

**Sebring Airport Authority
Board Meeting Agenda
May 20, 2021**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) Call to Order
- b) Invocation
- c) Roll Call
- d) Election of Officers
- e) Announcements

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
05/31/2021		Memorial Day – Offices will be Closed	
06/17/2021	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

Interested persons may attend that meeting by calling 754-837-9893 and entering the following conference code 148-135-115#.

2. MISCELLANEOUS

3. CONSENT AGENDA

- a) Approve April 2021 Minutes
- b) Approve April 2021 Invoices

4. ACTION ITEMS

- a). Turf Care Supply Corp. Lease – Bldgs. 916-917-918-919
- b). Turf Care Supply Corp. Landlord Waiver
- c). Resolution 21-05 Approving Budget Amendment S21-04

CONTINGENT ACTION ITEMS

- d). SEF Track Reconstruction – American Railroad Company Change Order #2

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

- FBO Report – Jason Ali

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

Note: Additional staff items may be interested if the come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
April 15, 2021**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on April 15, 2021 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Craig Johnson	-	Chairman
Pete McDevitt	-	Vice Chairman
Mark Andrews	-	Secretary
Sidney Valentine	-	Board Member
Stanley Wells	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Mike Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority
Eldy Gall	-	Spring Lake Improvement Assoc
Craig Sucich	-	Avcon
Casey Wohl	-	Highlands TDC
Kathy Rapp	-	HCBOCC

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Mike Swaine.
- C. **Roll Call**
Craig Johnson, Mark Andrews, Pete McDevitt, Terrill Morris and Stanley Wells were in person Sid Valentine was telephonically present for the meeting. Carl Cool was absent. Chairman asked if anyone wanted to be identified as a caller.
- D. **Announcements**
Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

2. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by Mark Andrews to approve the Consent Agenda and a second by Stanley Well. The motion was passed with aye votes by Wells, McDevitt, Morris, Valentine and Andrews. Johnson abstained.

3. MISCELLANEOUS

4. ACTION ITEMS

A. FLG Lease Renewal

This item was presented by Mike Willingham. There was a motion by Pete McDevitt to approve and a second by Mark Andrews. The motion was passed with aye votes by Johnson, Morris, Wells, McDevitt, Valentine, and Andrews.

B. Bobby Ore Motorsports Lease Renewal

This item was presented by Mike Willingham. There was a motion by Pete McDevitt to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Wells, McDevitt, Morris, Valentine, and Andrews.

C. Resolution 21-04 Approving Budget Amendment S21-03

This item was presented by Colleen Plonsky. There was a motion by Pete McDevitt to approve the Consent Agenda and a second by Carl Cool. The motion was passed with aye votes by Johnson, Wells, McDevitt, Morris, Valentine, and Andrews.

D. Amhurst Consulting Company, LLC - A

This item was presented by Mike Willingham. There was a motion by Stanley Wells to approve and a second by Pete McDevitt. The motion was passed with aye votes by Johnson, Wells, McDevitt, Valentine, Morris, and Andrews.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and Jason Ali spoke about the Range/FBO activities.

Casey Wohl gave the board an overview of the TDC activities.

6. BOARD OF DIRECTOR'S BUSINESS


7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 2pm.



Mike Willingham, Executive Director



Approved by Board

Invoices Paid In April 2021 Presented In May 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
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TOTAL PAID INVOICES: \$38,381.96

April 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
4/2/2021	COLE AUTO SUPPLY INC	\$25.73	FBO: NAPA 3123 Fuel Filter for Avgas Fuel Truck
4/2/2021	YARBROUGH TIRE & SERVICE	\$530.30	FBO: Ten Golf Cart Tires to be Used on FBO Golf Carts when Applicable
4/6/2021	DISH NETWORK-ONE TIME	\$121.32	FBO: Monthly Satellite Service for Pilot's Lounge - April 2021
4/6/2021	REPUBLIC SERVICES TRASH	\$211.88	SAA/FBO: Monthly Recycling Service - April 2021
4/6/2021	SHELL OIL 57542517701	\$21.43	FBO: Fuel for Courtesy Town Car
4/6/2021	SHELL OIL 57542517701	\$44.86	FBO: Fuel for Courtesy Chevy Tahoe
4/6/2021	YARBROUGH TIRE & SERVICE	\$51.95	FBO: Oil Change on Courtesy Lincoln Town Car
4/7/2021	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
4/7/2021	SHELL OIL 57542517701	\$70.00	SAA: Fuel for Maintenance Truck
4/7/2021	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - April 2021
4/8/2021	APEX OFFICE PRODUCTS INC	\$67.50	SAA: Laser Ink Cartridges
4/8/2021	FBO-STORE	\$147.47	FBO: Various Placards for Fuel Trucks and Fuel Tanks
4/8/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services April 2021
4/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
4/13/2021	ALAN JAY FORD LINCOLN	\$58.75	SAA: Oil Change and Tire Rotation for Ford Explorer
4/13/2021	SHELL OIL 57542517701	\$41.75	FBO: Fuel for Courtesy Town Car
4/13/2021	TRIANGLE HARDWARE	\$17.99	FBO: Combination Padlock for Control Tower
4/13/2021	TRTAX&ACTGPROFESSIONAL	\$260.00	SAA: Monthly Subscription Fixed Asset Software
4/14/2021	RACEWAY 994 53609947	\$60.00	SAA: Fuel for Maintenance Truck
4/14/2021	VERIZONWRLSS RTCCR VB	\$883.45	SAA/FBO: Monthly Mobile Service March 2021
4/16/2021	OFFICE DEPOT #2362	\$33.99	SAA: Laser Ink Cartridges
4/16/2021	USPS PO 1184910873	\$15.90	SAA: Two Priority Mail - Kovens
4/17/2021	PDF.FILLER	\$96.00	SAA: Software Director of Finance
4/17/2021	URBAN LAND INSTITUTE	\$20.00	SAA: Executive Director Membership Fee
4/20/2021	ALLEN ENTERPRISES INC	\$833.18	SAA: Runway Lighting
4/21/2021	RACEWAY 994 53609947	\$61.00	SAA: Fuel for Maintenance Truck
4/22/2021	APEX OFFICE PRODUCTS INC	\$81.98	SAA: Laser Ink Cartridges
4/22/2021	GAMMON TECHNICAL PRODUCTS	\$217.00	FBO: Plastic Membranes Used in Jet Fuel Quality Control Tests
4/22/2021	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
4/23/2021	PP ARCHERSART	\$515.00	SAA: Art Work Director of Finance Office
4/24/2021	EXXONMOBIL 98809494	\$40.90	SAA: Executive Directors Vehicle Fuel
4/24/2021	RUNWAY CAFE	\$12.66	SAA: Executive Director Lunch I. Lockwood
4/25/2021	MICHAELS STORES 7764	\$25.78	SAA: Office Supplies Director of Finance
4/26/2021	WING AERO PRODUCTS	\$97.05	FBO: Products for Resale to FBO Customers
4/27/2021	SHELL OIL 57542517701	\$67.55	FBO: Fuel for Courtesy Chevy Tahoe
4/28/2021	COLE AUTO SUPPLY INC	\$262.09	SAA: Batteries for Golf Cart and John Deere Gator and Stop Leak Tires

April 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
4/28/2021	ISLAND GYPSY MARINA	\$10.22	SAA: Marco Island Ribbon Cutting: Tea for Staff
4/28/2021	MARCO ISLAND EXECUTIVE AIR	\$55.40	SAA: AvGas 100LL Trip to Ribbon Cutting Ceremony
4/28/2021	SHELL OIL 57542517701	\$66.00	SAA: Fuel for Maintenance Truck
4/29/2021	APEX OFFICE PRODUCTS INC	\$34.68	SAA: Binders
4/29/2021	CELLULAR SALES CF-27	\$125.97	SAA: Apple iPhone 12 and Accessories for Airport Manager
4/29/2021	FIS OUTDOOR	\$19.49	SAA: Plumbing Supplies for Control Tower
4/30/2021	APEX OFFICE PRODUCTS INC	\$47.98	FBO: Pens for FBO
4/30/2021	AUVSI	\$429.00	SAA: Executive Director Registration: AUVSI Potential 2021
4/30/2021	THE HOME DEPOT #6340	\$140.71	SAA: Lubricant for Maintenance and Ballasts for Terminal Building
4/30/2021	WWW.SENTRYLINK.COM	\$19.95	SAA: Background Check on SAA Employee
5/3/2021	FLORIDA DEPT OF STATE	\$61.25	SAA: US Sport Aviation 2021 FL Annual Report
5/3/2021	SAM RENEWAL SUPPORT	\$699.00	SAA: 2 YR SAM Renewal Support

