take over any sub-sublease of the Premises and require that such sub-subtenant attorn to Landlord, as its landlord, under all the terms and obligations of such sub-sublease from and after such date.

7.4 Option to Terminate or Assume Other Agreements with Third Parties

If Landlord takes possession of the Premises before the expiration of the Term, Landlord will have the right, at its option, to terminate all licenses and other agreements under which third parties have access to or use of the Premises or to take over any agreement and require that such third party accept Landlord as the counterparty to such agreements, but subordinate to this Sublease.

7.5 Assignment Under Bankruptcy Code

In the event of an assignment by operation of law under Title 11 of the United States Code or any state bankruptcy or insolvency law, if Landlord elects not to terminate this Sublease under this ARTICLE 7 or is prohibited by law from terminating this Sublease, the assignee will provide Landlord with adequate assurance of future performance of all of the terms, conditions, and covenants of this Sublease, which will include, but which will not be limited to, assumption of all the terms, covenants, and conditions of this Sublease by the assignee, and the making by the assignee of the following express covenants to Landlord:

- (a) That assignee has sufficient capital to pay all the Rent and other charges then due and that will come due under this Sublease for the entire Term; and
- (b) That assumption of this Sublease by the assignee will not cause Landlord to be in violation or default of any provision in any other lease, financing agreement, or operating agreement relating to the Project; and
- (c) That such assignment and assumption by the assignee will not substantially disrupt or impair any existing tenant in the Project.

7.6 Assignability by Landlord

It is expressly understood and agreed that this Sublease and all rights of Landlord hereunder will be fully and freely assignable by Landlord, without notice to, or the consent of, Tenant, except as may be provided in the Master Lease.

7.7 Use of Term "Landlord"

The term "Landlord," as used in this Sublease, for covenants and obligations on the part of Landlord are concerned, will be limited to meaning and include only Landlord at the time in question. In the event of any transfer, assignment, or other conveyance or transfer of the Master Lease, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) will be automatically freed and relieved from and after the date of such transfer assignment or conveyance of all liability for the performance of any covenants or obligations on the part of Landlord contained in this Sublease thereafter to be performed and, without a further agreement, the transferee of such Master Lease will be deemed to have assumed and agreed to observe and perform all obligations of Landlord hereunder.

ARTICLE 8 ALTERATIONS

8.1 Alterations

Tenant will not make or cause to be made any alterations, installations, modifications, repairs, replacements, additions, or improvements ("Alterations") in or to the Premises or Project without the prior written consent of Landlord. If Landlord grants consent, such Alterations will be performed, at Tenant's sole cost and expense, and in a good and workmanlike manner and accordance with all applicable building codes, legal and insurance requirements. Such Alterations will not impede or interfere with Landlord's work in other parts of the Premises or the Project nor with other tenants of other portions of the Project. Tenant will ensure that no conflict is caused by Tenant's work with

any labor or other union contracts to which Landlord, Master Landlord, or either of their contractors or subcontractors may be a party. Such Alterations will be made either by Tenant's contractors approved in advance by Landlord (such consent not to be unreasonably withheld), or, if agreed to by Landlord, on terms satisfactory to Landlord, by Landlord and its contractors. If Landlord and Tenant agree that Landlord and/or its contractors make such Alterations, Tenant will pay Landlord's actual costs plus a fee of ten percent (10%) of such costs. Notwithstanding the foregoing, unless agreed to by Landlord (which agreement will be reasonably granted with respect to work involving the electrical systems wholly within the Premises provided that those performing such work hold all applicable licensure required therefor and all permits and other authorizations required for such work are obtain and documentation of the foregoing is provided to Landlord prior to the commencement of such work), in no event will anyone other than Landlord or its designee be permitted to perform any structural Alterations, or Alterations to the mechanical, electrical, or plumbing components of the Premises or Project. Tenant will provide Landlord with a set of the final approved drawings and a set of the final "as-built" drawings, if available, in hard copy and/or electronic format(s) acceptable to Landlord.

8.2 Approval by Landlord

Landlord may, in response to a request for approval submitted by Tenant under Section 8.1, require the submission of plans and specifications for the desired Alterations. If required, then such work, once commenced, must be performed following such approved plans and specifications and prosecuted diligently to completion. Tenant will reimburse Landlord for its costs reasonably incurred to third parties for its review, regardless of whether approval is granted, including the engagement of contractors therefor.

8.3 Inspection by Landlord

Any work performed by Tenant will be subject to Landlord's inspection and approval after completion to determine whether the same complies with the requirements of this Sublease and the specifications therefor. Tenant will reimburse Landlord for its costs reasonably incurred to third parties for its inspections, including the engagement of contractors therefor.

8.4 Bonds

Tenant agrees that Landlord will have the right, as a condition of its approval for projects of work with estimated costs in excess of one hundred and thousand dollars (\$100,000), at no expense to Landlord, to require that Landlord be furnished with payment and performance bonds naming Landlord as a co-obligee with Tenant of the guaranty of the completion of any Alterations.

8.5 Insurance Covering Tenant's Work

Tenant will not make any Alterations unless, before the commencement of such Alterations, Tenant will obtain or cause to be obtained by its contractors and maintain in effect during the performance of such Alterations and for not less than ninety (90) days following the completion thereof such insurances in such amounts and with such conditions as Landlord may reasonably specify, not to exceed those contained in the Master Lease for Landlord's work on the premises thereunder, including, without limitation, naming Landlord as an additional insured, providing a waiver of subrogation in favor Landlord. Before the commencement of such Alterations, Tenant will deliver to Landlord certificates thereof meeting insurance requirements specified by Landlord and reasonably acceptable to Landlord as set forth above.

8.6 Removal of Alteration

All Alterations made to or installed by or for Tenant in the Premises (including the leasehold improvements) will be and remain Landlord's property and will not be removed without Landlord's prior written consent. Tenant agrees if directed to or permitted to do so by Landlord in writing, to remove, at Tenant's expense, all or any part of the Alterations on or before the expiration or termination of this Sublease and Tenant will repair, or promptly reimburse Landlord for the cost of repairing, all damage done to the Premises by such removal. If Tenant fails to remove any Alterations that Landlord had in writing directed Tenant to remove, Landlord will have the right, on the fifth day after Landlord's delivery of a written notice to Tenant, to remove such Alteration. Tenant will pay to Landlord all costs incurred by Landlord therefor plus ten percent (10%). The provisions of this Section 8.6 will survive the expiration or any termination of this Sublease.

8.7 No Distrain

Notwithstanding anything contained in this Sublease to the contrary, all of Tenant's personal property, tools, equipment and trade fixtures installed or used in the Premises, shall be and remain Tenant's property. Tenant shall, at its sole expense, remove all of Tenant's personal property, tools, equipment and trade fixtures on or before the expiration or termination of this Sublease and Tenant will repair, or promptly reimburse Landlord for the cost of repairing, all damage done to the Premises by such removal.

ARTICLE 9 INSURANCE AND INDEMNITY

9.1 Insurance Procured by Tenant

- (a) Tenant, at Tenant's sole cost and expense, will obtain and maintain in effect at all times during the Term, policies providing for the following coverage:
- i. All risk property insurance covering Tenant's fixtures, all leasehold improvements, including all Alterations, equipment installed or located on the Premises, all furnishings, merchandise, and other contents in the Premises, for the full replacement value of said items. Coverage will at least insure against all perils included within the classification "all-risk" coverage under insurance industry practice in the State, together with insurance against vandalism, malicious mischief, fire, wind, smoke, riot, civil commotion, sprinkler leakage, or other sprinkler damage.
 - ii. General liability insurance, protecting against any liability (including product liability coverage) occasioned by any occurrence on or about any part of the Project, the Premises, or appurtenances thereto, including arising from any of the acts specified in Section 9.4 and/or against which Tenant is required to indemnify Landlord, with such policies to be in an amount not less than ten million dollars (\$10,000,000) combined single limit, written on an occurrence basis. This policy will include premises operations liability, contractual liability, personal injury, and broad form property damage, including XCU (*i.e.*, the common term referring to "explosion, collapse, and underground").
 - iii. Environmental impairment or pollution liability insurance coverage of not less than five million dollars (\$5,000,000) per occurrence for bodily injury (including death) and property damage, including remediation. Coverage must include sudden, accidental, and gradual occurrences, as well as, coverage for receiving, dispensing, transporting, removing, handling, or storing aviation fuels or any other pollutants, and may be written on a claims-made basis provided that coverage for occurrences happening during the Term will be maintained in full force and effect under the policy of "tail" coverage for at least two (2) years after expiration or termination of this Sublease. Notwithstanding the foregoing, in lieu of Tenant purchasing the coverage as set forth in this item iii, Tenant will have the option of self-insuring for such risks on and after its current policy expiring on April 1, 2024.
 - iv. Worker's compensation and employer's liability insurance affording statutory coverage with not less than statutory limits with the employer's liability insurance at limits of not less than two million dollars (\$2,000,000) each accident, two million dollars (\$2,000,000) each employee, and two million dollars (\$2,000,000) policy limit. In addition, such policy will include a "Waiver of Right to Recover From Others Endorsement" in favor of Landlord and its officers, directors, officials, employees, agents, representatives, successors, and assigns.
 - v. Automotive liability insurance covering liability arising from the ownership, maintenance, and use of all owned, non-owned, hired, leased, and rented trucks and automobiles, with a combined single limit of not less than two million dollars (\$2,000,000).
 - vi. If Tenant parks, operates, or services any aircraft at the Project, Commercial General liability insurance/aviation liability insurance in amounts not less than: five

