

The City of Avon Park, Florida Airport Commercial Lease Agreement

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 1 day of July, 2015, by and between the **City of Avon Park**, a municipal corporation of the State of Florida, herein called "LESSOR," and **AG Flying Service, Inc.**, an Alabama corporation, herein called "LESSEE."


1. THE LEASE: LESSOR is the owner of the Avon Park Airport in the County of Highlands, State of Florida (the "Airport") where the Premises (as hereinafter defined) are located. LESSOR desires to lease the Premises to LESSEE, subject to all applicable federal and state grants and loans, federal and state statutes and rules, City ordinances and resolutions as amended from time-to-time, and the terms and the conditions contained in this Agreement, including exhibits, and the Airport Code and Rules and Regulations as adopted by the City Council of LESSOR (hereinafter collectively, "LESSOR's Rules"). LESSEE wishes to lease the Premises from LESSOR, subject to LESSOR's Rules and the terms and conditions provided in this Agreement.

2. TERM: The term of this LESSEE's lease shall commence, as to the Premises (as hereinafter defined) on the 1 day of July, 2015. The term of LESSEE's lease of the Premises shall continue month-to-month until terminated by written notice by either party not less than fifteen (15) days prior to such termination (the "Termination Date"). LESSEE shall be responsible for prorated rent for any portion of a rental period prior to the Termination Date and LESSOR shall give a refund of all rent advanced, to the extent not otherwise subject to setoff pursuant to the terms of this Agreement, for any period after the Termination Date.

2.1 ENVIRONMENTAL CONTAMINATION: Notwithstanding anything contained in this Agreement to the contrary, LESSEE shall be responsible for, and shall pay the costs of, any and all environmental remediation attributable to LESSEE, to the extent necessary to return the Premises to its pre-lease condition. The parties agree that the Premises shall be considered absent of contamination of any kind in pre-lease condition except to the extent that the pre-lease environmental assessment and LESSEE's other inspections provided to LESSOR by LESSEE provide proof of contamination.

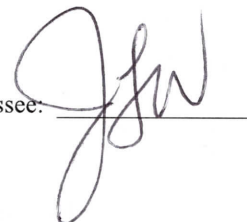
3. PREMISES: The Premises leased to LESSEE under this Agreement shall be the 8,800 square foot hanger and surrounding parcel of land, formerly used by and identified as the Ben Hill Griffin Hanger outlined in red as shown in Exhibit "A" attached hereto. While this Agreement is in effect, LESSEE shall have the right to use only (i) the Premises, during the respective terms, and (ii) those other areas within the Airport used along with other Airport tenants as authorized by LESSEE from time-to-time, (the "Common Areas"), in the same manner as other tenants and users of the Airport during the term of this Agreement. Such use

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shall be in compliance with LESSOR's Rules. LESSEE has inspected the Premises, including any environmental assessment for any alleged existing or background contamination, and accepts the Premises AS-IS and WHERE-IS. LESSOR makes no representation or warranty whatsoever as to the condition of the Premises. As used in this Agreement, the term "Premises" refers to the real property described herein (Exhibit "A") and, except as otherwise provided herein, to any improvements located or to be located in or on those Premises.

4. USE: LESSEE shall use the Premises in compliance with all laws of all governmental entities with jurisdiction over the Airport, Premises or the Use of the Premises, and shall otherwise use the Premises in a manner consistent with LESSOR's Rules and specifically, only for proper storage of aviation fuel, temporary, active fueling of airplanes, temporary storage and loading of agricultural chemicals into airplanes, and for no other activity.

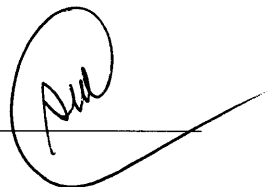
4.1 LESSOR specifically acknowledges LESSEE will "hot fuel" its airplanes on the Premises as this term is used in the aviation industry, and allows such activity so long as such activity does not create a risk of contamination of the Airport by fuel or other chemicals, is allowed under Florida or FAA statutes, rules and regulations, does not create a nuisance, and otherwise does endanger health, safety, welfare or damage property.

4.2 All waste products from any use of the Premises or the Common Areas by LESSEE or LESSEE's guests, invitees, employees, contractors, agents or assigns shall be immediately removed from the Airport in a manner consistent with LESSOR's Rules. Waste containers shall not be shredded or otherwise permanently held or disposed of at any location within the Airport or on any other LESSOR-owned property. Temporary storage of any waste products or containers must be inside the building on the Premises and ensure that no contamination of the Airport will occur.

4.3 LESSEE shall store all planes, equipment, property and objects of all kinds within the building on the Premises, with the exception of one "mix rig" (already identified to LESSOR) and one bulk water supply storage tank which must be stored on the Premises, but may be stored outside the building so long as LESSEE maintains the mix rig and storage tank in compliance with LESSOR's Rules, and in a clean and aesthetic manner, and does not create an unsightly eyesore or nuisance.