Total Due: \$7,914.02

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 5/11/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&LLOCK Craig D. Curtis									
3387	5/6/2021	6/5/2021	115.00	115.00	0.00	0.00	0.00	0.00	SAA: Install Dead Bolt Lock on Exterior Door on Second Floor at Tecnam
Vendor A&LLOCK Totals:			<u>115.00</u>	<u>115.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLENNO Allen Norton & Blue, P.A.									
152523	4/30/2021	5/30/2021	300.00	300.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - RE: RFP SAA Security Service, ADA Requirements, Background Checks, TSA Regulations
Vendor ALLENNO Totals:			<u>300.00</u>	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins									
1948951 OC	4/30/2021	5/30/2021	3,772.50	3,772.50	0.00	0.00	0.00	0.00	SAA: April 2021 General On-Call Services
Vendor ATKINS Totals:			<u>3,772.50</u>	<u>3,772.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
119962 OC	4/30/2021	5/30/2021	2,253.25	2,253.25	0.00	0.00	0.00	0.00	SAA: April 2021 General On-Call Services
Vendor AVCON Totals:			<u>2,253.25</u>	<u>2,253.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BUGS Bugs Bee-Ware Ext., Inc.									
103701	5/8/2021	5/22/2021	385.00	385.00	0.00	0.00	0.00	0.00	SAA: Palm Tree Injections
Vendor BUGS Totals:			<u>385.00</u>	<u>385.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CALEUS Mathias Hutzenlaub									
399	4/30/2021	5/30/2021	7,504.60	7,504.60	0.00	0.00	0.00	0.00	SAA: April 2021 Security Service
Vendor CALEUS Totals:			<u>7,504.60</u>	<u>7,504.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4082756379	4/28/2021	5/28/2021	86.46	86.46	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees
4083353405	5/5/2021	6/4/2021	382.46	382.46	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for Employees
4084022728	5/12/2021	6/11/2021	89.06	89.06	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees
Vendor CINTAS Totals:			<u>557.98</u>	<u>557.98</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 5/11/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
DIANARI Diana Ries Designs, Inc.									
13614	4/30/2021	5/30/2021	1,280.00	1,280.00	0.00	0.00	0.00	0.00	SAA/CRA/YAZ: April 2021 Website Updates
Vendor DIANARI Totals:			<u>1,280.00</u>	<u>1,280.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
EDWMED Edwards Mediation & General Counsel Services, PLLC									
421	4/30/2021	5/30/2021	562.50	562.50	0.00	0.00	0.00	0.00	CRA: April 2021 Services; Review Ordinances, Second Plan Update & 2020 Audited Financial Statements
Vendor EDWMED Totals:			<u>562.50</u>	<u>562.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2188	5/1/2021	5/31/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: May 2021 Lawn & Landscape Care
Vendor JACKS Totals:			<u>7,750.00</u>	<u>7,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1539998 CITY	4/30/2021	5/30/2021	216.00	216.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - Water Issues
Vendor SHUTTS Totals:			<u>216.00</u>	<u>216.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
2655 OC	4/30/2021	5/30/2021	3,602.50	3,602.50	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - General On-Call Services
2656	4/30/2021	5/30/2021	1,277.00	1,277.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - Ketelaars Claim
Vendor SWAINE Totals:			<u>4,879.50</u>	<u>4,879.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>29,576.33</u></u>	<u><u>29,576.33</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 5/11/2021
Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
739901	3/29/2021	5/13/2021	17,982.97	0.00	17,982.97	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
739904	4/15/2021	5/30/2021	17,706.74	17,706.74	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
747653	4/27/2021	5/17/2021	18,114.88	18,114.88	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
747654	4/28/2021	5/18/2021	29,178.92	29,178.92	0.00	0.00	0.00	0.00	FBO: 100LL AvGas Fuel at Sebring
S024173	5/1/2021	5/21/2021	297.50	297.50	0.00	0.00	0.00	0.00	FBO: May 2021 VX520 Comm Fee & Warranty
M253033	5/5/2021	5/25/2021	62.24	62.24	0.00	0.00	0.00	0.00	FBO: WingPoints Issued Thorough 5.5.21
Vendor ASCENT Totals:			<u>83,343.25</u>	<u>65,360.28</u>	<u>17,982.97</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>83,343.25</u></u>	<u><u>65,360.28</u></u>	<u><u>17,982.97</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: May 20, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Turf Care Supply Corp. Lease – Bldgs. 916-917-918-919

BACKGROUND: Turf Care Supply Corp. would like to lease Bldgs. 916-917-918-919 with the following terms.

Lease Amount: \$35,875 per month

Term: Two years starting June 1, 2021

Options: Three, one-year options to renew adding CPI each renewal.

Turf Care will be using building 919 for finished goods warehousing and distribution. They are also consolidating warehouse operations in Lakeland and Jacksonville. Space unused by Turf Care may be subleased.

There will be no manufacturing or loose material in the buildings. All inventory will be bagged and sealed.

Staff recommends approval.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
TURF CARE SUPPLY CORP.**

THIS LEASE AGREEMENT is made and entered into this 20th day of May, 2021, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **TURF CARE SUPPLY CORP.**, a Delaware corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,

WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said property from LANDLORD

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM**. The term of this Lease Agreement shall be for two (2) years commencing on June 1, 2021, and ending on May 31, 2023, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement are Buildings 916, 917, 918 and 919 at Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").
3. **USE**. The Premises shall not be occupied by TENANT until completion of the alterations by TENANT set forth in paragraph 15. The Premises are to be used by TENANT for the purpose of manufacturing, storage and distribution of lawn care products and supplies. TENANT shall safeguard all products and supplies and transport all in airtight containers. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT**. TENANT hereby agrees to pay rent to LANDLORD of \$35,875.00 per month and shall be paid together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month during the first year of the lease term. Beginning the second year of the lease term and on the same day of each year thereafter, if extended, the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease. TENANT shall pay to LANDLORD a security deposit in the amount of \$100,000.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **LATE PAYMENTS**. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS**. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT three (3) options to renew this Lease for an additional term of one (1) year each, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the rent shall be adjusted upward in accordance with paragraph 4 above. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months' notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months' notice.

10. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD's sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

11. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. TENANT shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including

removable trade fixtures and TENANT'S leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT'S compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the gross negligence of LANDLORD.

ADDITIONAL INSURANCE. LANDLORD requires the following additional types of insurance.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage

12. ASSIGNMENT. TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld.

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said 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 LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT shall, at TENANT's expense, complete the interior build-out of the warehouse, if necessary, and design, permit and construct a firewall to separate the leasehold, all subject to LANDLORD's review and approval, prior to occupancy of the Premises. TENANT shall make no other material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

16. NO LIENS CREATED. TENANT 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 TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

17. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America 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 Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant

TENANT 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 effective.

19. **NON-DISCRIMINATION**. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. **MAINTENANCE AND REPAIRS**. TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

21. **COMMON AREA MAINTENANCE**. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

22. **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 privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

23. **FUTURE AGREEMENTS OF THE AIRPORT**. The terms and conditions hereof shall not be construed to prevent LANDLORD 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.

24. **NOTICES**. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Chief Financial Officer
Turf Care Supply Corp.
50 Pearl Road, Suite 200
Brunswick, OH 44212
Fax: 330-558-0915
Email: jbailey@tcsusa.com

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Email: mike@sebring-airport.com

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

25. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

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

27. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

28. LEASE RESTRICTIONS. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

29. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

30. DANGEROUS ACTIVITIES PROHIBITED. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

31. AIRPORT FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

32. AIRPORT PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

33. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related

items comprise a significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience TENANT. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

34. AIRPORT PROTECTION. The following shall be conditions of this lease:

A. LANDLORD 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 Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

35. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

36. ENVIRONMENTAL MATTERS.

A. TENANT covenants that, other than Allowable Amounts (as defined below), TENANT will not use, handle, generate or store any Hazardous Materials (as defined below) on or about the Premises. Other than Allowable Amounts, TENANT will not cause any Hazardous Materials 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.

