

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as ("Lessor"), and HORIZON 880, LLC a Foreign Limited Liability Company (authorized to do business in the State of Florida), hereinafter referred to as ("Lessee").

WITNESSETH

WHEREAS, Lessor is the owner and operator of that certain real property commonly known as Venice Municipal Airport ("Airport"), situated in Sarasota County, Florida, and operates said Airport under certain covenants with agencies of the United States of America; and

WHEREAS, Lessor is desirous of leasing to Lessee and Lessee is desirous of leasing from the Lessor, upon the terms and conditions herein contained, certain real property at the Airport upon which the Lessee, either directly or by and through its subtenant(s), will construct certain improvements as generally set forth in the Conceptual Plan attached hereto as "Exhibit "B"; and

WHEREAS, the Lessee and Lessor are mutually desirous of having such improvements constructed on the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties enter into this Lease and agree as follows:

1. RECITALS

The above recitals are true and correct and by this reference are incorporated herein.

2. DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee rents from Lessor, the real property located in Venice, Florida, at the Airport, as described in Exhibit "A" attached hereto. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

3. USE OF PREMISES

The Premises shall be used by the Lessee, either directly or by and through its subtenant(s), solely for the operations as set forth on Exhibit "B," which may be revised subject to Lessor's approval, which shall not be unreasonably withheld, and as such, Lessee and/or its subtenant(s) shall be entitled to perform the aforementioned on the Premises.

Lessee's ability to conduct other activities on the Premises is subject to the following additional conditions:

- a. Lessor and Lessee shall enter into a written amendment of this Lease prior to commencement of the proposed activity setting forth any additional specific terms and conditions; and
- b. The additional use of the Premises shall not interfere with the safe and efficient operation of the Airport or create an Airport hazard.

Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose other than the purposes for which the Premises are leased as provided for herein. Any use of the Premises, or any part thereof, other than the purposes for which the Premises are leased as provided herein may be deemed as a default of this Lease by Lessee.

4. TERM

The term of this Lease shall be for a period of seventy-five (75) years, commencing on the Effective Date (the "Lease Term"), unless sooner terminated as provided for herein.

5. HOLDOVER

Should the Lessee hold over beyond any Lease Term, then the Lessee shall become a month-to-month tenant in accordance with the law at a rate of twice the monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the Lease Term and otherwise be on the terms and conditions specified in this Lease, so far as applicable.

6. RENT

- a. Six months after the Effective Date, Lessee shall pay an initial rent payment to Lessor in the amount of Twenty Four Thousand Eight Hundred Thirty-Three and 33/100 dollars (\$24,833.33), which is equal to the initial "Monthly Rent."
- b. Upon issuance of a building permit to Lessee or Lessee's subtenant for any individual structure shown on Exhibit "B," Lessee shall pay an additional rent payment to Lessor in the amount of the initial Monthly Rent.
- c. The "Rent Commencement Date" shall be established as the date of issuance of a certificate of occupancy to Lessee or Lessee's subtenant for any individual structure shown on Exhibit "B," or on the one (1) year anniversary of the issuance of a building permit, as provided for in Section 6.b. herein, whichever occurs earlier.
- d. Lessee shall pay the Monthly Rent to Lessor in accordance with the Rent Schedule provided in Section 6.f. herein. The first Monthly Rent shall be prorated and due on the Rent Commencement Date and each subsequent Monthly Rent payment shall be due on the first day of each month thereafter throughout the Lease Term. The Monthly Rent shall be paid by Lessee to Lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to ten percent (10%) of the Monthly Rent shall be assessed for each rent payment paid fifteen (15) or more days after its due date.

e. In addition, Lessee shall pay to Lessor each month a sum equal to any sales tax, tax on rentals, and any other charges or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises, or upon the amount of rent collected therefore.

f. Rent Schedule:

i. From the Rent Commencement Date to the one-year anniversary of the Rent Commencement Date, the Monthly Rent to be paid by Lessee to Lessor shall be Eight Thousand, Two Hundred Seventy-Seven and 78/100 dollars (\$8,277.78).

ii. From the one-year anniversary of the Rent Commencement Date until five (5) years from the Effective Date of the Lease, the Monthly Rent to be paid by Lessee to Lessor shall be Sixteen Thousand, Five Hundred Fifty-Five and 56/100 dollars (\$16,555.56).

iii. Beginning five (5) years from the Effective Date of the Lease, the Monthly Rent to be paid by Lessee to Lessor shall be Twenty Four Thousand Eight Hundred Thirty-Three and 33/100 dollars (\$24,833.33).

g. This Lease shall be deemed a "Net Lease."

h. The Monthly Rent shall be adjusted as set forth in Section 7 herein.

7. RENT ADJUSTMENT

The Monthly Rent during Lease Term and any holdover Lease Term shall be adjusted every five (5) years in the anniversary month of the Rent Commencement Date using the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, annual average, 1982-1984=100 base reference, as published by the U.S. Department of Labor, Bureau of Labor Statistics, hereinafter referred to as the "CPI". For the purposes of calculating rent adjustments during the Lease Term, the year of the "Rent Commencement Date" shall be referred to as the "Base Year."

The adjusted Monthly Rent for each annual period shall be calculated by multiplying the then current Monthly Rent by a fraction, the numerator of which is the annual average CPI-U (as defined above) for the calendar year immediately preceding the adjustment and the denominator of which is the CPI for the base year. Stated as a mathematical formula, the adjusted rent shall be as follows:

$$\text{Adjusted Monthly Rent} = \text{Current Monthly Rent} \times \frac{\text{Previous Calendar Year CPI}}{\text{Base Year CPI}}$$

At the end of Year 30 and Year 60 of the Lease Term, the Monthly Rent shall be renegotiated based upon an appraisal of the Premises, excluding any and all improvements that may currently exist or any future improvements that may be developed by Lessee, obtained by the Lessor and prepared by a qualified MAI-designated ("MAI") appraiser, or equal, not more than one hundred eighty (180) days prior to the end of the then-current Lease Term. The renegotiated Monthly Rent shall be calculated at a rate of eight percent (8%) of the fair market value of the Premises, excluding any and all improvements. Lessee may obtain, at its sole expense, a separate appraisal by a qualified MAI appraiser. Should the two appraisals differ by more than ten percent (10%), a third qualified MAI appraiser shall be selected by both Lessor and Lessee. The cost of the third appraiser will be shared equally by Lessor and Lessee. The third appraisal will be utilized to determine fair market value of the Premises based on a review of both Lessor and Lessee's appraisals.

The renegotiated Monthly Rent shall be effective at the commencement of Year 31 of the Lease Term and Year 61 of the Lease Term, respectively, and shall be subject to rent adjustment as provided for herein and the calendar year immediately preceding that of the rent renegotiation date shall be the new Base Year for purposes of calculating the adjusted Monthly Rent.

In no event shall the Monthly Rent ever be decreased.

8. RENT AS A SEPARATE COVENANT

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

9. PAYMENT

Lessee shall pay all rents, fees, charges, and billings required to be paid to Lessor under this Lease to the following address: City of Venice, 401 W. Venice Ave., Venice, FL 34285. The address to which payment shall be submitted may be changed by Lessor by providing not less than thirty (30) days written notice to Lessee.