hundred million dollars (\$500,000,000) per occurrence combined single limit for bodily injury (including death) and property damage liability. Coverage will include but not be limited to premises operations; blanket contractual liability; war risk and other perils which coverage will be five hundred million dollars (\$500,000,000) minimum; personal injury and advertising liability (contractual exclusion deleted) which coverage will be not less than twenty-five million dollars (\$25,000,000); "Special Causes of Loss," legal liability which coverage will be one million dollars (\$1,000,000); products and completed operations; separation of insureds and liability for vehicles on the restricted access areas of the airfield area including baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, cargo liability, and ground hangar keeper's liability, explosion, collapse, and underground property damage liability coverages will not be excluded from such insurance coverage. Compliance with the foregoing may be achieved by insurance provided by a third party, e.g., Tenant's customer, subject to compliance with Section 9.2.

9.2 General Provisions on Insurance

- (a) All insurance policies herein to be procured by Tenant, including those required under Section 9.1 and Section 8.5, will (i) be issued by good and solvent insurance companies authorized to do business in the State and having a rating of "A:XII" or higher by the A.M. Best Co., or its equivalent; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; (iii) except for worker's compensation insurance, insure and name Landlord and any mortgagee of the Project (as may be specified from time to time by notice from Landlord to Tenant) as additional insureds as their respective interests may appear; (iv) contain a provision that although Landlord and such mortgagees are named as additional insureds, Landlord and such mortgagees will nevertheless be entitled to recover under said policies for any loss, injury or damage to Landlord, such mortgagees or their servants, agents and employees by reason of the act or negligence of Tenant; (v) include a waiver of subrogation in favor of the foregoing additional insureds, (vi) contain a breach of warranty clause in favor of the foregoing additional insureds, and (vii) except where an exception is specified be on an "occurrence" basis and not a "claims-made" basis.
- (b) Every insurance policy required under this Sublease to be procured by Tenant, on or before the Commencement Date and before any such insurance policy will expire, Tenant will deliver to Landlord a certificate of insurance of each such policy or renewal thereof as well as a certificate thereof specifying the endorsements required hereunder, as the case may be, together with evidence of payment of all applicable premiums. Any insurance required to be carried hereunder may be carried under a blanket policy covering the Premises and other locations of Tenant, and if Tenant includes the Premises in such blanket coverage, Tenant will deliver to Landlord, as aforesaid, a certificate of insurance of each such insurance policy. The term "insurance policy" as used herein will be deemed to include any extensions or renewals of such insurance policy.
- (c) Before the Commencement Date and from time to time for additional insurance required hereunder and renewals thereof, Tenant will furnish Landlord with certificates evidencing that Tenant has all of the insurance required under this Sublease with endorsements meeting the requirements hereof. Tenant will provide written replies from its insurers to inquiries from Landlord regarding Tenant's insurance required hereunder.
- (d) Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein for Tenant's insurance coverage, will be deemed to limit or restrict in any way Tenant's liability arising under or out of this Sublease.
- (e) Except for environmental impairment and pollution liability insurance as addressed in Section 10.1(a)(iii) above, if Tenant fails to promptly furnish any insurance coverage hereunder required to be procured by Tenant, Landlord, at its sole option, will have the right to obtain the same and pay the premium therefor for a period not exceeding one (1)

year in each instance, and Tenant will reimburse Landlord for the premium so paid plus ten percent (10%).

9.3 No Conflict with Insurance

- (a) Tenant will not do or permit to be done any act or thing upon the Project that will invalidate or be in conflict with casualty insurance policies covering the Project, the Building, or any part thereof, including all Common Areas, or fixtures and property therein, or any other insurance policies or coverage referred to in this ARTICLE 9; and Tenant will comply with all rules, orders, regulations, and requirements of the Insurance Services Office, Inc. or any similar body, in the case of such fire insurance policies, and will not do, or permit anything to be done, in or upon the Project, or bring or keep anything therein, which will increase the rate of fire or other insurance on the Project or any property, including all Common Areas, located therein, or increase the rate or rates of any other insurance referred to herein applicable to the Project or any portion thereof. If because Tenant's failure to comply with the provisions of this Section 9.3, the fire insurance rate, or the rate or rates of any other insurance coverage referred to above, will at any time be higher than it otherwise would be, and if Landlord, at such time is obligated to, or has elected to, obtain and maintain in effect any such insurance coverage, then Tenant will reimburse Landlord on demand as Additional Rent for that part of all premiums for any insurance coverage that will have been charged because of such violation by Tenant and which Landlord will have paid on account of an increase in the rate or rates in its policies of insurance.
- (b) In any dispute arising under Section 9.3, a schedule of rates for the Premises issued by the Insurance Services office having jurisdiction, or similar body making fire insurance rates for the Premises or Project, in the case of the aforesaid fire insurance policies, and the respective body or bureau establishing rates in the case of all of the other aforesaid insurance policies, will be conclusive evidence of the facts therein stated and of the several items and changes in the fire insurance rate and other insurance rates then applicable to the Premises or the Project.

9.4 Waiver of Liability of Landlord

Landlord, its members, managers, shareholders, and their respective officers, directors, employees, and agents ("Releasees") will not be liable for any injury or damage to persons or property resulting from the condition or design of, or any defect in, any building in the Project (including the Building) or its mechanical systems and equipment which may exist or occur, fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow, or leaks from any part thereof or the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling, or from the street or any other place, or by dampness or by any other cause whatsoever. Releasees will not be liable for any such damage caused by other tenants or persons in the Project including damage, injury, or death caused by such other tenants' or persons' use or operation of heavy equipment, aircraft, or fuel trucks or by such other tenants' cargo stored in the Building. Releasees will not be liable for damage caused by occupants of adjacent property, the public, or construction by any private, public or quasi-public work. Tenant, for itself and its agents, employees, representatives, contractors, successors, assigns, invitees, and licensees expressly assumes all risks of injury or damage to person or property, either proximate or remote, resulting from the condition of the Project or any part thereof. Releasees will not be liable for any loss or claim whatsoever resulting from the necessity of repairing any portion of the Project or the interruption in the use of the Premises or the termination of this Sublease because of the destruction of the Premises.

10.5 Indemnification

Notwithstanding anything contained in this Sublease to the contrary, Tenant will be liable for money damages in tort for injuries to or losses of Landlord's property, or personal injury or death to any person, caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Tenant while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes and only to that extent.

9.6 Survival

The indemnification obligations of this ARTICLE 9 will survive the expiration or termination of this Sublease.

ARTICLE 10 HAZARDOUS MATERIALS

10.1 Definitions

- (a) "Hazardous Substance" will mean any material that is or contains "hazardous substances" or comparable terms as defined in the Environmental Statutes, including at 42 U.S.C. § 9601(14), without regard to the quantity or location of such material. The term "Hazardous Substances" will include building materials and building components including, without limitation, asbestos contained in or comprising building materials or building components.
- (b) "Release" will mean any release or comparable term as defined in the Environmental Statutes, including at 42 U.S.C. § 9601(22), of any Hazardous Substance into the Project, without regard to the quantity.

10.2 Tenant Move-In Environmental Questionnaire

Within sixty (60) days of the earlier of taking occupancy of the Premises or the Commencement Date, Tenant will complete the Tenant Move-In Environmental Questionnaire in the form of Exhibit E hereto and deliver it to Landlord.

10.3 Environmental Requirements

Tenant's use and occupancy of the Premises and use of the Common Areas will at all times be in strict compliance with all federal, state, and local statutes, laws, rules, regulations, orders, ordinances, and standards, as they may now or hereafter exist, relating in any way to the protection of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, *et seq.* ("CERCLA"), the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, *et seq.* ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, and analogous state statutes, each as amended and as may be amended from time to time (collectively, "Environmental Statutes").

