

HANGAR LAND LEASE AGREEMENT

THIS HANGAR LAND LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2021 by and between the **City of Lake Wales, Florida** (hereinafter referred to as "Lessor"), City Administration Building, 201 Central Avenue West, Lake Wales, Florida 33853-1320 and **Jump Florida Skydiving, LLC** (hereinafter referred to as "Lessee"), P.O. Box 24327, Lakeland, Florida 33802, which collectively shall be referred to as the "Parties".

WHEREAS, Lessor desires to let and Lessee desires to lease certain aviation real property located at the Lake Wales Municipal Airport (identifier X07) in Lake Wales, Florida ("hereinafter referred to as the "Airport"). more particularly described below for the purpose of developing and constructing hangars, offices, and related facilities for aviation business and non-business purposes; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS provided hereby, the parties hereto agree as follows:

WITNESSETH:

The Parties hereto do hereby mutually covenant, agree and promise as follows:

SECTION 1

1.1 Lessor, for and in consideration of the mutual promises, agreements, and covenants herein contained, does hereby lease, let, and rent unto Lessee for its exclusive use, land consisting of approximately 32,949 square feet (0.77 acres) located in and comprising a part of the Airport as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" or "Premises").

1.2 The obligations of the Parties hereunder shall commence on _____, 2021 ("Effective Date"). The initial term of this Lease shall be for a period of thirty (30) years from the Effective Date unless otherwise cancelled or terminated as set forth herein ("Initial Term"). Upon expiration of the Initial Term, Lessee shall have the option to extend the Lease for one (1) additional ten (10) year renewal term upon the same terms set forth in this Lease and provided Lessee is not in default, except the Annual Base Rent shall be adjusted in accordance with Sections 2.4 and 2.5 ("Renewal Term(s)"). When used herein, "Term" shall refer collectively to the Initial Term and the Renewal Term(s). Lessee shall provide notice of electing any Renewal Term by providing written notice to Lessor any time before the expiration of each prior Term.

1.3 As a fundamental and material consideration of this Lease Agreement, the Lessee agrees to develop and construct on the Premises at least one hangar facility for aviation purposes (hereinafter referred to as "Initial Improvements"). The Initial

Improvements may include a hangar building, ramps, parking, and utilities. The hangar facility may have multiple separate bays. Lessee agrees to diligently pursue development and construction of said Initial Improvements and shall commence such Initial Improvements within twelve (12) months of the Effective Date, unless delays are due to causes beyond Lessee's reasonable control or unless otherwise extended pursuant to mutual written agreement of the Parties. In the event Lessee fails to commence construction of the Initial Improvements within twelve (12) months of the Effective Date, then either Party shall have the option to terminate this Lease and all rights of the Parties hereunder by providing written notice to the other Party; and upon such termination, Lessee shall no longer be liable for the payment of any further rent, including Annual Base Rent or Additional Rent. Lessor's right to terminate for failure to commence construction shall be automatically extinguished if Lessee commences construction before such a termination notice. In addition to the Initial Improvements, during the Term, Lessee shall have the right to construct on the Premises additional hangars, buildings, offices, ramps, fuel tanks, and other improvements related to aviation purposes subject to the terms and conditions of this Lease ("Additional Improvements"). When used herein, "Improvements" shall mean collectively, the Initial Improvements and the Additional Improvements.

SECTION 2

2.1 The rent commencement date shall be the earlier of the twelve (12) months after the Effective Date or upon issuance of the Certificate of Occupancy for the Improvements by the authority having jurisdiction ("Rent Commencement Date"). Beginning on the Rent Commencement Date, the Lessee shall pay to the Lessor annual base rent for the Leased Premises of Twelve Thousand Eight Hundred and Fifty and 11/100 US Dollars (\$12,850.11) ("Annual Base Rent") for each year of the first five (5) years of the Term, paid in monthly installments, in the amount of One Thousand Seventy and 84/100 US Dollars (\$1,070.84) per month. The Annual Base Rent is calculated based upon a square footage price of \$0.29 per square foot. Thereafter, Annual Base Rent shall be adjusted in accordance with Sections 2.4 and 2.5. No Annual Base Rent shall be due before the Rent Commencement Date. Lessee shall have the option to pay any Rent in advance.