10. SECURITY OF PAYMENT

To provide security for the rents, taxes, fees, assessments, charges, obligations and performance required hereunder, as of the Rent Commencement Date and throughout the remainder of the Lease Term, Lessee is required to secure the same by maintaining with Lessor a security deposit ("Security Deposit"). Lessee shall comply with one of the following three (3) options and maintain such Security Deposit in effect during the Lease Term and any Renewal Term:

- a. Lessee shall post with Lessor a separate surety bond to be maintained throughout the Lease Term in an amount equal to two (2) times the current Monthly Rent as required hereunder. Such bond will be issued by a surety company acceptable to Lessor and authorized to do business in the state of Florida, and will be in a form and content satisfactory to Lessor; or

- b. Lessee will deliver to Lessor a separate irrevocable letter of credit drawn in favor of Lessor upon a bank which is satisfactory to Lessor and which is authorized to do business in the state of Florida. Said irrevocable letter of credit will be in an amount equal to two (2) times the current Monthly Rent as required hereunder; or
- c. Lessee shall deposit an amount equal to two (2) times the current Monthly Rent in a non-interest bearing escrow account to Lessor.

The amount of the Security Deposit required to be maintained by the Lessee shall be reduced by fifty percent (50%) to an amount equal to the Monthly Rent for a one (1)-year time commencing on the Rent Commencement Date. The full amount of the Security Deposit shall be maintained by the Lessee as of the one-year anniversary of the Rent Commencement Date.

In the event Lessee fails to perform the payment terms and conditions of this Lease, Lessor, in addition to any other rights and remedies available to Lessor, may at any time apply the Security Deposit or any part thereof toward the payment of Lessee's obligations under this Lease. In such event, not later than seven (7) days after notice, Lessee will restore the Security Deposit to its original amount.

Any release of liability of the Security Deposit required pursuant to this Section will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Lease Term. Notwithstanding the above, the Security Deposit shall at all times be current. Upon the expiration of this Lease, Lessor will return the remaining balance of the Security Deposit to Lessee within thirty (30) days, subject to payment of any outstanding rent, taxes and assessments, charges, fees and/or other payments due hereunder.

11. DELIVERY OF POSSESSION

If, for any reason whatsoever, Lessor cannot deliver possession of the Premises or a portion of the Premises to Lessee at the commencement of the Lease Term as specified above, this Lease shall not be void or voidable, Lessor shall not be liable to Lessee for any loss or damage resulting from the inability to deliver possession, and Lessee shall not have the option to terminate this Lease. In such event, there shall be a proportionate reduction of rent covering the undelivered portion of the Premises for the period between the Rent Commencement Date and the time when Lessor can deliver full possession of the Premises.

12. "AS IS" CONDITION

Lessee taking possession of the Premises shall be conclusive evidence that the Premises and all structures and buildings as well as all component parts and fixtures, if any, were in satisfactory condition and accepted as of the date of possession. No promises of the Lessor to alter the Premises and no representations respecting the condition of the Premises have been made by Lessor to Lessee other than as specifically set forth in this Lease. Accordingly, Lessee and Lessor hereby acknowledge that Lessor intends to complete the Drainage Improvement Project on the Premises in accordance with the plan attached hereto as Exhibit "D," and that Lessee has no objection to said project being completed subsequent to Lessee taking possession of the Premises.

13. EXISTING TENANT

Lessee and Lessor hereby acknowledge there is an existing month-to-month tenant, The Tito Gaona Trapeze Academy, Inc., on a portion of the Premises, which shall be permitted to occupy that portion of the Premises under the terms of its existing lease agreement with Lessor for a period not-to-exceed ninety (90) days from the Effective Date.

Nothing related to this existing lease agreement shall be construed to create a sublease involving the Lessee, and all rent payments under the existing lease agreement shall continue to be paid to Lessor by the existing tenant on the Premises.

14. WARRANTIES OF TITLE AND POSSESSION

Lessor covenants that it has lawful title to the Premises being leased free and clear of all liens, mortgages, bonded indebtedness and encumbrances except as otherwise herein noted and subject to the limitations and restrictions in the deeds by which Lessor acquired its title, and has full authority to make this Lease upon the terms herein set forth. Provided Lessee shall pay all rents as herein agreed and keep and fully perform all of the terms, covenants and conditions hereof, Lessee shall quietly enjoy the Premises subject to the terms and conditions hereof. In the event of a national emergency during the term hereof so as to affect or destroy the possessory right of Lessor in the Premises, then Lessee may be, at its option, relieved of the terms hereof.

15. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

Lessee shall at all times comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises, whether existing or as may be updated from time to time, including but not limited to permitted and restricted activities, security, parking, ingress and egress, environmental and storm water regulations and any other matters related to the operation of the Airport. Lessee shall not use the Premises hereunder, or permit the same to be used, for any unlawful or immoral purpose, or do in upon or about said Premises, or permit the doing therein or thereon or thereabout, of anything which tends to create a nuisance; and the Lessee further covenants that it will at all times obey and promptly comply with the lawful rules and regulations, as promulgated, from time to time, by Lessor or the Federal Aviation Administration (FAA) and its successors, which regulate and apply to the use of the Premises. Lessee agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency regarding possible violation of any law or regulation.

16. PERMITS AND LICENSES

Lessee shall be strictly liable, responsible and bear all costs of obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations in connection with the operation of its businesses on the Premises, however designated, as may be required at any time throughout the Lease Term by any federal, state, or local governmental entity or any court of law having jurisdiction over Lessee or Lessee's operations. Lessee shall furnish to Lessor, within seven (7) days, upon request in writing, copies of any such permits, certificates and licenses.

17. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

Lessee shall, at no cost or expense to Lessor, build, construct and complete the improvements on the Premises as generally set forth in the Conceptual Plan attached hereto as Exhibit "B." Prior to commencement of permitting and construction of said improvements, Lessee shall submit plans and specifications for the improvements to be approved in concept by Lessor, by and through Airport Management, which approval shall not be unreasonably withheld.

Lessee shall commence construction of such improvements after receiving all applicable permits and governmental approvals and diligently and continuously pursue construction until the improvements are completed. Unless otherwise agreed in writing by the parties, if Lessee has not made application for all applicable permits and governmental approvals for at least one of the individual structures as shown on Exhibit "B," including submittal of all data required for review prior to issuance of permits, by the one-year anniversary of the Effective Date, then Lessor may terminate this Lease, Lessee shall not be entitled to any refunds of any payments made to Lessor hereunder, and all further obligations of the parties shall cease.

Unless otherwise agreed in writing by the parties, in the event that the Lessee has not received all applicable permits and governmental approvals for at least one of the individual structures as shown on Exhibit "B," within twenty four (24) months of the Effective Date of this Lease, then Lessor shall have the right to terminate this Lease, Lessee shall not be entitled to any refunds of any payments made to Lessor hereunder, and all further obligations of the parties shall cease. In such event, this provision shall not apply provided Lessee can adequately demonstrate the following to Lessor:

- (1) Lessee has met its obligation to make a timely, adequate and complete application for all applicable permits and governmental approvals for said improvements; and
- (2) Lessee has faithfully and diligently provided timely, adequate and complete responses to any requests for additional information regarding the subject permit applications and governmental approvals.

In the event that the Lessee has not received all applicable permits and governmental approvals for at least one of the individual structures as shown on Exhibit "B," within twenty four (24) months of the Effective Date of this Lease, and Lessee has sufficiently demonstrated to Lessor that it has pursued all applicable permits and approvals diligently and in good faith, then Lessee shall have the right to terminate this Lease, Lessee shall be entitled to a refund of any payments made to Lessor hereunder, and all further obligations of the parties shall cease.