B. As used in this Lease, the term "Allowable Amounts" shall mean, with respect to any given Hazardous Material, a level or quantity of such Hazardous Material in any given form or combination of forms that (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in TENANT's operations. As used in this Lease, the term "Hazardous Materials" shall mean any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law. As used in this Lease Agreement, the term "Environmental Laws" means any local, state or federal law pertaining to environmental regulation, contamination or clean-up, public health and safety, worker health and safety, and worker and community right-to-know, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations.

C. TENANT shall promptly notify LANDLORD if TENANT shall become aware that the Premises are in violation or are alleged to be in violation of any Environmental Laws. Tenant shall cure any violations of Environmental Laws caused by TENANT or any of its agents, employees or representatives or any predecessor in interest of TENANT who was a tenant of LANDLORD under a lease agreement with respect to the Premises. TENANT shall not be responsible or otherwise liable for damages or violations of Environmental Laws that are not

caused by actions or inactions of TENANT or its agents, employees, predecessor in interest, or representatives. LANDLORD shall cure any other violations of Environmental Laws on or affecting the Premises caused by any action or inaction of Landlord, or its employees, agents, representatives or invitees, including, without limitation, any violations of Environmental Laws or other applicable laws arising from Radon gas at the Premises, and in the event Landlord fails to commence said cure within a reasonable amount of time, TENANT may, at its sole option and without liability to LANDLORD, terminate this Lease upon thirty (30) days prior written notice to LANDLORD. TENANT shall indemnify and hold LANDLORD harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by LANDLORD as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials by Tenant or any of its agents, employees, or representatives. LANDLORD shall indemnify (unless such indemnification is prohibited by applicable law) and hold TENANT and its affiliates harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by TENANT or its affiliates as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials, including Radon, on or about the Premises by LANDLORD or its agents, employees, representatives or its invitees, or that were in existence on or about the Premises at or prior to the commencement date of this Lease. Such indemnities shall survive termination of this Lease Agreement, whether by lapse of time or otherwise.

37. 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 public health unit. Pursuant to §404.056(8), Florida Statutes.

38. STORM WATER POLLUTION PREVENTION PLAN. Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

39. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

40. **LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

42. **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.

43. **TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

44. **UTILITIES AND SERVICES.** LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

45. **SUITABILITY OF PREMISES.** TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

46. **SIGNAGE.** All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably

withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's leased area at the Airport and Industrial Park.

47. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.


48. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

49. TIME. Time is of the essence of this agreement.


50. MULTIPLE ORIGINALS. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

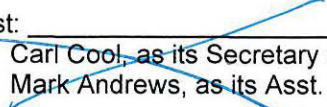
LANDLORD: SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida


Printed Name: Beverly K. Glarner


Printed Name: Colleen Plonky

By: 
 D. Craig Johnson, as its Chair or
 Pete McDevitt, as its Vice Chair

Mike Williamson, Esq. Director

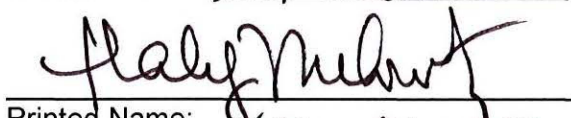
Attest: 
 Carl Cool, as its Secretary or
 Mark Andrews, as its Asst. Secretary

(Corporate Seal)




WITNESSES:


Printed Name: LORI MILOWITZ


Printed Name: HALEY MILOWITZ

TENANT: TENANT: TURF CARE SUPPLY CORP., a Delaware corporation

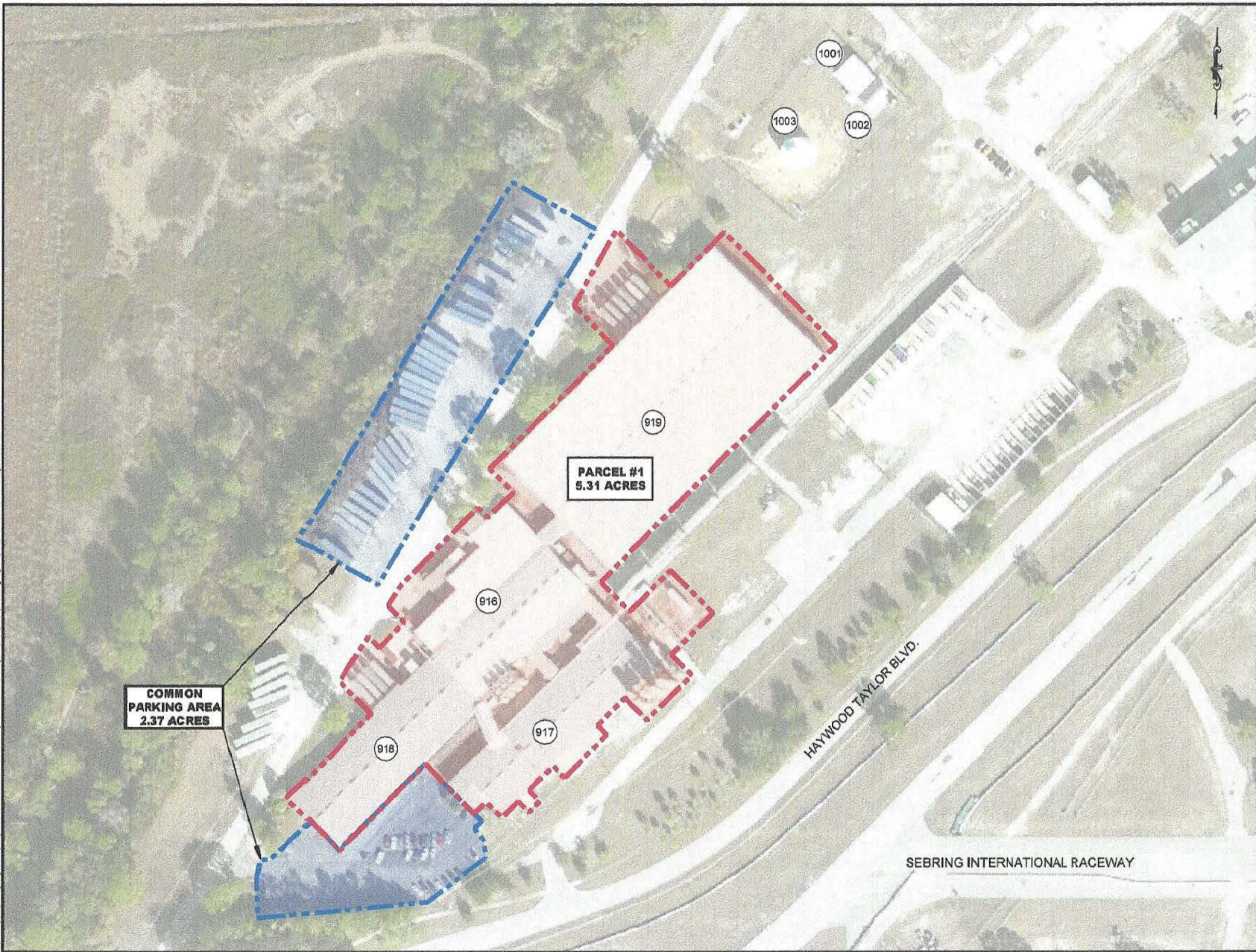
By: 
William Milowitz, as its President

(Corporate Seal)

Exhibit Attached:

A. Map/Real Property Description

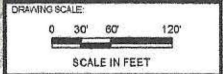
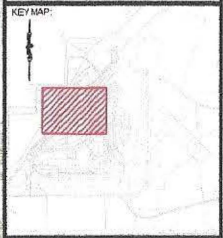
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SEBRING REGIONAL AIRPORT
128 AUTHORITY LANE
SEBRING, FL 33870

ATKINS

412 SOUTH WELLES ROAD
GAINESVILLE, FL 32609
TEL: 1-877-847-7275 FAX: 1-407-805-4550
www.atkinsglobal.com/airportservices.com
FBPR CA NO. 24



PROJECT NAME:

AIRPORT LEASE AGREEMENTS

SHEET TITLE:

TURF CARE LEASE AREA EXHIBIT

SHEET NO.:

EX-1

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: May 20, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Turf Care Supply Corp. Landlord Waiver – Bldgs. 916-917-918-919

BACKGROUND: TurfCare is a long-time tenant at the Airport and wishes to expand its presence on the Airport property by leasing Buildings 916, 917, 918, and 919. Those buildings were formerly leased by Genpak. The buildings will be used by Turf Care to store finished fertilizer products. TurfCare is consolidating its finished product storage at the Airport in lieu of storage sites elsewhere in Central and North Florida.