4.4 FURTHER LIMITATIONS: No business or commercial enterprise of any nature or kind whatsoever shall be conducted on the Premises other than as stated in this Section. LESSEE agrees that no gasoline, combustible materials or other "hazardous substances" as defined in Section 27 will be stored on the Premises other than within the approved and designated areas, and within proper containment structures as permitted by applicable law and LESSOR's Rules and approved by LESSOR. LESSEE shall keep the Premises reasonably free of all trash, debris, and garbage so as not to allow any unsightly appearance or any unsanitary condition to exist on or around the Premises. LESSEE shall not carry on an activity in or about the Premises, which, in the opinion of LESSOR, shall be detrimental or annoying in any way to the tenants of other units or to LESSOR,

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nor shall LESSEE carry on any activity which shall damage the Premises or other units or the Common Areas in any way. LESSEE shall not reside at the Premises, nor shall LESSEE conduct any other unlawful, improper, or offensive use of the Premises. LESSEE shall comply with all federal, state, and local laws applicable to such use.

5. **RENT**: LESSEE hereby agrees to pay LESSOR monthly rent, due on the first of each month, at the following rates during the term of this Agreement ("Rent"), with the first month's Rent and the Deposit paid at execution of this Agreement:

Rent/Month	<u>\$ 2,552.00</u> plus taxes, per Section 29, below
Deposit on Premises:	<u>\$ 2,552.00</u>

6. **INSURANCE**: LESSEE is responsible for insuring LESSEE's own contents and that of any of its guests, invitees, employees, contractors, agents, or assigns. In addition, LESSEE agrees to maintain the following insurance written by a company reasonably satisfactory to LESSOR and at LESSEE'S expense:

6.1. **GENERAL CAUSALTY AND ENVIRONMENTAL LIABILITY**: LESSEE shall, at LESSEE's sole cost and expense, procure and maintain, at all times in full force and effect, a policy or policies of insurance as specified herein, naming LESSOR as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Premises, including but not limited to, any risk to human health or the environment caused by the use and/or release of any petroleum product or any "hazardous substance". LESSEE shall obtain, at its own expense, and keep in effect during the term of this Agreement, Pollution Liability Insurance covering all liability for fines, bodily injury, property damage and environmental damage resulting from sudden accidental as well as gradual releases of hazardous substances, petroleum products of any kind, and other pollutants, and related cleanup costs incurred, arising out of the use of the Premises for any reason, including without limitation, fueling and handling of chemicals to be performed within the Premises. Limits of coverage per occurrence shall not be less than \$1,000,000. Aggregate limits of coverage shall not be less than \$2,000,000. Such policy shall specifically include insuring the activity of storing and handling of the fuels used or kept at the Premises as well as commercial general liability, as well as any pollution caused by any spill, release or escape of such fuels from the containment vessels, whether by slow leak, catastrophic release, or due to the loading or fueling activities, or any violation of any federal or state environmental statute or regulation or this Agreement. Such policy or policies shall include provision for payment of the LESSOR's costs for performing any environmental assessments, if such further assessments are required or

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prudent to ascertain the extent of pollution. Such policy or policies shall comply with the requirements of the Attorney for LESSOR and outside insurance consultants retained by LESSOR, regardless of the requirements provided in the statements contained herein. Such insurance policy or policies shall contain the coverage limits provided in this Section. Said limits may be revised upward on an annual basis at LESSOR's option, and LESSEE will so revise such amounts within thirty (30) days following notice to LESSEE of such requirements or quit the Premises. LESSEE shall maintain said insurance with insurance underwriters authorized to do business in the State of Florida, and AM Best rated at least as an A+ insurer. As Exhibit "D", LESSEE shall furnish LESSOR with a certificate of insurance as proof that such coverage has been procured, and LESSEE shall maintain such insurance during the term of this Agreement or any renewal thereof. Said insurance coverage procured by LESSEE as required herein shall be considered, and LESSEE agrees that said insurance coverage LESSEE procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to LESSOR, and that any other insurance or self-insurance available to LESSOR shall be considered secondary to, or in excess of, the insurance coverages procured by LESSEE as required herein. The certificate shall contain a waiver of any right of subrogation against LESSOR and shall name LESSOR as an additional insured and the policy or policies shall have a ninety (90) day notice in favor of LESSOR prior to any cancellation or substantial change in coverage. Any of the above requirements not insurable by LESSEE shall be secured by a surety bond in the amount and form acceptable to LESSOR.