- a. No alterations or improvements on the Premises shall be done by Lessee without receiving the written consent of the Lessor, by and through Airport Management, approving of the alterations of improvements in concept. Said consent shall not be unreasonably withheld by Lessor. Once approved by Lessor, any such alteration or improvement shall be at the sole risk of Lessee and shall be in accordance with all applicable federal, state and local codes, laws and processes, and subject to inspection by the Lessor. Any work associated with such alteration or improvement shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other tenants at the Airport. Lessee shall diligently and continuously pursue construction of any

approved alteration/improvement until completion unless stated otherwise in Lessor's written consent.

- b. Prior to the commencement of any alteration or improvement that will exceed One Hundred Thousand Dollars (\$100,000) in cost, including, but not limited to those improvements shown on Exhibit "B," Lessee shall obtain payment and performance bonds or other security that meets the requirements of Section 255.05, Florida Statutes, in a sum equal to the full amount of the construction contract for the alterations or improvements. Said bonds shall name Lessor as an obligee thereunder and shall be drawn in a form and from such company acceptable to Lessor and licensed to do business in the State of Florida; shall guarantee the faithful performance of necessary construction and completion of improvements and payment to all persons supplying contractor labor, materials and supplies, used directly or indirectly in the prosecution of the construction work provided; in accordance with approved final plans and detailed specifications; and shall protect Lessor against any losses and liability, damages, expenses, claims, and judgments caused by or resulting from any failure to perform completely the work described.
- c. Prior to the commencement of any alterations or improvements by Lessee on the Premises, Lessee, at Lessee's expense, shall procure and provide Lessor with a copy of a Federal Aviation Regulation, Part 77 airspace study, approved by the FAA, if applicable.
- d. Prior to the commencement of the construction of the improvements shown on Exhibit "B" or any other alterations or improvements by Lessee on the Premises, Lessee shall provide documentation to Lessor demonstrating that Lessee's contractors performing said work have agreed to indemnify Lessor for any injury or damages related to the contractor's conduct regarding said work on the Premises, and providing evidence of insurance satisfactory to the Lessor (in at least the same amounts and form required for Lessee).
- e. Upon completion of approved construction and within one hundred twenty (120) days of Lessee's receipt of a certificate of occupancy, Lessee shall submit to Lessor a complete set of as-built drawings in a media type and format acceptable for the permanent record of Lessor.

18. SIGNS

Lessee shall not erect nor allow to be erected by its sub-lessees or others any outdoor advertising, signs, posters, or any other advertising device of whatever kind or nature without prior written approval of Lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the businesses of Lessee or sub-lessees situated on the Premises and said sign does not violate the rules or regulations of the City of Venice, and is compatible in appearance with the adjacent facilities and improvements. Notwithstanding the foregoing, it shall be the responsibility of Lessee to obtain all necessary permits and governmental approvals.

Upon the end of the Lease, the Lessee shall remove, obliterate, or paint out, as the Lessor may direct at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same condition as existed prior to the placement of such signs or advertising. In the event of failure on the part of the Lessee to remove, obliterate, or paint out each and every sign or advertising and to

restore the Premises to Lessor's satisfaction, Lessor may perform the necessary work and Lessee shall be obligated to reimburse Lessor for any costs incurred by Lessor in performing said work.

19. INSPECTION OF IMPROVEMENTS

Within one (1) year of the expiration of any Lease Term, Lessor shall have the right, but not the obligation, at its expense, to obtain an inspection of the Premises, including any and all improvements, so as to determine the physical condition. The inspection shall be conducted by an independent inspector acceptable to both Lessor and Lessee. The inspection shall specify all repairs that must be made by Lessee in order that the Premises are received by Lessor upon termination of this Lease in good order and condition, reasonable wear and tear excepted. The inspection shall examine, but not be limited to, the structural integrity of the improvements, as well as the condition of all electrical, plumbing and HVAC systems. The cost of all necessary repairs identified by the inspection shall be borne by Lessee. All necessary repairs shall be completed, insofar as is possible, prior to the expiration of the Lease Term. If all necessary repairs are not completed prior to the expiration of the Lease Term, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to Lessor.

20. MAINTENANCE AND REPAIRS

a. Responsibility for Maintenance and Repairs. Throughout the Lease Term, Lessee shall assume the entire responsibility, and shall relieve Lessor from all responsibility, for all repair and maintenance whatsoever on the Premises (which includes, without limitation, all buildings and improvements thereon), whether the repair or maintenance is ordinary or extraordinary, structural or otherwise. Lessee shall ensure maintenance and repairs are completed in a manner and class to preserve the Premises in good order and condition, and that any repair leaves the items or structures being repaired in a condition comparable to the original work.

b. Lessee's Obligation to Maintain Buildings and Improvements. Lessee shall keep all buildings and other improvements in good, tenantable, useable condition and without visible signs of deterioration throughout the Lease Term, and which repair and maintenance shall include, but not be limited to, all doors, windows, pavements, fencing, equipment, lighting, HVAC, furnishings, fixtures, roof, exterior walls, paved areas, utilities, landscaping and all structural support systems. Without limiting the generality thereof, Lessee shall:

- (1) Repair and paint or seal the exterior and interior of the improvements to a condition satisfactory to Lessor.
- (2) Keep the Premises at all times in a clean and orderly condition and appearance, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.
- (3) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.

- (4) Repair any damage to the paving or other surface of the Premises caused by operations of Lessee, its sub-lessees, agents, employees, or invitees and any others entering upon or using the Premises, including without limitation any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon and report the incident of such spill to Lessor in accordance with Section 24.
- (5) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (6) Be responsible for the maintenance and repair of all utilities, including but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers that are now, or that may later be, located upon the Premises and that are used exclusively by Lessee or any of its sub-lessees.
- (7) Stabilize any land areas not grassed or paved on the Premises and utilize such areas so that use of the same will not cause dust, debris or waste to be blown about or raised so as to interfere with or disturb the use or enjoyment of others.
- (8) Refurbish the Premises including the painting of interior and exterior walls and replacing and updating all furniture, fixtures, and equipment (FF&E) as necessary.

c. Except for emergency and public safety items that must be immediately addressed, within thirty (30) days of written notice by Lessor, Lessee must perform reasonable maintenance or repairs as directed by Lessor. If the maintenance or repairs cannot reasonably be completed within thirty (30) days, Lessee shall commence the repairs within such period of thirty (30) days and provide a reasonable schedule to Lessor for the anticipated completion of said maintenance or repairs.

d. If Lessee fails in any material respect to: (i) timely commence to maintain, clean, repair, replace, rebuild or paint within the period of time required under this Lease, or as may be requested by the Lessor and after written notice from the Lessor to do so; or (ii) fails in any material respect to diligently continue to complete the maintenance, repair, replacement, rebuilding or painting of the Premises as required under the provisions of this Lease, or (iii) fails to undertake and complete required refurbishments as provided in subsection 20.b.(8), above, then the Lessor may, at its option, and in addition to all other remedies that may be available, have the right, but shall not be obligated to, enter on to the Premises and refurbish, maintain, repair, replace, rebuild or paint all or any part of the Premises and Lessee shall pay the cost thereof, plus an additional fifteen percent (15%) administrative charge, upon demand.

e. The damage, destruction, or partial destruction of any building or other improvement that is part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below in Section 31. In case of damage to or destruction of any such buildings or improvement, Lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be timely used by Lessee for repair or replacement of the damaged or destructed improvements.