2.2 In addition to the payment of Annual Base Rent, but beginning from the Effective Date, the Lessee shall be responsible for paying directly all utilities, including but not limited to electric, water, wastewater services, and refuse collection for the Leased Premises. Lessee shall be responsible for paying ad valorem real property taxes as specifically set forth in Section 2.7.

2.3 Each monthly payment shall be paid, together with sales taxes, and applicable ad valorem real property taxes ("Additional Rent"), in advance on or before the first day of each month. Late payments, which shall be any payment received more than fifteen (15) days after the due date, shall bear a late payment charge of five

percent {5%} per month of the late payment for any month or any portion of any month until paid.

2.4 The Annual Base Rent to be paid hereunder shall be subject to an increase at the expiration of each five (5) year period of the Term of the Lease in the amount to be determined by the percentile change in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics, United States Department of Labor (the "CPI-U"), using the Rent Commencement Date as the base index for such determination.

2.5 The CPI-U for the month of the Rent Commencement Date is hereby established as the "Base Index". Thirty (30) days prior to the beginning of each five (5) year period of the Term of the Lease, the CPI-U shall be ascertained, and the Annual Base Rent to be paid during the next five (5) year period of the Term of the Lease shall be adjusted by increasing or decreasing the initial amount set forth herein by a percentage equal to the percentage of change in the CPI-U as compared with the Base Index; however, the Annual Base Rent for the next five (5) year term shall not be increased more than a total of 5.0% over the Annual Base Rent for the previous five (5) year term. For clarification, the Annual Base Rent shall only be adjusted once every five (5) years and not annually. In the event the CPI-U, or an equivalent or successor thereof, is not published at the time such adjustments are made, the amount of Annual Base Rent shall be governed by subsection 2.6 hereof, provided that if the CPI-U subsequently becomes available the Lessor shall be entitled to receive forthwith, the greater of the percent change in the CPI-U or the adjustment required under subsection 2.6 hereof.

Prior to the commencement of each Renewal Term of the Lease, Annual Base Rent shall be adjusted to ten percent (10%) of an appraisal of the unimproved Premises (land only) conducted by a certified Member of the Appraisal Institute (MAI). Such Annual Base Rent adjustment shall then become the new Annual Base Rent for all future CPI-U adjustments for the Term. The MAI certified appraiser shall be selected upon mutual written agreement of the Parties. The appraisal shall be performed within sixty (60) days before the commencement of the applicable Term.

2.6 If at any time during the Term, the United States Department of Labor Statistics, or its successor or equivalent, shall discontinue issuance of the CPI-U, the Parties agree to use other nationally recognized standard cost-of-living indices issued and published by the United States Government.

2.7 The Leased Premises may be subject to ad valorem real property tax pursuant to the policy of the Polk County Tax Collector's Office ("Tax Collector"). Lessee shall pay to Lessor any ad valorem real property taxes assessed as Additional Rent. Lessor shall provide proof of the assessment as soon as is practical following receipt of the tax bill which shall then be payable by Lessee on the date the next rental payment would be due. Subsequent to any such initial assessment, Lessor reserves the

right to provide for periodic payments of the tax if required by the Tax Collector. Lessor will pass through to Lessee any ad valorem real property taxes levied after the Effective Date pertaining to the Leased Premises.

SECTION 3

Upon the expiration or termination of the Term, any and all Improvements, including structures upon the Premises, shall become the property of Lessor absolutely if not removed by the Lessee within one hundred twenty (120) days after such expiration or termination pursuant to the requirements of Section 4.

SECTION 4

4.1 The Premises, and any Improvements thereon, whether in existence or constructed in the future pursuant to the terms and conditions contained herein, shall be used for the construction of hangars, offices, parking, storage, and maintenance of aircraft, hangar rental for third party aircraft, aviation operations including FAR Part 91 private and FAR Part 135 charter, aircraft leasing, aviation related uses (both private and commercial), and office use for Lessee and Lessee's third party tenants as further required by all applicable building codes and regulations.

