

**STANDARD GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS**  
*Aviation Parcel for Development*

THIS LEASE AGREEMENT WITH RENEWAL OPTIONS made and entered into this 8 day of November, 2007, by and between PINELLAS COUNTY (COUNTY), a political subdivision of the State of Florida, hereinafter referred to as "LESSOR," and Corporate Eagle Management Services, Inc. formerly known as Tradewinds Aviation, Inc., a Michigan corporation, hereinafter referred to as "LESSEE."

**WHEREAS**, LESSEE, a Michigan corporation registered to do business in Florida, was selected through the Request For Negotiation (RFN) process by St. Petersburg-Clearwater International Airport (Airport) under the authority of the Pinellas County Board of County Commissioners (County) to lease the Premises as described in Paragraph 1 of this Lease Agreement for non-Fixed Base Operator (FBO) development; and

**WHEREAS**, in the interest of reducing noise impacts to residents who live within close proximity to the St. Petersburg-Clearwater International Airport, Airport has established voluntary noise abatement and mitigation measures. LESSEE is requested to honor said noise abatement and mitigation measures;

**NOW THEREFORE**, that for and in consideration of the mutual covenants, agreements and undertakings contained herein, the Options for Lease Agreement Renewal have herein been granted to LESSEE by LESSOR, and the rents to be paid by LESSEE to LESSOR, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF PREMISES:** LESSOR hereby leases to LESSEE, subject to the agreements, covenants, conditions, restrictions and undertakings hereinafter set forth, that certain vacant real property with site improvements located at St. Petersburg-Clearwater International Airport (Airport) totaling 5.60 acres (243,936 square feet) M.O.L. (See Exhibit "A" attached hereto.) The total square footage of the Premises as provided in Paragraph 4, Subsection (a), hereinafter referred to as the Final Square Footage is subject to modification as a result of the LESSEE obtaining an approved site plan from Pinellas County Building Department.

Together with easements, to the extent reasonably required for the use and enjoyment of the Premises, for ingress and egress, and for access to main water, sanitary sewer, storm sewer and utility lines, as well as the right to tie into said main lines to the extent that LESSOR owns, controls and/or may give such tie-in rights, and all other interests and rights appurtenant thereto, said property being hereinafter described as the "Premises."

TO HAVE AND TO HOLD for the initial term and renewals thereof, upon the terms and conditions stated herein; and LESSOR covenants and warrants that it holds unencumbered fee simple title to the Premises subject only to the conditions, reservations, restrictions, and covenants running with the airport land conveyed, by Quit Claim Deed from the United States of America to Pinellas County, dated July 2, 1948 and recorded in Pinellas County Deed Book 1186, Pages 178 through 194, and/or December 17, 1947 and recorded in Pinellas County Deed Book 1163, Pages 270 through 284; that it is authorized to enter into this Lease Agreement; that the Premises as described above herein. LESSOR and LESSEE further covenant and agree as follows:

2. LEASE TERM/OPTIONS FOR RENEWAL: The initial term ("Initial Term") of this Lease Agreement shall be twenty (20) calendar years, commencing on the date of execution ("Execution Date") of this Lease Agreement and ending on that date is twenty (20) calendars years after the Rent Commencement Date as described in Paragraph 3, Subparagraph (b) below, unless sooner renewed in accordance with this paragraph. LESSEE is hereby granted an option to renew this Lease Agreement (the "Option") for up to two (2) successive additional periods of ten (10) years each (each an "Option Term"), upon the same terms and conditions stated herein which Option Terms shall be deemed to be automatically exercised unless LESSEE shall notify the Pinellas County Board of County Commissioners, in writing, not less than one hundred twenty (120) days in advance of the end of the Initial Term or the first additional Option Term, as the case may be, of LESSEE'S desire not to exercise the Option to renew this Lease Agreement. As used in this Lease Agreement, the word "Term" shall refer to and include the Initial Term of this Lease Agreement and the applicable Option Terms, unless otherwise specified.

3. ANNUAL RENT AND METHOD OF PAYMENT:

(a) Annual Rent: For the enjoyment and use of the Premises as described in Paragraph 1 hereinabove, LESSEE covenants and agrees to pay to LESSOR, without demand, an Initial Annual Base Rental Dollar Amount of Eighty-five thousand, three hundred seventy seven dollars and 60/100 (\$ 85,377.60), computed by multiplying the total net square footage of the Premises by the Initial Annual Rental Rate of Thirty-five cents (\$0.35) per square foot per year, together with applicable Florida State Sales tax thereon.

(b) Method of Rental Payment: The Base Rental amount set forth in Paragraph 3(a), as adjusted by Paragraph 4, shall be payable in equal monthly installments. The first monthly rent installment of Seven thousand, one hundred fourteen dollars and 80/100 (\$7,114.80) plus applicable Florida sales tax due hereunder shall be paid to LESSOR commencing on the sooner of Date of Beneficial Occupancy (as defined below) of the Improvements (as defined in Paragraph 7 of this Lease Agreement) or twelve (12) months from the expiration of the Inspection Period (the "Rent Commencement Date"). Thereafter installments of Base Rent shall be paid monthly, in advance, on the first day of the month

during the Term of this Lease Agreement. Said installments shall be paid when due, without demand, to the order and in the name of Pinellas County Board of County Commissioners, at the Office of the Airport Director, St. Petersburg-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, Florida 33762. As used in this Lease Agreement, the term "Date of Beneficial Occupancy" shall mean the date of the last to occur of (i) completion of the taxiway widening, and (ii) commencement of business operations in the Improvements following substantial completion and receipt of a certificate of occupancy therefore.

(c) Late Payment: Rental Payments are due and payable as set forth herein. All payments required to be made to COUNTY hereunder, shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment, if not paid within fifteen (15) days from the date due. Said interest shall be calculated on a daily basis and shall be due and payable when billed. In addition to payment of interest at said rate for any delinquency, an administrative fee currently in the amount of fifty dollars (\$50.00) shall also be paid to COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. Said administrative fee amount is subject to change by COUNTY. Notwithstanding the foregoing, the Airport Director may, under extenuating circumstances, waive the imposition of interest and administrative fees. The Airport Director's determination of "extenuating circumstances," as used herein, shall be final.

(d) Rent Tax: LESSEE may remit any rent or sales tax due on the Base Rent hereunder directly to the State of Florida.

(e) Fuel Flowage Fees: LESSEE shall be responsible for fuel flowage fee payments to Airport at the prevailing rate and calculated upon the amount shown upon the delivery tickets of all gasoline and jet fuel delivered to the LESSEE at, or on the Premises. LESSEE shall furnish copies of all delivery tickets by the dispensing company. Said delivery tickets shall be mailed monthly by LESSEE beginning on the first day of the month and must be received by the Airport Director no later than the 10<sup>th</sup> day of each month for the preceding month's deliveries, and shall be accompanied by an accurate monthly statement indicating the respective gallonage on such products furnished by the suppliers to the LESSEE for storage at the Airport.

(f) Rent Offset: The Parties have that certain "Site Development Obligations of Landlord and Tenant", as described in Exhibit "B" attached hereto, regarding the construction of certain site infrastructure and related improvements to the Premises. To the extent that LESSEE completes certain obligations of LESSOR with respect to site infrastructure and related improvements, as set forth in the "Site Development Obligations of Landlord and Tenant", LESSEE shall have the right to offset any costs and expenses incurred by LESSEE in doing the same against the Base Rent obligations under this Lease Agreement, in accordance with the terms and conditions of the "Site Development Obligations of Landlord and Tenant". Should the LESSOR require LESSEE to construct

any of landlord's site development obligations, the Parties acknowledge and agree that the items listed and the amounts allocated as rent offsets in Exhibit "B" are estimated and may be revised from time to time. The actual cost for said items will be submitted to LESSOR for review and written approval prior to construction.

4. RENTAL RATE ADJUSTMENTS/ESCALATION:

(a) Final Survey Rental Rate Adjustment: LESSEE shall obtain at its sole expense, an as-built final County-approved survey containing an accurate depiction of the Final Square Footage. To the extent that the Final Square Footage differs from the square footage as set forth in Paragraph 1 of this Lease Agreement, an Amendment to this Lease Agreement noting the Final Square Footage shall be executed by the Parties and duly recorded and the Rent will be adjusted accordingly. In such event, LESSEE shall receive a credit for any overpayments applied toward the next month's rent and in the event of an underpayment, the Rent shall also be adjusted accordingly and the difference shall be due with the next month's Rent.

(b) Time for And Method of Adjusting Rent: On the "five-year Anniversary Date" of the Lease Execution Date and every subsequent "five-year Anniversary Date" therefrom during the term hereof, and during the term of any renewal hereof, the Initial Annual Rental Rate and Dollar Amount set forth in Paragraph 3, above, and the subsequent Adjusted Annual Rental Rate and Dollar Amount as the case may be, shall be increased in direct proportion to the decrease in the purchasing power of the U.S. Dollar as evidenced by changes in the Consumer Price Index for all Urban Consumers (hereinafter referred to as the ("CPI-U") published from time to time by the Bureau of Labor Statistics, United States Department of Labor, Washington, D.C., said CPI-U using the Base Year of 1982 as 100 for reference purposes. The CPI-U for the first rent adjustment shall be that last published in the prior month CPI-U Index of the Lease Execution Date, referred to hereinafter as the "Base Index." LESSOR shall be responsible for the computation of the adjustable annual rental rate and shall notify LESSEE in writing of the new rental dollar amount within sixty (60) days after the five-year Anniversary Date as set forth above. LESSEE shall pay to LESSOR all additional sums from said calculation within thirty (30) days of notification thereof.

(c) Alternative Methods of Adjusting Rent: If said Bureau discontinues publishing the CPI-U, or substantially alters the method for computing and compiling the CPI-U, the Parties shall attempt in good faith to negotiate an amendment to, and agree on the new terms of, Paragraph 4, Subsection (b), above. If such Lease amendment cannot be made, the Parties shall next join in a request to the said Bureau to provide a substitute method or formula substantially similar to the CPI-U and the Parties shall use such substitute method to adjust the rent in accordance with the procedure in Paragraph 4, Subsection (b). If such substitute method is not provided, or is not acceptable to either LESSEE or LESSOR, then the Parties shall agree on, and shall amend Paragraph 4,

Subsection (b), to include any other composite cost of living index for the purpose of determining the Adjusted Annual Rental Rate and Dollar Amount.

(d) Formula For Computing Adjusted Annual Rental Rate and Dollar Amount:

The periodic rent adjustment required herein shall be calculated as follows: The Initial Annual Rental Rate of thirty-five cents (\$0.35 cents) per square foot shall be multiplied by the Final Square Footage as it may have been modified by formal amendment of this Lease Agreement by the Parties subsequent to the execution hereof, and the product thereof shall be multiplied by a fraction or percentage arrived at by dividing the most recent CPI-U (or other alternative or substitute index accepted under Paragraph 4, Subsection (c) above, by the Base Index.

For example, please see formula below:

Formula to determine Initial Rent:

Final Square Footage of Premises x Rental Rate Per Square Foot =  
Annual Rental Dollar Amount (not including sales tax)

Formula to determine Rental Adjustments:

Annual Rental Dollar Amount (not including sales tax) x  
Current CPI-U ÷ Base Index =  
Adjusted Annual Rental Dollar Amount (not including sales tax)

The Parties expressly agree that in no event shall any Adjusted Annual Rental Amount be less than the Initial Annual Rental Dollar Amount as set forth in this Lease Agreement.

