

**Sebring Airport Authority
Board Meeting Agenda
February 16, 2022**

1:30 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) Call to Order
- b) Pledge of Allegiance and Invocation
- c) Roll Call
- d) Announcements

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
03/16/2023	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center
03/18/2023		12 Hours of Sebring Race	Sebring Raceway

2. CONSENT AGENDA

- a) Approve January 2023 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Haywood Taylor Rehabilitation Final Change Order
- b) Funder America, Inc. – Lease Assignment and Related Documents

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTORS' REPORT

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. EMERGENCY BUSINESS

9. 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 they come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
January 19, 2023**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on January 19, 2023, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Carl Cool	-	Chairman
Mark Andrews	-	Vice Chairman
Stanley Wells	-	Asst. Secretary
Craig Johnson	-	Board Member
Pete McDevitt	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Craig Sucich	-	Avcon
Joann Gaskins	-	Career Source Heartland
Tim Roland	-	SpringLake HOA Board Member
Chris Westerbeek	-	Genesis Products, Inc

1. OPENING ITEMS

- A. Meeting was called to order at 1:30 p.m.
- B. The Invocation and Pledge were led by Bob Swaine
- C. **Roll Call**
Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson, Mark Andrews and Stanley Wells were present for the meeting. Brent Ferns was absent.
- D. **Announcements**

2. MISCELLANEOUS

3. CONSENT AGENDA

Approve the Consent Agenda:

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

4. ACTION ITEMS

A. Resolution 23-01 Approving Budget Amendment S23-01

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

B. Funder America Lease Assignment

This item was presented by Mike Willingham. Presentation given by Chris Westerbeek, CFO from Genesis Products, Inc. There was a motion by Mark Andrews to conditionally approve the Assignment of Lease subject to the Closing of the Asset Sale, with a second by Craig Johnson. The motion was passed with aye votes by Cool, Wells, McDevitt, Johnson, Andrews, and Morris.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and Jason Ali updated the Board on Range activities.

6. DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 2:01pm.



Mike Willingham, Executive Director

2-16-23

Approved by Board

Invoices Paid in January 2023 Presented in February 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
01/03/23	A1 Extreme Cleaning	\$1,300.00	SAA/FBO: January 2023 Cleaning - Terminal Building
01/03/23	Aviation Management Consulting Group	\$2,518.10	SAA: Professional Services; FBO RFP Consultants - Oct & Nov
01/03/23	Central Security & Elect., Inc	\$231.00	SAA: Six Months Fire Alarm System Monitoring (01.01.23 - 06.30.23)
01/03/23	Cintas	\$369.95	SAA/FBO: Weekly Svcs; Mats, Air Freshener, and Uniforms for FBO
01/03/23	CliftonLarsonAllen	\$2,100.00	SAA: Progress Billing for 2021-2022 SAA/CRA Audit
01/03/23	Copy Life	\$101.31	SAA/FBO: January 2023 Copies
01/03/23	DBT Transportation Services	\$415.00	SAA: AWOS Replacement Aspirator Fan for Temp/Dewpoint Sensor
01/03/23	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
01/03/23	Pitney Bowes Global Financial	\$196.75	SAA: Quarterly Lease of Postage Machine
01/03/23	Rapid Systems	\$495.00	SAA/FBO: January 2023 Monthly Internet Service
01/03/23	Techhouse: Intergrated	\$1,093.04	SAA/FBO: Recurring Monthly Fee for Software Fees; General IT Support
01/10/23	C & C Plumbing, Inc.	\$1,271.03	SAA: Test All Backflow Preventers & Replaced the Rubber Kits in the Following 7 & 13 Crosley Ln.; Reconnected the Sink to the Drains and Waterlines at AeroMed Office
01/10/23	Cintas	\$216.61	SAA/FBO: Weekly Svcs; Mats, Air Freshener, and Uniforms for FBO
01/10/23	Cobb Site Development, Inc.	\$360,961.67	SAA: Haywood Taylor Resurfacing Phase II - PAY APP #5
01/10/23	Fire & Life Safety America	\$386.00	SAA: Runway Cafe Annual Restaurant Fire System Maintenance
01/10/23	JDi Data	\$10.00	SAA: Jan. 2023 (1) Compliance Record - Insurance Monitoring Service
01/10/23	Paul C Valladares Jr	\$270.00	SAA: January 2023 Plant Services
01/10/23	Rapid Systems	\$143.95	SAA: Jan. 2023 Internet Svc at Control Tower
01/10/23	Southeast Chapter Amer Assoc Air	\$35.00	SAA: 2023 SEC-AAAE Membership Dues
01/10/23	TechHouse: Intergrated	\$97.50	SAA/FBO: General IT Support; Multiple IT Support Calls
01/10/23	The News Sun	\$525.00	SAA: Lake Placid Chamber Guide 2023 Advertisement
01/17/23	Cintas	\$480.77	SAA/FBO: Bi-weekly Svcs; Mats, Air Fresheners, Soap/GermX, and Uniforms
01/17/23	Cintas	\$109.00	SAA/FBO: Monthly Agreement for AED System
01/17/23	Creative Sign Designs	\$2,000.00	SAA: Professional Services - Design Pedestrian/Directional Signs Throughout the Sebring Airport - Deposit of 50%
01/17/23	Embarq Florida, Inc	\$66.74	SAA: January 2023 Phone Service
01/19/23	Victor Alaniz	\$140.00	SAA: Detailing of Airport Vehicles
01/24/23	Big Messages, LLC.	\$164.39	SAA/FBO: After Hours Telephone Answering Service
01/24/23	BOS of Florida, Inc.	\$3,567.02	SAA: Office Furniture for Lead CSR Office
01/24/23	Carrier Corporation	\$6,116.28	SAA: B - Replace Scrolling Marque; Service Call Troubleshoot Faulty Codes; Assist JCI with Install
01/24/23	Cintas	\$853.32	SAA/FBO: Weekly Svcs; Mats & Air Fresheners, and Uniforms; Bi-weekly Svcs; Mats, Air Fresheners, Soap/GermX, and Uniforms
01/24/23	Coastal MRO	\$50.50	FBO: Random Drug Screening L. Pratts

Invoices Paid in January 2023 Presented in February 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
01/24/23	Crosson & Payne Tree Service	\$4,900.00	SAA: Removal of Split Oak Tree in Parking Lot; Remove One Large Pine and Grind Stump; Elevate Canopies & Trim all Oaks in Parking Area to DOT Height Over Drive and Parking Spots; Clean and Haul Away All Related Debris
01/24/23	Department of Management Services	\$306.57	SAA/FBO: December 2022 Audio, Long Distance, & Local Service
01/24/23	Emedco	\$3,524.30	SAA: Bumper Post Sleeve 6inch Yellow to Cover Concrete Posts throughout Airport
01/24/23	Qtpod	\$942.85	FBO: M4000 DPI Board Only Rev-4 Modified For 2 Pumps
01/24/23	Reliance Aviation Miami LLC	\$1,800.00	SAA/FBO: January 2023 Jet-A Fuel Truck Lease
01/24/23	Risk Management Associates Inc	\$701.00	SAA: Preferred Governmental Insurance Trust - Business Auto (Add New Vehicle - 2023 Ford Explorer) - Policy #PK FL1 0284850 22-19 / 10.01.22-10.01.23
01/24/23	RW Summers Railroad Construction	\$882.00	SAA: December 2022 Track Inspection
01/24/23	Sebring Historical Society	\$100.00	SAA: Corporate Sponsorship 2023
01/24/23	Spring Lake Property Association	\$90.00	SAA: 2023 Spring Lake Property Dues
01/31/23	Air & Electrical Services, Inc	\$963.04	SAA: After Hours Svc Call - Runway Lights Would Not Stay On; Circuit Board or Specialty parts of the regulator
01/31/23	Aroma Coffee	\$376.70	SAA/FBO: Cleaning Supplies Replenished
01/31/23	CiftonLarsonAllen	\$9,397.50	SAA: Progress Billing for 2021-2022 SAA/CRA Audit
01/31/23	Cintas	\$483.37	SAA/FBO: Bi-weekly Svcs; Mats, Air Fresheners, Soap/GermX, and Uniforms
01/31/23	DBT Transportation Services	\$6,232.00	SAA: Total Annual Service - NADIN-AWOS Periodic Maintenance 01.31.23 - 01.30.2024
01/31/23	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
01/31/23	Paul Davis Restoration Polk County	\$10,276.55	SAA: Mold Remediation Completed in Bldg. 22 at Aeromed
01/31/23	Southwood Garage Doors	\$3,400.00	SAA: Balance Due for New Garage Door for Bldg. 22; Includes Removal of Old Door, Reinstall of Motor
01/31/23	TechHouse:Intergrated	\$868.04	SAA/FBO: Recurring Monthly Fee for Software; General IT Support; Multiple IT Support Calls