The Premises shall be used exclusively for aeronautical purposes and shall not be used for purposes that are detrimental to aviation, which shall include, but may not be limited to, activities that generate excessive light, glare or electromagnetic interference on the Premises that might interfere with the operation of aircraft to, from, or at the Airport. Any non-aeronautical use, including without limitation, residential use shall be prohibited on the Premises. For purposes of this Lease, "aeronautical use" shall have the same meaning as used by the Federal Aviation Administration ("FAA") in the Policy on Non-Aeronautical Use of Hangars, 81 Fed. Reg. 38906 (June 15, 2016).

4.2 Lessor intends to purchase and operate fuel trucks and provide fuel delivery services to aircraft owned or operated by Lessee and Lessee's tenants sometime in the future ("Fuel Delivery Services"). Until and unless Lessor provides such Fuel Delivery Services, Lessee must purchase fuel from the Airport at a cost of ten cents per gallon (\$0.10) over the City's purchase price per gallon of fuel. This will vary per purchase of fuel by the City, therefore the Airport Manager will adjust the cost for Jump Florida Skydiving, LLC after each fuel purchase is made by the City. In the event that Lessor suspends its Fuel Delivery Services, stops or terminates its Fuel Delivery Services, or is otherwise unable to timely render its Fuel Delivery Services to Lessee and Lessee's tenants, then Lessee shall be entitled to perform Self-Fueling operations in accordance with FAA regulations. Self-fueling operations may include fuel tanks, fuel trucks, fuel storage, and self-fueling for Lessee.

4.3 Lessor hereby consents to a leasehold mortgage of the Premises for Lessee to obtain financing for any Improvements ("Leasehold Mortgage"). In providing such consent, Lessor agrees to make certain certifications as to Lessee's standing

under the Lease (e.g., payment of rents, lack of notice of violations, etc.) which are reasonable and customary in light of industry practices. Lessor also agrees that in the event any financial institution, lender or investor {collectively, a "Lender"}) shall, for the purpose of perfecting its security interest or in connection with a refinancing or securitization, reasonably request modifications to this Lease and/or execution of a ground lease estoppel agreement, Lessor shall labor in good faith to negotiate with such Lender to make such modifications and/or execute such ground lease estoppel agreement.

4.4 Copies of the plans for the construction of any Improvements upon the Leased Premises, including the site plan therefor, are to be provided to Lessor prior to the commencement of construction. Lessee, at its option, shall be entitled to install separate or common meters for sewer, water, and electricity for the hangar bays. Lessor shall approve or disapprove any such plans and/or specifications no later than thirty (30) days after receiving same. Lessor's approval shall not be unreasonably withheld. Any reasons for disapproval must be stated in writing and provided promptly to Lessee with such thirty (30) day period, and the Lessee shall have a reasonable period of time to revise the plans to be responsive to the Lessor's reasonable requests. Improvements shall be subject to the approval by the Federal Aviation Administration, if required.

4.5 All Improvements, buildings, structures, and other improvements, including any machinery, equipment, aircraft, and other fixtures or personal property located on the Premises shall be the property of the Lessee, and the Lessor shall have no interest therein for Term of this Lease, except if not removed within one hundred twenty (120) days after termination or expiration of this Lease. Lessor waives and shall not have any lien, statutory or otherwise, upon any of the Improvements and personal property of Lessee or Lessee's tenants located on or in the Leased Premises and Lessor shall have no interest of any kind in such Improvements and personal property. Lessee has no authority to obligate the Premises for the costs of any Improvements and shall not permit any lien to be filed upon said Premises. Notwithstanding the foregoing sentence, pursuant to Section 4.3 of this Lease, Lessor hereby consents to a leasehold mortgage of the Premises by Lessee to Lessee's Lender, provided that in the event of foreclosure, the mortgagee shall agree to be bound to the obligations of Lessee as set forth herein.

4.6 All Improvements located on the Premises, if not removed by Lessee within one hundred twenty (120) days of the termination or expiration of this Lease, shall become the property of the Lessor, subject to the Lessee's rights set forth below.