5. USE: LESSOR will agree to allow the legally permissible uses of the Premises for office development and not unreasonably restrict a future use so long as the use complies with all zoning and Federal Aviation Administration (FAA) regulations. LESSEE shall utilize the Premises for the sole purpose of constructing and operating aircraft hangars for jet charter center inclusive of jet storage, service, management, managed aircraft maintenance and self-fueling and related non-FBO functions. LESSEE may utilize the Premises for other purposes only with express prior written consent of LESSOR, and any unauthorized use of the Premises shall constitute a material breach and default, subject to the provisions of Paragraph 40 of this Lease Agreement.

6. CONDITION OF PREMISES: LESSEE accepts the Premises in an "AS-IS, WHERE-IS" condition. LESSEE acknowledges that LESSOR has made no representations or warranties relating to the suitability of the Premises for any particular use, and unless otherwise expressly provided in this Lease Agreement, LESSOR shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises except for rent offsets listed in Exhibit B. LESSEE shall not permit any unlawful nuisance, waste or injury on the Premises. LESSEE agrees to surrender the Premises upon

the expiration of this Lease Agreement, or earlier termination hereof, in a condition substantially similar to the condition of the Premises on the Rent Commencement Date, ordinary wear and tear excepted.

**7. OBLIGATIONS OF IMPROVEMENTS BY LESSEE:**

(a) LESSEE shall construct all Improvements (See Exhibit "C" [Preliminary Site Plan] attached and incorporated herein) located on the Premises at its sole cost and expense, and extend and construct all utilities required for use on the Premises. LESSEE shall be responsible, at its sole cost and expense, for the construction of any and all stormwater drainage, retention, and detention areas in connection with development of the Premises. LESSEE shall construct on the Premises Improvements ("LESSEE Improvements"). LESSEE agrees to spend not less than Two Million dollars and zero cents (\$2,000,000.00) on LESSEE Improvements, which obligation shall not be increased by application of any rent offsets listed in Exhibit B. LESSEE shall commence construction of LESSEE Improvements within 90 days after the issuance of a building permit by County, the issuance of a Notice to Proceed by LESSOR, and the receipt by LESSOR of all requisite permits and approvals, subject to the terms and conditions of this Lease Agreement.

(b) LESSEE covenants and agrees to submit initial engineering site plans for its planned improvements as described in Paragraph 5 to the Pinellas County Airport Director, and Building and Zoning Departments within ninety (90) days of the execution of this Lease Agreement, and to further commence construction within twelve (12) months of the date of approval of said site plan and thereafter continuously pursue until development is complete. It is expressly agreed that should said plans not be submitted, or said construction not be commenced, within either of said periods, this Lease Agreement shall terminate upon the last day of that period following the execution of this Lease Agreement and such termination shall be deemed a voluntary termination and subject to the forfeiture as set forth in Paragraph 44. Said construction and improvements shall meet all applicable federal, state, and county laws, ordinances, codes and regulations, and all plans and specifications therefore shall be subject to prior approval by LESSOR'S County Building and Development Review Services Departments, or other regulatory agencies, the Airport Director, and the Federal Aviation Administration. LESSOR, without cost or expense to itself, shall cooperate with LESSEE in securing permits and authorizations necessary from time to time for the performance of any construction, alteration(s) or other work permitted to be done by LESSEE under this Lease Agreement.

(c) LESSEE shall construct a fuel storage system ("Fuel Storage System") located at the Premises at its sole cost and expense for the limited usage as set forth in Paragraph 5 above. LESSEE must begin construction of the Fuel Storage System within twenty-four (24) months of the execution date of this Agreement. Said construction shall meet all applicable federal, state and county laws, ordinances, codes and regulations, and all plans and specifications therefore shall be subject to prior approval by LESSOR'S County Building

and Development Review Services Departments, or other regulatory agencies, the Airport Director, and the FAA. Nothing herein shall be construed to vest LESSEE with the rights and privileges of an FBO.

(d) LESSEE shall widen the taxiway to a uniform width of 50 feet at LESSEE'S sole cost and expense, subject to the rent offsets described in Exhibit "B"; provided, however, LESSOR, at its sole cost and expense, shall obtain all required Federal Aviation Administration (FAA) approvals and permits for the widening of the taxiway to enable LESSEE to commence construction.

8. OBLIGATIONS FOR IMPROVEMENTS BY LESSOR: LESSOR agrees to have constructed the LESSOR improvements described in Exhibit "B" hereto. In the event LESSEE is required to construct any of LESSOR'S improvements as described in Exhibit "B" (Site Development Obligations of Landlord and Tenants), LESSEE will receive rent offset in accordance with Exhibit "B".

9. LESSEE'S INSPECTION PERIOD: From the date of execution of this Lease Agreement until the expiration of six (6) months after the execution and delivery of this Lease Agreement, herein referred to as the "Inspection Period", LESSEE and its duly authorized representative(s) shall have the right to investigate and inspect the Premises and shall have access to the Premises for determination of utility, availability, environmental conditions, soil, engineering and feasibility testing, surveys, title, flood plans, utility access and other tests, surveys, audits, inspections and investigations deemed necessary or appropriate by LESSEE (collectively the "Tests").

This Lease Agreement is contingent upon LESSEE obtaining the following within the Inspection Period (or waiving same in LESSEE'S sole discretion): (1) receipt of evidence, satisfactory to LESSEE from geotechnical investigation that the property within the Premises is suitable for construction of the Improvements contemplated by LESSEE; (2) proof satisfactory to LESSEE that there are no Hazardous Substances on the Premises other than those that are satisfactory to LESSEE; (3) LESSEE obtaining the final, non-appealable approval of all public, government or quasi-governmental authorities (including FAA and Southwest Florida Water Management District [SWFMD]) as to all matters relating to zoning, subdivision, lot splits, special use permits or similar requirements, LESSEE'S proposed building improvements, signage and site plan, including building and signage permits (hereinafter the "Governmental Approvals"), as will permit LESSEE to develop and operate LESSEE'S proposed improvements of the Premises; (4) LESSEE obtaining a satisfactory ALTA/ASCM survey of the Premises; (5) LESSEE obtaining a current ALTA Commitment for Title Insurance covering the Premises, wherein the title company commits to insure LESSEE'S leasehold interest in the Premises without exception for any matters unacceptable to LESSEE; and (6) such other evidence satisfactory to LESSEE (from such other Tests as LESSEE has elected to undertake or otherwise) that the Premises is suitable for development for LESSEE'S intended use.

At any time prior to the expiration of the Inspection Period, LESSEE shall have the right to terminate this Lease Agreement by delivery of written notice to LESSOR if LESSEE determines, in LESSEE'S sole discretion, that any of the foregoing contingencies remain unsatisfied, or LESSEE otherwise determines that the Premises are not suitable (economically or otherwise) for LESSEE'S intended development. Notwithstanding anything to the contrary provided herein, in the event LESSEE fails to obtain all required Governmental Approvals, or LESSEE determines that the Governmental Approvals will be issued, but only upon terms and conditions as are unsatisfactory to LESSEE in LESSEE'S sole discretion, LESSEE may terminate this Lease Agreement upon written notice to LESSOR, and the Parties shall be relieved of any further obligations hereunder.

10. OWNERSHIP OF IMPROVEMENTS: All buildings and improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Premises by LESSEE shall be personal property, and LESSEE shall have legal title thereto during the term of this Lease Agreement. Upon the expiration, or termination under the provisions of this Lease Agreement, title to all permanent buildings and improvements constructed on the Premises and any fixtures therein shall vest in LESSOR. LESSEE may remove all personal property installed within the structure contemplated by this Lease Agreement, provided that said removal is accomplished prior to the expiration of the lease term without damage to the building. LESSEE, at its own expense, shall repair any damage that may be caused by such removal. LESSEE'S right to remove said personal property shall not be construed to include removal of support equipment or fixtures such as air conditioning, base electrical service, or plumbing, which would customarily be provided within such a structure.

11. INTEREST OF LESSOR NOT SUBJECT TO LIENS: The ownership interest of LESSOR in the Premises shall not be subject to liens for improvements or construction made by LESSEE to or on the Premises. LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LESSOR in the Premises herein leased. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, must be notified by LESSEE and are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease Agreement.

12. BOND REQUIREMENT: LESSOR and LESSEE agree that in the event any lien or claim of lien be filed against the Premises by reason of any act or omission of LESSEE or any of LESSEE'S agents, employees, contractors, or representatives, then LESSEE shall cause the same to be cancelled and discharged of record by bond, or otherwise within thirty (30) days after receipt of notice of the filing thereof. Should LESSEE fail to discharge the lien within such thirty (30) day period, then LESSOR may discharge the lien, and any amount paid by LESSOR to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by LESSOR, shall be additional rent payable on

demand. The remedies provided herein shall be in addition to all other remedies available to LESSOR under this Agreement.

13. PLEDGE OF LEASEHOLD INTEREST: LESSEE shall have the right to create a security interest in, or pledge its leasehold interest in this Lease Agreement, upon approval by the Board of County Commissioners. The holder of any security interest in, or of any pledge of, this Lease Agreement; and the holder of any portion of LESSEE'S leasehold interest herein granted; and anyone claiming by, through or under such holder or such security interest or pledge, shall not acquire any greater rights hereunder than LESSEE has (except the right to cure or remedy LESSEE'S defaults) and is subject to all rights and interests of LESSOR herein, none of which terms, covenants, conditions or restrictions is, or shall be waived by LESSOR, by reason of LESSOR'S granting the right to create a security interest or to pledge its leasehold interest in this Lease Agreement, except as expressly provided herein; and no such holder or claimant shall become entitled to a new Lease Agreement in the event of the termination of this Lease Agreement; nor shall such person become entitled to a new Lease Agreement in the event of LESSEE'S failure to exercise any option to extend this Lease Agreement as provided for in Paragraph 2. Any such security interest or pledge shall be subject to all the agreements, terms, covenants, and conditions of this Lease Agreement. Further, no security interest created in the leasehold interest granted in this Lease Agreement, and no assignment thereof shall be binding upon LESSOR in the enforcement of its rights under this Lease Agreement, nor shall LESSOR be deemed to have any notice thereof, until a fully conformed copy of each instrument affecting such security interest, in a form proper for recording, shall have been delivered to LESSOR by Certified United States Mail.

14. SUBORDINATION: The temporary and permanent mortgage financing to be procured by LESSEE which may consist of one or more mortgages, shall make provisions for interest and amortization payments which shall be the sole responsibility of LESSEE.

LESSOR will cooperate with LESSEE in the obtaining of such financing and will execute any instrument reasonably required in connection therewith; provided however, LESSOR may cause its nominee to execute any and all such instruments, each of which shall expressly provide that the Mortgagee will not look to LESSOR for the payment of any indebtedness of LESSEE, and provided further that any instrument so executed by LESSOR shall expressly provide that the Mortgagee shall look solely to the security of the leasehold or personalty rights of LESSEE for the payment of indebtedness and shall not seek to collect the indebtedness from or obtain a deficiency judgment against LESSOR. LESSEE shall pay all costs, fees, title insurance charges, recording fees, taxes, and legal fees incurred, or payable in connection with, such mortgage or other instrument, or any action, suit or proceeding based thereon. This Lease Agreement shall be subordinate only to the mortgage or mortgages obtained by LESSEE in accordance with this Paragraph 14.