TOTAL PAID INVOICES: \$432,508.19

January 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/3/2023	WAL-MART #0666	\$64.32	FBO: Water Bottles Purchased for FBO Customers and Staff
1/4/2023	THE BULB BIN	\$304.00	SAA: Lights for Tecnam
1/6/2023	DISH NETWORK-ONE TIME	\$132.50	FBO: Monthly Satellite Service for Pilot's Lounge - Jan 2023
1/6/2023	WCI SEBRING HAULING	\$1,098.93	SAA/FBO: Monthly Waste Collection - January 2023
1/6/2023	YARBROUGH TIRE & SERV	\$208.05	SAA: Sevice for Tahoe
1/6/2023	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
1/7/2023	VERIZONWRLSS RTCCR VB	\$1,552.82	SAA/FBO: Monthly Mobile Service December 2022
1/9/2023	AMAZON.COM F954P8113	\$118.97	FBO: Rust-Oleum Bed Coating Spray for Use at APBR to Reapply Anti-Slip Surfaces; Black Vinyl Roll for Placard Creation; Three Replacement Batteries for FTA-250 Unicom Radios
1/9/2023	ACCESSIBE.COM	\$980.00	SAA: Disputing this Charge
1/9/2023	CIRCLE K 07515	\$81.00	SAA: Fuel for Maintenance Truck
1/9/2023	APEX OFFICE PRODUCTS	\$121.12	SAA: Copy Paper, Large Clips, USB Drives for Accounting
1/9/2023	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
1/10/2023	SEVEN SEBRING HOTEL	\$102.80	FBO: Hotel Stay for Gibson Aviation to do Repairs on Scully System for AvGas Truck at KSEF
1/10/2023	CIRCLE K # 22114	\$49.21	SAA: Fuel for Courtesy Vehicle - Explorer
1/10/2023	Sympathy Floral Store	\$95.99	SAA: Bereavement - Planted Trees in Memory of Jami's Grandmother
1/10/2023	TEXTBILLING.NET	\$7.80	SAA: Mass Text for Road Work
1/10/2023	APEX OFFICE PRODUCTS	\$83.97	SAA: 4" Binders for Accounting
1/11/2023	CVS/PHARMACY #03155	\$42.84	SAA: Sim Card
1/11/2023	APEX OFFICE PRODUCTS	\$179.84	SAA: Cleaning Supplies
1/12/2023	CIRCLE K 07515	\$50.00	FBO: Fuel for Courtesy Vehicle - Tahoe
1/12/2023	THE BULB BIN	\$96.00	SAA: Lights for Runway Café in Terminal Building
1/13/2023	WING AERO PRODUCTS	\$117.69	FBO: Products for Resale to FBO Customers
1/13/2023	ALLEN ENTERPRISES INC	\$659.83	SAA: Airfield Lighting
1/13/2023	4IMPRINT, INC	\$166.85	SAA: Napkins for Board Room
1/13/2023	TRTAX&ACTGPROFESSION	\$294.00	SAA: Monthly Subscription Fixed Asset Software
1/15/2023	AMZN Mktp US CZ0M23W93	\$19.99	FBO: Cobb Web Dusting head for FBO Cleaning
1/16/2023	AMZN Mktp US 1D9K42OR3	\$123.21	SAA: Art Decor for Pilot's Lounge
1/16/2023	URBAN LAND INSTITUTE	\$336.00	SAA: Annual Subscription
1/17/2023	CENTRAL FLORIDA TIRE	\$1,582.53	FBO: Three Tires for Rental Jet-A Truck and AvGas 100LL Truck at KSEF to Replace Worn Tires
1/17/2023	WAL-MART #0666	\$41.56	SAA: AA and AAA Batteries for Administrative Offices
1/17/2023	AMERICAN MESSAGING	\$31.29	SAA: Emergency Beeper Service
1/18/2023	PUBLIX #1517	\$25.99	FBO: Cake for CSR S. Preston Departing Celebration
1/18/2023	AMZN Mktp US Z75MF3WE3	\$21.99	FBO: Pink Lemonade for FBO Drink Station
1/18/2023	CIRCLE K 05932	\$47.63	SAA: Fuel for Courtesy Vehicle - Explorer
1/18/2023	CIRCLE K 07515	\$80.00	SAA: Fuel for Maintenance Truck
1/18/2023	SWK TECHNOLOGIES INC	\$370.80	SAA: Monthly Fee for Mas90 Online Services - January 2023
1/19/2023	NIS SUPPLY	\$179.70	FBO: First Aid Kits for Use with KSEF and APBR Fuel Trucks
1/19/2023	SUNPASS ACC692466	\$25.00	SAA: Replenish SunPass