4.7 Lessee's Right Upon Termination. At any termination or expiration of this Lease and any subsequent renewals or extensions:

(a) Lessee shall have one hundred twenty (120) days after termination or expiration of this Lease to remove any Improvements and personal property from the

Leased Premises. Lessee shall return the Leased Premises to Lessor clear of all Improvements and personal property; however, at Lessee's option, Lessee may leave those Improvements that are in reasonable useable condition and are confirmed to be structurally sound by a structural engineer, which may include buildings, improvements, foundations and footings which have been constructed by Lessee, its agents, employees, assigns or successors subject to the conditions set forth herein. Lessee shall have one hundred twenty (120) days after termination or expiration of this Lease in which to remove all Improvements that are not structurally sound. In the event that removal or demolition by Lessee exceeds the one hundred twenty (120) day period, Lessee shall pay rent at the then current rate for any excess days, and

(b) Lessee shall transfer title to the Improvements not removed by Lessee to Lessor in lieu of removal of the said Improvements and Lessee hereby agrees to execute all appropriate and reasonable documents to vest title to said Improvements in Lessor free and clear of any and all liens and encumbrances.

SECTION 5

The Lessee may sell, sublet, or assign all or any portion of the Premises with the prior written approval of the lessor, which approval shall not be unreasonably withheld; except, however, no prior approval or consent is required from lessor for Lessee to rent individual hangars to third parties. In reviewing a request by the Lessee to sell, sublet, or assign all or any portion of the leased Premises, the Lessor will consider the permitted and intended uses of the Leased Premises for aviation purposes. The requirement to obtain Lessor's reasonable approval applies to any assignment or sublease which would occur by operation of law; assignment or sublease to or by a trustee or receiver in any federal or state bankruptcy, receivership or other insolvency proceeding; and the sale, assignment or transfer of all or substantially all of Lessee's assets. Under no circumstances shall the Lessee sublet or assign all or any portion of the Premises for residential use or other uses not set forth and approved in this lease.

SECTION 6

6.1 No building or other structure may be constructed or placed upon the Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld. Buildings, structures and other improvements made by the Lessee on the Premises shall be consistent with all local building codes and regulations.

6.2 The lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures and objects or natural growth determined by the Federal Aviation Administration to constitute an obstruction or hazard pursuant to 14 C.F.R. Part 77, as the same may be amended from time to time. Lessee agrees to comply with the notification and review requirements of said regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

6.3. Lessee agrees to comply with all applicable codes, ordinances, statutes, or regulations of any governmental authority having jurisdiction over the design and construction of Improvements made upon the premises. Lessee shall provide Lessor with any as-built plans for any authorized Improvements on said Premises.

SECTION 7

7.1 Lessee shall pay, defend, indemnify and save harmless Lessor, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the Lessor, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the negligence of Lessee, its agents or employees, arising from and/or in connection with this Lease or any operations necessary and incidental to the occupancy, maintenance, repair or improvement by Lessee of the Premises.

7.2. Lessee shall defend, indemnify and save harmless Lessor, its agents, guests, invitees or employees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county or city law, by-law, ordinance, or regulation by such Lessee, its agents, trainees, invitees, servants or employees.

7.3 Lessor shall be responsible for any environmental contamination contained on the Premises leased by Lessee prior to Lessee occupying the Premises. Lessee shall be responsible for any environmental contamination that occurs on or after the Effective Date of this Lease if due to activities occurring on the Premises after Lessee takes possession.

7.4 Lessee covenants and agrees to comply with all provisions of the Insurance Requirements, attached hereto as Exhibit "B" and incorporated by reference herein. The amounts of insurance coverage set forth in Exhibit "B" are set in contemplation of Lessee's use of the Leased Premises as defined in herein. In the event of any change, alteration or expansion of the use of the Leased Premises, the minimum limits of such coverage shall be subject to reasonable adjustments by Lessor so as to reflect any increase in risk or exposure.

7.5 Each policy required pursuant to Exhibit "B" shall name Lessor as an additional insured and carry a provision that it will not be canceled without a thirty (30) day notice to the Lessor, to the extent permitted under state law and regulation. Lessee shall provide to Lessor evidence satisfactory to Lessor demonstrating that the required insurance will be in effect as of the Effective Date and remains in effect throughout the term hereof. Lessee shall cause to be inserted in any policy or policies of insurance acquired by Lessee with regard to this Lease a "waiver of subrogation" clause. Lessee hereby waives, releases and discharges Lessor, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered by Lessee's insurance arising out of this Lease notwithstanding that such loss,

claim, expense or damage may have been caused by Lessor, its agents or employees, and Lessee agrees to seek compensation only through its insurance coverage in the event of such loss.