This Lease Agreement and all provisions hereof are subject and subordinate to the

terms and conditions of the instruments and documents under which the Pinellas County Board of County Commissioners 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 Pinellas County Board of County Commissioners, 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 Pinellas County Board of County Commissioner pertaining to the St. Petersburg-Clearwater International Airport. For purposes of this paragraph, LESSOR expressly authorizes its County Administrator or other designee(s) of the County Administrator to execute documents described herein.

15. CONFORMITY TO LAW: LESSEE shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the Premises, including but not limited to rules and regulations of Pinellas County, the St. Petersburg-Clearwater International Airport, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Department of Defense of the U.S. Government, which pertain to the Premises and the said building, fixtures, improvements and LESSEE'S operations thereon.

16. NONDISCRIMINATION: LESSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

(a) 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;

(b) 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.

(c) LESSEE shall comply 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, Non-discrimination 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, to the extent the same apply to LESSEE and its use of the Premises,

In the event of breach of any of the above non-discrimination covenants, LESSOR shall have no rights to exercise any remedies until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

17. LICENSES AND PERMITS: LESSEE shall be responsible for obtaining, at their own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of business operations on the Premises. LESSOR agrees to use good faith commercially reasonable efforts to assist LESSEE in securing all necessary licenses, permits, inspections and approvals, including all Governmental Approvals, except for the Federal Aviation Administration (FAA) approvals and permits required for widening the taxiway, which LESSOR must obtain.

18. TAXES:

(a) In addition to any state sales tax due per Paragraph 3 herein, LESSEE shall be responsible for the payment of any personal property or ad valorem real property taxes that are levied upon the Premises, any buildings, improvements or personal property thereon owned by LESSEE, or upon the leasehold estate conveyed by this Lease Agreement. LESSEE'S failure to timely pay taxes on or before the due date shall be deemed a default.

(b) LESSEE has, at its sole cost and expense, the right to dispute and contest any taxes as set forth above. LESSEE shall pay all court costs, interests, penalties as applicable and any other expenses resulting from or relating to said contest.

19. CONDEMNATION:

(a) If the whole or any part of the Premises hereby leased shall be condemned or taken by (or sold in lieu thereof to) any public authority under the power of eminent domain, then this Lease Agreement shall cease with respect to the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day; and, if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased (as determined by LESSEE in its sole discretion), then, from that day, LESSEE shall have the right either to terminate this Lease Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the Base Rent shall be reduced in proportion to the amount of the Premises taken. If LESSEE shall fail to terminate this Lease Agreement as aforesaid within one hundred twenty (120) days after said taking, said failure shall be regarded as a waiver of its right to terminate, whereupon this Lease Agreement shall continue for the then balance of the Lease Term (subject to the reduction of Base Rent referenced above). If LESSEE exercises its right to terminate, all advance rent paid by LESSEE shall be adjusted to the date of said taking. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs made necessary to restore the Premises to a usable condition following any partial taking.

(b) The parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within thirty (30) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

(c) In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, LESSOR and LESSEE shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease Agreement shall not affect the right of the respective parties to such awards.

20. DESTRUCTION OF THE PREMISES:

(a) In the event that some or all of the Premises are damaged or destroyed, partially or totally, from any casualty event or other cause, LESSEE shall, subject to the availability and receipt of proceeds from the insurance required to be carried by LESSEE under Paragraph 24 below, repair, restore and rebuild the Premises to a usable condition and this Lease Agreement shall remain in full force and effect. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction has occurred and shall be diligently pursued to completion.

(b) In the event of a casualty event, LESSEE shall be entitled to all proceeds of any casualty loss or extended coverage insurance maintained under this Lease Agreement.

(c) If the Premises are damaged or destroyed, either partially or totally during the last five (5) years of the Lease Term or any renewal term of this Lease Agreement, then LESSEE may, upon written notice within ninety (90) days after the occurrence of such damage or destruction, elect to terminate this Lease Agreement. In such event this Lease Agreement shall be deemed terminated as of the date of notice; provided, however, LESSEE shall be responsible for the demolition and removal of any portion of the improvements which are then damaged.

21. MAINTENANCE AND REPAIRS: During the Lease Term, LESSEE, at its own expense, shall keep and maintain all buildings, fixtures and improvements constructed on the Premises in good and sanitary order, condition and repair.

22. INDEMNIFICATION: LESSEE agrees to indemnify and hold harmless LESSOR from and against all loss or expense (including costs and attorney's fees) by reason of liability of LESSOR for damages (including any strict or statutory liability and any liability under Workers' Compensation Laws) because of bodily injury, including death, arising therefrom, sustained by any person or persons, or damage to property, including loss of

use thereof, arising out of or in consequence of the use of the Premises, except for injury or damage found to be due by the negligence of LESSOR, its Board of County Commissioners, officers, employees and/or agents.

23. INDEMNITY AGAINST COSTS AND CHARGES: LESSEE shall promptly pay to LESSOR all costs, expenses, attorneys' fees and damages which may be incurred or sustained by LESSOR by reason of LESSEE'S default under the provisions of Paragraph 40 of this Lease Agreement. Any sums due LESSOR under this paragraph shall constitute a lien against the interest of LESSEE in the Premises and all its property, including personal property, situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on the Premises and property.

24. INSURANCE: LESSEE shall procure, pay for and maintain during the term of this Lease Agreement insurance as required herein:

(a) Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/completed operations and personal injury covering liability assumed under indemnification provisions of this Lease Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 for each occurrence; and property damage of not less than \$250,000 for each occurrence. Coverage shall be on an "occurrence" basis.

(b) Workers' Compensation and Employers' Liability, where applicable, of not less than \$100,000, or as required by law.

(c) Fire and Extended Coverage. Ninety percent (90%) of current replacement dollar value should be carried on all buildings, fixtures and improvements of LESSEE. Proceeds from such insurance shall be paid directly to the insureds or to a trustee mutually acceptable to LESSOR and LESSEE to pay for the repair or replacement of any damage or loss to the buildings or improvements (including partially constructed buildings or improvements) referenced in Paragraph 7 of this Lease Agreement. Said buildings and improvements shall be revalued by the insurance carrier each year during the term hereof, and the amount of insurance coverage shall be adjusted accordingly within thirty (30) days thereafter.

(d) Excess liability of not less than \$1,000,000 combined single limits as an excess of the primary coverages required above in umbrella or follow form.

LESSEE agrees that LESSOR shall have the right, exercisable on ninety (90) days prior written notice to LESSEE, to require LESSEE, on or after the fifth (5th) anniversary of the commencement date, and at five (5) year intervals thereafter, to increase or decrease the monetary limits of such policy or policies; provided, however, that LESSOR shall not

require LESSEE to increase such monetary limits by more than twenty-five percent (25%) of the monetary limits during the immediately preceding five (5) year period.

At least five (5) days before the commencement date of this Lease Agreement, LESSEE shall deliver to LESSOR an original or a certified copy of each such policy (or at LESSOR'S option, a certificate thereof). Copies of renewal policies shall be provided to the Airport Director's office at the time they are received by LESSEE. LESSEE shall notify LESSOR within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy or policies shall have no recourse against LESSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE. The Pinellas County Board of County Commissioners shall be endorsed on the required policy or policies as an additional insured and all such policies shall provide that LESSOR be given at least thirty (30) days advance written notice of lapse, cancellation or material modification thereof. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or the County's Self-Insured Retentions of whatever nature.

25. ENVIRONMENTAL REQUIREMENTS/HAZARDOUS SUBSTANCES:

(a) LESSOR, at its expense, shall furnish LESSEE a Level I Environmental Study by a recognized environmental firm reasonably acceptable to LESSEE within sixty (60) days from the Execution Date of this Lease Agreement, with sufficient data to assure that no water, soil, or groundwater contamination now exists or has spread in, under, or upon the Premises.

The Parties agree that if the results from the Phase I Environmental Study do not warrant further testing, LESSOR will not be obligated to proceed to Phase II testing. If continued testing is recommended by the environmental firm, LESSOR will obtain either a Phase II or a Phase III Environmental Assessment (including but not limited to a contamination assessment report and a remediation action plan), as recommended by the environmental firm and approved by LESSEE. If the contamination assessment report indicates that remediation is required under applicable federal, state, or local laws, statutes, ordinances, rules or regulations, then LESSOR or LESSEE shall have the right to terminate this Lease Agreement by written notice to the other. If neither LESSOR nor LESSEE elect to terminate this Lease Agreement, LESSOR shall be responsible for full remediation, at LESSOR'S expense. Notwithstanding the foregoing, if LESSOR elects to terminate the Lease Agreement, LESSOR'S election shall be null and void if, within fifteen (15) days of receipt thereof, LESSEE notifies LESSOR that it wishes to lease the Premises as-is, in which event, LESSEE shall be responsible for full remediation, at LESSEE'S expense. The Lease Term, Inspection Period and Rent Commencement Date of this Lease Agreement shall each be extended one day for each day it takes to complete the assessment and any required remediation in order to bring the Premises into compliance with applicable environmental

laws.

(b) Without the prior written permission of LESSOR and proper permitting (if permitting is required under federal, state, or local law), LESSEE shall not use, store, handle, or allow to be brought on-site any petroleum and/or petroleum products, hazardous materials, hazardous substances, hazardous wastes or other contaminants generally recognized to pose a threat to human, animal or plant life, or to the environment (including but not limited to groundwater, air, and soil) in violation of applicable law. Hazardous materials, hazardous substances and hazardous wastes (collectively referred to as "contaminants") shall include, but not be limited to, substances listed or described by characteristics in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended (42 U.S.C. '9601ff.), or in Chapter 17 of the Florida Administrative Code, or in 40 CFR, Ch. 1, Part 302.

(c) LESSOR has the right to periodically perform during the Lease Term, and upon termination of this Lease Agreement, additional environmental assessments, (cost not to exceed customary fees for said services) of the Premises. Such studies will only be undertaken if there is reasonable evidence that contaminants have been released on the Premises by LESSEE. LESSOR and LESSEE shall both be included as a party to any contract for the environmental assessments. If no contamination is found, LESSOR shall be responsible for expenses related to environmental assessment. If contamination is found, LESSEE shall be responsible for expenses related to environmental assessment. If the contamination assessment report indicates that remediation is required under applicable federal, state, or local laws, statutes, ordinances, rules or regulations, LESSEE shall be responsible for full remediation, at LESSEE'S expense; provided however, LESSEE shall be responsible only to the extent the remediation relates to contaminants released on the Premises by LESSEE, and in no event shall LESSEE be responsible for remediation of any contaminants or other environmental conditions (i) which existed prior to the commencement of LESSEE'S use or occupancy of the Premises; or (ii) to the extent such violation is caused by, or results from the acts or negligence of LESSOR or any of LESSOR'S agents, employees, officers, partners, contractors, guests, or invitees.