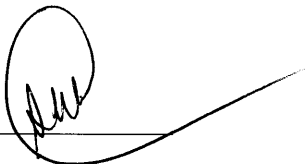
6.2. NO EXTENSION OF LIABILITY: Nothing in this Agreement shall be construed to extend LESSOR's liability beyond that provided in Florida law, including without limitation, the limitations provided in Section 768.28, Florida Statutes.

6.3 CONDITIONS: It is further agreed that LESSEE shall not do or permit to be done anything upon any portion of the Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the Premises, by its existence exempt an insurer from coverage for liability or casualty, in any way increase the rate of insurance upon the Premises, or which will in any way obstruct or interfere with the rights of other tenants at the Airport.

6.4 ENFORCEMENT: In the event that LESSEE shall at any time fail to furnish LESSOR with the certificate or certificates of insurance required, or allow such policy or policies to lapse, LESSOR shall have the right to secure the required insurance at the cost and expense of LESSEE, and LESSEE agrees to promptly reimburse LESSOR for the cost thereof, which costs shall be additional Rent hereunder.

7. INDEMNIFICATION: LESSEE shall defend, indemnify, and hold harmless LESSOR and all of LESSOR's officers, agents, officials, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, expert witness fees, paralegal costs, attorneys' fees, and court costs, whether incurred at the trial or appellate level,

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which may arise because of the negligence (whether active or passive), misconduct, including without limitation any contamination of the Premises by hazardous wastes, petroleum products or any other pollutants, or any form of environmental liability under any applicable federal, state or local environmental law, or other fault, in whole or in part (whether joint, concurrent, or contributing), of LESSEE, LESSEE's officers, agents, contractors, or employees in performance or non-performance of LESSEE'S rights and obligations under this Agreement. Without limiting the foregoing, LESSEE further covenants to hold LESSOR harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from LESSEE'S discharge and/or release (either intentional or accidental, at trial and appeals) of any hazardous substance and/or any petroleum or fuel or benzene to the soil, air, water, or waste water treatment facility. LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to LESSOR when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by LESSOR in support of these indemnification, legal defenses and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement.

7.1 NO WAIVER: Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve LESSEE of its liability and obligation to defend, hold harmless, and indemnify LESSOR as set forth in this Section.

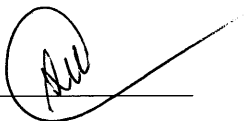
7.2 NO EXTENSION OF LIABILITY: Nothing in this Agreement shall be construed to waive sovereign immunity or extend LESSOR's liability beyond that provided in federal or Florida law, including without limitation, Section 768.28, Florida Statutes.

7.3 RIGHT OF ENTRY: LESSOR may enter the Premises at any time during the term of this Agreement to ascertain compliance with Environmental Laws (as hereinafter defined) and this Agreement.

8. TERMINATION: In addition to any other grounds provided for herein for LESSOR's termination of this Agreement, LESSOR can terminate this Agreement under the following conditions:

8.1 FOR CAUSE: Notwithstanding anything else contained herein, LESSOR may terminate this Agreement, for cause, immediately for LESSEE's violation of the "Environmental Protection" Section (Section 27) of this Agreement (including subsections). Upon LESSOR's termination of this Agreement pursuant to this paragraph, LESSEE shall immediately vacate the Premises, remove all personal property pursuant to Section 10, below, and return possession to LESSOR subject to any indemnification, remedies or other rights to which LESSOR may be entitled against LESSEE pursuant to this Agreement and applicable law.

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8.2 NON-PAYMENT: LESSOR may terminate this Agreement for nonpayment of Rent, or any other payment required herein, by giving three (3) days written notice thereof. Payments required shall be considered delinquent five (5) days after the date they are due and payable. A service charge of ten percent (10%) of the amount due shall be immediately imposed, and an interest payment of twelve percent (12%) per annum shall be paid on the payment due, from the date the payment was due and payable until paid. The service charge and the interest imposed herein shall be considered additional "Rent" under this Agreement.

8.3 RIGHT OF ENTRY: LESSOR may enter the exterior Premises at any time prior to any impending termination this Agreement, to inspect the Premises for compliance with this Agreement including without limitation, conducting an environmental assessment using the environment assessment fee provided for herein. Due to the substantial liability associated with the fuel and chemicals handled by LESSEE, LESSEE agrees to waive any right of notice prior to entry by LESSOR. LESSOR may enter the interior of the hanger building on the Premises anytime Monday through Friday, 8am to 5 pm, or for any emergency or exigent circumstances involving potential contamination of the Airport, or other health, safety and welfare concerns, any time day or night, with a good faith attempt to notify LESSEE prior to entry, at the contact information provided below. LESSOR shall be entitled to maintain a key for access to the interior of any building on the Premises, which shall only be used to access the Premises in the event of an emergency. LESSEE shall not, without LESSOR's prior written consent, change the locks on any such building located on the Premises and shall, prior to changing the locks, provide LESSOR with a copy of the new key(s).