21. PREMISES IMPROVEMENTS UPON END OF LEASE

Subject to Lessor's approval, Lessee may, at its own expense, make alterations and improvements to the Premises as necessary. Lessee specifically agrees that any and all improvements, except personal property, furnishings and installed trade fixtures located upon the Premises shall become the property of the Lessor upon termination of this Lease. Title to all personal property, furnishings and trade fixtures shall be and remain with Lessee and may be removed from the Premises at any time, provided Lessee is not then in default hereunder. If Lessee shall fail or refuse to remove any such property from the Premises upon expiration or termination of this Lease, Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Lessor without any cost either by set-off, credit, allowance or otherwise, and shall be disposed of by Lessor in accordance with the law without incurring liability to Lessee or any other person or entity.

22. UTILITIES

Lessee shall fully and promptly pay for all water, sewer, gas, electricity, telephone service, internet and other public utilities of every kind furnished to the Premises throughout the Lease Term, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

23. ADDITIONAL OBLIGATIONS OF THE LESSEE

The Lessee shall:

- a. Conduct its operation hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others around the Premises.
- b. Control, within reason, the conduct, demeanor and appearance of its employees, invitees, and of those doing business with it and, upon objection from the Lessor concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.
- c. Remove from the Premises or otherwise dispose of in a manner approved by Lessor all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations in a timely manner. Any such debris or waste, which is temporarily stored on the Premises, shall be kept in suitable garbage and waste receptacles, made of metal and equipped with tight-fitting covers and designed to safely and properly contain whatever material, may be placed therein. All such receptacles and containers shall be screened, at Lessee's expense, on at least three (3) sides in such a manner that the receptacles or containers are not visible from the street on which the Premises are located and in such manner as is acceptable to, and approved by, Lessor. Lessee shall use extreme care when effecting removal of all waste and debris. Piling of such waste or debris in an unsightly or unsafe manner on or about the Premises is prohibited.

- d. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises, commit or suffer to be committed any waste on the Premises, or any nuisance.
- e. Not do or permit to be done anything, which may interfere with effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.
- f. Not create nor permit to be caused or created upon the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of a restaurant or internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.
- g. Not overload any floor or paved area on the Premises and Lessee shall repair any floor, including supporting members, and any paved area damaged by overloading.
- h. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the Lessee's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- i. Not interfere with frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility.
- j. Not do or permit to be done any act or thing upon the Premises:
 - 1. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or
 - 2. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

24. ENVIRONMENTAL REGULATIONS

Lessee agrees to comply with all applicable federal, state and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or as amended from time to time and accepts full responsibility and liability for such compliance. Lessee shall at all times maintain an accurate inventory list, including quantities, of all such hazardous, and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by Lessor. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises.

If Lessee receives a notice of violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to the Lessor within twenty-four (24) hours of receipt by Lessee. Any environmental violation of the provisions of this Lease shall be deemed to

be a default under this Lease if not cured within ninety days (90) days of receipt of notice from the Lessor or such time permitted to bring the Premises into compliance by the regulatory agency with jurisdiction over the subject violation, whichever is shorter, shall be grounds for termination of this Lease, and shall also provide the Lessor grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease. If Lessor receives a notice from any governmental entity asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if Lessor otherwise has reasonable grounds upon which to believe that such a violation has occurred, Lessor shall have the right, but not the obligation, to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Lessor. Lessee agrees to cooperate with any investigation, audit, inquiry by Lessor or any governmental agency regarding possible violation of any environmental law, regulation or in response to any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials.

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

25. ENVIRONMENTAL INSPECTIONS

Lessor shall have the right, but not the obligation, to have an environmental assessment of the Premises prepared within the first one hundred eighty (180) days of this Lease, and to provide a copy of such report to Lessee to establish a base line indicating the current condition of the Premises. Within the last one hundred eighty (180) days of the Lease Term, Lessor shall have the right, but not the obligation, to have an environmental assessment performed to determine whether any hazardous substances or contamination have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

26. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Lessor shall provide reasonable notice to Lessee prior to any such entry of the Premises unless impractical to do so as a matter of public health, safety, or welfare. In addition, Lessee shall permit Lessor, within the last one hundred eighty (180) days prior to the expiration of any Lease Term, to place on the Premises any usual or ordinary "for lease" signs and to exhibit the Premises to prospective Lessees at reasonable hours.

In addition, Lessee shall permit Lessor and the agents, contractors, and employees of Lessor to enter the Premises to complete all activities associated with the Drainage Improvement

Project as described herein. Lessor shall diligently pursue completion of the Drainage Improvement Project and while conducting activities associated with the Drainage Improvement Project, Lessor shall make all reasonable efforts not to interfere with Lessee's use and enjoyment of the Premises.

27. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the Lease Term.

28. INDEMNIFICATION

Lessee agrees to indemnify and hold harmless the Lessor from and against any and all liability, claims, demands, damage, expense, fees, fines, penalties, suits, proceedings, actions and causes of actions of any and every kind and nature arising or growing out of or in any way connected with the use and occupation of the Premises or any operation therefrom, or arising out of or in any way connected with any act or omission of the Lessee, and sub-tenants and their respective successors and assigns, or anyone claiming by, through or under them, or resulting from any breach, violation or non-performance of any covenants, condition or agreement herein contained on the part of the Lessee to be kept and performed, resulting in injury to the person or persons or property damage or loss of life or property of any kind or nature whatsoever sustained during the Lease Term hereof, except to the extent that such bodily injury or property damage or loss results from the sole negligence of Lessor, its agents, employees or sub-contractors. Lessee shall, if required by Lessor, defend, at its own expense, any and all such actions, suits, and proceedings, which may be brought against the Lessor or in which the Lessor may be impleaded or joined with others in any such actions or proceedings and shall satisfy, pay, and discharge any and all judgments, orders and decrees that may be recovered against the Lessor in any such action or proceeding. In addition, as set forth in Section 17.d. herein, Lessee shall provide documentation to Lessor demonstrating that Lessee's contractors performing any construction, alteration, repair, or maintenance on the Premises have agreed to indemnify Lessor for any injury or damages related to the contractor's conduct regarding said work on the Premises. Notwithstanding the above, Lessee shall be relieved of all obligations and responsibilities described herein for any and all actions, suits and proceedings which results from the sole negligence of Lessor, its agents, employees or sub-contractors. Compliance with the insurance requirements as provided in this Section shall not relieve Lessee of its liability or obligation to indemnify the Lessor as set forth herein. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Lessor in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease.

29. INSURANCE

Lessee shall procure and maintain at its cost, during the Lease Term, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the Lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No

changes are to be made to these specifications without prior written specific approval by the Lessor.

a. Commercial General Liability, providing coverage for Premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse, underground and explosion, owner's and contractor's protective, contractual and personal injury with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.

b. Property, for all buildings and improvements and Lessee's personal property on the Premises and for all risks of loss included in Fire and Common "Special Form" perils with limits no less than current replacement value of buildings and improvements. Coverage must also include windstorm and flood with limits no less than current replacement value of buildings and improvements. Lessee is responsible for full replacement cost, including any deductibles. The term "replacement value" shall mean the actual replacement cost less depreciation. The replacement value shall be determined whenever reasonably requested by Lessor.

c. Automobile Liability, if applicable, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) aggregate.

d. Storage Tank Liability, if applicable, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) aggregate or equal to actual exposure.

e. Builders Risk, if applicable. During the Lease Term, Lessee shall, at its sole expense, procure and maintain Builders Risk Insurance for the construction of any improvements, alterations or new construction equal to or greater than One Hundred Thousand Dollars (\$100,000) in value on the Premises, naming Lessor as an additional insured. Said coverage shall be obtained with a limit of no less than one hundred percent (100%) of the completed replacement cost value issued on an All Risk form including Windstorm & Hail and Flood. Coverage should apply on a replacement cost basis.

f. Workers Compensation: Workers compensation insurance in accordance with Florida statutory law and Employers Liability insurance with a limit of not less than one million dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each disease/employee, One Million Dollars (\$1,000,000.00) each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

g. Liquor Liability, if applicable. During the Lease Term, Lessee shall, at its sole expense, procure and maintain Liquor Liability Insurance with a limit not less than One Million Dollars (\$1,000,000.00).