Staff recommends approval.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

LANDLORD'S ACKNOWLEDGMENT AND AGREEMENT

TURF CARE SUPPLY CORP., a Delaware corporation ("Tenant"), is the tenant of the premises commonly known as Building 916, Building 917, 918 and 919 at Sebring Regional Airport and Industrial Park ("Premises"), as the same is more fully described in that certain lease (as amended, restated or replaced, "Lease") between Tenant and the undersigned, as landlord ("Landlord"). The undersigned is the sole owner of the Premises and states that a true and complete copy of the Lease and all amendments, modifications, riders and addenda thereto are attached hereto as Exhibit A and made a part of this Landlord's Acknowledgment.

KeyBank National Association ("Lender") has entered into that certain Credit and Security Agreement, dated as of November 14, 2018, with Tenant (as the same may be amended, amended and restated or otherwise modified from time to time, the "Credit Agreement"), and to secure the obligations arising under such financing transactions, Tenant has granted to Lender a security interest in and lien upon all or substantially all of their tangible and intangible property, including, without limitation, all of their cash, cash equivalents, receivables, goods, inventory, machinery, equipment, and furniture, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, the "Collateral").

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

To induce Lender to continue to provide financial accommodations to Tenant under the Credit Agreement, and for other good and valuable consideration, Landlord agrees that:

(i) Landlord will not assert any statutory, possessory or other liens, including, without limitation, rights of levy, attachment or distraint for rent against any of the Collateral, all of which Landlord hereby waives;

(ii) none of the Collateral shall be deemed to be part of the realty constituting the Premises, whether or not attached to the realty, so long as any part of the Collateral that is attached to the realty may be readily detached from the realty without damaging walls, floors, ceilings or other parts of the realty;

(iii) Landlord will notify Lender in writing if Tenant defaults on Tenant's obligations under the Lease (a "Default Notice"), which such Default Notice shall describe the nature of such default, and shall allow Lender fifteen (15) days from its receipt of such notice in which to cure or cause Tenant to cure any such default; provided, however, that nothing contained in this Landlord's Acknowledgment shall obligate Lender to cure any such default; Landlord will promptly respond to any written request of Lender and provide Lender with a copy of the most current Lease (including any amendments thereto) and provide Lender with such other information that Lender requests in any such written request regarding the Lease, the Tenant, and the Premises, in each

case such information being complete and correct to the best knowledge of Landlord;

(iv) if, for any reason, Landlord either deems that Landlord is entitled to redeem or to take possession of the Premises during the term of the Lease, Landlord will notify Lender fifteen (15) days before taking such action or before such expiration;

(v) prior to a termination of the Lease, Lender (or its respective representatives and invitees) may enter upon the Premises at any time without any interference by Landlord to inspect or remove any or all of the Collateral, including, without limitation, by public auction or private sale pursuant to the provisions below;

(vi) upon a termination of the Lease, Landlord will permit Lender to enter and remain on the Premises for one hundred twenty (120) days after receipt by Lender of a Default Notice or, if the Lease has expired on its own terms (absent a default thereunder) for one hundred twenty (120) days after the last day of the Lease, provided Lender pays the rent and other charges payable under the Lease during the period it remains on the Premises and further provided that Lender assumes Tenant's responsibilities under the Lease which arise during such period of occupancy. During such period (the "Disposition Period"), (a) Lender (and its representatives and invitees) may inspect, repossess, remove and otherwise deal with the Collateral, and Lender may advertise and conduct public auctions or private sales of the Collateral at the Premises, in each case without interference by Landlord or liability of Lender to Landlord (other than as stated above), and (b) Lender shall make the Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Premises. If Lender conducts a public auction or private sale of the Collateral at the Premises, Lender shall use reasonable efforts to notify Landlord first and to hold such auction or sale in a manner which would not unduly disrupt Landlord's or any other tenant's use of the Premises. Lender shall promptly repair, at Lender's expense, any physical damage to the Premises actually caused by the conduct of such auction or sale and any removal of Collateral by or through Lender (ordinary wear and tear excluded). Lender shall not be liable for any diminution in value of the Premises caused by the absence of Collateral actually removed or by any necessity of replacing the Collateral, and Lender shall not have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by Tenant.

(vii) Landlord confirms the following to the Lender:

(a) the Lease is valid and subsisting and has not been amended, supplemented or superseded;

(b) Landlord is not in default of performance of any covenant, obligation or condition of the Lease and, to the best of the Landlord's knowledge and belief, Tenant is not in default of performance of any covenant, obligation or condition of the Lease;

(c) the current minimum or base rent is as set out in the Lease, Tenant is current in payment of all rent, additional rent and other monies due thereunder (collectively, the "Rents") and no Rents have been prepaid;

(d) neither Landlord nor Tenant has any obligations to the other in respect of the

Lease and the Premises which are not set out in the Lease; and

- (e) the Term of the Lease expires on June 30, 2022 with the options to renew for three (3) additional one (1) year terms.

All notices hereunder shall be in writing, directed by certified mail to the respective party at the addresses set forth below:

Lender: KeyBank National Association
4495 Everhard Road NW
Canton, Ohio 44718
Attention: KeyBank Commercial Banking
Telephone: (330) 497.3406
Facsimile: (330) 497.3400

Landlord: Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Attention: Current Chair

The agreements contained in this Landlord's Acknowledgment shall continue in full force until all of Tenant's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements between Lender and Tenant have been terminated or until the conclusion of the time periods set forth in paragraph (vi) above. Lender's rights pursuant to this Landlord's Acknowledgment shall not be terminated or otherwise adversely affected by any modification, extension, waiver, consent or other indulgence granted by Lender to Tenant. Without limiting the generality of the foregoing, Landlord waives notice of (a) Lender entering into any security agreement with Tenant or any other party, (b) the terms, conditions and other provisions of any security agreement and (c) all other notices, if any, which Landlord, but for this Landlord's Acknowledgment be or become entitled in respect of the Collateral.

Landlord will notify all Landlord's successors-in- interest to the Premises and all mortgagees of Landlord of the existence of this Landlord's Acknowledgment. The agreements contained in this Landlord's Acknowledgment may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of Landlord.

[The remainder of this page is intentionally left blank.]

IN WITNESS thereof, Landlord has executed and delivered this Landlord's Acknowledgment and Agreement as of May 20, 2021.

LANDLORD:

By: [Signature]
Mike Willingham, Executive Director

STATE OF FLORIDA)
) SS:
COUNTY OF HIGHLANDS)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 20th day of May, 2021 by means of physical presence or online notarization, of Mike Willingham, Executive Director of Sebring Airport Authority, a body politic and corporate of the State of Florida, who acknowledged that he did sign the foregoing instrument on behalf of Sebring Airport Authority and that the same is his free act and deed as such and _____ the free act and deed of Sebring Airport Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sebring ^{128 Authority Lane} Florida, this 20th day of May, 2021.



[Signature]

Notary Public
My commission expires:

Signature Page to
Landlord's Acknowledgment and Agreement

Exhibit A

Lease

See attached.

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
TURF CARE SUPPLY CORP.**

THIS LEASE AGREEMENT is made and entered into this 20th day of May, 2021, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **TURF CARE SUPPLY CORP.**, a Delaware corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,
WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,
WHEREAS, TENANT wishes to lease said property from LANDLORD

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM**. The term of this Lease Agreement shall be for two (2) years commencing on June 1, 2021, and ending on May 31, 2023, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement are Buildings 916, 917, 918 and 919 at Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").
3. **USE**. The Premises shall not be occupied by TENANT until completion of the alterations by TENANT set forth in paragraph 15. The Premises are to be used by TENANT for the purpose of manufacturing, storage and distribution of lawn care products and supplies. TENANT shall safeguard all products and supplies and transport all in airtight containers. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT**. TENANT hereby agrees to pay rent to LANDLORD of \$35,875.00 per month and shall be paid together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month during the first year of the lease term. Beginning the second year of the lease term and on the same day of each year thereafter, if extended, the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease. TENANT shall pay to LANDLORD a security deposit in the amount of \$100,000.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **LATE PAYMENTS**. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS**. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT three (3) options to renew this Lease for an additional term of one (1) year each, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the rent shall be adjusted upward in accordance with paragraph 4 above. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months' notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months' notice.

10. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD's sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

11. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. TENANT shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including

removable trade fixtures and TENANT'S leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT'S compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the gross negligence of LANDLORD.