January 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/19/2023	Etsy.com - steelribbons	\$66.15	SAA: Business Card Holder for Administrative Offices
1/19/2023	ALLEN ENTERPRISES INC	\$365.20	SAA: Rail Lights
1/22/2023	AMZN Mktp US 1X4E72LI3	\$80.81	FBO: 8GB RAM Module and 500GB SSD for Front Desk CSR Computer
1/22/2023	LOOPNET INC	\$128.50	SAA: Online Realty Listing
1/23/2023	AMZN Mktp US DC6FS5G33	\$14.78	FBO: Spare CH751 Keys for Self Serve M4000 Terminal Access
1/23/2023	AMZN Mktp US Y15S21SM3	\$13.98	FBO: Mounting Bracket for SSD Install in CSR PC; Red Vinyl Roll for Placard Creation
1/24/2023	CIRCLE K 07515	\$47.33	FBO: Fuel for Courtesy Vehicle - Explorer
1/24/2023	WAL-MART #0666	\$220.72	FBO: Multi Task Ladder to Replace AvGas Fuel Truck Ladder; Pink Lemonade Mix for FBO Customers
1/25/2023	NATIONAL STORMWATER CENT	\$548.00	FBO: Certified Stormwater Inspector Recertification Course for Jason Ali and Terry Elders
1/25/2023	CIRCLE K 07515	\$88.00	SAA: Fuel for Maintenance Truck
1/26/2023	AMZN Mktp US LB7TC5YM3	\$14.90	FBO: New Credit Card Reader for Front Desk CSR Station at FBO
1/26/2023	AMZN MKTP US E87D73BV3	\$34.98	FBO: Wire Organizational Rack for FBO Front Desk
1/26/2023	WWW.TAX1099.COM	\$63.36	SAA: 1099 Online Filing
1/27/2023	THE HOME DEPOT #6340	\$69.48	SAA: Asphalt Patch for Carroll Shelby and Webster Turn
1/28/2023	AMZN Mktp US 8T2OG3O93	\$27.99	FBO: Cable Storage Box for Wires at FBO Front CSR Desk
1/28/2023	AMZN Mktp US E01V18L13	\$38.97	FBO: Supplies for FBO
1/28/2023	AMZN Mktp US Q749Y63U3	\$13.17	FBO: Dry Erase Markers for FBO board
1/30/2023	APEX OFFICE PRODUCTS	\$41.73	SAA: Popup Sticky Notes, Staples, Paperclips Office Supplies
1/31/2023	APEX OFFICE PRODUCTS	\$67.02	FBO: Creamer for FBO Coffee/Drink Station
1/31/2023	APEX OFFICE PRODUCTS	\$83.97	SAA: 4" Binders for Accounting
2/1/2023	CIRCLE K 07515	\$86.00	SAA: Fuel for Maintenance Truck
2/1/2023	TRACTOR-SUPPLY-CO	\$59.98	SAA: Locks for Security Gates
2/1/2023	W & W LMB LAKE PLACID	\$49.98	SAA: Locks for Security Gates
2/2/2023	AMAZON.COM U73HM2ZE3	\$85.92	SAA: Locks for Security Gates