10.4 Cleanup

In the event of any Release or threatened or suspected Release caused directly or indirectly by Tenant, its agents, employees, or invitees or the presence of any Hazardous Substance (as hereinafter defined) affecting the Premises or other areas of the Project, Tenant will immediately notify Landlord in writing thereof and Tenant will immediately take all measures necessary to prevent, contain, remove and dispose of off the Project, all such materials present or released or contaminated by the Release and remedy and mitigate all threats to public health or the environment relating thereto. If Tenant fails to take the measures described above, including failing to do so in a timely fashion, or fails to comply with any of the requirements of any Environmental Statutes, Landlord may, at its election, but without the obligation to do so, cause such work to be performed at the Premises or other parts of the Project, as applicable, and/or take all other actions as Landlord may reasonably deem necessary to restore the Premises or other parts of the Project, as applicable, to the original condition existing as of the Commencement Date. Tenant will reimburse Landlord for its costs thereof plus ten percent (10%). If Master Landlord acts concerning such Release or threatened or suspected Release, Tenant will reimburse Landlord for any amounts due from Landlord to Master Landlord therefor plus ten percent (10%). Such actions by Landlord and/or Master Landlord do not affect Tenant's obligations under this ARTICLE 10, except to the extent of any continuing duty to address a Release or threatened Release is resolved by such action.

10.5 Report of Release to Authorities

In the event of any Release or suspected Release or the presence of any Hazardous Substance affecting the Premises or other areas of the Project, Tenant will, without delay of the action required under Section 10.4, notify any governmental authorities as may be required by law.

10.6 Report of Release to Landlord

In the event of any Release or suspected Release or the presence of any Hazardous Substance affecting the Premises or other areas of the Project, Tenant will, without delay of the action required under Section 10.4, notify Landlord thereof and keep Landlord apprised of its efforts under Section 10.4.

10.7 Tenant's Liability for Releases

Subject to the limitations as set out in Section 768.28, Florida Statutes, Tenant will be liable for money damages in tort for injuries to or losses of Landlord's property, or personal injury or death to any person, caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Tenant while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida which result from Releases caused by Tenant described herein or occurring on or after the Commencement Date.

10.8 Operations

Except as expressly permitted herein, Tenant will not engage in operations during the Term that involve the generation, manufacturing, refining, transportation, treatment, storage, disposal, or handling of any Hazardous Substance, except that construction material (other than asbestos or polychlorinated biphenyls), office equipment, fuel and similar products contained in vehicles, solvents, gases, oils, paints, and cleaning solutions and other maintenance materials that are or contain a Hazardous Substance may be used, generated, handled or stored on the Premises, provided such is incident to and reasonably necessary for the operation and maintenance of the Premises as permitted under the terms of this Sublease and in compliance with applicable laws.

10.9 Handling of Hazardous Materials

Notwithstanding Section 10.8, Tenant will be entitled, as part of its permitted uses hereunder, but subject to all requirements therefor under applicable law and, if any, of the Master Landlord and any lender of Landlord, to have, use, and store Hazardous Substances reasonably required therefor provided that (i) Tenant is in strict compliance with the Environmental Statutes in connection therewith, (ii) such Hazardous Substances are handled and stored in such a manner that they do not pose an immediate threat to the environment or present an immediate danger to the tenants and persons on or about the Project, (iii) Tenant's employees and contractors responsible for handling, storing and packing such Hazardous Substance have received all training required by applicable law, including Tenant's regulatory approved plans and programs therefor, and (iv) Tenant provides all relevant information regarding such Hazardous Substances, including, without limitation, their Material Safety Data Sheets ("MSDS"), to Landlord's on site property manager, within twenty-four (24) hours after demand therefor by Landlord or its property manager, and emergency personnel such as firemen and hazardous materials teams immediately upon the occurrence of a Release, fire, casualty or other occurrence in, on or about the Project. Tenant will not cause or allow a Release in, on, or under the Premises.

10.10 Inspection

Tenant agrees to permit Landlord and its authorized representatives to enter, inspect, and assess the Premises at reasonable times and with advance notice to Tenant, to determine Tenant's compliance with the provisions of this ARTICLE 10. Such inspections and assessments may include obtaining samples and performing tests of building materials, soil, surface water, groundwater, or other materials.

10.11 Survival

This ARTICLE 10 will survive the termination or expiration of this Sublease.

ARTICLE 11 SURRENDER AND REMOVAL

11.1 Surrender

Except as provided in 13.4, upon the termination or expiration of this Sublease, Tenant will surrender the Premises in the same condition (normal wear and tear excepted) as they were upon the Commencement Date and will deliver all keys thereto to Landlord or its agent.

11.2 Removal of Personal Property and Alterations

Before surrendering the Premises under Section 11.1, except as directed by Landlord in writing, Tenant will remove all Alterations as required under Section 8.6 and its personal property in or about the Premises and, at its own expense, repair any damage occasioned by such removal or otherwise, or promptly reimburse Landlord for the cost plus ten percent (10%) of repairing, all damage done to the Premises by such removal. If Tenant fails to remove any of Tenant's personal property by the expiration or termination of this Sublease, Landlord will have the right, on the fifth day after Landlord's delivery of a written notice to Tenant, to deem such property abandoned by Tenant and to remove, store, sell, discard or otherwise deal with or dispose of such abandoned property in a commercially reasonable manner. Tenant will reimburse Landlord for all costs plus ten percent (10%) of such removal and disposition of Tenant's abandoned property, and Landlord will have no liability to Tenant in any respect regarding such property of Tenant. The provisions of this Section 11.2 will survive the expiration or any termination of this Sublease.

11.3 Compliance with Move-Out Standards

In surrendering the Premises, Tenant will comply with the Move-Out Standards specified in Exhibit C hereto.

11.4 Holding Over

If Tenant desires to hold over after the Expiration Date, it will submit a request therefor not later than two (2) months before the Expiration Date.

- (a) If Landlord consents thereto, which consent must be in writing with a copy to the Executive Director of Tenant that specifies the Hold Over Rent that will apply and may be specified for a limited time (after which Section 11.4(b) will apply) or otherwise conditioned, which conditions will be binding upon Tenant if Tenant holds over hereunder, upon the Expiration Date, the Term will continue from month to month ("Hold Over Term") until terminated by Landlord or Tenant upon one (1) month's prior written notice to the other, provided, however, that during such Hold Over Term: (y) the monthly rental will be twice the monthly installment of Base Rent ("Hold Over Rent") and (z) all payments of Rent will be due ten (10) days earlier than the date otherwise applicable hereunder.
- (b) If Landlord declines to consent, which will be deemed the case if Landlord does not respond to such request, Tenant will surrender the Premises in accordance herewith and upon the Expiration Date Tenant may be treated as a trespasser and Landlord will be entitled to the benefit of all laws relating to the speedy recovery of the possession of the Premises, provided, however, that until Landlord obtains such recovery, Hold Over Rent will be due from Tenant for each month or part thereof Tenant remains in possession of the Premises after the Expiration Date. The payment of the Hold Over Rent under this (b) will not relieve Tenant of its duty to surrender the Premises.
- (c) Except as Tenant is permitted to hold over under Section 11.4(a), Tenant will be liable and reimburse Landlord for any expense incurred any claims or damages arising from Tenant's failure to surrender the Premises at the expiration hereof.

ARTICLE 12 CONDUCT OF BUSINESS BY TENANT

12.1 Use of Premises

- (a) Tenant will use and occupy the Premises during the Term for the following purposes:
 - i. Storing, testing, maintaining and repairing GPUs and AHUs;
 - ii. Warehousing and storage of Tenant's personal property, including but not limited to tools, equipment, and replacement parts, used in connection with its operations and maintenance of the Airport;
 - iii. Warehousing and storage of personal property belonging to Tenant's contractors, provided such storage is for personal property used in the third party's performance of services for Tenant in its operation and maintenance of the Airport and is offered by Tenant free of charge; and

- iv. General office and workshop use incidental to Tenant's operations and maintenance of the Airport.
- (b) Tenant will not operate any other business or concession from the Premises unless authorized in advance and approved in writing by Landlord.
- (c) In no event whatsoever will Tenant use all or any portion of the Premises for residential purposes.
- (d) Nothing contained herein will be deemed a representation or warranty by Landlord that Tenant's use of the Premises is a permitted use under any applicable zoning or other restrictions.
- (e) If the Premises or Common Areas are or become included within the Airport Operations Area ("AOA") and/or the Security Identification Display Area ("SIDA") of the Airport and/or if otherwise required by the Master Landlord and/or applicable law, Tenant agrees that all employees and contractors and their employees of Tenant that have access to the AOA or SIDA will obtain, possess and properly display an Airport security badge.

12.2 Payment of Taxes

Tenant warrants, represents, covenants, and agrees that, in connection with its occupancy and use of the Premises, it will pay before delinquency, all federal, state, and local taxes, assessments, and public charges now or hereafter levied, assessed, or imposed upon Tenant's business, Tenant's leasehold interest or upon Tenant's fixtures, furnishings or equipment in, upon or about the Premises.

12.3 Procurement of Licensure

Tenant warrants, represents, covenants, and agrees that, in connection with its occupancy and use of the Premises, it will procure, maintain and pay for all licenses, certifications, and permits required under federal, state, or local statutes or ordinances, including, but not limited to, the payment when due of all such license fees, certification fees, permit fees, and charges of a similar nature for the conduct by Tenant or any subtenant of its business in or from the Premises.