ADDITIONAL INSURANCE. LANDLORD requires the following additional types of insurance.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage

12. ASSIGNMENT. TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld.

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said 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 LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT shall, at TENANT's expense, complete the interior build-out of the warehouse, if necessary, and design, permit and construct a firewall to separate the leasehold, all subject to LANDLORD's review and approval, prior to occupancy of the Premises. TENANT shall make no other material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

16. NO LIENS CREATED. TENANT 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 TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

17. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America 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 Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant

TENANT 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 effective.

19. **NON-DISCRIMINATION**. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. **MAINTENANCE AND REPAIRS**. TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

21. **COMMON AREA MAINTENANCE**. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

22. **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 privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

23. **FUTURE AGREEMENTS OF THE AIRPORT**. The terms and conditions hereof shall not be construed to prevent LANDLORD 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.

24. **NOTICES**. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Chief Financial Officer
Turf Care Supply Corp.
50 Pearl Road, Suite 200
Brunswick, OH 44212
Fax: 330-558-0915
Email: jbailey@tcsusa.com

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Email: mike@sebring-airport.com

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

25. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

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

27. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

28. LEASE RESTRICTIONS. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

29. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

30. DANGEROUS ACTIVITIES PROHIBITED. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

31. AIRPORT FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

32. AIRPORT PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

33. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related

items comprise a significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience TENANT. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

34. AIRPORT PROTECTION. The following shall be conditions of this lease:

A. LANDLORD 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 Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

35. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

36. ENVIRONMENTAL MATTERS.

A. TENANT covenants that, other than Allowable Amounts (as defined below), TENANT will not use, handle, generate or store any Hazardous Materials (as defined below) on or about the Premises. Other than Allowable Amounts, TENANT will not cause any Hazardous Materials 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.

B. As used in this Lease, the term "Allowable Amounts" shall mean, with respect to any given Hazardous Material, a level or quantity of such Hazardous Material in any given form or combination of forms that (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in TENANT's operations. As used in this Lease, the term "Hazardous Materials" shall mean any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law. As used in this Lease Agreement, the term "Environmental Laws" means any local, state or federal law pertaining to environmental regulation, contamination or clean-up, public health and safety, worker health and safety, and worker and community right-to-know, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations.

C. TENANT shall promptly notify LANDLORD if TENANT shall become aware that the Premises are in violation or are alleged to be in violation of any Environmental Laws. Tenant shall cure any violations of Environmental Laws caused by TENANT or any of its agents, employees or representatives or any predecessor in interest of TENANT who was a tenant of LANDLORD under a lease agreement with respect to the Premises. TENANT shall not be responsible or otherwise liable for damages or violations of Environmental Laws that are not

caused by actions or inactions of TENANT or its agents, employees, predecessor in interest, or representatives. LANDLORD shall cure any other violations of Environmental Laws on or affecting the Premises caused by any action or inaction of Landlord, or its employees, agents, representatives or invitees, including, without limitation, any violations of Environmental Laws or other applicable laws arising from Radon gas at the Premises, and in the event Landlord fails to commence said cure within a reasonable amount of time, TENANT may, at its sole option and without liability to LANDLORD, terminate this Lease upon thirty (30) days prior written notice to LANDLORD. TENANT shall indemnify and hold LANDLORD harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by LANDLORD as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials by Tenant or any of its agents, employees, or representatives. LANDLORD shall indemnify (unless such indemnification is prohibited by applicable law) and hold TENANT and its affiliates harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by TENANT or its affiliates as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials, including Radon, on or about the Premises by LANDLORD or its agents, employees, representatives or its invitees, or that were in existence on or about the Premises at or prior to the commencement date of this Lease. Such indemnities shall survive termination of this Lease Agreement, whether by lapse of time or otherwise.

37. 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 public health unit. Pursuant to §404.056(8), Florida Statutes.

38. STORM WATER POLLUTION PREVENTION PLAN. Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

39. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

40. **LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

42. **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.

43. **TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

44. **UTILITIES AND SERVICES.** LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

45. **SUITABILITY OF PREMISES.** TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

46. **SIGNAGE.** All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably

withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's leased area at the Airport and Industrial Park.

47. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

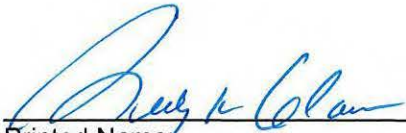
48. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

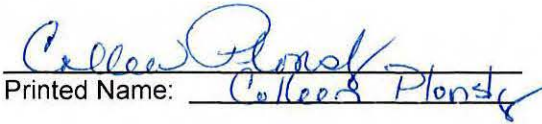
49. TIME. Time is of the essence of this agreement.

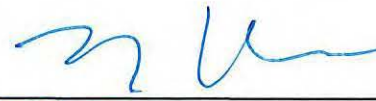
50. MULTIPLE ORIGINALS. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

LANDLORD: SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida


Printed Name: Beverly K. Glarner


Printed Name: Colleen Plonky

By: 

- D. Craig Johnson, as its Chair or
- Pete McDevitt, as its Vice Chair

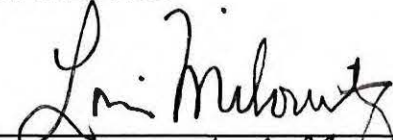
Mike Williamson, Esq. Director

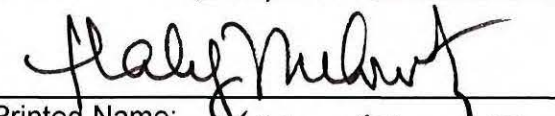
- Attest:
- Carl Cool, as its Secretary or
 - Mark Andrews, as its Asst. Secretary

(Corporate Seal)




WITNESSES:


Printed Name: LORI M. MILOWITZ


Printed Name: HALEY M. MILOWITZ

TENANT: TENANT: TURF CARE SUPPLY CORP., a Delaware corporation

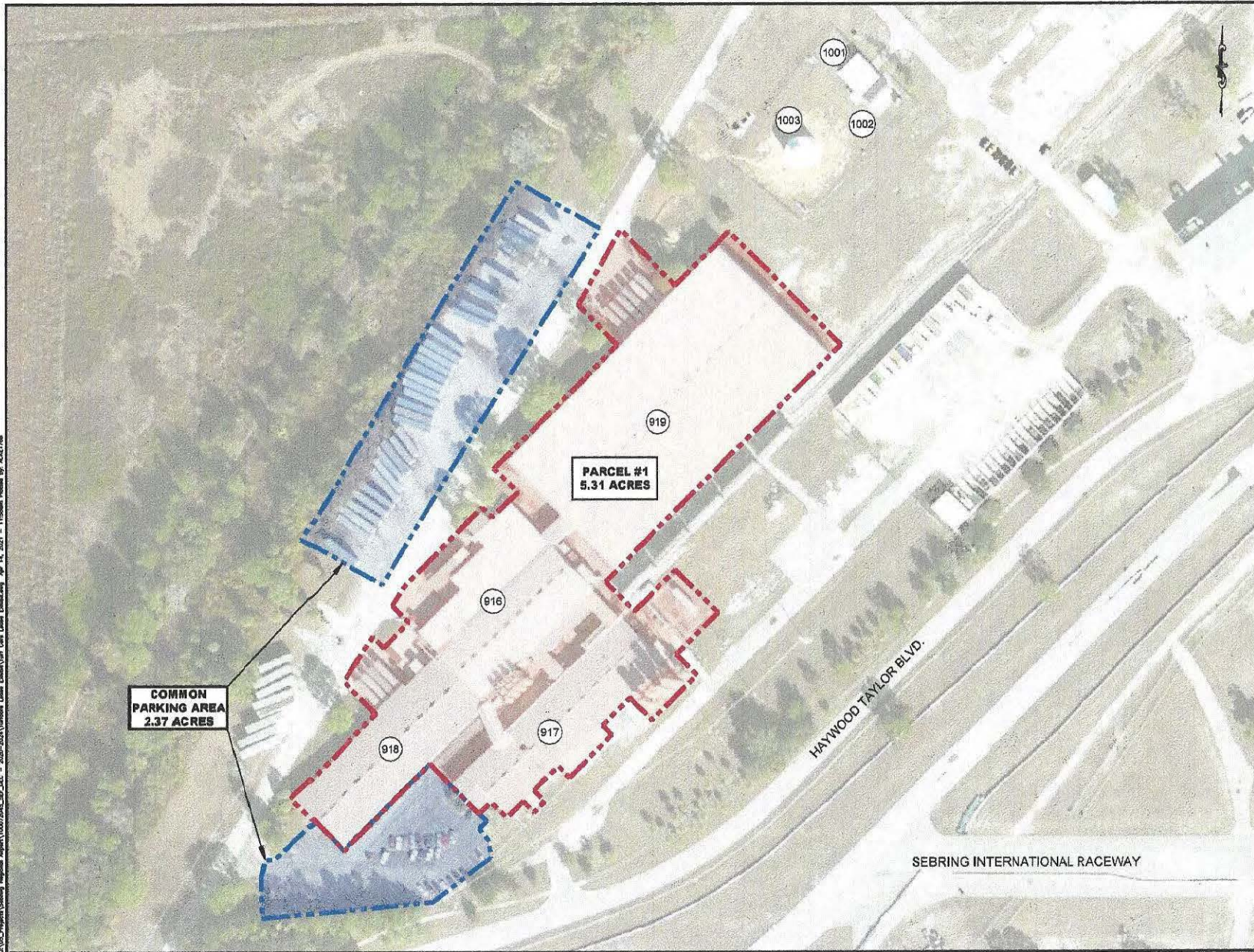
By: 
William Milowitz, as its President


(Corporate Seal)