9. ASSIGNMENT BY LESSEE: This Agreement is not assignable, nor may LESSEE sublease the Premises.

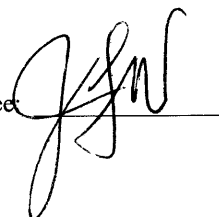
10. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION: Upon termination of this Agreement, provided all monies due LESSOR have been paid and the Premises are in compliance with LESSOR's Rules, LESSEE shall have the right to remove all of LESSEE's personal property, including trade machinery and equipment which LESSEE has installed or placed on the Premises that are not considered fixtures to the Premises, which removal shall be accomplished no later than the termination date. Permanent fixtures shall include, but are not limited to electrical and plumbing facilities, and air conditioners. LESSEE agrees to repair any damage occasioned by reason of such removal and damage caused by LESSEE'S occupancy. In the event LESSEE fails to remove LESSEE's personal property, repair any damage done to the Premises by the termination date, remove debris, and clean the Premises, LESSOR reserves the right to remove and store all of such personal property left having an estimated value of more than \$50, at the risk and expense of LESSEE, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by LESSEE. Personal property having a value of less than \$50 shall be considered abandoned as refuse, and its disposal along with other refuse, shall be charged against the deposit at the cost of cleanup.

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Storage onsite shall be charged based on twice the monthly rent, plus any other reasonable costs to LESSOR. Once the storage costs exceed FIFTY PERCENT (50%) of the estimated fair market value of the stored property, LESSOR may dispose of the property in any way LESSOR sees fit in its sole, unfettered discretion, and apply value received, if any, against the cost of storage, sale, any outstanding amounts due pursuant to this Agreement, and administrative expenses. LESSEE shall be liable to LESSOR for any such cost of storage, sale, any outstanding amounts due pursuant to this Agreement, and administrative expenses exceeding the value of the stored property.

11. ABANDONMENT OF PREMISES BY LESSEE: In case LESSEE shall abandon the Premises, or any part thereof, during the term of this Agreement, LESSOR may, at its option, without notice, relet the Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LESSOR would otherwise have to hold LESSEE responsible for the Rent or other clauses within this Agreement.

12. NO LIENS CREATED: LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under LESSEE. All persons contracting with LESSEE, or furnishing materials or labor to LESSEE shall be bound by this provision. Should any such lien be filed, LESSEE shall discharge same within three (3) days, or pay to LESSOR an equivalent amount by placing a bond in favor of LESSOR. LESSEE is not the agent of LESSOR so as to confer upon a laborer bestowing labor upon the Premises, or upon a materialman who furnishes material incorporated in the construction of Improvements upon the Premises, the rights of Chapter 713, Florida Statutes, or any subsequent revision of that law.

13. SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America or the State of Florida relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for development or improvement of the Airport. Except to the extent required for the performance of the obligations of LESSEE in this Agreement, nothing contained in this Agreement shall grant LESSEE any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently in effect.

14. NON-DISCRIMINATION: LESSEE hereby agrees and covenants that:

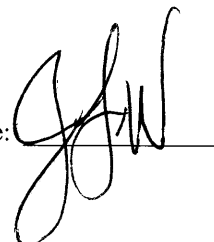
14.1 DISCRIMINATION IN USE PROHIBITED: No person shall be excluded from participation or denied the benefits or, or be otherwise subject to discrimination in the use of the Premises on the grounds of race, sex, age, color or national origin.

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14.2 DISCRIMINATION IN CONSTRUCTION PROHIBITED: In the construction of the Improvements on the Premises and the furnishing of labor, services or materials in connection therewith, no persons on the grounds of race, sex, age, color, or national origin shall be excluded from participation in, or otherwise be subject to discrimination.

14.3 COMPLIANCE WITH FEDERAL LAW: LESSEE shall use the Premises in compliance with all 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 such regulations may be amended.

14.4 HANDICAPPED PERSONS: LESSEE shall operate the Premises in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall be solely by reason of such person's handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment.

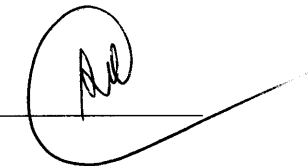
15. MAINTENANCE AND REPAIRS: LESSEE will be responsible for all maintenance, repair, and upkeep of the Premises. Reasonable repairs shall be made in a timely manner and in no case more than thirty (30) days after written demand by LESSOR to make such repairs.