All policies required by this Lease, with the exception of Workers Compensation, or unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

Each insurance policy required by this Lease shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

All policies required by this Lease shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to Lessor by certified mail, return receipt requested.

Lessor reserves the right to review, annually, coverage form/policy, and the types and amount of insurance and revise the same as deemed reasonably necessary by Lessor by providing not less than thirty (30) days written notice to Lessee. Any such revisions shall be in accordance with generally accepted industry standards based on the use of the Premises.

The procuring of required policies of insurance shall not be construed to limit Lessee's liability, or to fulfill the indemnification provisions and requirements of this Lease.

The Lessee shall, at its sole cost, be responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not Lessor is an insured under the policy.

The Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

Certificates of insurance evidencing occurrence form coverage and conditions to this Lease are to be furnished to Lessor fourteen (14) days prior to the Effective Date of this Lease and prior to expiration of each insurance policy.

Notices of claims associated with this Lease shall be provided to the Lessee's insurance company and Lessor, as soon as practicable after notice to the Lessee.

Notwithstanding said insurance policies, Lessee shall be obligated for the full and total amount of any damages, injury, or loss caused by the negligence, recklessness, or intentional wrongful conduct of Lessee and persons employed or utilized by Lessee in connection with this Lease.

30. NOTICES

All notices required or authorized under this Lease shall be given in writing and shall be served by mail on the parties at the respective address shown below:

LESSOR: City of Venice
Venice City Manager
401 W. Venice Avenue
Venice, Florida 34285

LESSEE: Horizon 880, LLC
Robert V. Rogers, Manager
2441 16th Street Ne
Naples, FL 34120

31. FORCE MAJEURE

The parties shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure" shall mean any event, which results in the prevention of, or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period, the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

32. PROPERTY RIGHTS RESERVED

This Lease and all provisions hereof are subject to and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Airport. In addition, this Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

33. TAXES

All taxes, assessments and charges on lands or improvements and obligations upon the Premises shall be promptly paid by the Lessee when due. The Lessee shall have the right to contest or protest or review by legal proceedings any such other manner as may be provided by law. Such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Under such circumstances, Lessee shall fully indemnify and

save the Lessor from all loss, cost, damage and expense incurred or to be incurred or suffered by the Lessor. In addition, Lessee shall furnish to Lessor for its inspection upon request in writing, official receipts of the appropriate taxing authority or other proof satisfactory to the Lessor evidencing payment by Lessee.

34. DEFAULT AND TERMINATION

The happening of any one or more of the following events (hereinafter referred to as an event of default) shall constitute a breach of this Lease on the part of the Lessee:

- a. The failure of Lessee to pay any rent or other amounts or charges due under this Lease and the continued failure to pay same for a period of thirty (30) days after the due date.
- b. The failure of Lessee to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with all of the terms and conditions hereof.
- c. The levy of execution or attachment of the leasehold interest of Lessee by process of law or otherwise in satisfaction or partial satisfaction of any judgment, debt or claim; provided Lessee shall have the right to contest any such action against it, and during the period of contest no breach shall occur as a result of any such action.
- d. Lessee's vacating or abandoning the Premises
- e. Lessee's non-compliance with Section 287.133, Florida Statutes, concerning Criminal Activity on Contracts with Public Entities.
- f. Material breach by Lessee of any term, provision, obligation or condition of this Lease.

Lessee shall not be deemed in default under the Lease in the payment of rent or the payment of any other monies required in this Lease, or in the furnishing of any bond or insurance policy when required unless Lessor shall first give to Lessee written notice of the default and Lessee fails to cure the default within ten (10) days. Said written notice shall not be given by Lessor to Lessee until any grace period provided for in this Lease has expired.

Except as to the provisions or events set forth in the preceding paragraphs of this Section, Lessee shall not be deemed in default under the Lease unless Lessor first gives to Lessee written notice of default, and Lessee fails to cure the default within thirty (30) days unless in the Lessor's discretion, a shorter time for compliance is required due to potential concerns related to the public health, safety or welfare.

In the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues beyond the time provided for Lessee to cure after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be obligated to, do or perform or cause to be done or performed such act or thing, entering on the Premises for such purpose, if Lessor shall so elect. Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of any such activity. Lessee shall repay to Lessor on demand any expenses, including compensation to the agents and employees of Lessor.

Any activity done by Lessor pursuant to the provisions of this Section shall not be construed as Lessor's waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease or the performance of it, or of any other right or remedy of Lessor. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per year, compounded annually.

In addition, in the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues beyond the time provided for Lessee to cure after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor, at its election, may declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end. Any such action by Lessor shall not be deemed to preclude the exercise of any other remedy available to Lessor as provided by statute or general law at the same time or in subsequent times or actions.

35. WAIVER OF DEFAULT

No waiver of any breach of any of the term, provision, obligation or condition hereof shall be taken or construed to be a waiver of any other or succeeding breach of the same or any term, provision, obligation or condition hereof.

36. ACCELERATION OF RENT

If any of the events referred to in Section 34 occur then, in addition to all other rights available to the Lessor, the full amount of the current Monthly Rent and any other payments required to be made monthly by the Lessee, and the next ensuing six (6) months' worth of Monthly Rent will immediately become due and payable as Accelerated Rent.

37. RELATIONSHIP OF THE PARTIES

The execution of this Lease or the performance of any of the terms, covenants, and conditions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, or of a partnership or of a joint venture and the relationship between the parties hereto shall be and always remain that of Lessor and Lessee. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible for the duties and obligations of Lessee.

38. SUBLETTING AND ASSIGNMENT OF LEASE

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the Premises or any part of them, without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld.

Lessor's consent to one assignment, sublease, or use shall not be a consent to any other subsequent assignment, sublease or use. Any unauthorized assignment or sublease shall be void, and shall terminate this Lease at the Lessor's option. Lessee's interest in this Lease is not assignable by operation of law without Lessor's written consent.

If the Lessee makes any assignment, sublease, license, or grant of a concession with respect to the Lease, the Lessee will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease unless said liabilities and obligations are transferred, in writing, to the assignee, subtenant, licensee, or grantee. Any such transfer shall be subject to the express approval of Lessor, which shall not be unreasonably withheld.

Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in any building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

39. BANKRUPTCY OR INSOLVENCY OF LESSEE

In the event the Lessee at any time during the term of this Lease should suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property and such or petition is not vacated within sixty (60) days thereafter, same shall constitute a default hereunder and in addition to all other rights of Lessor in the event of default, Lessor shall have the right, at its option, and without notice, to consider the same a termination of this Lease.