(d) LESSEE shall indemnify, reimburse, defend and hold harmless LESSOR from and against all demands, claims, liabilities, fines, fees, losses, or expenses (including attorneys' fees and costs, cleanup or remediation costs, and fines or penalties) by reason of liability imposed upon LESSOR, arising out of or as a consequence of: (1) the use of the Premises by LESSEE or any subtenant, or any independent contractor, employee or agent retained by LESSEE or any subtenant), which used, stored, handled or allowed to be carried onto the Premises any petroleum or petroleum products, hazardous substances, hazardous materials, hazardous waste, or other above-described contaminant, which has resulted in contamination of the soil or groundwater and which is deemed toxic or hazardous by a qualified environmental engineer or by the Florida Department of Environmental Protection or its successors; (2) the use of the Premises by LESSEE during

the leasehold as a hazardous waste or toxic chemical storage facility or dumpsite, or; (3) the use of the Premises by LESSEE during its term of leasehold, as a garbage dump or landfill. LESSOR shall be solely responsible for all demands, claims, liabilities, fines, fees, losses, or expenses, including attorneys' fees and costs, cleanup or remediation costs; and fines and penalties, by reason of LESSOR'S liability, arising out of or as a consequence of: (i) any use, storage, handling, or release on the Premises of any petroleum or petroleum products, hazardous substances, hazardous materials, hazardous wastes, or other above described contaminant occurring prior to the Commencement Date, (ii) the use of the Premises by LESSOR or any independent contractor, employee or agent retained by LESSOR, which used, stored, handled, or allowed to be carried onto the Premises any petroleum or petroleum products, hazardous substances, hazardous materials, hazardous wastes, or other above described contaminant, which has resulted in contamination of the soil ground water which is deemed toxic or hazardous by a qualified environmental engineer by the Florida Department of Environmental Protection or its successors.

(e) All references to environmental audits and the Phases and levels refer to testing deemed prudent and state-of-the-art at the time of the commencement of the Lease Term. The parties anticipate that there will be both technological advances and federal, state, and local environmental law changes before the end of the Lease Term. Accordingly, the Parties agree that the referenced testing methods and environmental standards shall be modified to reflect testing then deemed prudent and state-of-the-art, at the end of the Lease Term, to comply with the then current, federal, state and local environmental laws, statutes, ordinances, rules and regulations.

(f) All representations, obligations, and warranties of LESSOR and LESSEE contained in this paragraph shall survive termination of the Lease Agreement.

26. SEVERABILITY OF PROVISIONS IF DEEMED INVALID: If any provision, covenant or condition of this Lease Agreement shall be determined to be invalid, unenforceable, void or voidable in whole or in part and the remaining portion of this Lease Agreement, if construed without such portion, would yet provide to each party hereto substantially what was bargained for and intended hereunder, then notwithstanding any such determination, this Lease Agreement shall be enforced to the fullest extent permitted by Florida law.

27. FAA APPROVAL: This Lease Agreement is subject to review and interposition of no objection by the Federal Aviation Administration.

28. FORCE MAJEURE: The terms and conditions of this Lease Agreement (with the exception of the obligation of LESSEE to pay the amounts required by terms of this Lease Agreement) shall be subject to force majeure. Neither the LESSOR nor LESSEE shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike,

lock-out, epidemic, fire, wind, flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof beyond the reasonable control of the party affected. Should one or both of the parties be prevented from fulfilling its contractual obligations by a state of force majeure lasting continuously for a period of six (6) months, the Parties shall consult with each other regarding the future implementation of this Lease Agreement.

29. POSSESSION: LESSEE shall be granted possession of the Premises immediately upon the Execution Date of this Lease Agreement and shall be entitled to full use of the Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease Agreement by all parties.

30. INSPECTION OF PREMISES: For the purpose of inspection, LESSOR hereby reserves the right to enter upon any part of the Premises or any construction thereon upon reasonable prior written notice to LESSEE and during normal hours of business. LESSOR shall not disturb LESSEE'S or any other occupant's use or business operations during such entry.

31. SUBLEASE AND ASSIGNMENT:

LESSEE shall have the right to assign this Lease Agreement to Corporate Eagle Facilities, LLC which has been formed by a principal of Corporate Eagle Management Services, Inc. along with additional outside investors, to develop the facilities for sublease to Corporate Eagle Management Services, Inc. The Assignment shall be effective upon LESSOR'S receipt and acknowledgement of the fully-executed lease assignment between the parties. Notwithstanding the foregoing,

(a) LESSEE shall not assign this Lease Agreement without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. A consent to, or acquiescence in one assignment by LESSOR shall not be deemed a consent to, or acquiescence in any subsequent assignment. Any such assignment without such prior written consent shall constitute a material breach of this Lease Agreement and shall be considered a default by LESSEE subject to the provisions of Paragraph 40 herein. Any such assignment shall be subject to all of the terms and conditions of this Lease Agreement.

(b) LESSEE may assign this Lease Agreement without LESSOR'S consent to: (i) any corporation, limited liability company, partnership or other person or entity (collectively, an "entity") that controls, is controlled by, or is under common control with, LESSEE, or in which LESSEE has an ownership interest; or (ii) any entity resulting from the merger or consolidation with LESSEE or to any entity that acquires all or substantially all of LESSEE'S assets as a going concern of the business that is being conducted on the Premises; provided however, the assignor remains liable under the Lease Agreement and assumes

the obligations of LESSEE under this Lease Agreement.

(c) LESSOR hereby consents and agrees that LESSEE may freely sublet portions of the Premises to subtenants and/or to grant concessions in the Premises to concessionaires and/or to license portions of the Premises to licensees, without the requirement to obtain LESSOR'S consent; provided, however, no such sublease, concession or license shall release LESSEE from its obligations under this Lease Agreement.

32. QUIET ENJOYMENT: LESSOR hereby covenants and agrees that so long as LESSEE is not in default hereunder (subject to applicable notice or cure periods), LESSEE shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of interference or hindrance from LESSOR or anyone claiming by, through or under LESSOR.

33. AIRPORT PROTECTION/RESERVATION OF AIR RIGHTS: 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 real property herein described, 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 the use of said airspace by itself, its licensees, and its permittees for landing on, taking off from, or operating on the adjacent Airport.

LESSEE expressly agrees and covenants for itself, its heirs, successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the above-described real property to such a height as to comply with the applicable Pinellas County Zoning Regulations, Federal Aviation Regulations, 14 CFR Part 77 and the proper orders of the Airport Director made pursuant thereto.

LESSEE further expressly agrees and covenants for himself, his successors and assigns, to prevent any use of the described real property which would or reasonably might interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

34. IMPACT STUDIES: LESSOR agrees that it will assist LESSEE in undertaking any required environmental impact studies or obtaining approvals necessary for the development of the Premises by LESSEE for the purposes set forth in Paragraph 5.

35. CONCURRENT REMEDIES: In addition to the rights, remedies and powers herein granted, LESSOR may exercise concurrently any or all other rights, remedies and powers available to it hereunder.

36. RIGHT TO REGULATE: Nothing in this Lease Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of

Florida, to regulate LESSEE or its operations. Notwithstanding any provision of this Lease Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Development Review Services Department, and the Planning Departments (as may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of LESSEE that the County shall be released and held harmless by LESSEE from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

37. RELATIONSHIP OF PARTIES AND CONTRUCTION OF LEASE: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

38. FISCAL FUNDING: In the event funds are not appropriated by or on behalf of the LESSOR in any succeeding fiscal year for purposes described herein, thus preventing the LESSOR from performing its contractual duties under this Lease Agreement, if any, then LESSEE may either (i) agree to abate the requirement that the LESSOR perform such contractual duties until such time as sufficient funding is budgeted and appropriated in succeeding fiscal years or (ii) perform such contractual duties on LESSOR'S behalf and credit all reasonable costs and expenses incurred in doing so against LESSEE'S annual Base Rent obligations hereunder, provided LESSOR'S failure to perform its contractual duties materially affects LESSEE'S rights under this Lease Agreement.

39. THE PUBLIC ENTITY CRIME ACT: LESSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that LESSEE comply with it in all respects prior to and during the term of this Lease Agreement.

40. DEFAULT: In the event that LESSEE shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against LESSEE, or that LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings; or that a Court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of LESSEE'S assets shall be appointed; or that LESSEE becomes in default in the performance of any covenant, term, or condition on its part to be performed or fulfilled as provided for in this Lease Agreement; then, in any such event, LESSOR shall notify LESSEE in writing of such default, and LESSEE shall

correct such default within thirty (30) days after receipt of such notice in all instances (or such longer time period as may be necessary under the circumstances), except payment of rental money which shall be payable within fifteen (15) days after receipt of such notice from LESSOR. If LESSEE fails to correct any default within said period, then LESSEE shall become immediately a tenant-at-sufferance in accordance with Florida law, and LESSOR may re-enter and retake possession of the Premises, fixtures and buildings, in which event this Lease Agreement shall be terminated; or LESSOR may, at its option, exercise any and all other rights and remedies it may have under the laws of the State of Florida.

The Parties agree and intend that anyone having perfected a security interest in LESSEE'S leasehold interest granted herein in accordance with the provisions of Paragraph 13 hereinabove shall also have the right to correct any defaults in the manner specified herein. The Parties therefore agree that Notices of Default as hereinabove set forth will be sent to any holder of a perfected security interest who has confirmed same in writing to LESSOR prior to LESSOR'S having obtained or received notice of LESSEE'S default pursuant to this paragraph.

41. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

42. WAIVER: No waiver by LESSOR at any time of any of the terms or conditions of the Lease Agreement, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

43. NONWAIVER: Failure of LESSOR to insist upon the strict performance of any of the covenants, conditions, terms, and agreements of this Lease Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, terms, and agreements. LESSEE covenants that no surrender or abandonment of the Premises for the remainder of the Term herein shall be valid unless accepted by LESSOR in writing. LESSOR shall be under no duty to relet the Premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the Premises by LESSEE. Upon LESSEE'S abandonment or surrender or attempted abandonment or attempted surrender of the Premises, LESSOR shall have the right to re-enter and retake possession of the Premises or any part thereof, and such re-entry and retaking of possession shall not constitute an acceptance of LESSEE'S abandonment or surrender thereof.

44. VOLUNTARY TERMINATION AND FORFEITURE: If LESSEE shall notify LESSOR in writing of LESSEE'S desire to surrender and vacate the Premises and terminate this

Lease Agreement, notwithstanding any other provision in this Lease Agreement, and LESSEE is not then in default, LESSOR, by notice in writing transmitted to LESSEE within thirty (30) days after LESSEE'S notice, may, in its sole discretion, declare LESSEE'S interest under this Lease Agreement ended and without further force and effect on a date to be specified by LESSOR, which date shall not be more than three (3) months from the date of LESSEE'S notice. Thereupon, an amount equal to the annual rental for the current year, plus any charges, payments or interest due hereunder, shall become immediately due and payable, and on such termination date LESSOR is authorized to re-enter and repossess the Premises and the buildings, improvements and fixtures therein, either with or without legal process, and LESSEE covenants and agrees to pay all amounts due, and surrender and deliver up the Premises and property peaceably, to said LESSOR on or before the date specified in said notice from LESSOR.

In the event of such voluntary termination, LESSEE shall have no claim whatsoever against LESSOR by reason of improvements made upon or personal property affixed to the Premises, rents paid or from any other cause whatsoever, but LESSEE may remove its manufacturing equipment and trade fixtures.

Until the construction, referred to in Paragraph 7 above, is substantially completed, the provisions of this paragraph shall not be construed so as to divest LESSOR of any right, remedy or power that it may otherwise have under this Lease Agreement. However, after substantial completion of the construction, upon any such request by LESSEE and subsequent termination by LESSOR, then in such event, LESSEE shall forfeit all such improvements and its leasehold interests in accordance with Paragraph 13 above, together with any and all monies on deposit with or due and payable to LESSOR hereunder and the amount due under this paragraph, and the same shall constitute liquidated damages, which shall not be construed as a penalty, but as settlement of all claims by LESSOR against LESSEE.