Exhibit Attached:

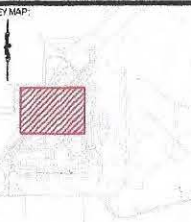
- A. Map/Real Property Description


J:\US_Projects\Sebring Regional Airport\10072924\07_02 - 2020-2024\Turf Care Lease Exhibit\Turf Care Lease Exhibit.dwg Apr 14, 2021 - 11:50am Plotted By: AC2021708




SEBRING REGIONAL AIRPORT
128 AUTHORITY LANE
SEBRING, FL 33870

ATKINS
442 SOUTH HELLER ROAD
CULBERTSON, FL 32810
TEL 1.407.847.7275 FAX 1.407.808.4550
www.atkins.com
FBPR CA NO. 24

KEY MAP:


DRAWING SCALE:

SCALE IN FEET

PROJECT NAME:
AIRPORT LEASE AGREEMENTS

SHEET TITLE:
TURF CARE LEASE AREA EXHIBIT

SHEET NO.:
EX-1

RESOLUTION SAA 21-05

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S21-04 TO
THE 2020-2021 BUDGET.**

WHEREAS, The Sebring Airport Authority is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

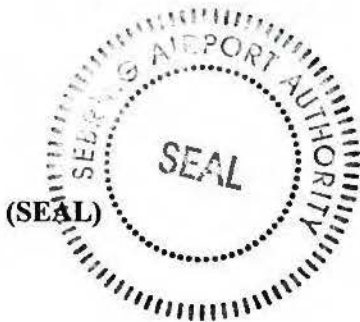
WHEREAS, said budget can be amended from time to time by action of the Sebring Airport Authority Board of Directors;

**NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS
OF THE SEBRING AIRPORT AUTHORITY AS FOLLOWS:**

SECTION 1. The Sebring Airport Authority hereby approves the 2020-2021 Budget Amendment S21-04 as presented.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 20th day of May 2021.




SEBRING AIRPORT AUTHORITY

By: 
Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S21-04
EFFECTIVE ACCOUNTING PERIOD: March 2021

5/20/2021

SUBMITTED BY: Colleen Plonsky
 SUBMITTED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 2/28/21	INCREASE	DECREASE	REVISED BUDGET	Reason:
FBO	344-011-FBO	Noncontract Military Fule Sale	\$ 30,000.00	\$ 40,000.00		\$ 70,000.00	Budget Understated
FBO	344-017-FBO	FBO Rental Car Commission Hertz	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00	Budget Understated
FBO	344-019-FBO	GPU Usage Fees	\$ 200.00	\$ 400.00		\$ 600.00	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
Total Revenue Increase/Decrease			\$ 32,200.00	\$ 42,400.00		\$ 74,600.00	
COST CENTER (expenses)							
SAA	512-047-SAA	Hanqar Repairs & Maint	\$ 10,000.00	\$ 10,000.00		\$ 20,000.00	Budget Understated
SAA	512-054-SAA	Books, Publications & Dues	\$ 6,000.00	\$ 6,000.00		\$ 12,000.00	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
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			\$ -	\$ -		\$ -	
Total Expenses Increase/Decrease			\$ 16,000.00	\$ 16,000.00		\$ 32,000.00	
Capital Expenditures Adjustments							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$2,692,698.32	\$ 42,400.00	\$ 16,000.00	\$2,719,098.32	

REQUEST #: S21-04

TRANSFER TYPE: ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 21-05

BOARD APPROVAL:
 Executive Director


**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: May 20, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: SEF Track Reconstruction – American Railroad Change Order 2

BACKGROUND: American Rail Industries was awarded the contract for Phase 2 of the Rail Reconstruction project. Based on available funding at the time, SAA authorized ARI to proceed with the Base Bid and a portion of Additive Alternate 1. The construction of this work started in March 2021, and is scheduled to be completed in June 2021. FDOT has since authorized additional funding to complete the project, and Change Order #2 will include the remaining portion of Add Alternate 1 and Add Alternate 2, which will increase ARI’s contract to their original bid amount. With Change Order 2, ARI will pick up the construction where they left off, taking the rail replacement effort all the way out to the CSX mainline.

Staff recommends approval.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONTRACT
Change Order #2

(SEF Track Reconstruction Package 2 – Bid Alternative 2 - FDOT FM #444395-1-94-01)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called “SAA”) and **AMERICAN RAILROAD INDUSTRIES, INC.**, a Georgia corporation authorize to do business in Florida (herein called “Contractor”).

WHEREAS, on December 30, 2020, SAA and Contractor entered into an agreement for Contractor to perform Base Bid and Bid Alternative 1 at the contract price of \$2,701,905.00; and

WHEREAS, on December 30, 2020, the parties agreed to Change Order #1, which reduced the Scope of Bid Alternative 1 and reduced the contract price by \$799,249.00; and

WHEREAS, this Change Order #2 adds back in the portion of Bid Alternative 1 that was removed by Change Order #1 and also adds Bid Alternative 2 for a total contract price of \$3,595,980.00.

NOW THEREFORE, the contract is hereby amended to read as follows:

1. **PREMISE**. SAA solicited sealed bids for SEF Track Reconstruction Package 2 at the Sebring Regional Airport under Invitation for Bids #20-03, which solicited bids for the Base Bid, Bid Alternative 1 and Bid Alternative 2. Contractor submitted the lowest responsive and responsible bid and SAA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.
2. **WORK**. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all materials, labor, tools, equipment, superintendence, engineering, security, insurance, testing, permitting, regulatory approvals, professional services, consultant services and all other accessories and services necessary to reconstruct the Airport Railroad Track to bring it up to current CSX standards, including demolition of existing ballasted track, new ballasted track, new ballasted track at grade crossing, storm drainage improvements, new full-depth asphalt and concrete pavement crossings, pavement signing and markings, and new fencing at the Sebring Regional Airport (herein collectively called the "Project" or the “Work”). The Work shall be performed and the materials shall all be in accordance with: the conditions and prices stated in this contract; the provisions set forth in Invitation for Bid #20-03, Bid Alternatives 1 and 2, design criteria package prepared by Atkins, all applicable FAA and other governmental rules and regulations, Contractor’s Proposal for Bid Alternatives 1 and 2, and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the “Contract Documents”).
3. **CONTRACT PRICE CHANGE**. This Change Order increased the contract price by One Million Six Hundred Ninety Three Thousand, Three Hundred and Twenty Four Dollars (\$1,693,324.00), less the cost of materials and any sales tax thereon, which materials SAA may purchase directly, for the completion of the Project, subject to increase or decrease as provided herein. This contract price is comprised of the portion of Bid Alternative 1 that was removed via

CONTRACT
Change Order #2

(SEF Track Reconstruction Package 2 – Bid Alternative 2 - FDOT FM #444395-1-94-01)

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2. **WORK**. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all materials, labor, tools, equipment, superintendence, engineering, security, insurance, testing, permitting, regulatory approvals, professional services, consultant services and all other accessories and services necessary to reconstruct the Airport Railroad Track to bring it up to current CSX standards, including demolition of existing ballasted track, new ballasted track, new ballasted track at grade crossing, storm drainage improvements, new full-depth asphalt and concrete pavement crossings, pavement signing and markings, and new fencing at the Sebring Regional Airport (herein collectively called the "Project" or the "Work"). The Work shall be performed and the materials shall all be in accordance with: the conditions and prices stated in this contract; the provisions set forth in Invitation for Bid #20-03, Bid Alternatives 1 and 2, design criteria package prepared by Atkins, all applicable FAA and other governmental rules and regulations, Contractor's Proposal for Bid Alternatives 1 and 2, and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

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Change Order #1 and Bid Alternative 2. The total contract price is Three Million Five Hundred Ninety Five Thousand Nine Hundred and Eighty Dollars (\$3,595,980.00).