Total Due: \$12,133.05

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 1/10/2023
Sebring Airport Authority (SAA)

Vendor Name / Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
AVCON Avcon, Inc.									
123865	12/31/2022	1/30/2023	5,875.00	5,875.00	0.00	0.00	0.00	0.00	SAA: December 2022 General On-Call Services
123867 TAXI	12/31/2022	1/30/2023	9,652.36	9,652.36	0.00	0.00	0.00	0.00	SAA: December 2022 SEF Taxiway A4 Construction - Grant Reimbursed
Vendor AVCON Totals:			<u>15,527.36</u>	<u>15,527.36</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
414835159	12/29/2022	1/28/2023	480.77	480.77	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svcs; Mats, Air Fresheners, Soap/ GermX; FBO Uniforms
Vendor CINTAS Totals:			<u>480.77</u>	<u>480.77</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS1 Cintas									
9206398939	1/1/2023	1/31/2023	109.00	109.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System
Vendor CINTAS1 Totals:			<u>109.00</u>	<u>109.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-14	12/31/2022	1/30/2023	1,300.75	1,300.75	0.00	0.00	0.00	0.00	SAA: Professional Svcs for Webster Turn Drive Resurfacing
Vendor CIVILSU Totals:			<u>1,300.75</u>	<u>1,300.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14143	12/31/2022	1/30/2023	415.00	415.00	0.00	0.00	0.00	0.00	SAA/CRA: December 2022 Website Updates
Vendor DIANARI Totals:			<u>415.00</u>	<u>415.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2202	1/1/2023	1/31/2023	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: January 2023 Lawn & Landscape Care
2203	1/1/2023	1/31/2023	465.00	465.00	0.00	0.00	0.00	0.00	SAA: Replace Plants & Removal of Oak Tree Limbs on Haywood Taylor
Vendor JACKS Totals:			<u>8,790.00</u>	<u>8,790.00</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 1/10/2023
 Sebring Airport Authority (SAA)

Vendor Name / Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
RWSUM RW Summers Railroad Contr.,Inc 22275	1/6/2023	2/5/2023	882.00	882.00	0.00	0.00	0.00	0.00	SAA: December 2022 Track Inspection
Vendor RWSUM Totals:			<u>882.00</u>	<u>882.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP 1725584	12/31/2022	1/30/2023	800.00	800.00	0.00	0.00	0.00	0.00	SAA: December 2022 Legal Svc - Duke Easement
Vendor SHUTTS Totals:			<u>800.00</u>	<u>800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A. 8557	12/31/2022	1/30/2023	3,557.87	3,557.87	0.00	0.00	0.00	0.00	SAA: December 2022 General On-Call Services
Vendor SWAINE Totals:			<u>3,557.87</u>	<u>3,557.87</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>31,862.75</u></u>	<u><u>31,862.75</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 1/10/2023
Sebring Airport Authority (FBO)