45. EXCLUSIVE RIGHTS: "Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another Tenant or other Tenants on other parts of the airport."

46. SURRENDER AND END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease Agreement, LESSEE agrees to surrender and yield possession of the demised Premises to LESSOR, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition, as LESSEE is not required to restore or remedy under other terms and conditions of this Lease Agreement.

47. NOTICES: Whenever notification or notice is required hereunder, such notice(s) shall be sufficient if given by certified mail, return receipt requested, to the addresses as follows

or such address as LESSOR and LESSEE shall hereafter designate in writing. Notice hereunder shall be effective when received.

LESSOR: Pinellas County Board of County Commissioners  
St. Petersburg-Clearwater International Airport  
Office of the Airport Director  
14700 Terminal Boulevard, Suite 221  
Clearwater, FL 33762

LESSEE: Corporate Eagle Management Services, Inc.  
6320 Highland Rd.  
Waterford, MI 48327

with copy to: Corporate Eagle Facilities, LLC  
6320 Highland Rd.  
Waterford, MI 48327

48. TIME IS OF THE ESSENCE: Time shall be of the essence regarding this Lease Agreement.

49. GOVERNING LAW: This Lease Agreement shall become valid when executed and accepted by COUNTY on the Lease Execution Date as set forth herein. This Lease Agreement shall be construed according to the law of the State of Florida, and any legal action sought by either party hereto in connection with this Lease Agreement shall be brought in the state courts of the State of Florida. Venue for any action brought pursuant to this Lease Agreement shall be in Pinellas County, Florida.

50. PROPERTY RIGHTS RESERVED: "This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner 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 Airport Owner, 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 Airport Owner pertaining to the St. Petersburg-Clearwater International Airport."

51. INTERPRETATION OF LEASE AGREEMENT: This Lease Agreement is the result of negotiation between the Parties hereto and has been typed or printed by one party for the convenience of both parties, and the Parties covenant that this Lease Agreement shall not, for that reason alone, be construed in favor of or against any of the Parties hereto. As used in this Lease Agreement, the term "Execution Date" shall mean the date that the last of

LESSOR and LESSEE has fully executed this Lease Agreement.

52. LIMITATION OF LIABILITY: Notwithstanding any other provisions in this Lease Agreement, neither party shall be liable to the other party for any special, consequential, incidental or punitive damages. LESSOR agrees to look solely to LESSEE'S interest in the Premises and the improvements constructed thereon for recovery of any judgment against LESSEE, its being agreed that LESSEE (and its directors, officers, employees or partners) shall never be personally liable for any judgment or deficiency decree against LESSEE and that none of LESSEE'S assets, except the Premises and the improvements constructed thereon, shall ever be subject to any judgment or deficiency decree against LESSEE.

53. FUEL FACILITIES: LESSEE is hereby approved to have on-site fuel dispensing facilities. LESSEE is to provide preliminary construction drawings of the proposed fuel storage and dispensing improvements. LESSEE shall construct and maintain its own fuel facilities at its own expense, and shall conduct self-fueling operations in compliance with all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, whether currently in effect or enacted hereafter. Only above ground fuel tanks shall be allowed. Location of fuel facilities on the Premises will be determined by the Airport.

LESSEE is hereby approved for aircraft refueller truck operations at the Premises by LESSEE and by Corporate Eagle Management Services, Inc., as sublessee, including, but not limited to, storage and use of fuel and the refueling of aircraft at the Premises and related activities. LESSEE may purchase fuel from any source, on or off the Airport, for delivery to the Premises.

LESSEE may be required at the sole discretion of the Airport to enter into an Airport Fueling Agreement which provides for, among other things, current safety, operational and maintenance requirements for fueling; payment of fuel flowage fees; inspection of fuel facilities; training and testing of fueling personnel; and current FAA procedures for aircraft fueling operations. The Airport Fueling Agreement may be subject to an administrative fee established by the Airport. LESSEE shall be required to obtain and maintain coverage and policy limits as determined by the County's Risk Management Department.

54. NOISE ABATEMENT PROCEDURES: LESSEE acknowledges that the St. Petersburg-Clearwater International Airport has set in place a number of voluntary noise mitigation measures that are outlined on the attached Exhibit "D" (Voluntary Noise Abatement and Mitigation Program) that may be amended from time to time. Airport requests LESSEE to make its best faith effort on a purely voluntary basis, to become acquainted with, and to abide by the noise abatement and mitigation measures.


55. MEMORANDUM OF LEASE: A memorandum of this Lease Agreement, in the form

attached hereto as Exhibit "E", shall be executed by LESSOR and LESSEE contemporaneously with the execution of this Lease Agreement and shall be filed of record.

56. ENTIRE LEASE AGREEMENT: This Lease Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings of the parties hereto and no previous statement or representation not contained herein shall be binding on any party hereto. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon LESSOR.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement with Renewal Options to be executed on the day and year first above written.

ATTEST:  
KEN BURKE,  
CLERK OF THE CIRCUIT COURT

By:   
Deputy Clerk

(Seal)  
ATTEST:

By: 

(Seal)

APPROVED AS TO FORM:

By: 

Senior Assistant County Attorney

LESSOR:  
PINELLAS COUNTY, FLORIDA,  
and through its Board of County  
Commissioners

By: 

Chairman

LESSEE:  
Corporate Eagle Management Services,  
Inc.

By: 

President and CEO

APPROVED AS TO CONTENT:

By: [Signature]  
Airport Director

**CORPORATE ACKNOWLEDGEMENT**

*Corporate Eagle Management Services, Inc.*

STATE OF Michigan  
COUNTY OF Oakland

Before me, personally appeared, Richard M. Nini to me well known and known to me to be the individual described in and who executed the foregoing instrument as President and CEO of the above named corporation, and severally acknowledged to and before me executed such instrument as such President and CEO, of said Corporation, ~~and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.~~

Witness my hand and seal this 19<sup>th</sup> day of September, 2007.

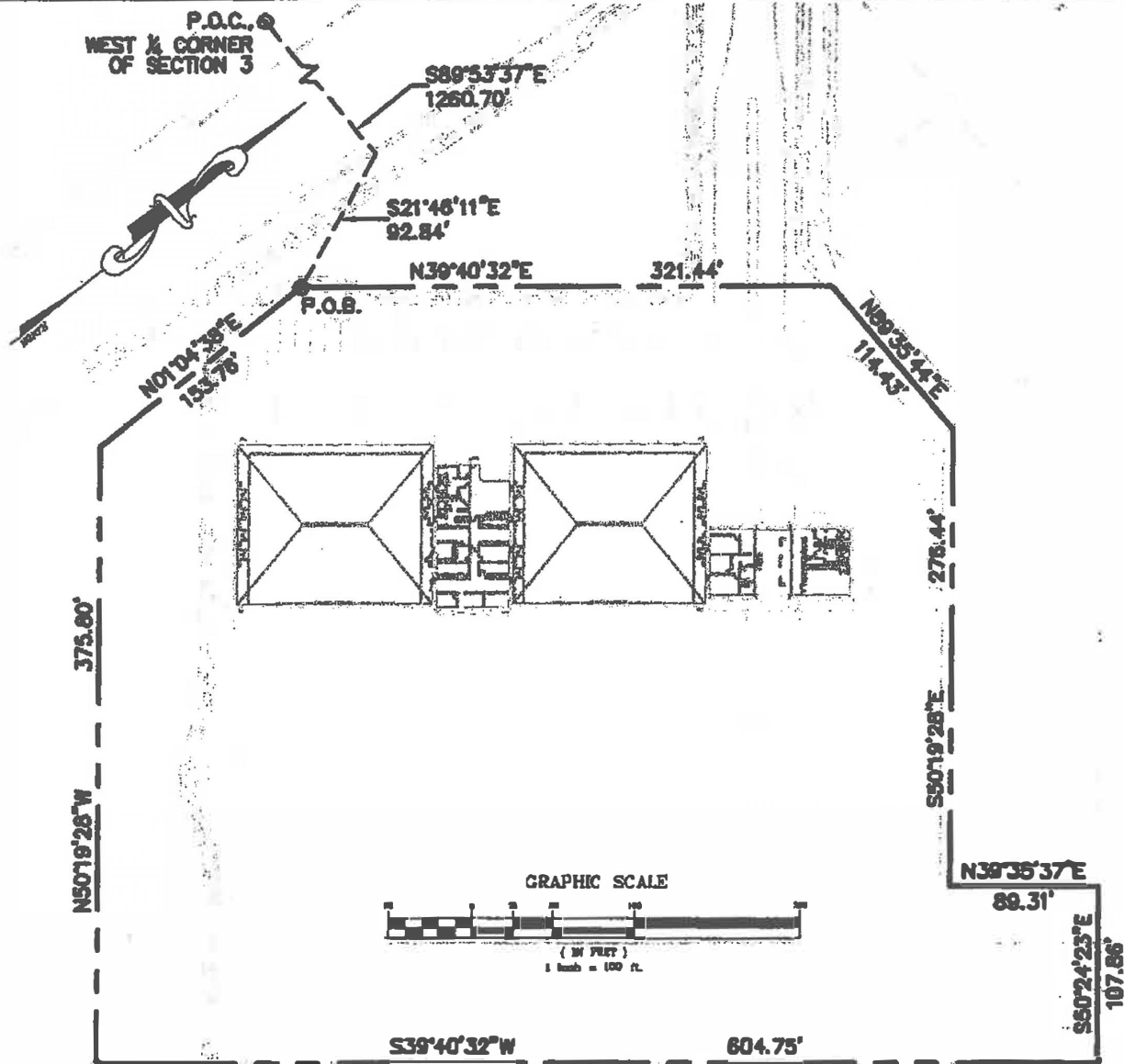
Notary Public

[Signature]

MY COMMISSION EXPIRES:

JILL A. COUTURE  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 2, 2013  
Acting in the County of Oakland





### Corporate Eagle Facilities Lease Area Legal Description

A parcel of land located in the West 1/4 of Section 3, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 3, run S89°53'37"E along the East-West centerline of said Section 3, for a distance of 1260.70 feet; thence S21°46'11"E, a distance of 92.84 feet to the **Point of Beginning**; thence N39°40'32"E, a distance of 321.44 feet; thence N89°35'44"E, a distance of 114.43 feet; thence S50°19'28"E, a distance of 276.44 feet; thence N39°35'37"E, a distance of 89.31 feet; thence S50°24'23"E, a distance of 107.86 feet; thence S39°40'32"W, a distance of 604.75 feet; thence N50°19'28"W, a distance of 375.80 feet; thence N01°04'38"E, a distance of 153.76 feet to the **Point of Beginning**.

Containing 243,721 sq. ft. (5.595 acres m.o.l.)

**LMA**  
London, Moran & Associates, Inc.  
CIVIL & ENVIRONMENTAL ENGINEERS  
PLANNERS - SURVEYORS  
31822 U.S. 18 NORTH Palm Harbor, Florida 34684  
Phone: (727) 789-5010 FAX: (727) 787-4394  
Toll Free: 1-800-262-7900

### CORPORATE EAGLE FACILITIES AT ST. PETERSBURG/CLEARWATER AIRPORT

CORPORATE EAGLE FACILITIES, LLC  
8320 HIGHLAND ROAD  
WATERFORD, MI 48327

Design:	JCL	Scale:	1"=100'	<b>EXHIBIT A</b>
Drawn:	RFA	Date:	09-25-07	
Checked:	JCL	Job No.:	559-01	
WWW.LMAENGR.COM				

## EXHIBIT "B"

### SITE DEVELOPMENT OBLIGATIONS OF LANDLORD AND TENANT

Pinellas County (COUNTY) as "Landlord" hereby instructs Tenant to coordinate on Landlord's behalf the following Site Development Work (as outlined with the associated cost below) on and off the Leasehold Premises pursuant to Exhibit "C" (Preliminary Site Plan) of the Standard Ground Lease Agreement with Renewal Options, as outlined and set forth hereto and made a part hereof.