4. **PAYMENT.** On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety percent (90%) of the Work completed up to the last day of the previous month, plus stored materials, less the aggregate of previous payments. The remaining ten percent (10%) of the Work completed shall be retainage held by SAA until final completion of the Project. Once the Project has reached fifty percent (50%) completion, the retainage on future payments shall be five percent (5%). The Executive Director, or his designee, must approve each payment request.

5. **CONTRACT TIME.** The contract time is hereby extended ninety-two (92) days for the Contractor to achieve substantial completion for this additional Work.

6. **CONTINUATION.** All other provisions of the contract not specifically revised herein shall continue to apply as if fully restated herein.

7. **MULTIPLE ORIGINALS.** This Change Order is executed in multiple copies, each of which shall be deemed an original.

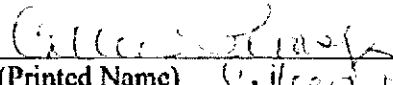
AGREED TO this 20th day of May, 2021

Two Witnesses as to SAA:


(Printed Name) Beverly K. Glarner

SEBRING AIRPORT AUTHORITY, a
body politic and corporate of the State of
Florida

By: 
Mike Willingham, Executive Director


(Printed Name) Colleen Plinsky

Two Witnesses as to Contractor:

Deborah Acree
(Printed Name) Deborah Acree

**AMERICAN RAILROAD INDUSTRIES,
INC.**, a Georgia corporation

By: Richard Hall
Richard Hall, President,

Vickie Hall
(Printed Name) VICKIE HALL

(corporate seal)

Executive Director's REPORT



INSIDE

- Highlands Aviation Academy
- Sebring Airport Updates and News
- Sebring International Raceway



The Highlands Aviation and Aerospace Academy, aka “the Aviation Academy” has survived the challenges of handling the Covid 19 pandemic.

By John H. Rousch, Director, Highlands Aviation and Aerospace Academy.

Our enrollment this past school year was reduced in half since many students opted to continue with online learning. We did not return with face-to-face instruction and AirCam building until November since many of our team were in the high-risk category for infection. Regardless of these issues, our program continued providing options and opportunities for our students.

We have a dedicated and skilled team of volunteers from our EAA Chapter 1240 to help implement our program. Mike Halpern has been my co-developer of the program since we adopted the Aircraft Owners and Pilots Association (AOPA) High School Aviation Curriculum four years ago. Mike coordinated the AirCam build with our volunteers and I took care of the AOPA curriculum. We were able to have all three high schools come to the Sebring Regional Airport on Monday and Wednesday mornings. It was a great start. Our challenge was Fridays, which had all of the classes of the block schedule meet for 45 minutes. It was not practical to have the students come to the airport on Fridays. Mike worked with the Lake Placid students face to face, I



worked with APHS and SHS students on line. It was not the best way to conduct our classes, but we made it work.

This coming school year we are taking another major step forward. We are adding two more school district teachers to the team so Sebring High School and Avon Park High School will have a teacher involved in the Aviation Academy. They will travel with the students on Mondays and Wednesdays and work on building an aircraft and teaching the curriculum and will meet with their students face-to-face at their school on Fridays. This is a very significant step forward for our program.

In addition to the new members of the instructional team, we will be partnering with Embry Riddle Aeronautical University (ERAU) to provide a curriculum for Unmanned Aerial Systems (UAS) which will allow all of our students to earn their FAA Remote Pilot Certificate (Commercial Drone Pilot License) in addition to the ongoing AOPA aviation curriculum. We will also work with ERAU in developing a Middle School Aviation STEM program that will enhance what the middle schools are doing with their STEM classes. This effort will be a “feeder” for our high school aviation program. We will also be implementing an Intern/Work-Study program for students to be involved with selected airport businesses to learn direct hands-on skills related to that industry, such aircraft repair, powerplant building, and the engineering of aircraft manufacturing. Hours accumulated in the work-study program could count toward the student’s FAA Airframe and

Powerplant certification.

All of the growth and expansion of our Aviation Academy would not have happened if it was not for the support of our community and the recognition that it has developed meaningful options and opportunities for our students.

“The most significant Aviation Academy partner is the Sebring Airport Authority,” Said Rousch.

Providing the location for the high school aviation program on the flightline is critical for the program. Being emersed in the aviation environment adds a dynamic that could never be achieved in a high school classroom. The ongoing support and cooperation is what brought other community resources to the program. The Sebring Airport Authority is the wind beneath our wings.

The list of students who have participated in our high school aviation program and gone on to careers in aviation and aerospace is extensive. Most had an interest in aviation, some didn’t know much at all but were willing to try something new. They discovered all the options and opportunities and developed transferrable skills that would apply to any career they chose. Florida is a major player in the aviation and aerospace industries and many of our students are in Florida working in those industries. We expect to have a full enrollment for the 2021-22 school year. Thank you Sebring Airport Authority.



ADS Plant Expansion

ADS is planning a plant expansion that will cost \$14,000,000 and include the following: Rail siding that will allow 14 railcars to be stored on leasehold, plus two new manufacturing lines. Additional parking will be added for employees.

Track Reconstruction

The Base Bid and Add Alternate 1 for Phase 2 of the Track Reconstruction project is approximately 95% complete. All tracks within the current work area have been replaced. This includes new turnouts, rail, steel crosses, and ballast rock. Remaining work includes regulating of the tracks and final tamping of ballast rock. The Contractor's work plan allows for one track to be open at all times for tenant and/or CSX switches, which allows for the regularly scheduled

deliveries. All work in this area is currently scheduled to be completed by June 4th. The remaining portions of work (Add Alternate 2) of the Track Reconstruction project, which includes the remaining portion of Track 1 out to the CSX Mainline, will start construction in September 2021 and is expected to be completed by December 2021.

Haywood Taylor Resurfacing and Stormwater Conveyance Repair

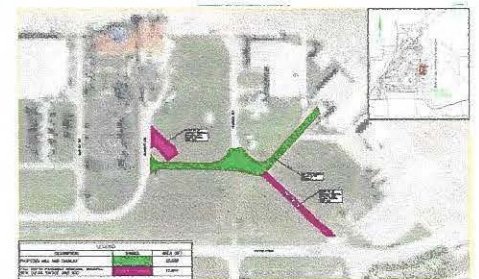


Due to recent projects that have placed extreme wear on Haywood Taylor, resurfacing will need to be completed soon. Please see figure showing project footprint. Note: project begins at the Airside Center and ends at intersection of Haywood Taylor and Webster Turn. This is because the County will overlay Haywood Taylor to this point (intersection of Haywood Taylor and Webster Turn) during overlay/reconstruction of Kenilworth Boulevard. Staff is currently updating our

CRA plan and will add this project. Cost estimate is \$450,000.

Challenger Drive Reconstruction/Resurfacing/Cleanup

Challenger Drive serves Lockwood, Carter Aircraft, JB Aircraft Engines and EAA. With increase in traffic to all mentioned tenant facilities, and EAA facility as host to high school aviation courses, this project is important and necessary. Please see figure showing project footprint. Staff is currently updating our CRA plan and will add this project. Cost estimate is \$110,000.