12.4 Signs and Marks

Tenant will not have the right to maintain or install any sign on the exterior of the Premises without the prior written consent of Landlord. Upon termination of this Sublease, Tenant will remove any sign installed under the terms hereof and will repair any damage caused thereby. Tenant will not use any symbol, design, name, mark, or insignia adopted by Landlord for the Project or otherwise, including trademarks, without the prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion.

12.5 Legal Requirements

Tenant will, at all times, and at its own expense, comply with all laws, including but not necessarily limited to ordinances, regulations, and the like, whether applicable to Tenant, Tenant's business or operations, the Premises, or Tenant's occupancy thereof, including federal, state and local authorities now or hereafter in effect including without limitation (i) all laws, ordinances, orders, regulations, advisories and the like of the Federal Aviation Administration and the Transportation Security Administration, and (ii) all directions, rules, requirements and regulations of the Florida Fire Safety Board. Tenant will hold Landlord harmless from all costs and expenses incurred as a result of Tenant's failure to comply with the terms of this Section 12.5, including without limitation, fines, and attorneys' fees.

12.6 Notice by Tenant

Tenant will give immediate notice to Landlord in case of fire or other casualty in the Premises or in the Building of which the Premises are a part or of defects therein, including defects in any fixtures or attached non-movable equipment.

12.7 Rules and Regulations

The Rules and Regulations appended to this Sublease as Exhibit D are hereby made a part of this Sublease, and Tenant agrees to comply with and observe the same. Landlord reserves the right

from time to time to amend or supplement said Rules and Regulations and to make new Rules and Regulations and Tenant agrees to comply therewith upon notice of such amended, supplemented, or new rules and regulations in place of or in addition to the existing Rules and Regulations, provided they do not materially interfere with Tenant's use and enjoyment of the Premises. Landlord will incur no liability for the failure of other tenants to comply with the Rules and Regulations and Landlord will have no duty to enforce the Rules and Regulations. Tenant will also observe all rules, regulations, and requirements established from time to time by the Master Landlord, including without limitation, those relating to delivery vehicles, the delivery and pickup of cargo, the storage, and removal of trash and garbage, and airfield and other security-related requirements, provided they do not materially interfere with Tenant's use and enjoyment of the Premises. Tenant will ensure that its operations do not interfere or conflict with the security standards specified in the security plan developed by the Master Landlord for the Airport, as the same may be amended from time to time.

12.8 Compliance with Law

Tenant hereby represents, warrants, and agrees that it will comply with all applicable federal, state, and other applicable statutes, regulations, ordinances, and orders.

ARTICLE 13 MAINTENANCE OF PREMISES

13.1 Maintenance by Landlord

Landlord will be responsible for keeping in place and restoring to good order, condition, and repair, the foundations, exterior walls (excluding the interior side of external walls and the exterior and interior of all windows, doors, and plate glass), demising walls, roofs, downspouts, gutters, structure, columns, lighting and electrical systems, heating, ventilation and air conditioning systems, plumbing and sewerage facilities, sprinkler systems and sprinkler heads, paving, asphalt, concrete, line painting, including any replacement thereof. Except as provided in this Section 13.1, Landlord will not be obligated to make repairs, replacements, or improvements.

13.2 Care of Premises

- (a) Tenant will keep the Premises (including the exterior and interior portions of all windows, doors, and all other glass and signs), neat, safe and clean, and free from foreign object debris (paper, plastic, bolts, nails, wood splinters, rubbish of any kind and dirt) at all times and will securely store all trash and garbage only in areas designated by Landlord for such storage.
- (b) If Tenant neglects or refuses to make repairs as required under Section 13.2(a) after receipt of written notice from Landlord and reasonable time to perform such repairs, Landlord will have the right, but not the obligation, to enter the Premises and to make (or cause to be made) such repairs on behalf of and for the account of Tenant. In such an event Tenant will pay Landlord as Additional Rent the actual cost of such repairs plus ten percent (10%).
- (c) Tenant agrees that it will not place a load on the floor exceeding the load such floor was designed to carry and will reimburse Landlord, as Additional Rent, for the repair of any damage caused by any breach of the foregoing plus ten percent (10%).
- (d) Tenant will maintain its equipment maintained at the Premises in good working order. Tenant will remove from the Premises all equipment that it determines not to repair and will certainly do so within sixty (60) days of such equipment no longer being in good working order unless parts required to complete the applicable repair have been ordered during that period.
- (e) Except in an emergency, in which case it will promptly inform Landlord thereof, or with Landlord's consent, Tenant will not perform any of the work for which Landlord is responsible under Section 13.1. Such work will be at Tenant's sole expense.
- (f) Tenant will notify Landlord's Contact Person when repairs are needed that are covered by Section 13.1.

13.3 Exception to Article

The provisions of Section 13.1 and Section 13.2 will not apply in the case of damage or destruction by fire or other insurable casualty or by eminent domain, in which event the obligations of Landlord and Tenant will be as provided in ARTICLE 14.

ARTICLE 14 DAMAGE TO PREMISES

14.1 Report of Damage to Premises

Tenant will give prompt notice to Landlord of any fire or other damage or casualty to the Premises.

14.2 Substantial Damage to Premises

If (i) twenty percent (20%) or more of the Gross Floor Area of the Building Premises will be damaged to the extent that it cannot be used, (ii) the Premises or any portion of the Building will be damaged as a result of a risk that is not covered by insurance, or (iii) any mortgagee of the Project or any portion thereof will require that Landlord's insurance proceeds be used for other than repairing, replacing and rebuilding such damage, then in any such event either Landlord or Tenant may terminate this Sublease by giving notice to the other party within ninety (90) days after such event, and upon the date specified in such notice, this Sublease will terminate and come to an end, and Tenant will vacate and surrender the Premises to Landlord. If this Sublease is terminated as provided in this Section 14.2: (i) the entire proceeds of Landlord's insurance will be paid by the insurance company or companies directly to Landlord and will belong to, and be the sole property of, Landlord, and (ii) Landlord and Tenant will be relieved from all further liability or obligation hereunder except as expressly provided in this Sublease.

14.3 Obligation to Rebuild

If all or any portion of the Premises is damaged by fire or other casualty and this Sublease is not terminated under Section 14.2, (i) if Tenant is not liable for the fire or other casualty, then its insurance procedures will be for its account and applied to replacing its personal property and restoring such of its Alterations it determines to replace, with any remainder for its account, or (ii) if Tenant is liable for the fire or other casualty, in addition to the foregoing (i), its insurance proceeds will be made available to and applied by Landlord to repairing or rebuilding the Premises or such portion thereof to its condition immediately before such occurrence. In no event will Landlord be obligated to repair or replace Tenant's movable trade fixtures, equipment, or personal property. If such insurance proceeds under Landlord's insurance policies will be greater than the cost of such repair, restoration, replacement, or rebuilding, the excess proceeds will belong to, and be the property of, Landlord.

14.4 Rent Abatement

Provided that the cause of the damage was not, in whole or in part, caused by Tenant, its employee, agent, contractor, customer, and/or invitee, in the event of any repair or rebuilding under the provisions of Section 14.3, then there will be abated a *pro-rata* portion of the Base Rent, but not Additional Rent, during the existence of such damage, based upon the portion of the Premises that are rendered not tenantable and the duration thereof, with adjustments thereto if and as portions are rendered tenantable. Except as may be specified in this ARTICLE 14, Landlord will not be liable or obligated to Tenant to any extent whatsoever because of any fire or other casualty damage to the Premises, or any damages suffered by Tenant by reason thereof, or the deprivation of Tenant's possession of all or any part of the Premises.

ARTICLE 15 CONDEMNATION

15.1 Condemnation of Whole

If the whole or substantially the whole of the Premises, or the Project is taken or condemned by condemnation or conveyance in lieu thereof (such taking, condemnation, or conveyance in lieu thereof being hereinafter referred to as "condemnation"), the Term will end and this Sublease will terminate on the earlier of the date the condemning authority takes possession or the date title vests in the condemning authority, and thereupon Landlord and Tenant will be relieved from all further liability or obligation hereunder except as expressly provided in this Sublease.

15.2 Condemnation of Any Part

If any portion of the Project will be taken by condemnation (whether or not such taking includes any portion of the Premises), and in Landlord's judgment, such condemnation results in a condition where the Project cannot be restored or operated in an economically feasible manner for use substantially as originally designed, then Landlord will have the right, at Landlord's option, to terminate this Sublease, effective as of the date specified by Landlord in a written notice of termination from Landlord to Tenant, and thereupon Landlord and Tenant will be relieved from all further liability or obligation hereunder except as expressly provided in this Sublease.

15.3 Condemnation of Less Than Whole

If a portion, but less than substantially the whole, of the Premises will be taken by condemnation, then either party will have the option to terminate this Sublease and, unless either party exercises its option to terminate this Sublease, this Sublease will remain in full force and effect as to the remainder of the Premises, and the Rent will be adjusted, as applicable, *pro-rated*, as of the date of such condemnation.