16. DAMAGE OR DESTRUCTION TO LEASED PROPERTY: Except as otherwise provided in this Agreement, if any improvements to the Premises shall be damaged or destroyed, LESSEE shall repair or replace the same and return them to pre-damage condition so that the replacement will be equivalent in value to the original facilities within a reasonable period of time. Any other terms or provision of the Agreement pertaining to repair, alteration, construction or reconstruction by LESSEE shall be binding upon LESSEE in repairing or reconstruction of the Premises under the terms and provisions of this Agreement. If a substantial portion of the Premises is destroyed so that LESSOR and LESSEE mutually agree that LESSEE cannot reasonably continue to utilize the Premises until the same is repaired or replaced, LESSOR may agree to abate Rent until such time as LESSEE can reasonably resume operation of LESSEE'S business.

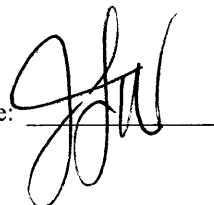
17. ALTERATIONS: LESSEE shall have the right to make reasonable alterations to the Premises as from time-to-time LESSEE shall desire to make only upon LESSOR's advance written approval, which approval shall not be unreasonably withheld.

18. EXCLUSIVE USE: This Agreement shall in no way convey the exclusive use of any part of the Airport except the Premises, and shall not be construed as providing any special

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privilege for any public portion of the Airport. LESSOR reserves the right to lease to other parties any other portion of the Airport property for any purpose whatsoever.

19. FUTURE AGREEMENTS OF THE AIRPORT: The terms and conditions hereof shall not be construed to prevent LESSOR from making commitments to the federal government or to the State of Florida to qualify for the expenditure of State or federal funds upon the Airport. In the event that there is any conflict between such financing commitments to the federal government and this Agreement or LESSEE's use of the Premises or the Common Areas, such federal government commitments shall prevail.

20. NATIONAL EMERGENCY: During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof as it may desire, with the Rent to be abated accordingly in proportion to said occupancy.

21. REMEDIES: In the event of any breach of this Agreement by LESSEE, in addition to the other rights or remedies LESSOR may have, except as expressly stated herein, LESSOR shall have the immediate right of re-entry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, LESSEE as provided herein for termination of this Agreement. Should LESSOR elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, LESSOR may either terminate this Agreement or it may from time to time, without terminating this Agreement, re-let the Premises or any part of the Premises for such term or terms, which may be for a term extending beyond the term of this Agreement, and at such rent or rents and on any other terms and conditions that LESSOR, in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) LESSEE shall be immediately liable to pay to LESSOR, in addition to any indebtedness other than Rent due under this Agreement, the expenses of re-letting and of any alterations and repairs incurred by LESSOR, and the amount, if any, by which the Rent provided for in this Agreement for the period of re-letting, up to but not beyond the term of this Agreement, respectively, exceeds the amount agreed to be paid as Rent for the Premises for the period of re-letting; or

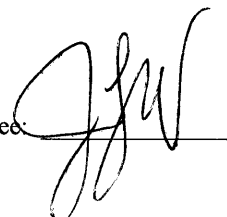
(b) At the option of LESSOR, rents received by LESSOR from re-letting may be applied, first, to the payment of any indebtedness, other than Rent due under this Agreement from LESSEE to LESSOR; second, to the payment of any expenses of re-letting and of any alterations and repairs; third, to the payment of Rent due and unpaid under this Agreement; and the residue, if any, shall be held by LESSOR and applied in payment of future Rent as the Rent may become due and payable under this Agreement.

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If LESSEE has been credited with any Rent to be received by re-letting under above option (a) and the rent shall not be promptly paid to LESSOR by the new lessee, or if rentals received from re-letting under above option (b) during any month is less than that to be paid during that month by LESSEE under this Agreement, LESSEE shall pay any deficiency to LESSOR. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the Premises by LESSOR shall be construed as an election on the part of LESSOR to terminate this Agreement unless a written notice of LESSOR 's intention to terminate this Agreement is given to LESSEE or unless the termination of this Agreement is decreed by a court of competent jurisdiction.

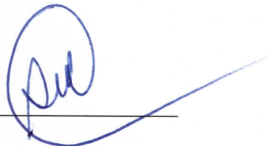
Notwithstanding any re-letting without termination, LESSOR may, at any time after that, elect to terminate this Agreement for any previous breach. Should LESSOR at any time terminate this Agreement for any breach, in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to Rent provided for in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR.

22. LESSOR'S RIGHT TO PERFORM: In the event that LESSEE by failing or neglecting to do or perform any act or thing provided for in this Agreement, defaults under this Agreement and the failure continues for a period of fifteen (15) days after written notice from LESSOR specifying the nature of the act or thing to be done or performed, then LESSOR may, but shall not be required to, do or perform or cause to be done or performed the act or thing, entering on the Premises for that purpose, if LESSOR shall so elect, and LESSOR shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to LESSEE on account of it, and LESSEE shall repay to LESSOR on demand any expenses, including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this Section shall not be construed as a waiver of any such default by LESSEE, or as a waiver of any covenant, term, or condition contained in this Agreement or the performance of it, or of any other right or remedy of LESSOR. All amounts payable by LESSEE to LESSOR under any of the provisions of this Agreement, if not paid when the amounts become due as in this Agreement provided, shall bear interest from the date they become due until paid at the rate of twelve percent (12%) per annum.