40. MORTGAGE RIGHTS OF LESSEE

The Lessee shall have the right to mortgage its leasehold interest under this Lease, together with Lessee's right and interest in any buildings or improvements placed upon the Premises by the Lessee, for the purpose of securing a loan, provided that such mortgage will be subject to and inferior to the prior right, title and interest of the Lessor in the Premises, and provided also that Lessee and Lessor enter into an addendum to this Lease setting forth specific terms and conditions, as well as the respective rights of Lessee and Lessor, regarding any such mortgage, prior to the existence of any such mortgage.

41. CONDEMNATION

- a. In the event of the taking of part or all of the Premises or improvements located thereon in any proceedings for condemnation or eminent domain (or any conveyance by Lessor to avoid legal proceedings, of which Lessee shall be immediately notified), all parties hereto, including any mortgagee, shall be entitled to such rights as provided to each of them by Florida law including, but not limited to, making any claim against the condemning authority with regard to the Premises. If only a portion of the premises shall be so taken, then this Lease shall continue in full force and effect; provided, however, if the remainder of the Premises is not suitable for the use then being made

of the Premises by Lessee, or if the remainder of the Premises is not one undivided parcel of property then the Lessee, at its option, may give the Lessor thirty (30) days' notice of termination of this Lease.

- b. If Lessee exercises its option to terminate as provided for under this Section, Lessee shall be released from payment of any rents, taxes or other obligations under the Lease and from any further liability for the payment of any rent or the performance of any conditions thereunder upon the date of termination.
- c. If the Lessee does not exercise its option to terminate as provided for under this Section, then all of the terms and conditions of the Lease shall continue in full force and effect, except that Lessee shall be entitled to a rent adjustment throughout the remaining term of the Lease and any extension thereof; said rent adjustment to accurately reflect the decreased value of the leasehold interest for which Lessee has not been fully compensated. Said rent adjustment shall be calculated upon a reappraisal of the property value of the remaining real property of the Premises, with said reappraisal performed at Lessor's expense. Upon the occurrence of a taking of part of the Premises or improvements located thereon as contemplated above in this Section, if Lessee does not exercise its option to terminate, then this Lease shall be amended to remove such taken real property from the Premises.
- d. In the event of the taking of part or all of the Premises or improvements thereon by inverse condemnation or a regulatory taking, Lessee shall be afforded all rights provided under this Section.

42. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work as a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.

43. AIRPORT PROTECTION

It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. In addition, the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. Further, the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

44. AIRPORT DEVELOPMENT AND EVENTS

Lessor reserves the right to develop, improve, repair, and alter the Airport and its runways, taxiways, navigational aids, terminal facilities, aircraft parking aprons and roadways, as it may deem appropriate. Lessee hereby releases and discharges the Lessor, its successors and assigns, from any and all liability to Lessee arising out of or connected to the making of such improvements, repairs, and alterations so long as a means of reasonably equivalent ingress and egress are concurrently made available to Lessee. In addition, Lessee hereby acknowledges and accepts that public events may be held from time-to-time at the Airport, which may temporarily cause additional traffic and noise in and around the Premises, and that Lessor shall not be responsible to Lessee for any disruptions to Lessee's operations on the Premises related to any such event.

45. NONDISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

a. General Civil Rights Provision

The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the Lessee or any transferee for the longer of the following periods:

- (1) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (2) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

b. Nondiscrimination Provision

The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) With respect to the Lease in the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

c. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(1) The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

(2) With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

46. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Lease is solely for the benefit of the formal parties to this Lease.

47. SEVERABILITY

If any part of this Lease is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Lease if the rights and obligations of the

parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Lease is declared severable.

48. LAND USE APPROVALS

This Lease shall not be construed as a basis for (i) granting or assuring or indicating; or (ii) denying, refusing to grant or preventing any future grant of land use and/or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Premises.

49. REDELIVERY OF PREMISES

Lessee will surrender and deliver the Premises, including the land and any leasehold improvements, at the end of this Lease, or any extension hereof, to Lessor in good order and condition, reasonable wear and tear excepted.

50. BINDING UPON SUCCESSORS

This Lease shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto. The terms and obligations of this Lease shall run with the land referenced in Exhibit "A" to the Lease, which is attached hereto.

51. APPLICABLE LAW AND VENUE

This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in the 12th Judicial Circuit Court, South County, in and for Sarasota County.

52. FEDERAL REVIEW

Lessee acknowledges this Lease may be subject to the review and inspection of the federal government to determine satisfactory compliance with Lessor's obligations as described in Section 32 herein. Lessee shall agree to modify any of the terms and conditions of this Lease, which may be determined by the federal government to be in violation of existing laws, regulations, grant assurances or other requirements. In the event the parties are unable to agree to a reasonable modification of the terms and condition of this Lease in accordance with the requirements of the federal government, either party may rescind this Lease by providing one hundred twenty (120) days written notice to the other party.

53. AMERICANS WITH DISABILITIES ACT

Lessee shall at all times maintain compliance with the requirements of "The Americans with Disabilities Act" as published in the Federal Register and the State of Florida's Accessibility Requirements Manual on the Premises.

54. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

55. CORPORATE TENANCY

The undersigned officer of Lessee hereby warrants and certifies to the Lessor that Lessee is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Lessee hereby further warrants and certifies to the Lessor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. At the time of execution of this Lease, Lessee shall provide Lessor with a Sworn Statement on Public Entity Crimes, a form for which is attached hereto as Exhibit "C," and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If Lessee is a corporation, other than one whose shares are regularly and publicly traded on a recognized stock exchange, Lessee represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease.

56. ATTORNEYS' FEES AND COSTS

The prevailing party in any action concerning any action brought pursuant to this Lease shall be entitled to an award of reasonable attorneys' fees and all costs incurred through both trial and appeal.

57. QUIET ENJOYMENT

Lessee, upon paying the rents herein reserved and performing and observing all the terms and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly, have, hold and enjoy the Premises during the Lease Term, subject to all provisions of this Lease. Lessee is leasing the Premises subject to the noises and sounds and impacts to persons and property that are customarily contained or emanate from an airport.

58. TIME IS OF THE ESSENCE

Time is of the essence in the Lease.

59. SECTION TITLES

The Section titles used in this Lease are merely for convenience and are not to be used in interpretation of the particular provisions of this Lease.

60. MISCELLANEOUS AND DEFINITIONS

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. Whenever the terms Lessor or Lessee are used herein, as the context requires such terms shall include their respective authorized employees and agents.

61. ENTIRE AGREEMENT AND AMENDMENTS

This Lease contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties.

62. MEMORANDUM OF LEASE

It is specifically understood and agreed by the parties hereto that a memorandum of lease shall be executed by the parties and recorded in the public records of Sarasota County, indexed in the land records of that office in the names of both parties hereto, and will be a matter of public record.

63. ACKNOWLEDGEMENT

The parties acknowledge that they have read this Lease, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will.