15.4 Distribution of Condemnation Payment

All compensation awarded or paid upon condemnation of any portion of the Project will belong to and be the exclusive property of Landlord without participation by Tenant. Nothing herein will be construed, however, to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, loss of goodwill, moving expenses, damage to, and cost of removal of, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that Tenant will make no claim that will diminish or adversely affect any award claimed or recovered by Landlord.

ARTICLE 16 SUBORDINATION AND FINANCING

16.1 Subordination

This Sublease and all rights of Tenant hereunder are subject and subordinate to all underlying leases now or hereafter in existence, including the Master Lease, and to any supplements, amendments, modifications, extensions, and/or replacements of such leases heretofore or hereafter made and to any deeds of trust, mortgages or other security instruments that now or hereafter cover all or any portion of the Project or any interest of Landlord therein, and to any advances made on the security, thereof, and to any increases, renewals, modifications, consolidations, replacements, and extensions of any such leases, deeds of trust, mortgages or other security instruments, or deed in lieu of foreclosure thereto, provided such mortgage or other instrument, lease, etc., has been consented to by Tenant in its capacity as lessor under the Master Lease if the Master Lease requires such consent. Landlord and Tenant declare this provision to be self-operative and no further instrument will be required to affect such subordination of this Sublease.

16.2 Execution of Subordination and Estoppel

Upon demand, Tenant will, within fifteen (15) days, execute, acknowledge, and deliver to Landlord any instruments and certificates evidencing such subordination as provided in Section 16.1 and such other facts with regard hereto as Landlord and any mortgagee or intended mortgagee or lessor or intended lessor of Landlord will reasonably request and in a form specified by or otherwise acceptable thereto. Tenants review and execution of estoppel certificates requested by Landlord will not be unreasonably withheld, conditioned, or delayed.

16.3 Subordination by Landlord's Mortgagee or Lessor and Attornment

If any grantee or mortgagee of Landlord under any deed of trust or mortgage secured by the Master Lease will foreclose thereunder or Landlord consents to such party taking the Master Lease, including in lieu of foreclosure, or if Landlord sells the Project, Tenant will, upon request of such grantee, mortgagee or assignee or any person or entities succeeding to the interest thereof, including a purchaser at any foreclosure sale, attorn to such party as Landlord hereunder ("Successor Landlord") without change in the terms or other provisions of this Sublease (or, in the case of a permitted sublease, without change in this Sublease or in the instrument setting forth the terms of such sublease) attorn to such Successor Landlord via an instrument acceptable thereto; provided, however, that if the Successor Landlord that was a grantee or mortgagee or a purchaser

or assignee therefrom and/or at a foreclosure sale, it will not be bound by any amendment or other modification to this Sublease made without its consent after the granting of the instrument under which it obtained its interest nor will any Successor Landlord be bound by any payment made by Tenant of Rent for more than one (1) month in advance. This agreement of Tenant to attorn to a Successor Landlord will survive any such foreclosure sale, execution sale, trustee's sale, conveyance in lieu thereof, or termination of any underlying lease. Tenant will upon demand at any time, before or after any such foreclosure or termination, execute, acknowledge, and deliver to the Successor Landlord any written instruments and certificates evidencing such attornment as such Successor Landlord may reasonably require.

16.4 No Termination by Tenant Without Notice to Mortgagee

No act or failure to act on the part of Landlord that would entitle Tenant under the terms of this Sublease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Sublease, will result in a release of such obligations or termination of this Sublease unless (i) Tenant has given notice by registered mail to any mortgagee or lessor of Landlord whose address will have been furnished to Tenant, and (ii) Tenant offers such mortgagee or lessor of Landlord a reasonable opportunity to cure the default, including the time to obtain possession of the Premises by the power of sale or judicial foreclosure or execution, if such action proves necessary or desirable to effect a cure.

16.5 Notice to Lender; Cure by Lender

If Landlord defaults hereunder, Tenant will, before taking any action to remedy such default or to cancel this Sublease or any other action in connection therewith, send to Landlord's lessor and/or mortgagee by certified mail, return receipt requested, a notice specifying the default by Landlord, whereupon such mortgagee and/or lessor will have the right, but not the obligation, to cure such default on behalf of Landlord, which cure will be accepted by Tenant and such mortgagee and/or lessor will be afforded a reasonable period to do so. Tenant will have no right to take any other action as a result of Landlord's default unless and until Tenant complies with the provisions of this paragraph.

ARTICLE 17 DEFAULT BY TENANT

17.1 Defaults

A default under this Sublease will be defined as the occurrence of any one or more of the following events or as otherwise specified in this Sublease (referred to herein as a "Default"):

- (a) If Tenant (i) makes an assignment for the benefit of creditors, (ii) files or acquiesces in a petition in any court, whether or not under any statute of the United States or any state, in any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, or (iii) makes an application in any such proceedings for or acquiesce in the appointment of a trustee or receiver for it or all or any portion of its property and, with respect to (ii) and (iii) such proceedings is not be dismissed, discontinued or vacated within thirty (30) days after such petition is filed;
- (b) If any petition will be filed against Tenant, whether or not under any statute of the United States or any state, in any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, and (i) Tenant will thereafter be adjudicated bankrupt, or (ii) such petition will be approved by any such court, or (iii) such proceedings will not be dismissed, discontinued or vacated within sixty (60) days after such petition is filed;
- (c) If, in any proceeding, under the application of any party other than Tenant, in which it does not acquiesce, a receiver or trustee will be appointed for Tenant for all or any portion of the property of Tenant, and such receivership or trusteeship will not be set aside within thirty (30) days after such appointment;
- (d) If Tenant refuses to take possession of the Premises within five (5) days after the Commencement Date;

- (e) If Tenant vacates or abandons the Premises and permits the same to remain unoccupied and unattended for thirty (30) days, or fails to conduct its normal business activities in the Premises for the purposes specified in Section 12.1, or will remove or attempt to remove or manifest an intent to remove, not in the ordinary course of business, Tenant's goods or property from or out of the Premises, provided, however, that if Tenant gives Landlord that it will be vacating the Premises prior to the end of the Term not less than sixty (60) days prior to doing so, it will not be a Default. If Tenant has vacated the Premises under the previous sentence, Tenant will have the right to reoccupy the Premises during the Term provided that it gives not less than ten (10) days' notice thereof. If Tenant has vacated the Premises under the foregoing and not given a notice that it will reoccupy the Premises under the previous sentence, Landlord will have the right to terminate this Sublease upon five (5) days' notice to Landlord;
- (f) If any execution, levy, attachment, or other process of law will occur upon Tenant's interests in the Premises and is not released within thirty (30) days;
- (g) If Tenant violates the provisions of ARTICLE 7 by making or attempting to make an unpermitted assignment, transfer or sublease or takes other action for which Landlord's consent is required and has not been granted;
- (h) If Tenant fails to pay Rent or make any other payment required hereunder when due and such failure continue for ten (10) or more days after notice thereof;
- (i) If Tenant fails to perform or observe any other term, provision, covenant, condition, or requirement of this Sublease (not hereinbefore specifically referred to) on the part of Tenant to be performed or observed, and such failure continues for more than thirty (30) days after written notice to Tenant, provided, however, that if any such failure is not curable with thirty (30) days, a Default will only occur if Tenant fails to reasonably demonstrate to Landlord that within said thirty (30) days that it has commenced curing the failure and does not fail to continue to diligently pursue such cure; or
- (j) If Tenant fails to perform any of its obligations under this Sublease more than two (2) times in like manner for which notice under this Sublease is given to Tenant for each within any twelve (12) month period, notwithstanding any subsequent cure of such failure.

17.2 Landlord's Remedies

If a Default occurs under this Sublease, Landlord, in addition to other rights or remedies it may have, will have the right, by written notice to Tenant, to:

- (a) Consider this Sublease terminated and resume possession of the Premises for Landlord's own purposes (*i.e.*, for the "landlord's account"); or
- (b) Hold possession of the Premises for the "tenant's account" and seek general damages for any amount not recovered by re-renting the premises.

17.3 Injunction

In addition to the other remedies provided in this Sublease, and anything contained herein to the contrary notwithstanding, Landlord will be entitled to restrain by injunction any Default or violation, or attempted or threatened Default or violation, of any of the terms, covenants, conditions or other provisions of this Sublease without any duty to post a bond or other security.

17.4 Landlord's Right to Perform for Account of Tenant

If Tenant will be in Default hereunder, Landlord will have the right, at its sole option, at any time after written notice to Tenant and the provision of a reasonable time to cure said default, to cure said Default for the account and at the expense of Tenant. Tenant agrees that ten percent (10%) will be added to the amount due under the previous sentence and that interest at the rate of one and a half percent (1½%) per month will accrue thereon. All amounts due under the foregoing will be Additional Rent hereunder.