7.6 During the Term of this Lease and any extension or renewal hereof, the Lessee shall keep each building constructed upon the Premises insured against fire or other casualty by a reputable insurance company doing business in the State of Florida, in an amount not less than one hundred percent (100%) of replacement cost and the cost of demolition and the removal of debris. In the event of any damage to Lessee's Improvements, Lessee shall forthwith remove resulting debris and repair or rebuild the damaged or destroyed structures or other Improvements to the condition in which such structures and Improvements existed prior to such casualty, or to such other condition as the Parties may agree, and return such structures and Improvements to working order, whether or not any insurance proceeds shall be awarded to Lessee as a result of such damage or destruction. In either case Lessee shall be responsible to forthwith remove resulting debris and restore the leased Premises to a neat and presentable condition.

SECTION 8

Lessor reserves the right for the Airport Manager ("Airport Manager") or his or her duly authorized representative, to enter the Leased Premises upon reasonable prior notice, during normal business hours for the purpose of performing such inspections considered reasonably necessary by the Airport Manager, including compliance with the terms of this Lease and the Airport Minimum Standards, and Lessee does hereby consent to such entry and waive any right to require a warrant for such inspection, provided that such entry and inspections shall not interfere with Lessee's operations or the conduct of its business. Lessee, after written notice, shall promptly correct any condition which is a hazard to life or property. Lessee agrees that the transportation, storage, management and use of any explosives, gasoline or other highly flammable materials, in, on or about the Leased Premises shall be in compliance with the Airport Minimum Standards and any other standards or compliance requirements imposed by any governmental agency with jurisdiction.

SECTION 9

9.1 Lessee shall, at its expense, perform all maintenance and repairs associated within the Leased Premises in a reasonably timely and prompt fashion including the painting of the exterior of the facility so as to maintain a neat and orderly condition of the facility.

9.2 Lessee shall at its expense maintain the Leased Premises, including any structures thereon, in a reasonably neat and orderly condition at all times. Lessee shall maintain the grounds and exterior signage of the building so as to present a reasonably neat and attractive exterior appearance at all times during the Term of this Lease.

9.3 Lessee shall not have the authority to make any modifications or alterations to the Leased Premises without prior written reasonable consent of the Airport Manager. The primary consideration in the approval process shall be the best interest of the Airport and the public.

9.4 Lessee shall be responsible for removing trash from the Leased Premises to an area at a designated location agreed to by Lessor for collection by the municipal sanitation service and shall remove trash on not less than a weekly basis.

9.5 Lessor shall operate the Airport and its taxiways and runways available to aircraft operated by Lessee and its tenants at all times during the Term. Lessor shall maintain and operate the Airport's runways and taxiways in a good and operable condition at all times during the Term.

SECTION 10

10.1 Should Lessee default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, Lessor may, at its option, if such default continues after giving Lessee fifteen (15) days written notice in the case of a default in the payment of the rent and thirty (30) days' written notice in the case of any other default, declare a default of this Lease and draw upon any deposit hereunder in full or partial satisfaction of the Lessee's failure to pay the rent or other fees required hereunder. If Lessee's default requires for its cure a period reasonably longer than that allocated in this Section, Lessee shall not be in default if Lessee proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

10.2 Should Lessor default in the performance of any of the promises, covenants, agreements, or Easements herein made, Lessee may, at its option, if such default continues after giving Lessor fifteen (15) days written notice, declare a default of this Lease. If Lessor's default requires for its cure a period reasonably longer than that allocated in this Section, Lessor shall not be in default if Lessor proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

SECTION 11

11.1 Lessor's Remedies: Upon the occurrence of an event of default, as set forth in Section 10.1, and subject to Lessee's rights to remove the Improvements and its personal property pursuant to Section 4, Lessor may at its option exercise any one or more of the following remedies:

(a) Lessor may terminate this Lease by giving to Lessee written notice of Lessor's intention to do so, in which event the Term of this Lease shall end and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by Lessor of its intention to so terminate; or

(b) Lessor may terminate the right of Lessee to possession of the Premises or any portion thereof by giving written notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by Lessor of its intention to so terminate the right of possession; or

(c) Lessor may enforce the provisions of this Lease and may enforce and protect the right of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(d) If Lessor exercises either of the remedies provided for in sub-paragraphs (a) or (b), Lessor may then or at any time re-enter the Premises in accordance with Florida law.