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

CITY OF VENICE, FLORIDA

By: _____
John W. Holic, Mayor

ATTEST:

By: _____

Lori Stelzer, City Clerk

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

HORIZON 880, LLC

Carol A. Hurley
Witness BUSINESS MGR

By: [Signature]
Robert V. Rogers, Manager

CAROL A HURLEY, BUSINESS MGR
Witness

ROBERT V. ROGERS, MANAGER
Print Name, Title

Witness

Witness

By: *K. T. Jacoby*
Kent Jacoby, Member
Kent T. Jacoby

Print Name, Title

Witness
K. T. Jacoby

Witness

By: *Albert Rogers*
Albert Rogers, Member
Albert Rogers

Print Name, Title

Witness
Heppink

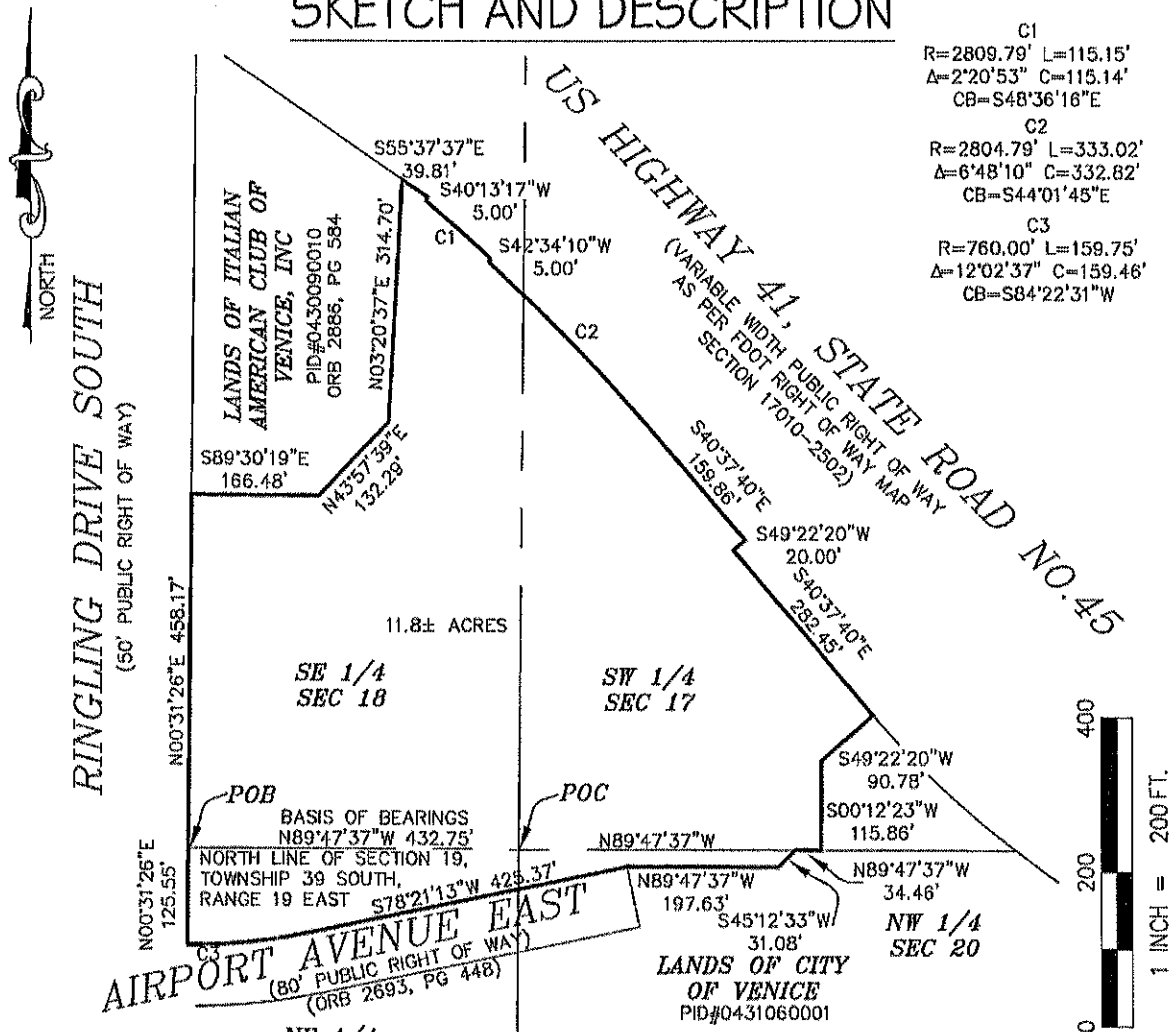
Witness

By: *Heppink*
James Eppink, Member
Heather Eppink, Office Mgr.

Print Name, Title

EXHIBIT "A" Premises

SKETCH AND DESCRIPTION



ABBREVIATIONS:

R = RADIUS
 L = ARC LENGTH
 Δ = DELTA ANGLE
 C = CHORD LENGTH
 CB = CHORD BEARING
 PID = TAX PARCEL IDENTIFICATION NUMBER
 ORB = OFFICIAL RECORDS BOOK
 PG = PAGE
 SEC = SECTION
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 C1 = CURVE NUMBER

SURVEYOR'S NOTES:

1. THIS IS A SKETCH AND NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE NORTH LINE OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST AS BEINGS89°47'37"E.
3. SEE SHEET 2 OF 2 FOR THE SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS COMPRISED OF TWO SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT THE OTHER SHEET.
5. THIS SKETCH IS REFERENCED TO BRIGHAM/ALLEN BOUNDARY SURVEY SKETCH NUMBER 260421, DATED 4/2/18.

Prepared by:
Brigham/Allen Land Surveying
 L.B. Number 7898
 807 U.S. Highway 41 Bypass South
 Suite E - Venice, Florida 34285
 Phone: (941) 493-4430
 Fax: (800) 447-7402
 Email: brighamallensurveying@gmail.com

BY: *[Signature]*
 Michael P. Allen
 Professional Surveyor and Mapper No. 6822
 State of Florida