17.5 Additional Remedies and Waivers

With respect to the rights and remedies of, and waivers by, Landlord and Tenant (i) the rights and remedies of Landlord and Tenant set forth herein will be in addition to any other right and remedy now or hereafter provided by law; (ii) all such rights and remedies will be cumulative and not exclusive of each other; (iii) Landlord and Tenant may exercise such rights and remedies at such times, in such order, to such extent, and as often as Landlord or Tenant deems advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another; (iv) a single or partial exercise of a right or remedy will not preclude a further exercise thereof, or the exercise of another right or remedy, from time to time; (v) no delay or omission by Landlord or Tenant in exercising a right or remedy will exhaust or impair the same or constitute a waiver of, or acquiescence in, a Default; (vi) no waiver of a Default will extend to or affect any other default or impair any right or remedy with respect thereto; (vii) no action or inaction by Landlord or Tenant will constitute a waiver of a Default; and (viii) no waiver of a Default will be effective unless it is in writing signed by the party waiving such default.

ARTICLE 18 ACCESS BY LANDLORD

18.1 Emergency Access

In the event of an emergency, Landlord will have the right, but not the duty, without notice to Tenant, to enter upon the Premises to make emergency repairs thereto or to prevent the destruction, damage, or further damage thereto and/or other portions of the Project and/or otherwise address the applicable emergency and allow third parties as it may reasonably determine entry thereto in connection therewith.

18.2 Regular Access

Landlord may during any reasonable time or times, upon prior notice to Tenant, enter upon the Premises to: (i) inspect the same; (ii) make such repairs, replacements, or alterations that Landlord may be required to perform hereunder or which it may deem desirable; and (iii) showing such areas to prospective purchasers, lenders or lessees and allow third parties as it may reasonably determine entry thereto in connection therewith.

18.3 Reservation of Rights of Access

Landlord hereby expressly reserves the right, exercisable from time to time, to erect, use, maintain and repair pipes, conduits, plumbing, vents, ducts, and wires in, to, under, and through the Project, including, without limitation, the Premises, if Landlord deems it necessary or appropriate for the proper operation and maintenance of the Project, provided that the same do not interfere with Tenant's use of the Premises except to the extent required based on the nature of the need for such access.

18.4 Authorization of Agents

Landlord may authorize any party as its agent to exercise its rights under this Sublease.

ARTICLE 19 NOTICES

19.1 Electronic Notice

It is acknowledged and agreed that communications among the parties hereto, including any notice, may and will be done via electronic means, except where physical documents must be shared (e.g., where the volume thereof reasonably makes the transmission via electronic means impractical or original documents required, as reasonably determined by Landlord) or as required by law. For electronic communications, communications to Landlord will be addressed to Landlord's E-Mail Address for Notice, and communications to Tenant will be addressed to Tenant's E-Mail Address for Notice and/or to such other address(es) as each party may specify for itself by notice to the other. Each will promptly acknowledge receipt of electronic communications. Notices sent under this Section 19.1 will be effective upon receipt, provided, however, that if received other than during ordinary business hours at the destination of the addressee's physical address for notice as provided herein, notice will be effective at the commencement of the next business day at that location.

19.2 Hardcopy Notice

For notices and service not covered by Section 19.1, notice and/or service to Landlord will be sent to Landlord's Address for Notice, and notice and/or service to Tenant will be sent to Tenant's Address for Notice, provided, however, that each party hereto may change the address specified for itself by notice to the other of an address in the United States. Notices under this Section 19.2 will be effective upon receipt.

19.3 Notice by Posting at Premises

If a notice that is given under Section 19.1 and Section 19.2 is not successful, thereafter any written notice, including service of process, hereunder from Landlord to Tenant may be delivered by posting such notice at the main entrance to the Premises.

ARTICLE 20 BROKERAGE

20.1 Brokerage

Tenant represents and warrants that it has not entered into any agreement with, or otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Sublease that could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith and will hold Landlord harmless from all costs (including, but not limited to, court costs, investigation costs, and attorneys' fees), expenses, or liability for commissions or other compensation claimed by any broker or agent in connection with representation of Tenant with respect to this Sublease. This provision will survive the expiration or earlier termination of this Sublease.

ARTICLE 21 MISCELLANEOUS

21.1 Professional Fees

To the extent permitted by law, in any action or proceeding brought by either party against the other under this Sublease, the substantially prevailing party will be entitled to recover from the other party its actual professional fees such as appraisers', accountants', and attorneys' fees, investigation costs, and other legal expenses and court costs incurred by the substantially prevailing party in such action or proceeding.

21.2 No Partnership

Nothing contained herein will be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of any Rent nor any other provision contained herein, nor any acts of the parties hereto will be deemed to create any relationship other than the relationship of Landlord and Tenant.

21.3 Interpretation

- (a) Every term, condition, agreement, or provision contained in this Sublease that imposes an obligation on Tenant will be deemed to be also a covenant by Tenant and a condition of this Sublease.
- (b) Wherever it is provided herein that a party "may" perform an act or do anything, it will be construed that that party may, but will not be obligated to, so perform or so do such act or thing.
- (c) Any reference herein to assignees, subtenants, or concessionaires will not be deemed to imply that any assignees, subtenants, or concessionaires are permitted hereunder, except as may be specifically provided in this Sublease.
- (d) Any reference in this Sublease to any extensions or renewals of the Term, or to any period during which Tenant may be in possession after the expiration hereof, will not be deemed to imply that any extension or renewal of the Term is contemplated hereby or that Tenant will be permitted to remain in possession after such expiration unless specifically provided in this Sublease.
- (e) Any party may act under this Sublease by its attorney or agent appointed by an instrument executed by such party.

- (f) Wherever a requirement is imposed on any party hereto, it will be deemed that such party will be required to perform such requirement at its sole cost and expense unless it is specifically otherwise provided in this Sublease.
- (g) Any restriction on or requirement imposed upon Tenant under this Sublease will be deemed to extend to sublessees, assignees, employees, agents, independent contractors, and invitees, and it will be Tenant's obligation to cause the foregoing persons to comply with such restriction or requirement.
- (h) Whenever the word "including" is used herein, it will be deemed to mean "including, but not limited to."
- (i) The words "reenter" and "reentry" as used herein will not be restricted to their technical legal meaning.
- (j) Anything in this Sublease to the contrary notwithstanding (i) any provision hereof that permits or requires a party to take any particular action will be deemed to permit or require, as the case may be, such party to cause such action to be taken; and (ii) any provision hereof which requires any party not to take any particular action will be deemed to require such party not to permit such action to be taken by any person or by operation of law.
- (k) If any provision of this Sublease requires judicial interpretation, Landlord and Tenant hereby agree and stipulate that the court or arbitrator interpreting or considering same will not apply the presumption that the terms hereof will be more strictly construed against a party because of any rule or conclusion that a document be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties hereto have participated in the preparation of this Sublease and that each party had full opportunity to consult legal counsel of its choice before the execution of this Sublease.
- (l) The word "will," where associated with an action, such action will be considered mandatory.
- (m) It is acknowledged that the diagrams included in any exhibit hereto or related documents are for guidance and reference only and may not be perfectly precise.

21.4 Counterparts

This Sublease may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission, by e-mail in portable document format (PDF) or other similar process and each copy so executed will be deemed to be an original, and all copies so executed will constitute the same agreement, provided, however, that, without limiting the foregoing, each party agrees to provide the other with originals of the counterparts that it executes. It is further agreed that the foregoing processes may be used for the execution of further documents among the parties hereto.

21.5 Recording

Tenant will not record this Sublease nor any memorandum hereof among the land records of the jurisdiction in which the Project is located without the prior written consent of Landlord, which consent may be withheld in Landlord's discretion. Landlord may, in its discretion, record this Sublease or a memorandum hereof (which is consistent with this Sublease) among the land records of the jurisdiction in which the Project is located or in any other place of public record, and Tenant agrees to promptly execute such documents as Landlord may reasonably request in connection therewith.

21.6 Severability

Each covenant, agreement, obligation, or other provision herein contained will be deemed and construed as a separate and independent covenant of the party bound by, undertaking, or making the same, not dependent on any other provision of this Sublease unless otherwise expressly provided. If, for any reason, any portion of this Sublease will be determined by a competent authority, *i.e.*, court or arbitrator, to be void or unenforceable, then (i) that portion will be of no effect, (ii) the balance of this Sublease will remain in full force and effect, and (iii) this Sublease will be performed as though the stricken portion was replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21.7 No Merger

There will be no merger of this Sublease with any underlying leasehold interest or the fee estate in the Project or any part thereof because the same person may acquire or hold, directly or indirectly, this Sublease or any interests in this Sublease as well as any underlying leasehold interest or fee estate in the Project or any interest in such fee estate.