vendor name

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
902678	1/1/2023	1/22/2023	35,692.15	35,692.15	0.00	0.00	0.00	0.00	FBO: 100LL_AvGas at Sebring
M283366	1/1/2023	1/11/2023	46.00	46.00	0.00	0.00	0.00	0.00	FBO: Ingenico Desk 3500 w/ Pin Pad 61373, Warranty Fee, & Comm Fee
M283744	1/4/2023	1/24/2023	25.40	25.40	0.00	0.00	0.00	0.00	FBO: WingPoints Issued Through 01/04/23
S037229	1/1/2023	1/21/2023	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Web Software - 5 Users
Vendor ASCENT Totals:			<u>36,061.05</u>	<u>36,061.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>36,061.05</u></u>	<u><u>36,061.05</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>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: February 16, 2023

PRESENTER: Mike Willingham

AGENDA ITEM: SEF Haywood Taylor Reconstruction Project – Change Order #01

BACKGROUND: Change Order #01 for the Project is the final reconciliation of quantities and additional work that was required based on unforeseen conditions in the field at the time of construction. The additional work included variation in existing pipe size at time of excavation, additional maintenance of traffic work due to Hurricane Nichole, special detour due to pipe replacement beneath Haywood Taylor, and a new pay item for Type F Curb & Gutter. A detailed description of quantity overruns and additional construction work required is provided in the attachment.

REQUESTED MOTION: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

HAYWOOD TAYLOR REHAB – FINAL CHANGE ORDER

ADDED PAY ITEMS

New Pay Item 430-175-136 - PIPE CULVERT, ROUND, 36" RCP CLASS III

Original pay item quantity = 0

Final pay item quantity = 1 Lump Sum

INCREASE: Negotiated Lump Sum price of \$17,331.49

REASON: Increased cost of this work is due to three factors.

Factor One: Existing 24" RCP (reinforced concrete pipe) indicated in the plans to be replaced at station 80+65 was discovered to be 36" pipe. 24" RCP and Marmac pipe couplers stockpiled onsite were returned to the supplier and 36" RCP and Marmac couplers were delivered and installed. *Increased cost of larger pipe material, larger Marmac couplers and increased installation efforts required to install pipe larger than anticipated resulted in the Factor One added cost.*

Factor Two: Atkins recommended a precautionary measure using the standard FDOT (Florida Department of Transportation) type chemical grout injection due to an unanticipated pipe joint configuration which arose at the west tie-in point of new 36" RCP to existing 36" RCP. The existing pipe was cut to create space in order to fit in the last section of new pipe. Once the last new pipe section was dropped into this space and the pipe was pushed forward to seat its spigot end into the preceding new pipe section bell, a 6" space resulted between the last new pipe section and the existing pipe. A 6" length of new pipe was cut to fill this space which resulted in two pipe joints 6" apart. These two pipe joints were sealed on the exterior using the Marmac pipe connecting band as indicated in the plans. The Marmac coupler spanned these two joints with the clamping band portion of the coupler extending approximately 6" onto the last new full pipe section and 6" onto the existing pipe. Atkins determined that the additional measure of injected chemical grout would be prudent to reduce the probability of future issues at this pipe connection. *Chemical grout injection of two new pipe joints resulted in this added cost.* [Pipe Repair Matrix - Chemical Grout \(fdot.gov\)](#)