<u>Site Development Work</u>	<u>Total Cost</u>	<u>Rent Offset</u>
Interior Security Access Road	\$30,000	\$30,000
Relocation of Security Gate	\$17,000	\$17,000
Taxiway Improvements	\$98,000	\$65,268
Sanitary Sewer Improvements	\$45,000	\$29,970
Drainage Improvements		
A. Additional Airport Retention Facility	\$50,000	\$50,000
B. Offsite FDOT required Improvements	\$50,000	\$50,000
C. Ditch Cleaning	\$30,000	\$30,000
Total Estimated Rent Offset Amount		\$272,238

The design and construction cost of the site development work will be the responsibility of the Tenant and will be subject to a reimbursement with rent credits by Landlord as itemized above. The parties acknowledge that despite reasonable and diligent inquiry, it is possible that the actual cost for the site development work may be greater than the estimated cost. If the actual cost to complete the site development work exceeds the estimated cost, Tenant shall notify Landlord in writing as soon as such determination can be reasonably made or estimated and the parties herein agree to immediately enter into good faith negotiations to resolve the issue.

The reimbursable site development work by Tenant shall be constructed in substantial conformance with the approved Development Site Plan prepared by

engineering consultants employed by the Tenant. Except for the FAA Approvals and permits required for widening the taxiway, Tenant shall be solely responsible for the application and obtaining of, as well as all costs related to same, all governmental approvals and permits as required for all work to be performed by the Tenant. The St. Petersburg-Clearwater International Airport (Airport) shall review and approve all plans and construction costs eligible for rent offset prior to permitting and construction. The Landlord in its sole discretion, upon prior written notice to Tenant and prior to Landlord's approval of Tenant's contract with a contractor for construction of the Site Development Work at issue, may construct any portion or all of the above Site Development Work at its own cost and expense.

In order for Tenant to receive rent off-set, Tenant shall submit to Landlord a written schedule summarizing all costs expended for said site improvements. Pursuant to this schedule of proposed off-set against rent due under the Lease (the "Off-set Request"), said Off-set Request shall be accompanied by invoices, bills or statements from said contractor(s) and/or subcontractor(s); together with lien waivers by all applicable contractor(s) and/or subcontractor(s); and such other documentary evidence as may be related to the said site development work.

Landlord shall review and approve, or object to said Off-set Request within ten (10) business days of receipt of the forgoing. If no response is received from Landlord within ten (10) business days of receipt, the Off-set Request shall be deemed approved. Upon receipt of approval from Landlord, or the passing of the ten (10) days, Tenant(s) shall be entitled to begin applying the credits set forth in the Off-set Request against rent due under the Lease, until all rent credits are satisfied by Tenant.

DAY NORTH

## GRAPHIC BECAUSE

— 11 —

**CONTRACTS SIGNED WITH INDUSTRY FIRM WITH  
AFTER-THOUGHT**

**PAWELLS COUNTY, FLORIDA  
SECTION 03, TOWNSHIP 30 SOUTH, RANGE 18 EAST**

# SITE PLAN

**3**

**OF 10**

**工部局工程**

**LMA**  
Leading, Strong & Growing, Inc.  
CIVIL & Structural, Inc. Structural  
Planning & Consulting  
Joint U.S. & Canada Firm  
Phone (202) 462-5000, Fax (202) 462-5001

**CORPORATE EAGLE FACILITIES**  
AT ST. PETERSBURG-CLEARWATER AIRPORT  
**CORPORATE EAGLE FACILITIES, LLC**  
8000 WEST AVENUE ROAD  
TAMPA, FL 33617

Design	2.5	Score	1.5
Open	1.5	Time	12-00-0
Change	1.5	Job No.	500-

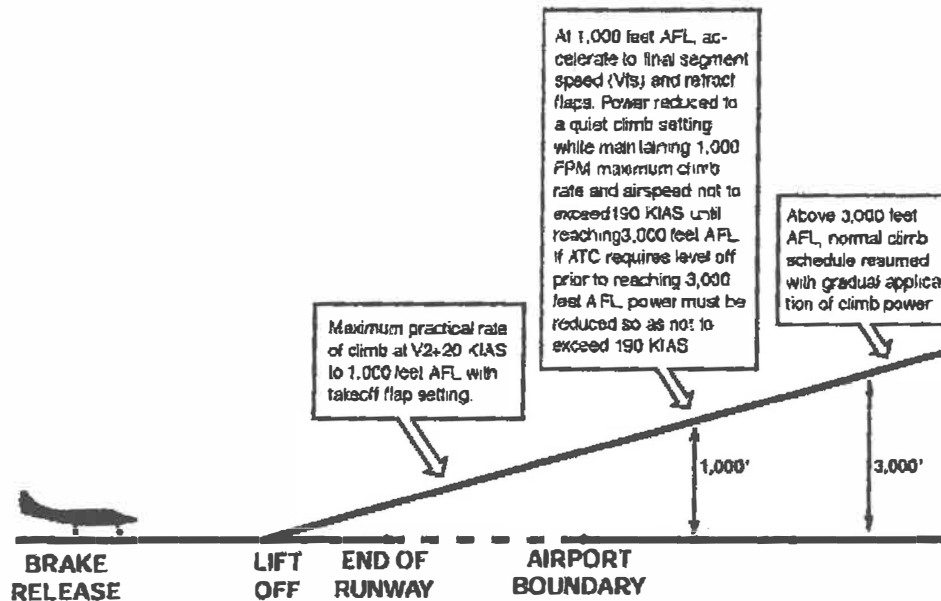
Log from 1-800-855-7000  
Web: [www.123cad.com](http://www.123cad.com)

**FOR REVIEW ONLY**

**Exhibit "D"**  
**St. Petersburg-Clearwater International Airport**  
**Aircraft Noise Abatement Procedures**  
**For Corporate/General Aviation Users**

- A. Aircraft not meeting Federal Aviation Regulation Part 36, Noise Emission Standards, are prohibited from landing or taking off at the St. Petersburg-Clearwater International Airport (PIE), notwithstanding any waivers or exemptions the Federal Aviation Administration may grant operators requesting same.
- B. Voluntary Quiet Window (VQW):
- (a) The airport requests aircraft operators refrain from flying during the VQW, which is between 2300L-0600L daily, unless operationally necessary.
    - i. Examples of operationally necessary activities could be:
      - 1. Air Ambulance Flights
      - 2. Search and Rescue Flights
      - 3. Law Enforcement or DHS Flights
      - 4. Unscheduled delays due to weather or air traffic
    - ii. Surrounding Communities are especially concerned with the following activities during the VQW:
      - 1. Flight training
      - 2. Stage 2 jet departures or arrivals
      - 3. Helicopter operations at low altitude or that hover or circle an area for a long period of time
  - (b) The airport also requests that aircraft operators conduct turbojet and turboprop engine run-ups for routine maintenance purposes outside of the VQW.
  - (c) The VQW is not a mandatory curfew, but participation is encouraged and compliance is tracked.
  - (d) Regular disregard by an aircraft operator of the VQW may be reported to the Pinellas County Aircraft Noise Abatement Task Force and made public in the semiannual report to the Pinellas County Board of County Commissioners.
- C. Fly Friendly Procedures:
- (a) Pilots are encouraged to use the noise abatement procedures indicated in their aircraft's Pilot Operating Handbook or the NBAA Noise Abatement Program (Appendix "A").
  - (b) Please consider conducting repetitive training operations, such as "touch-and-goes," at more rural airports.
  - (c) Follow Air Traffic Control (ATC) instructions and follow safe operating procedures at all times. Under no circumstances should noise-abatement procedures compromise aircraft safety or ATC instructions.

**Appendix "A"**  
**NBAA Noise Abatement Procedures**  
**NBAA Standard Departure Procedure**

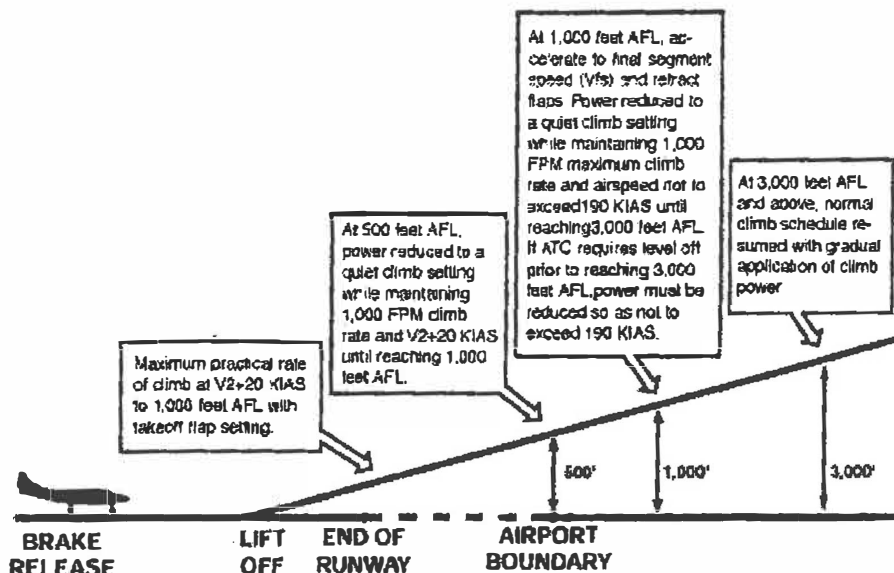


1. Climb at maximum practical rate at V2+20 Knots indicated airspeed (KIAS) to 1,000 feet above field level (AFL) with takeoff flap setting.
2. At 1,000 feet AFL, accelerate to final segment speed (Vfs) and retract flaps. Reduce to a quiet climb power setting while maintaining 1,000 FPM maximum climb rate and airspeed not to exceed 190 KIAS until reaching 3,000 feet AFL. If ATC requires level off prior to reaching 3,000 feet AFL, power must be reduced so as not to exceed 190 KIAS until at or above 3,000 feet AFL. (See note below).
3. At 3,000 feet AFL and above, resume normal climb schedule with gradual application of climb power.
4. Observe all airspeed limitations and ATC instructions.

**NOTE:** It is recognized that aircraft performance will differ with aircraft type and takeoff conditions; therefore, the business aircraft operator must have the latitude to determine whether takeoff thrust should be reduced prior to, during, or after flap retraction.

The NBAA Standard departure procedure intended for departure track with communities 4+ miles from departure end of runway.