21.8 Force Majeure

Except for the making of payments due from Tenant to Landlord hereunder and the Landlord's initial provision of possession of the Premises to Tenant such that it is reasonably suitable for the Tenant's allowed uses, Landlord and Tenant will not be liable or responsible for, and whenever a period is herein prescribed for action to be taken by Landlord or Tenant, there will be excluded from the computation for any such period, any delays due to *force majeure* not caused by the party so affected, which term will include but not be limited to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, governmental approvals, laws, regulations, or restrictions, or any cause of any kind whatsoever which is beyond the reasonable control of the party affected by such *force majeure*.

21.9 Headings

The article headings contained in this Sublease are for convenience only and will not enlarge or limit the scope or meaning of the various and several articles hereof. Words in the singular number will be held to include the plural unless the context requires otherwise.

21.10 Representations of Landlord

Neither Landlord nor Landlord's agents have made any representation or promise for the Premises or the Project, except as expressly specified in this Sublease and all reliance for any representations or promises is based solely on those contained in this Sublease. No rights, easements, or licenses are acquired by Tenant under this Sublease by implication or otherwise except as, and unless, expressly specified in this Sublease.

21.11 Entire Agreement; Amendments

This Sublease and the exhibits hereto set forth the entire agreement between the parties and cancel all prior negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant regarding the subject matter of this Sublease. No amendment or modification of this Sublease will be binding or valid unless expressed in a writing executed by both parties hereto. All exhibits are incorporated herein by reference.

21.12 Authority

Execution by Tenant hereof will constitute a representation and warranty by Tenant that Tenant is duly organized and existing under applicable law; that Tenant has been and is qualified to do business in the State and is in good standing with the State; that Tenant holds all valid licensure required or its intended use of and operations at the Premises, and that Tenant has full right and authority to enter into and perform this Sublease; and that all persons signing on behalf of Tenant were authorized to do so by appropriate action.

21.13 Governing Law

This Sublease will be governed by and construed under the laws of the State of Florida without regard to otherwise applicable conflict of laws statutes and rules.

21.14 Venue

Any action brought to enforce or interpret this Sublease will be brought in the court of appropriate jurisdiction in the county in which the Project is located.

21.15 Waiver of Trial by Jury

Tenant and Landlord each hereby waive all right to trial by jury in any claim, action, proceeding, or counterclaim by either Landlord or Tenant against the other on any matters arising out of or in any way connected with this Sublease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

21.16 Time of Essence

Time is of the essence in this Sublease.

21.17 Acceptance by Landlord

The submission of this Sublease to Tenant will not be construed as an offer and Tenant will not have any rights with respect thereto unless Landlord executes a copy of this Sublease and delivers the same to Tenant.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Sublease to be executed by their duly authorized representatives as of the date first set forth above.

FOR LANDLORD:

AFCO Cargo RSW, LLC

By:  _____
Charles Stipancic, Jr.

Title: President & CEO

Date: December 11, 2023

FOR TENANT:

LEE COUNTY PORT AUTHORITY

ATTEST
KEVIN C. KARNES, CLERK

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

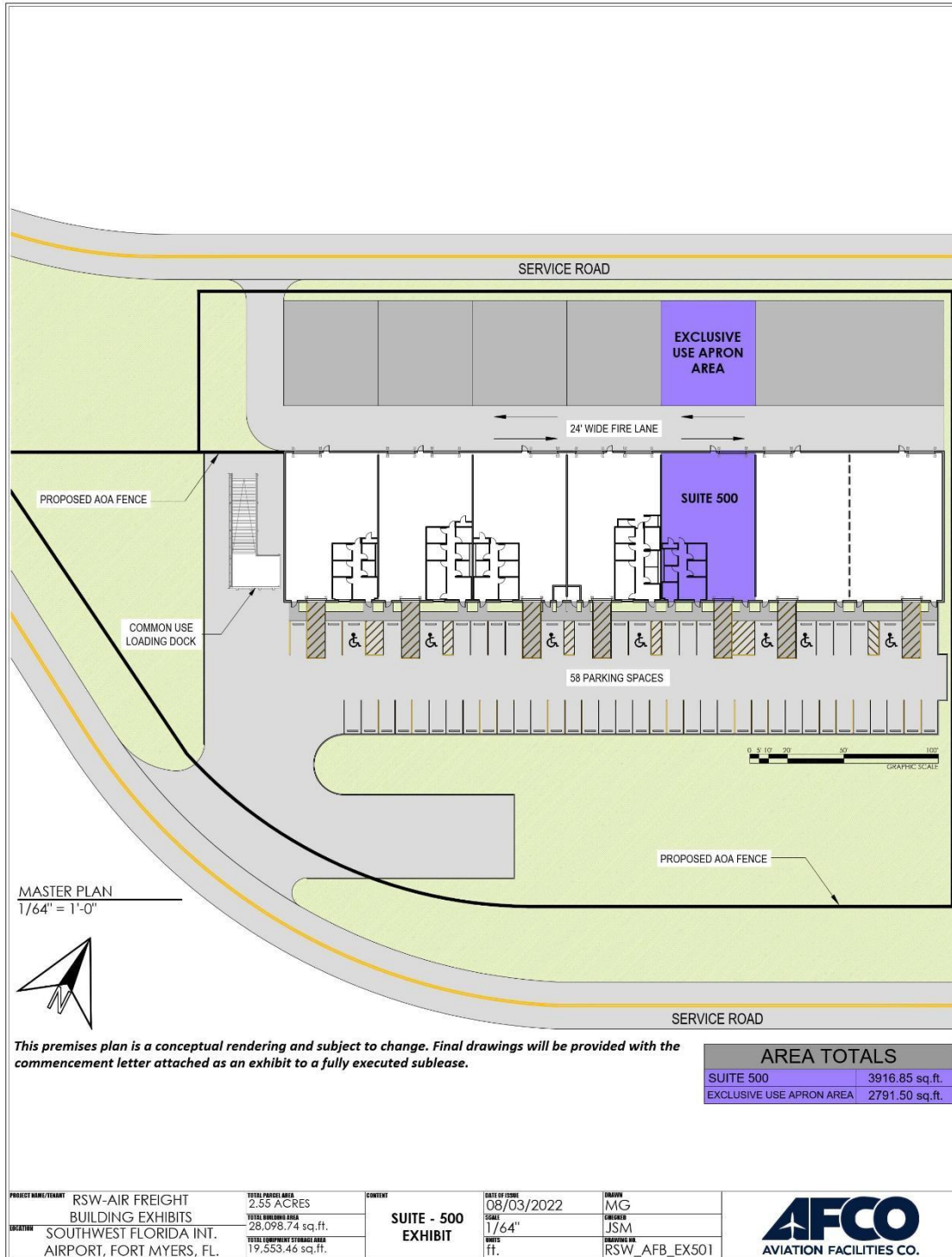
By: _____
Deputy Clerk

Date: _____

Approved As To Form for the Reliance
of the Lee County Port Authority only:

By: _____
Port Authority Attorney

EXHIBIT A
PROJECT, PREMISES, AND COMMON USE SPACE



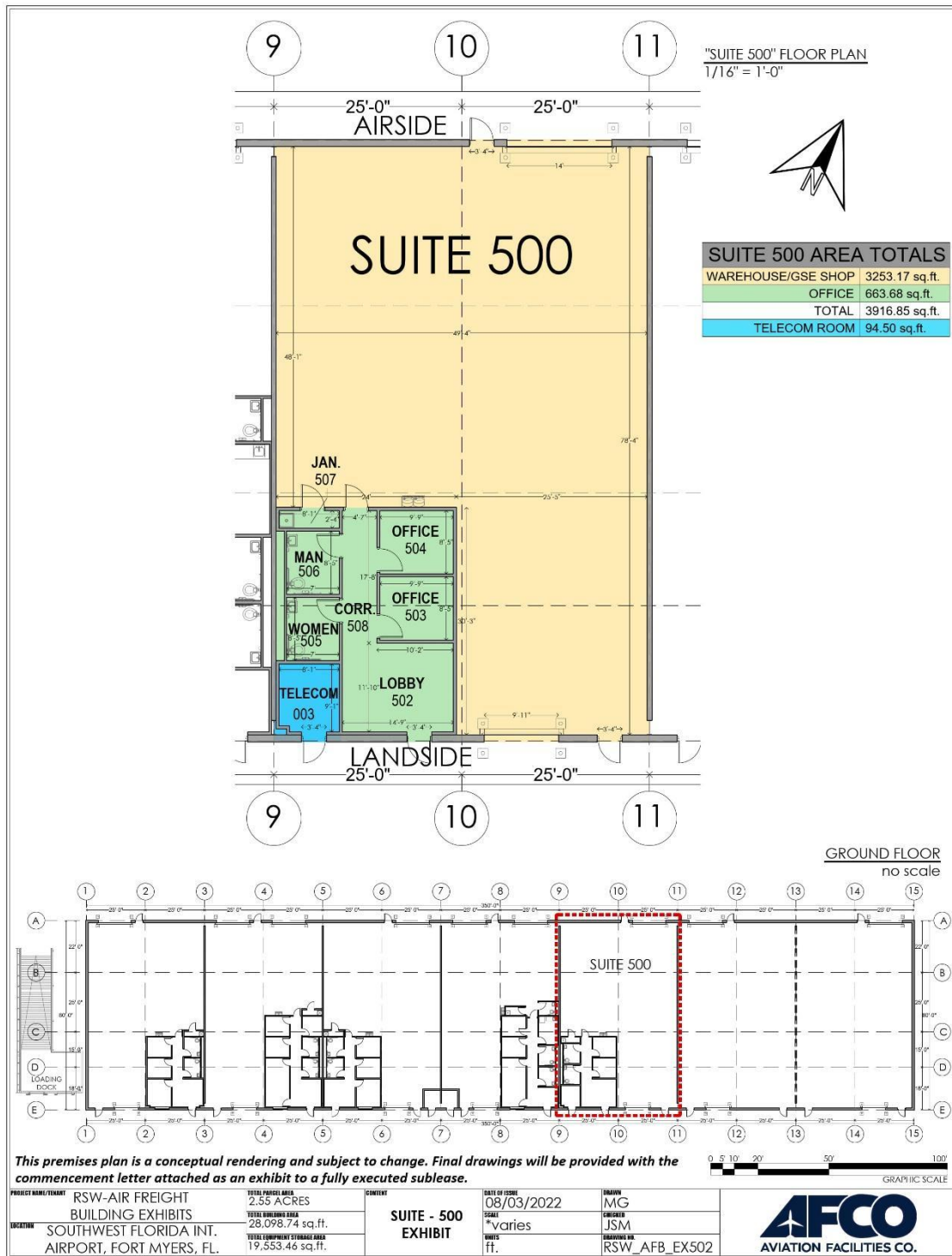


EXHIBIT C
MOVE OUT STANDARD

In surrendering the Premises, Tenant will ensure compliance with the following Move-Out Standards:

1. Lights	Office and warehouse lights will be fully operational with all bulbs functioning.
2. Roll Up Doors	Must be in good working condition.
3. Warehouse Floor	Clean and free of debris, and swept with no racking bolts, floor bolts, or other protrusions left on the floor. Patch all floors and repair cracks with an epoxy or polymer.
4. Tenant-Installed Equipment/Wiring	Removed and space returned to the same condition when originally leased. (Remove air lines, junction boxes, conduit, etc.)
5. Walls	Sheetrock (drywall) damage must be patched and fire-taped, ready for paint, so that there are no holes in either office or warehouse.
6. Roof	Any tenant-installed equipment must be removed and roof penetrations properly repaired by Landlord's licensed roofing contractor. Active leaks must be fixed by notifying Landlord.
7. Signs	All exterior signs must be removed, unless Tenant is otherwise notified by Landlord and holes patched and paint touched up to match as necessary. All window signs inside and outside, unless Tenant is otherwise notified by Landlord must likewise be removed.
8. Overall Cleanliness	Clean windows, sanitize bathroom(s), vacuum carpet, and remove all debris from office and warehouse. Remove all pallets, debris, equipment, and personal belongings from the exterior of the Premises.
9. Upon Completion	Contact Landlord's property manager to coordinate the date of turning off the power (if applicable), turning in keys, and obtaining a final Landlord inspection of the Premises.

EXHIBIT D
RULES AND REGULATIONS

1. All on and offloading of cargo will be done only in the areas, and through the entrances, designated for such purposes by Landlord.
2. The delivery or shipping of cargo, equipment, supplies, and fixtures to and from the Premises will be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Project.
3. All garbage and refuse will be kept in the kind of container specified by Landlord from time to time, and will be placed outside of the Premises, prepared for collection in the manner and at the times and places specified by Landlord. Tenant will pay the cost of removal of any of Tenant's refuse or rubbish.
4. No aerial will be erected on the roof or exterior walls of the Premises, or the grounds, without in each instance, the prior written consent of Landlord. Any aerial installed without such prior written consent will be subject to removal without notice at any time.
5. If the Premises are equipped with heating facilities separate from those in the remainder of the Project, Tenant will keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
6. The outside areas immediately adjoining the Premises will be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant will not place or permit any obstructions or storage of cargo in such areas.
7. The plumbing facilities will not be used for any other purpose other than that for which they are constructed, and no foreign substance or any kind will be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision will be borne by Tenant, who will, or whose employees, agents or invitees will have caused it.
8. Tenant will not burn any trash or garbage of any kind in or about the Premises, or the Project.
9. Tenant will not use any space outside the Premises for storage or any other undertaking except as expressly permitted in the Sublease.
10. All defined terms used in these Rules and Regulations will have the same meaning as specified in the Sublease unless a different definition is provided in these Rules and Regulations.

EXHIBIT E

TENANT MOVE-IN ENVIRONMENTAL QUESTIONNAIRE

Instructions: The following questionnaire is to be completed by a representative of Tenant with knowledge of the planned/existing operations for the Premises. Please print clearly and attach additional pages as necessary.

1.0 PROCESS INFORMATION

Describe planned use.

2.0 HAZARDOUS MATERIALS

2.1 Will hazardous materials be used or stored on the Premises? Yes___ No___

If yes, continue with the next question. If no, go to Section 3.0.

2.2 Will any of the following materials be handled on the property? Yes___ No___

N.B. A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed of.

If so, complete this section. If no, go to Section 5.0.

- | | | |
|---|------------------------------------|--|
| <input type="checkbox"/> Explosives | <input type="checkbox"/> Fuels | <input type="checkbox"/> Oils |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Oxidizers | <input type="checkbox"/> Organics/Inorganics |
| <input type="checkbox"/> Acids | <input type="checkbox"/> Bases | <input type="checkbox"/> Pesticides |
| <input type="checkbox"/> Gases | <input type="checkbox"/> PCBs | <input type="checkbox"/> Radioactive Materials |
| <input type="checkbox"/> Other hazardous materials (please specify) _____ | | |

2.3 If any of the groups of materials are checked in Section 2.2, please list the specific material(s), use(s), and quantity of each chemical to be used or stored on the site in the table below. If convenient, you may substitute a chemical inventory and list the uses of each of the chemicals in each category separately.

Material	Physical State (Solid, Liquid, or Gas)	Usage	Container Size	Number of Containers	Total Quantity

- 2.4 Describe the planned storage area location(s) for these materials. Please include site maps and drawings as appropriate.

3.0 HAZARDOUS WASTES

- 3.1 Will hazardous wastes be generated? Yes___ No___

If yes, continue with the next question. If no, go to section 4.0.

- 3.2 Will any of the following wastes (check if applicable) be generated, handled, or disposed of on the property?

☐ Hazardous wastes ☐ Industrial Wastewater ☐ Waste oils

☐ PCBs ☐ Air emissions ☐ Sludges

☐ Regulated Wastes ☐ Other (please specify) _____

- 3.3 List and quantify the materials identified in Question 3.2 of this section. Attach separate pages as necessary.

Waste Generated	RCRA Listed Waste?	Source	Approximate Monthly Quantity	Waste Characterization	Disposition

- 3.4 Please include name, location, and permit number (*e.g.* EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

Transporter/Disposal Facility Name	Facility Location	Transporter (T) or Disposal (D) Facility	Permit Number

- 3.5 Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? Yes___ No___

If yes, please describe.

4.0 USTS/ASTS

- 4.1 Will underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines be used for the storage of petroleum products, chemicals, or liquid wastes present on-site or required for planned operations? Yes___ No___

If yes, continue with the next question. If no, go to section 5.0.

- 4.2 Please describe the capacity, contents, age, and type of the USTs or ASTs, as well as any associated leak detection/spill prevention measures. Please attach additional pages if necessary.

Capacity	Contents	Year Installed	Type (Steel, Fiberglass, etc.)	Associated Leak Detection / Spill Prevention Measures*

* The following are examples of leak detection/spill prevention measures: Integrity testing, Inventory reconciliation, Leak detection system, Overfill spill protection, Secondary containment, and Cathodic protection

- 4.3 Please provide copies of written tank integrity test results and/or monitoring documentation, if available.

- 4.4 Is the UST/AST registered and permitted with the appropriate regulatory agencies?

Yes___ No___

If yes, please attach a copy of the required permits.

5.0 REGULATORY

- 5.1 Are there any past, current, or pending regulatory actions by federal, state, or local environmental agencies alleging noncompliance with regulations outstanding against your company at other locations that have a similar use? Yes___ No___

If yes, please describe.

- 5.2 Will the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit? Yes___ No___

If yes, please attach a copy of that permit.

- 5.3 Has a Hazardous Materials Business Plan been developed for the site? Yes___ No___

If yes, please attach a copy of that plan.

- 5.4 Are any environmental documentation, chemical inventory, or management plan required by the local Fire Department or Health Department? Yes___ No___

If yes, please attach a copy.

CERTIFICATION

I am familiar with the Premises described in the Sublease. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also

understand that Landlord will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with Tenant's occupancy of the Premises.

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____
Telephone: _____
Fax: _____
E-mail: _____