WILDLIFE PROJECT

Ryan Fowler Reporting with Atkins

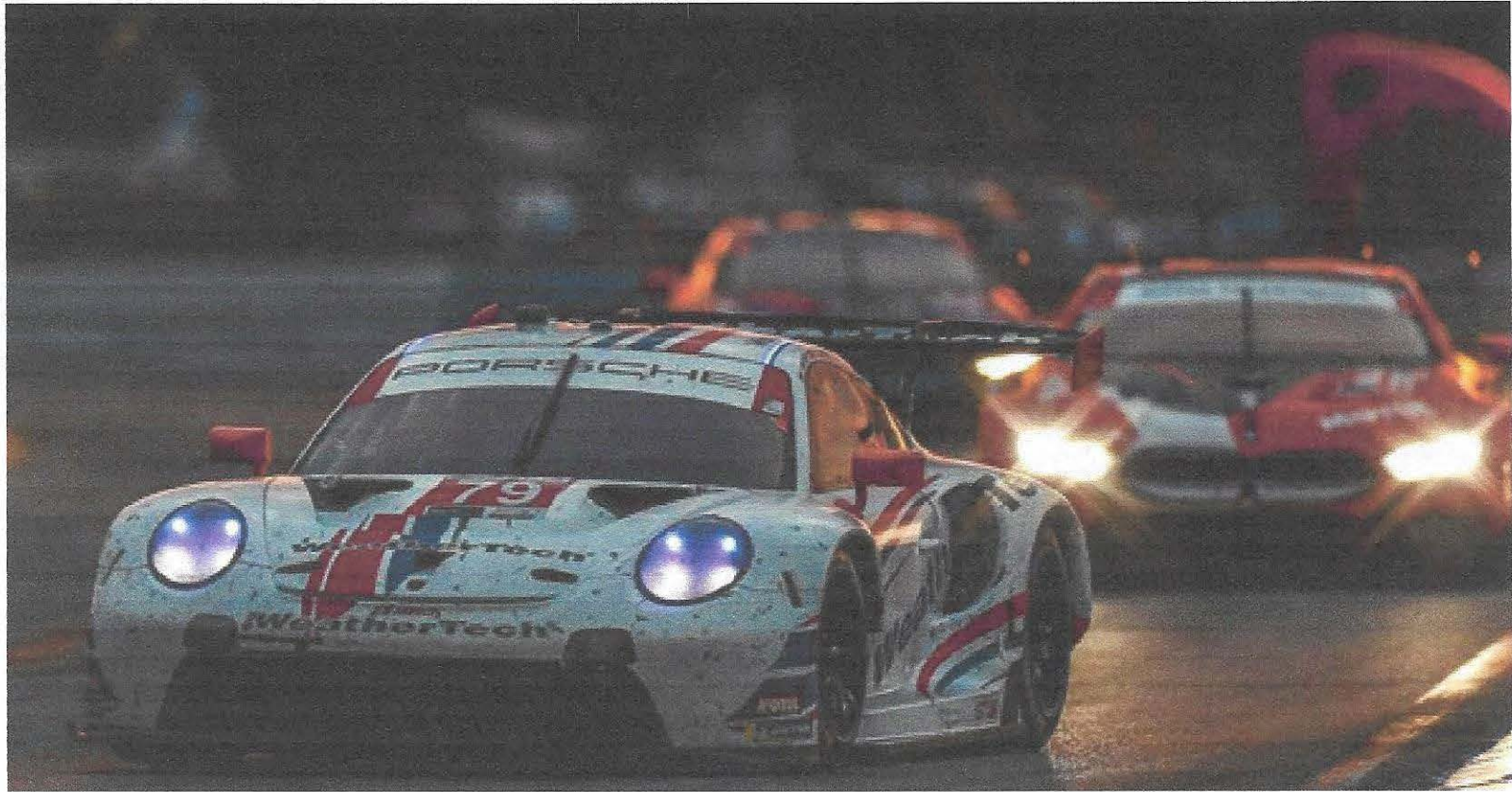
We completed our 10th round of WHA surveys at SEF from March 26th – 27th. Activities included routine daily bird surveys (morning, midday, evening) and a nighttime spotlight survey.

The only significant observations to note this round were the continued Osprey activities

observed at several locations (the same as last month) and the unusually low numbers of vultures.

The nighttime spotlight survey resulted in 1 adult opossum foraging in the northwest portion of the AOA near the gate adjacent to runway 1-19.

This month's surveys (Round 11) will take place either the third or fourth week. I will touch base when we have the dates set. Please let us know if there are any conflicts with activities/events planned at the airport.



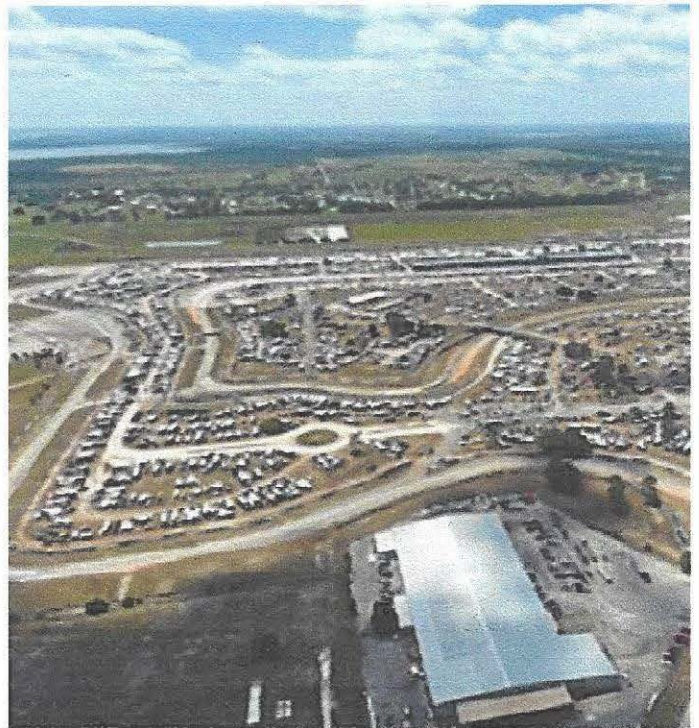
Sebring International Raceway

Wayne Estes Reporting

As COVID vaccinations increase and Florida's business advantages over other states gains more momentum, several sports car events cancelled or postponed across the country and Canada continue to seek dates at Sebring.

Sebring's track rental calendar is strong through the rest of the year with few weekends remaining and more mid-week dates filling as well.

Among the events headed to Sebring are nationally recognized events that should be announced in coming weeks.



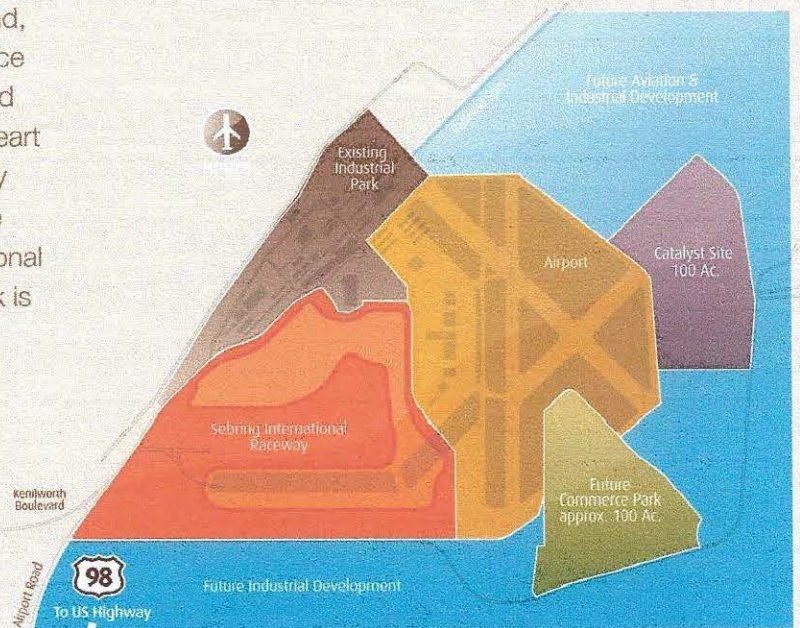


Sebring Regional Airport
 128 Authority Lane
 Sebring, Florida 33870
www.sebring-airport.com
 863.655.6444

With strategic access to major markets by land, sea and air—Sebring Regional Airport and Commerce Park offers a wide range of business advantages and incentives to support your company's future. In the heart of Central Florida, the 2,000-acre park is conveniently situated within a 150-mile radius of 85 percent of the state's population. Already home to Sebring International Raceway, a premier sports car racing facility, the park is uniquely positioned to accelerate your business.

SITE MAP

- Future Development
- Existing Industrial Park
- Catalyst Site
- Airport
- Future Commerce Park
- Sebring International Raceway



ACCELERATE YOUR BUSINESS'S POTENTIAL

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Johnson D Craig</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>SAA CRA</i>
MAILING ADDRESS <i>1100 DANLEWICK AVE</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY <i>Sebring FL 33870 Highlands</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION: <i>SAA CRA</i>
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filling the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Craig Johnson, hereby disclose that on May 20, 2021, 20 :

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- Inured to the special gain or loss of _____, by whom I am retained, or
- Inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Invoices to be paid

Date Filed May 20, 2021

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.