### NBAA Close-In Departure Procedure

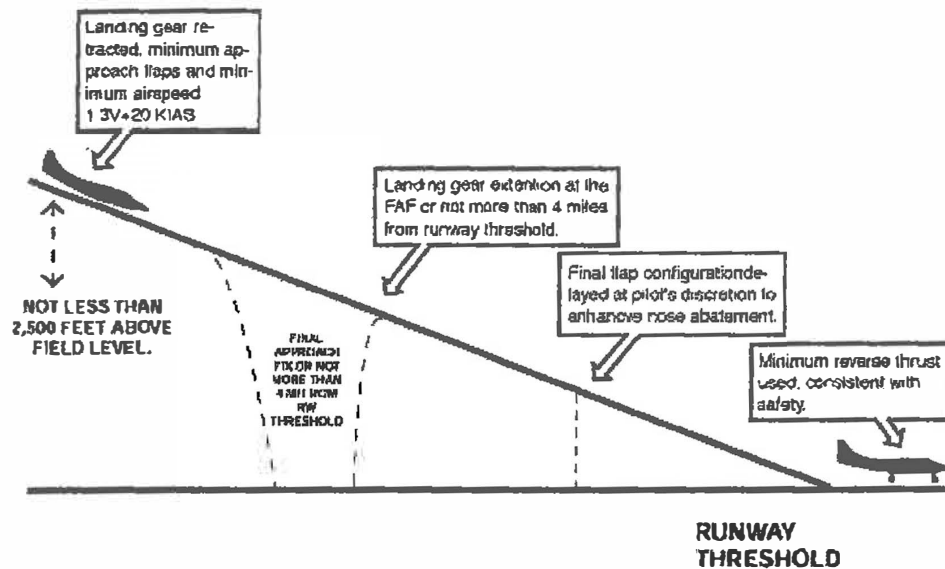


1. Climb at maximum practical rate at V<sub>2</sub>+20 KIAS to 500 feet AFL with takeoff flap setting.
2. At 500 feet AFL, reduce to a quiet climb power setting while maintaining 1,000 FPM maximum climb rate and V<sub>2</sub>+20 KIAS until reaching 1,000 feet AFL.
3. At 1,000 feet AFL, accelerate to final segment speed (V<sub>fs</sub>) and retract flaps. Maintain quiet climb power, 1,000 FPM climb rate and airspeed not to exceed 190 KIAS until reaching 3,000 feet AFL. If ATC requires level off prior to reaching 3,000 feet AFL, power must be reduced so as not to exceed 190 KIAS. (See note below).
4. At 3,000 feet AFL and above, resume normal climb schedule with gradual application of climb power.
5. Observe all airspeed limitations and ATC instructions.

**NOTE:** It is recognized that aircraft performance will differ with aircraft type and takeoff conditions; therefore, the business aircraft operator must have the latitude to determine whether takeoff thrust should be reduced prior to, during, or after flap retraction. Also, aircraft in excess of 75,000 lbs. GTOW operating under FAR, Part 121, Part 125, or Part 135 may not be permitted to comply with this procedure.

The NBAA Close-In Departure procedure intended for departure track with communities 0-4 miles from departure end of runway.

## NBAA Approach and Landing Procedure VFR & IFR



1. Inbound flight path should not require more than a 20 degree bank angle to follow noise abatement track.
2. Observe all airspeed limitations and ATC instructions.
3. Initial inbound altitude for noise abatement areas will be a descending path from 2,500 feet AGL or higher. Maintain minimum airspeed ( $1.3V + 20$  KIAS) with gear retracted and minimum approach flap setting.
4. At the final approach fix (FAF) or not more than 4 miles from runway threshold, extend landing gear. Final landing flap configuration should be delayed at pilot's discretion to enhance noise abatement.
5. During landing, use minimum reverse thrust consistent with safety for runway conditions and available length.

This instrument prepared by and  
after recording return to:

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2007363646 11/14/2007 at 09:49 AM  
OFF REC BK: 16052 PG: 459-463  
DocType:NOTICE

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 8 day of November 2007 by and between PINELLAS COUNTY (COUNTY), a political subdivision of the State of Florida, hereinafter referred to as "LESSOR," and CORPORATE EAGLE MANAGEMENT SERVICES, INC. formerly known as TRADEWINDS AVIATION, INC., hereinafter referred to as "LESSEE."

A. LESSOR and LESSEE entered into that certain Ground Lease dated as of the 8 day of November, 2007 (the "Lease Agreement"), granting to LESSEE an exclusive leasehold interest in that certain real property more particularly described on Exhibit "A" attached hereto (the "Property").

B. The Lease Agreement provides that a memorandum of lease shall be placed of record in the Public Records of Pinellas County, Florida.

**NOW THEREFORE**, for and in exchange of good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as though fully set forth below.

2. Notice of Lease. LESSOR and LESSEE hereby provide notice of the existence of the Lease Agreement. The Lease Agreement and LESSEE'S leasehold interest in the Property, unless further extended, shall expire twenty (20) calendar years from the date of execution of the Lease Agreement. LESSEE has up to two (2) successive additional periods of ten (10) years each to extend the term of the Lease Agreement.

3. The Lease Agreement prohibits LESSEE from creating or permitting any lien to exist against the Premises for any work or improvements undertaken by or at the request of LESSEE or for any materials furnished to LESSEE. Specifically, the Lease Agreement contains the following covenant:

"INTEREST OF LESSOR NOT SUBJECT TO LIENS: The ownership interest of LESSOR in the Premises shall not be subject to liens for improvements or construction made by LESSEE to or on the Premises. LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LESSOR in the Premises herein leased. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, must be notified by LESSEE and are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease Agreement."

This provision is set forth pursuant to and in compliance with Chapter 713.01, Florida Statutes.

4. Notices. Whenever notification or notice is required hereunder, such notice(s) shall be sufficient if given by certified mail, return receipt requested, to the addresses as follows or such address as LESSOR, LESSEE, or guarantors shall hereafter designate in writing. Notice hereunder shall be effective when received.

LESSOR: Pinellas County Board of County Commissioners  
St. Petersburg-Clearwater International Airport  
Office of the Airport Director  
14700 Terminal Boulevard, Suite 221  
Clearwater, FL 33762

LESSEE: Corporate Eagle Management Services, Inc.  
6320 Highland Rd.  
Waterford, MI 48327

with copy to: Corporate Eagle Facilities, LLC  
6320 Highland Rd.  
Waterford, MI 48327

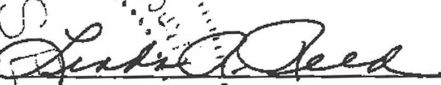
5. Limitations. This Memorandum of Lease shall not in any way expand, limit or modify the terms of the Lease Agreement. The terms of the Lease Agreement as set forth therein shall control in all respects.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum of Lease to be executed on the day and year first above written.

ATTEST:  
KEN BURKE,  
CLERK OF THE CIRCUIT COURT


LESSOR:  
PINELLAS COUNTY, FLORIDA,  
and through its Board of County  
Commissioners

By:   
Deputy Clerk

By:   
Chairman

ATTEST:

LESSEE:  
CORPORATE EAGLE MANAGEMENT  
SERVICES, INC.

By:   
(Seal)

By:   
Its: President and CEO

APPROVED AS TO FORM:

By:   
Senior Assistant County Attorney

APPROVED AS TO CONTENT:

By:   
Airport Director

**CORPORATE ACKNOWLEDGEMENT**  
*Corporate Eagle Management Services, Inc.*

STATE OF Michigan

COUNTY OF Oakland

Before me, personally appeared, Richard M. Nini to me well known and known to me to be the individual described in and who executed the foregoing instrument as President and CEO of the above named corporation, and severally acknowledged to and before me executed such instrument as such President and CEO, of said corporation, ~~and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority,~~ and that said instrument is the free act and deed of said corporation.

Witness my hand and seal this 19<sup>th</sup> day of September, 2007.

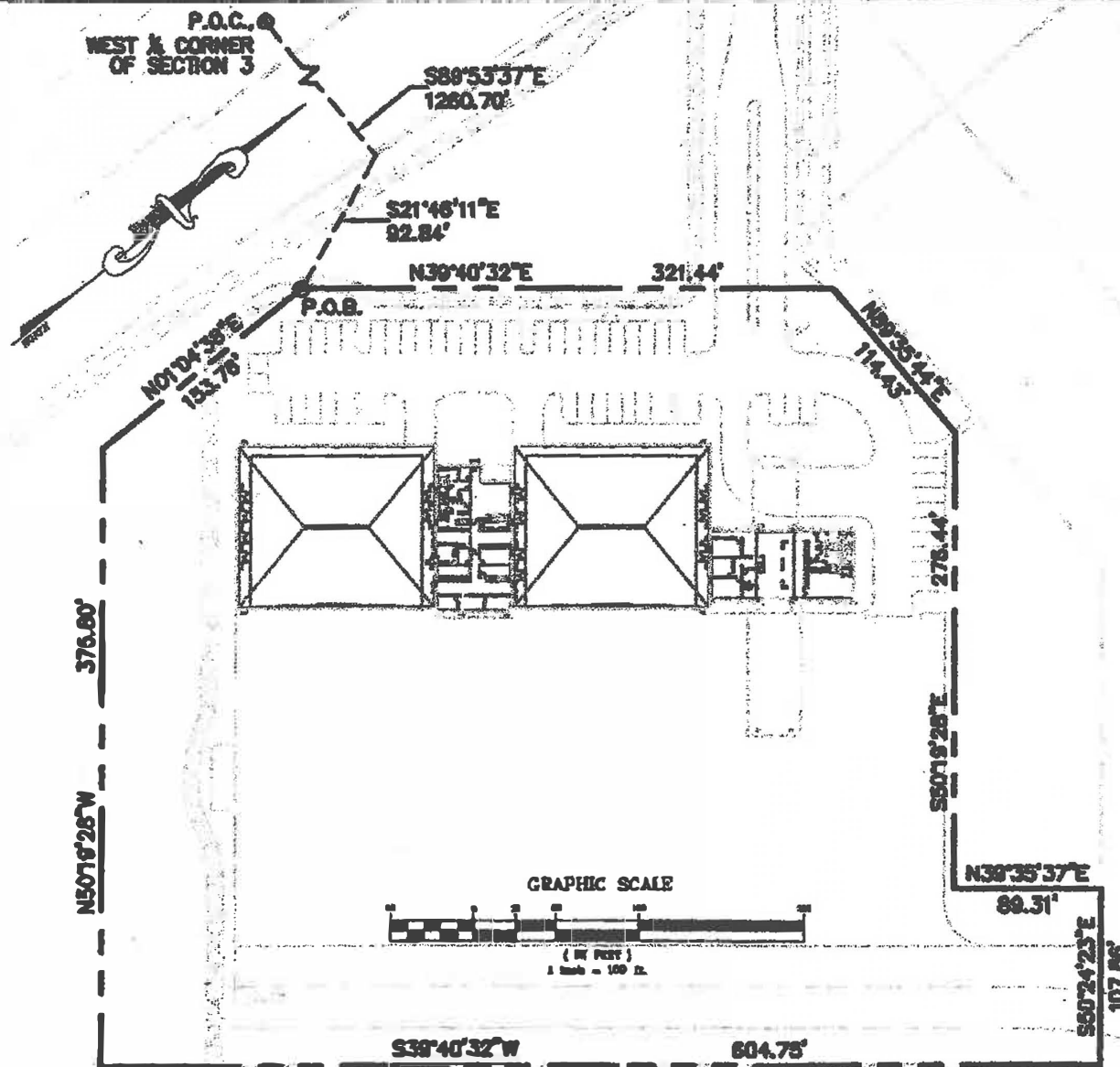
Notary Public

Jill A. Couture



MY COMMISSION EXPIRES:

JILL A. COUTURE  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 2, 2013  
Acting in the County of Oakland



### Corporate Eagle Facilities Lease Area Legal Description

A parcel of land located in the West 1/4 of Section 3, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 3, run S89°53'37"E along the East-West centerline of said Section 3, for a distance of 1260.70 feet; thence S21°46'11"E, a distance of 92.84 feet to the **Point of Beginning**; thence N39°40'32"E, a distance of 321.44 feet; thence N89°35'44"E, a distance of 114.43 feet; thence S50°19'28"E, a distance of 276.44 feet; thence N39°35'37"E, a distance of 89.31 feet; thence S50°24'23"E, a distance of 107.86 feet; thence S39°40'32"W, a distance of 604.75 feet; thence N50°19'28"W, a distance of 375.80 feet; thence N01°04'38"E, a distance of 153.76 feet to the **Point of Beginning**.