(e) If the Lessor terminates Lessee's right of possession pursuant to sub-paragraph (b), Lessor may re-enter the Premises or any portion thereof and take possession of all or any portion of the Premises, and may sub-let or re-let the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and Lessor may collect the rents from re-letting or sub-letting and apply same, first to the payment of the rents payable hereunder and in the event that the proceeds from such re-letting or sub-letting are not sufficient to pay in full the foregoing, Lessee shall remain and be liable therefor. Lessee promises and agrees to pay the amount of any such deficiency and Lessor may at any time sue and recover judgment for any such deficiency or deficiencies or draw upon any deposit provided by Lessee or both.

11.2 Lessee's Remedies: Upon the occurrence of an event of default, as set forth in Section 10.2, Lessee may at its option exercise any one or more of the following remedies:

(a) Lessee may terminate this Lease by giving to Lessor written notice of Lessee's intention to do so, in which event the Term of this Lease shall end and Lessee's obligation to pay Rent and Additional Rent shall cease and Lessee shall have the rights to remove Improvements as set forth in Section 4; or

(b) Lessee may cease paying Rent and Additional Rent by giving written notice to Lessor of same and Lessee shall not be liable for payment of same until Lessor cures the default; or

(c) Lessee may enforce the provisions of the Lease and may enforce and protect the right of Lessee hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

SECTION 12

No remedy herein conferred upon or reserved by the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and so often as may be deemed expedient. In order to entitle a Party to exercise any remedy reserved to it in this Lease, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 13

13.1 This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Lessor acquired the property known as the Lake Wales Airport from the United States of America, insofar as such covenants and restrictions remain in effect from time to time and after the date hereof, except however, to the extent any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument.

13.2 This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the planning, improvement or expansion of the Airport.

13.3 This Lease and all the provisions hereof shall be subject to whatever right the Government of the United States of America now has or In the future may have or acquire, affecting the control, operation, regulation and reacquisition of said Airport or the exclusive or nonexclusive use of the Airport by the United states of America during the time of war or national emergency.

SECTION 14

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that nothing herein shall be understood to confer an exclusive right upon the Lessee to conduct any aeronautical activity at the Airport in violation of 40 U.S.C. Section 40103(e) or 49 U.S.C. Section 47107(a)(4) or any grant assurance thereunder.

SECTION 15

15.1 The Lessee, on behalf of itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that:

(a) No person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities;

(b) In the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) The Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

15.2 In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess the leased land and the facilities thereon, and hold the same as if the Lease had never been made or issued. This provision shall be subject to the procedures of Title 49, Code of Federal Regulations, Part 21, including exercise or expiration of appeal rights.

SECTION 16

Lessor reserves the right to take whatever actions necessary for the operation, maintenance, and improvement of the Airport and its appurtenances, without interference or hindrance, with appropriate consideration for the continuity and profitability of the Lessee's operations and the payment of the obligations to Lessor herein. Lessor may order the temporary closure of the Airport in the interest of safety or for other special events as approved by the FAA. Lessee agrees to abide by any such order issued by Lessor. Lessor shall not be liable to Lessee for monetary damages that may result from any temporary closure of the Airport.

SECTION 17

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise, fumes, dust and vibration as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace for landing on, taking off from or operating on the Airport.

SECTION 18

Lessee, its officers, employees, guests, invitees and suppliers of materials and services, shall have the right of ingress and egress over public right-of-way to the Leased Premises for the purpose of permitting Lessee to enjoy the rights, uses, and privileges granted by the Lessor.

SECTION 19

Lessee covenants and agrees to promptly repair or remove any disabled vehicles located on the Premises or any joint use areas of the Airport.

SECTION 20

Lessee specifically covenants and agrees to observe and obey the Lake Wales Airport Minimum Standards, as the same may be amended from time to time, as adopted and promulgated by Lessor for operation at the Airport. Lessee shall remain in full compliance with the Minimum Standards, as the same may be reasonably amended from time to time, any Notice to Airmen Issued by Lessor and published by the Federal Aviation Administration, and any regulations or orders issued by the Federal Aviation Administration, including without limitation, 14 C.F.R Part 91, as the same may be amended from time to time.