23. NOTICES: Whenever any notice is required or permitted by this Agreement to be given, such notice shall be addressed to:

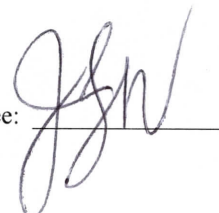
23.1 AS TO LESSOR: The City Manager of Avon Park, 110 E. Main Street, Avon Park, FL 33825

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23.2 AS TO LESSEE: Jerry L. Wise, AG Flying Service, Inc., 1535 SR 64 West, Ste. 102, Avon Park, FL 33825, Telephone: _____; Cellular: _____

24. WAIVER OF BREACH: The waiver by LESSOR or LESSEE of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

25. SEVERABILITY: It is the intention of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

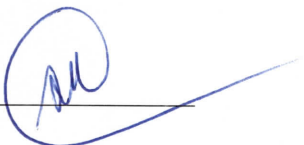
26. ATTORNEYS' FEES AND COSTS: If either party takes legal action to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to an award of all costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

27. ENVIRONMENTAL PROTECTION: LESSEE covenants and agrees to discharge only domestic waste in LESSOR'S sewer system, and such discharge flow will not exceed the amount contracted for with the utilities department of LESSOR. LESSEE shall not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable federal or state laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever except and unless as expressly permitted by this Agreement. LESSEE shall at all times comply with all applicable Environmental Laws applicable to the use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, and includes, but is not limited to, the Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such may be amended during the term of this Agreement.

28. AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

29. TAXES: Any taxes (including, without limitation Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Agreement, the Rent and/or the Premises shall be paid by LESSEE when due. Should said taxes be billed to LESSOR, they shall be

Initial by Lessor:



Initial by Lessee:



considered unpaid additional Rent if not paid when due and failure to pay said taxes shall be considered a default hereunder.

30. UTILITIES AND SERVICES: LESSEE is required to use LESSOR'S water and sewer system. LESSEE further agrees to pay when due all charges and expenses for water, sewer services, and fire protection, and all other utilities and services used in connection with the Premises as such charges and expenses are added or amended from time-to-time. LESSEE shall arrange for and pay any and all utility service or commodity procured or consumed by LESSEE or otherwise required to be paid by LESSOR's Rules.

31. REMEDIES CUMULATIVE: All remedies conferred on LESSOR shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

32. EXHIBITS INCLUDED; SECTION CAPTIONS: All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

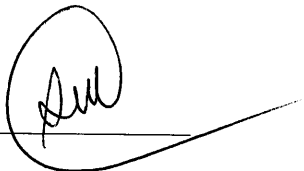
33. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP: The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

34. RECORDATION: This Agreement may not be recorded without LESSOR's prior written consent, and LESSEE agrees, upon request of LESSOR, to execute a memorandum hereof for recording purposes.

35. 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 your county health department.

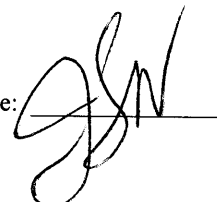
36. COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS: This Agreement may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

Initial by Lessor:



Page 12 of 14

Initial by Lessee:

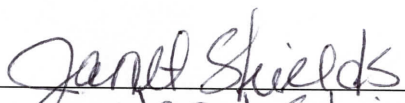


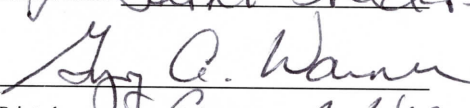
37. EFFECTIVE DATE: This Agreement shall be effective on the date executed by both parties as stated above, and all terms and conditions stated herein shall apply as of that day. If not stated above, but executed by both parties, the effective date shall be the date when this Agreement was approved by the City Council for LESSOR.

38. AUTHORITY OF LESSEE: LESSEE represents and warrants to LESSOR that LESSEE is a corporation, duly organized under the laws of Alabama and authorized to do business in Florida, and that LESSEE has the lawful right, power, authority and capacity to enter into this Agreement and to carry out the terms, provisions and conditions hereof.