Containing 243,721 sq. ft. (5.595 acres m.o.l.)

**LMA**  
London, Moran & Associates, Inc.  
CIVIL & ENVIRONMENTAL ENGINEERS  
PLANNERS - SURVEYORS  
31822 U.S. 19 NORTH, Palm Harbor, Florida 34684  
Phone: (727)788-5010 FAX: (727)787-4384  
Toll Free: 1-800-202-7590

### CORPORATE EAGLE FACILITIES AT ST. PETERSBURG/CLEARWATER AIRPORT

CORPORATE EAGLE FACILITIES, LLC  
6320 HIGHLAND ROAD  
WATERFORD, MI 48327

Design:	JCL	Scale:	1"=100'
Drawn:	RFA	Date:	09-25-07
Checked:	JCL	Job No.:	559-01
WWW.LMAENGR.COM			

EXHIBIT

**A**

**FIRST AMENDMENT TO STANDARD LEASE AGREEMENT**  
**WITH RENEWAL OPTIONS**

**THIS FIRST AMENDMENT TO STANDARD LEASE AGREEMENT WITH RENEWAL OPTIONS**, made and entered into this 20 day of October, 2010, by PINELLAS COUNTY, ("LESSOR") a political subdivision of the State of Florida and Corporate Eagle Management Services, Inc., a Michigan corporation, hereinafter referred to as ("LESSEE");

**WITNESSETH:**

**WHEREAS**, LESSEE, entered into a Standard Ground Lease Agreement with Renewal Options with LESSOR dated November 8, 2007, hereinafter referred to as the "Lease Agreement"; and

**WHEREAS**, the Lease Agreement is contingent upon LESSEE obtaining all necessary building permits, FAA lease approvals, and suitable project financing per the time requirements as stipulated in the Lease Agreement; and

**WHEREAS**, the Lease Agreement requires LESSEE to construct LESSOR'S site improvements that include stormwater, taxiway, road access, and sewer improvements. LESSOR'S total site improvement obligations are estimated to cost approximately \$273,000. LESSOR has agreed to reimburse LESSEE for construction of LESSOR'S site improvements with future rent credits; and

**WHEREAS**, LESSEE has satisfactorily completed all site investigations, site planning, building design, and has received Federal Aviation Administration (FAA) approvals, Florida Department of Transportation (FDOT) access permit, Southwest Florida Water Management District (SWFMD) stormwater permit, City of Largo sewer permit, and Pinellas County building permits. Permits and approvals include the design and construction permitting of LESSOR site improvements; and

**WHEREAS**, due to the current global economic recession and related tight credit market, LESSEE'S original lender notified LESSEE that they are currently unable to fund the project at their previous commitment. LESSEE now requires an extension of the Inspection Period for the purpose of obtaining a new loan commitment for the project's construction and permanent financing; and

**WHEREAS**, Federal Grant funding may be available to LESSOR for construction of LESSOR'S site improvements. Obtaining federal grant funding will reduce LESSEE'S construction cost and amount of bank financing required by LESSEE to fully develop

the site. The County's rent credit obligation to LESSEE and reimbursement period for site improvements would also be reduced; and

**WHEREAS**, subject to LESSEE obtaining construction and permanent financing, all other existing Lease Agreement contingencies have been satisfied by LESSEE; and

**WHEREAS**, the COUNTY, in consideration of the current economic environment, the future economical viability of the project, the potential lease revenue to the Airport, and both LESSOR'S and LESSEE'S investment of time and money to date, finds that it is in the best interest of both parties to extend LESSEE'S Inspection Period and Rent Commencement Date to accommodate the additional time required by LESSEE to obtain project financing and LESSOR to make application to obtain federal grant funding for site infrastructure improvements; and

**WHEREAS**, the parties now desire to amend certain terms of said Lease Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and undertakings contained herein, Corporate Eagle Management Services, Inc. and Pinellas County, hereinafter referred to as "the Parties" hereto covenant and agree to amend the Lease Agreement as follows:

**ANNUAL RENT AND METHOD OF PAYMENT:** Paragraph 3 (b) of the Lease Agreement is hereby amended to extend the Rent Commencement Date to the sooner of LESSEE'S completion of the improvements (herein referred to as the "Date of Beneficial Occupancy"), or, should LESSOR construct its site infrastructure improvements with federal grant funds, nine (9) months after LESSOR'S substantial completion of site infrastructure improvements and delivery of site to LESSEE. Substantial completion shall mean that point of completion at which LESSEE has uninterrupted and paved access to the site with all utilities and stormwater improvements in place.

**OBLIGATIONS OF IMPROVEMENTS BY LESSEE:** Paragraph 7 of the Lease Agreement is hereby amended to extend LESSEE'S commencement of construction of LESSEE'S Improvements until such time as required for LESSOR to make application for federal grant funding and receive approval of grant funding for site access improvements as outlined in Exhibit "B" of the Lease Agreement and to deliver the site to LESSEE with LESSOR'S site improvements substantially completed. Should LESSOR not obtain federal funding for site improvements, within a reasonable time as determined by LESSOR at its sole discretion LESSOR shall notify LESSEE that federal grant funding is not available ("Notice of No Federal Funding") and LESSEE shall resume the obligation of constructing LESSOR'S site improvements as outlined in Paragraph 7 of the Lease Agreement and LESSOR shall resume its obligation to reimburse LESSEE for constructing LESSOR'S site improvements as outlined in

Paragraph 3 (f), and LESSEE'S commencement of construction shall be extended to the date that is 365 days after the date of the Notice of No Federal Funding.

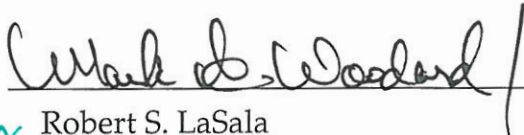

LESSEE'S INSPECTION PERIOD: Paragraph 9 of the Lease Agreement is hereby amended to extend the expiration of LESSEE'S Inspection Period until such time that LESSOR site improvements are substantially completed if constructed by LESSOR with federal grant funds or if LESSOR does not obtain federal grant funds to complete LESSOR'S site improvements, then the Inspection Period shall be extended to that date that is 365 days from the date of the Notice of No Federal Funding. The LESSEE'S Inspection Period extension is for the sole purpose of allowing LESSEE additional time required to obtain construction and permanent project financing. As of the date hereof, LESSEE waives all other Lease Agreement contingency.

OTHER: All other provisions of the Lease Agreement between the Parties dated November 8, 2007 shall remain in full force and effect.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to the Standard Ground Lease Agreement with Renewal Options to be executed as of the day and year first above written.

PINELLAS COUNTY, FLORIDA

By:   
 Robert S. LaSala  
County Administrator

CORPORATE EAGLE MANAGEMENT SERVICES, INC.

By:   
Richard M. Nini  
President

APPROVED AS TO FORM:

By:   
Senior Assistant County Attorney

APPROVED AS TO CONTENT:

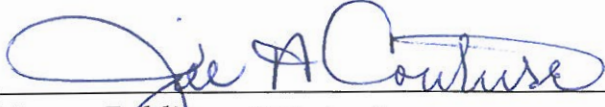
By:   
Noah Lagos, A.A.E.  
Airport Director

**CORPORATE ACKNOWLEDGMENT**  
*Corporate Eagle Management Services, Inc.*

STATE OF Michigan                    )  
                                                  ) ss.  
COUNTY OF Oakland                )

BEFORE ME personally appeared Richard M. Nini, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation, and acknowledged to and before me that he executed such instrument, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27th day of September, 2010.

  
\_\_\_\_\_  
Notary Public   Jill A. Couture

JILL A. COUTURE  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 2, 2013  
Acting in the County of Oakland

My Commission Expires: April 2, 2013

## CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This **Consent to Assignment and Assumption of Lease Agreement** ("Consent"), effective this 27 day of August, 2014 ("Effective Date"), by PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as ("Owner").

By executing this Consent below, Owner hereby consent to that certain Assignment and Assumption of Lease Agreement ("Assignment") by and between Corporate Eagle Management Services, Inc. ("Assignor") and Brookline Development Company, LLC ("Assignee"), effective as of the Effective Date of said Assignment, with respect to the leasing of certain real property ("Premises") as set forth in the Assignment.

By executing below, Owner hereby:

- A. Confirms its obligations under the Standard Ground Lease Agreement with Renewal Options ("Lease") effective as of November 8, 2007, and that certain First Amendment to Standard Ground Lease with Renewal Options ("First Amendment") dated October 20, 2010;
- B. Represents and warrants to the Assignor and Assignee the following:
  - i. Owner is a political subdivision of the State of Florida and Owner is authorized to enter into this Agreement for the limited purposes set forth herein; the execution and delivery of this Consent has been duly authorized by all necessary action on the part of the Owner and the individual executing this Consent on Owner's behalf is authorized to do so.
  - ii. Owner has not entered into any Agreements with any other parties affecting the Premises that have not been disclosed in writing to Assignee.
  - iii. Owner has not received written notice of a) any litigation or administrative proceeding with respect to the Premises; b) any violations of any applicable governmental laws, codes, rules, or regulations with respect to the Premises.
  - iv. Assignor is not in default under the Lease. Assignor is current with all rent payments pursuant to the Lease. The Lease is in full force and effect. The Lease has not been modified, amended (except as referenced in the Assignment) or terminated. Owner has no claims, offsets, or defenses against Assignor under the Lease.

**(The remainder of this page is left intentionally blank; Signature page to follow)**

IN WITNESS WHEREOF, Owner has caused this Consent to be executed and effective as of the day and year first written above.

**Witnesses:**

By: Della King  
Printed Name: Della King

By: Cheryl DeCon  
Printed Name: Cheryl DeCon

**OWNER:**

**PINELLAS COUNTY, FLORIDA**

By: Mark S. Woodard  
Mark S. Woodard, ~~Interior~~ County Administrator

**APPROVED AS TO FORM:**

By: MZas  
Senior Assistant County Attorney

**APPROVED AS TO CONTENT:**

By: Noah Lagos  
Noah Lagos, A.A.E., Airport Director

**CORPORATE ACKNOWLEDGMENT**

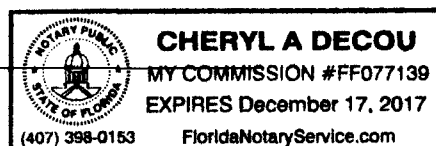
STATE OF Florida )  
COUNTY OF Pinellas ) §

BEFORE ME personally appeared Mark S. Woodard, to me well known and known to me to be the individual described in and who executed the foregoing instrument as County Administrator of the above-named entity, and severally acknowledged to and before me that they executed such instrument as such of said entity, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27 day of August, 2014.

Cheryl A DeCon  
Notary Public

My Commission Expires:



(Seal)