DATE: 8/22/19

REVISIONS:
 9/11/19, JLB, REVISED BOUNDARY

SHEET 2 OF 2

SKETCH NUMBER 260421 CIRCUS S&D, DRAWN BY: JLB, CHECKED BY: MPA

SKETCH AND DESCRIPTION

DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST, CITY OF VENICE, COUNTY OF SARASOTA FLORIDA AND CONSIDERING THE NORTH LINE OF THE NORTHEAST ONE QUARTER OF SAID SECTION 19 TO BEAR NORTH 89°47'37" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 89°47'37" WEST ALONG AND WITH SAID NORTH LINE A DISTANCE OF 432.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF RINGLING DRIVE SOUTH SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 00°31'26" EAST, ALONG AND WITH SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 458.17 FEET TO A POINT ON THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 2886, PAGE 584 IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG AND WITH SAID OFFICIAL RECORDS BOOK 2886, PAGE 584 THE NEXT THREE CALLS; THENCE SOUTH 89°30'19" EAST, A DISTANCE OF 166.48 FEET; THENCE NORTH 43°57'39" EAST, A DISTANCE OF 132.29 FEET; THENCE NORTH 03°20'37" EAST, A DISTANCE OF 314.70 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41, ALSO KNOWN AS STATE ROAD NO. 45 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 17010-2502, LAST REVISED 02-09-84; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE NEXT NINE CALLS; THENCE SOUTH 55°37'37" EAST, A DISTANCE OF 39.81 FEET; THENCE SOUTH 40°13'17" WEST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE RADIAL TO SAID LINE; THENCE SOUTHEASTERLY A DISTANCE OF 115.15 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2809.79 FEET AND A CENTRAL ANGLE OF 2°20'53"; THENCE SOUTH 42°34'10" WEST RADIAL TO SAID CURVE, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE RADIAL TO SAID LINE; THENCE SOUTHEASTERLY A DISTANCE OF 333.02 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2804.79 FEET AND A CENTRAL ANGLE OF 6°48'10"; THENCE SOUTH 40°37'40" EAST TANGENT TO SAID CURVE, A DISTANCE OF 159.86 FEET; THENCE SOUTH 49°22'20" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 40°37'40" EAST, A DISTANCE OF 282.45 FEET; THENCE SOUTH 49°22'20" WEST, DISTANCE OF 90.78 FEET; THENCE S 00°12'23"W, A DISTANCE OF 115.86 FEET; THENCE NORTH 89°47'37" WEST, A DISTANCE OF 34.46 FEET; THENCE SOUTH 45°12'33" WEST, A DISTANCE OF 31.08 FEET; THENCE NORTH 89°47'37" WEST, A DISTANCE OF 197.63 FEET TO A POINT ON A PERMANENT RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2693, PAGE 448 IN THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA; THENCE SOUTH 78°21'13" WEST, ALONG AND WITH SAID PERMANENT RIGHT-OF-WAY EASEMENT A DISTANCE OF 425.37 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE WESTERLY ALONG AND WITH SAID PERMANENT RIGHT-OF-WAY EASEMENT A DISTANCE OF 159.75 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 12°02'37" TO A POINT OF CUSP TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RINGLING DRIVE SOUTH; THENCE NORTH 00°31'26" EAST, ALONG AND WITH SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 125.55 FEET TO THE POINT OF BEGINNING. CONTAINING 11.8 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS A SKETCH AND NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE NORTH LINE OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 19 EAST AS BEINGS 89°47'37"E.
3. SEE SHEET 2 OF 2 FOR THE SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS COMPRISED OF TWO SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT THE OTHER SHEET.
5. THIS SKETCH IS REFERENCED TO BRIGHAM/ALLEN BOUNDARY SURVEY SKETCH NUMBER 260421, DATED 4/2/18.

REVISIONS:

9/11/19, JLB, REVISED BOUNDARY

Prepared by:
 Brigham/Allen Land Surveying
 L.B. Number 7898
 807 U.S. Highway 41 Bypass South
 Suite E - Venice, Florida 34285
 Phone: (941) 493-4430
 Fax: (800) 447-7402
 Email: brighamallensurveying@gmail.com

SKETCH NUMBER 260421 CIRCUS S&D, DRAWN BY: JLB, CHECKED BY: MPA

SHEET 1 OF 2

EXHIBIT "B"
Conceptual Plan

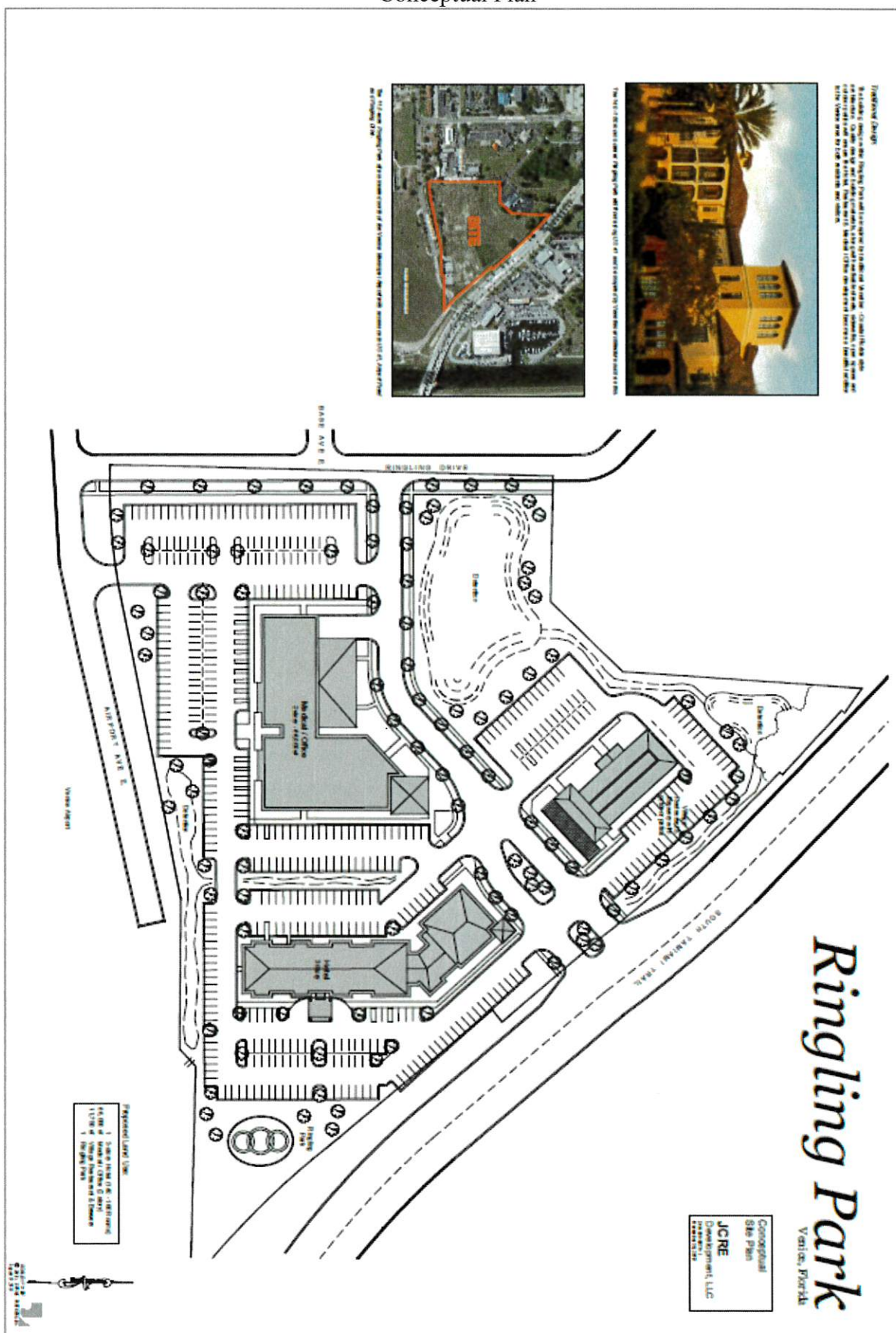


EXHIBIT "C"

Sworn Statement on Public Entity Crimes (Page 1)

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the CITY OF VENICE, FLORIDA, by HORIZON 880, LLC
whose business address is 2441 16th St Ne Naples, FL 34108 and (if applicable) its Federal
Employer Identification Number (FEIN) is 46-3142511 (If the entity has no FEIN,
include the social security number of the individual signing this sworn statement _____.)

2. My name is ROBERT V. ROGERS and my relationship to
HORIZON 880, LLC is MANAGER.

3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

4. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

EXHIBIT "C" (continued)
Sworn Statement on Public Entity Crimes (Page 2)

7. Based on information and belief, that statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

Date: 9/20/2019

Signature: 

State of: Michigan

County of: Macomb

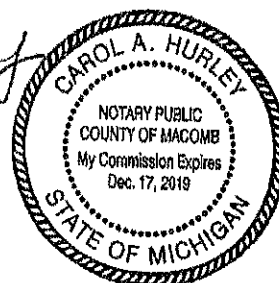
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 20th day of September, in the year 2019.

My commission expires:

12/17/2019

Carol A. Hurley
Notary Public

CAROL A. HURLEY
Printed Name or Stamp of Notary Public



Personally known to me or produced _____ as identification.

[illegible]