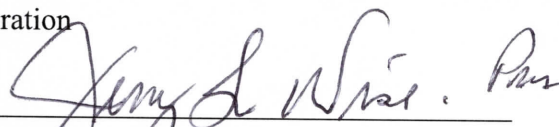
LESSEE

Witnesses:


Printed name: Janet Shields


Printed name: Gregory A. Warner

AG FLYING SERVICE INC., an Alabama corporation

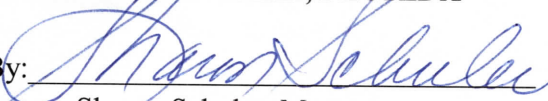
By: 
Jerry L. Wise, President

LESSOR

ATTESTED:


Maria Sutherland, City Clerk

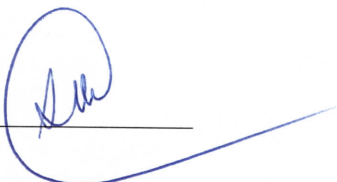
CITY OF AVON PARK, FLORIDA

By: 
Sharon Schuler, Mayor

APPROVED AS TO FORM AND CONTENT:

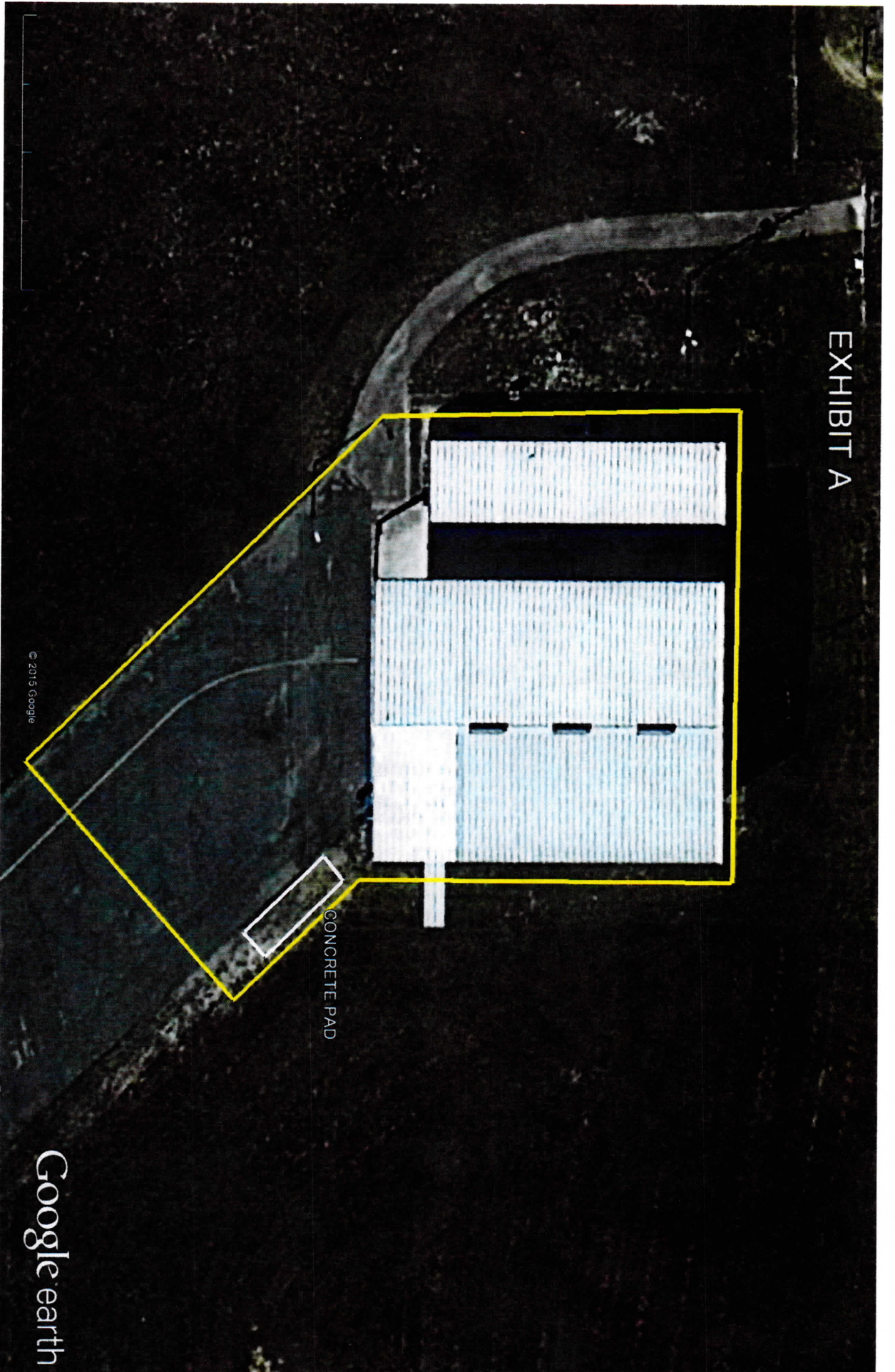
Gerald T. Buhr, City Attorney

Initial by Lessor: _____



Initial by Lessee: _____

EXHIBIT A



CONCRETE PAD

© 2015 Google

Google earth

feet
meters

200

70

Google earth

Addendum to Commercial Lease Agreement

THIS ADDENDUM TO COMMERCIAL LEASE AGREEMENT (the "Addendum") is made and entered into as of MAY 30, 2019 by and between the CITY OF AVON PARK, a municipal corporation of the State of Florida ("Lessor") and AG FLYING SERVICE, INC., an Alabama corporation ("Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Commercial Lease Agreement (the "Lease") dated as of July 1, 2015.