Lessee specifically covenants and agrees to observe and obey all applicable federal laws on the subject of airport and aviation security, all applicable regulations and directives issued by the Department of Homeland Security, Transportation Security Administration or any successor department or agency, and all ordinances and rules issued by the Lessor related to security, including without limitation rules issued in furtherance of the Lessor's security program. Lessee further covenants and agrees to alter and improve the Premises as required to comply with any such law, regulation, directive, ordinance or rule.

SECTION 21

21.1 Lessor hereby designates the Airport Manager as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease or the Leased Premises, subject to approval by the Lake Wales City Commission. Lessee hereby designates **Tim W. Jones and Pascoal Rodrigues**, as its official representatives with the full power to represent the Lessee in all dealings with the Lessor in connection with this Lease or the Leased Premises. The Parties may designate by written notice other representatives from time to time, and such representatives may exercise those rights and duties of the Parties as may be necessary to effectuate the purposes of this Lease.

21.2 Notice to the Lessor shall be sufficient if either mailed by first class mail, postage prepaid, addressed to Airport Manager, Lake Wales Municipal Airport, 450 S. Airport Road, Lake Wales, Florida 33859, or hand delivered at such address, and notice

to the Lessee named herein shall be sufficient if either mailed by first class mail, to Lessee at P.O. Box 24327, Lakeland, FL 33802, or hand delivered to **Tim W. Jones or Pascoal Rodrigues**. Either Party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other Party in the manner provided in this section.

SECTION 22

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent assignment and subletting are permitted. This Lease shall not confer any rights or remedies upon any third-party not a party to this Lease.

SECTION 23

Lessee shall be responsible for and pay any and all ad valorem property taxes which are assessed on the Premises or this Lease, all sales taxes, and all utility charges. Lessor will provide to the taxing authority whatever information is required so that the Lessee's taxable interests shall be separated from Lessor's taxable interests.

SECTION 24

Should it become necessary to bring any action at law or in equity to interpret or enforce this agreement, each party shall bear its own respective costs and attorney's fees.

SECTION 25

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Lease or to remove lessee from the Premises shall be Polk County, Florida.

SECTION 26

The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held Invalid or unenforceable, all other terms and provisions hereof shall continue in full force and effect.

SECTION 27

This Lease and the Exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter of this Lease, and supersede all prior negotiations, agreements and understandings with respect thereto. This Lease may only be amended by a written document duly approved and executed by the Parties hereto.

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

JUMP FLORIDA SKYDIVING, LLC

By: _____
GP Flight Corporation
Member Manager, by its President,
Tim W. Jones

ATTEST:

DATED: _____, 2021

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged by Tim W. Jones, President and on behalf of GP Flight Corporation, manager-member of **JUMP FLORIDA SKYDIVING, LLC**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this ____ day of _____, 2021.

Notary Public, State of Florida
My Commission expires:

JUMP FLORIDA SKYDIVING, LLC

By: _____
Mirage Services Corp.
Member Manager, by its President,
Pascoal Rodrigues

ATTEST:

DATED: _____, 2021

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged by Pascoal Rodrigues, President and on behalf of Mirage services, Corp., manager-member of **JUMP FLORIDA SKYDIVING, LLC**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida
My Commission expires:

CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

ATTEST:

Jennifer Nanek, City Clerk

DATED: _____, 2021

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged by Eugene Fultz, Mayor and on behalf of the **City of Lake Wales, Florida**, who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida
My Commission expires:

Exhibit "A"
DEPICTION OF PREMISES/ LEGAL DESCRIPTION

LEGAL DESCRIPTION

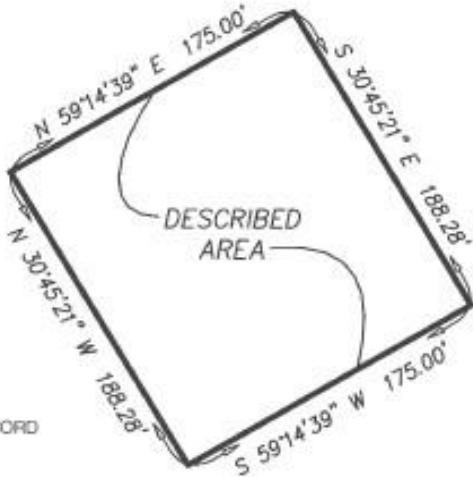
That part of Section 4, Township 30 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southeast 1/4 of said Section 4; thence North 00°05'47" East along the east line of the Southeast 1/4 of said Section 4, a distance of 640.00 feet; thence departing said east line, North 89°54'13" West, a distance of 1134.28 feet to the Point of Beginning; thence South 59°14'39" West, a distance of 175.00 feet; thence North 30°45'21" West, a distance of 188.28 feet; thence North 59°14'39" East, a distance of 175.00 feet; thence South 30°45'21" East, a distance of 188.28 feet to the Point of Beginning.

Described area contains 32,949 square feet (0.76 acres), more or less.

NOT A SURVEY

NE CORNER OF SE 1/4 OF SECTION 4
2-1/4" IRON PIPE (NO ID)
PER C.C.R. NO.: 108351



N 89°54'13" W
1134.28'

POINT OF BEGINNING

TAX PARCEL No. 1
27-30-04-000000-021011
CITY OF LAKE WALES
MUNICIPAL AIRPORT

DESCRIBED AREA
CONTAINS 32,949 SQUARE FEET
(0.76 ACRES), MORE OR LESS.

LEGEND:

- MONUMENTATION AS NOTED
- C.C.R. CERTIFIED CORNER RECORD
- I.D. IDENTIFICATION
- L.B. LICENSED BUSINESS
- No. NUMBER
- P.L.S. PROFESSIONAL LAND SURVEYOR
- RGE RANGE
- TWP TOWNSHIP



POINT OF COMMENCEMENT
SE CORNER OF SE 1/4 OF SECTION 4, TWP 30 S, RGE 27 E
2" AXLE (NO ID) PER
C.C.R. No.: 108350

SURVEYOR'S NOTES

- 1.) This is a Description Sketch of a proposed ground lease area for Jump Florida lying within the boundaries of the City of Lake Wales, Florida Municipal Airport. This sketch does not depict all matters of title (boundaries, easements, ownership, rights of way, etc.), jurisdictional information (zoning, wetlands, soils, etc.) or environmental concerns (if existent) except as may be noted or shown. Survey information presented hereon is limited as noted and other features and improvements, both above ground and underground, may exist and are not shown hereon. THIS IS NOT A SURVEY.
- 2.) North and the bearings shown hereon are referenced to Grid North, West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, adjustment of 2011. For reference, the east line of the Southeast 1/4 of Section 4, Township 30 South, Range 27 East has a grid bearing of North 00°05'47" East.
- 3.) An abstract of title was not performed by or furnished to CivilSurv Design Group, Inc. Any easements or encumbrances that may appear as a result of said abstract is not certified hereon.
- 4.) The sectional monumentation noted hereon was previously field located by this office. Their identification and position agree with the latest certified corner record as noted.
- 5.) The ownership information shown hereon was taken from the Polk County Tax Rolls.

184001008desc.dwg

DESCRIPTION SKETCH
OF PROPOSED GROUND LEASE AREA
LOCATED IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 27 EAST
PREPARED FOR: CITY OF LAKE WALES, FL

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
PREPARED UNDER THE DIRECTION OF

Prepared By: 2525 Drane Field Road Suite 7 Lakeland, FL 33811 Tel: 863-646-4771

DATE:	8/19/20
SCALE:	1" = 100
DRAWN BY:	D.M.W.
PROJECT NO.:	184:001:008

CIVILSURV DESIGN GROUP, INC., LB 7805 BY: 8-19-20 DATE
GARY L. ALLEN, P.L.S.
FLORIDA REGISTRATION No. 4756
CIVILSURV DESIGN GROUP, INC.
FLORIDA REGISTRATION No. LB 7805



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	<p>Lake Wales Municipal Airport Lake Wales, Florida</p>	<p>LEASE SURVEY EXHIBIT</p>	<p>EXHIBIT 1 of 1</p> <p>EAST QUADRANT JUMP FLORIDA SKYDIVING HANGAR SITE LAYOUT</p>
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