WHEREAS, a default has occurred and is continuing pursuant to Section 29 of the Lease in that Lessee owes Lessor \$13,925.64 in property taxes for 2016, 2017, and 2018.

WHEREAS, Lessor agrees to forebear enforcement of the amounts due and owing, but only upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing facts and other good and valuable consideration as set forth above, the receipt of and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The above Recitals are true and accurate and by this reference are incorporated as if fully set forth herein.

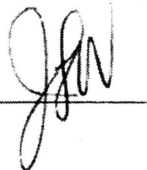
2. Definitions. All capitalized terms used but not defined in this Addendum shall have the meanings ascribed thereto in the Lease.

3. Acknowledgement of Indebtedness and Default. Lessee acknowledges that a default, which is material, has occurred under the Lease and that \$13,925.64 (the "Amount Due") is due and owing to Lessor.

4. Addendum to Paragraph 5 of Lease. Paragraph 5 of the Lease is hereby modified by inserting at the end of the existing text of such paragraph, additional language as follows: In addition to the Rent specified in Paragraph 5 of the Lease, Lessee agrees to pay the Amount Due by paying Lessor \$386.82 per month, beginning on June 1, 2019, and continuing thereafter on the same day of each succeeding month for thirty-five (35) additional months (the "Addendum Term"). These amounts are considered unpaid additional rent if not paid when due and failure to pay said amounts shall be considered a default under this Addendum and the Lease.

5. Addendum to Paragraph 29 of the Lease. Paragraph 29 of the Lease is hereby modified by replacing the last sentence of such paragraph with the following language: Beginning on the first day of the month after Lessor's receipt of the property tax bill and continuing thereafter on the same day of each succeeding month for eleven (11) additional months, Lessee agrees to pay Lessor one twelfth (1/12) of the amount of the property taxes

Initial by Lessee:



Initial by Lessor:

JGA

owed. These amounts are considered unpaid additional rent if not paid when due and failure to pay said amounts shall be considered a default under this Addendum and the Lease.

6. Lessor's Forbearance. Provided that no further defaults occur under this Addendum or under the Lease, Lessor agrees, subject to the terms and conditions set forth in this Addendum, not to exercise any of its remedies under the Lease, applicable law, or otherwise available to Lessor, to collect the Amount Due for the Addendum Term.

7. Termination. Should Lessee terminate the Lease prior to the Addendum Term, Lessee shall be responsible for and shall pay to Lessor the remainder of the Amount Due, plus the prorated property taxes for the year in which the termination occurs.

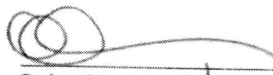
8. Miscellaneous.

a. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall prevail.

b. Except as modified herein, the Lease remains unchanged and is hereby ratified and confirmed in all respects.

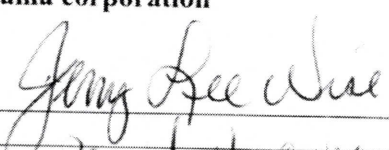
IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed by their duly authorized representatives as of the date beneath their respective signatures.

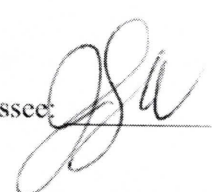
Witnesses:


Print Name: Citise Fitzpatrick

Print Name: _____

CITY OF AVOCA
LESSEE:
AG FLYING SERVICE, INC.,
an Alabama corporation
1926
Highlands County, Florida


Name: Jerry Lee Wise
Title: President owner/operator

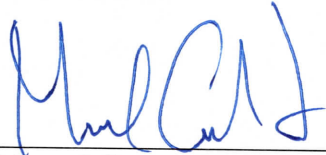
Initial by Lessee: 

Initial by Lessor: JGA

LESSOR:

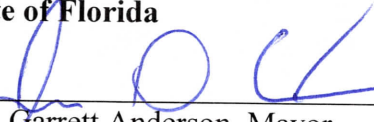
ATTESTED:

CITY OF AVON PARK,
a municipal corporation of the
State of Florida

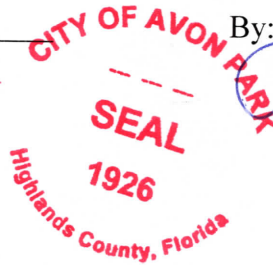


Manuel Cortazal, City Clerk

By:



Garrett Anderson, Mayor



APPROVED AS TO FORM
AND CONTENT:



Gerald T. Buhr, Attorney