Factor Three: In the first attempt to grout inject the location mentioned in Factor Two, sandy material was discovered to be infiltrating the existing pipe (at two pipe joints) so quickly that the injection equipment couldn't reach the desired area even within minutes of having cleaned the pipe for access. These two existing pipe joints are between the access point (existing manhole approximately 200 LF west of Haywood Taylor) and the pipe replacement area shown in the plans. It became apparent that these two joints must be grout injected to allow the injection equipment to reach the work area mentioned in Factor Two. The Contractor agreed to cover the cost for grout injecting one of these existing pipe joints as a newly installed pipe joint exceeded gap tolerance and the Contractor must reach the RCP replacement area as well to grout inject the out-of-tolerance joint. *Chemical grout injection of one existing pipe joint resulted in this added cost.*



New Pay Item 102-1000 – MAINTENANCE OF TRAFFIC, EXTRA WORK

Original pay item quantity = 0

Final pay item quantity = 1 Lump Sum

INCREASE: Negotiated Lump Sum price of \$4,600.00

REASON: Increased cost is due to a Sebring Airport Authority request to remove and stockpile MOT (maintenance of traffic) signs and devices due to predictions of inclement weather. The Contractor did not plan to remove and stockpile MOT devices as they believed the weather would not be severe enough to cause issues with wind-blown devices. The Contractor agreed to remove, stockpile, and reinstall the devices if compensation was offered to perform the work. MOT devices were subsequently taken down and stockpiled on 11.9.2022 and reinstalled on 11.11.2022. (Link to governor's executive order regarding subtropical storm Nicole [EO-22-253-1.pdf \(flgov.com\)](#)).

New Pay Item 102-2 – SPECIAL DETOUR

Original pay item quantity = 0

Final pay item quantity = 1 Lump Sum

INCREASE: Negotiated Lump Sum price of \$16,351.08

REASON: Increased cost is due to a Sebring Airport Authority request to construct a detour route in lieu of detouring traffic onto Webster Turn while performing the planned storm pipe replacement across Haywood Taylor at station 80+45. This work included rehabilitating an existing asphalt road, constructing a roadway section using asphalt millings, trimming trees, replacing sidewalk and curb damaged during the detour, and installation of maintenance of traffic signs and devices.



New Pay Item 521-1-10 – CONCRETE CURB AND GUTTER, TYPE F

Original pay item quantity = 0

Final pay item quantity = 63 Linear Feet

INCREASE: Negotiated price of \$30.88 per linear foot x 63 LF = \$1,945.44

REASON: Increased cost is due to the addition of 63 LF of Type F curb and gutter between stations 117+51 RT to 118+13 RT. Curb was not existing in this area and the edge of the roadway was observed yielding to the weight of structural course asphalt paving equipment. Subsequently, grass was observed growing through the new asphalt indicating a weak existing road base layer. Atkins recommended excavation of the 63' long x 3' wide area, use of plan typical section 3 to rebuild the stabilization and road base and constructing the curb on top of this strengthened roadway edge.



New Pay Item 425-1000 – NYLOPLAST DITCH BOTTOM INLET S-41A

Original pay item quantity = 0

Final pay item quantity = 1 Lump Sum

INCREASE: Negotiated Lump Sum price of \$9,805.37

REASON: Increased cost is due to the replacement of an existing brick-constructed ditch bottom inlet identified in the plans as structure S-41A (station 119+40, 86' RT). The plans indicate for the existing inlet to be desilted, but when the structure was exposed by removing excess soil covering the structure, the inlet was found to be in poor condition. Atkins recommended replacement of the structure. The Nyloplast inlet was connected to the existing 12" reinforced concrete pipe by use of a standard FDOT type concrete jacket.

OVERRUNS OF EXISTING PAY ITEMS

Pay Item 160-4 TYPE B STABILIZATION

Original pay item quantity = 550 square yards

Final pay item quantity = 725 square yards

INCREASE: Established Unit Price of \$18.03 per square yard x 175 SY = \$3,155.25

REASON: It was discovered during reworking the existing road base at two driveway areas (station 77+20 LT and 88+50 LT) that the base and stabilization thickness was not sufficient to support asphalt paving. At a separate location (station 117+51 RT to 118+13 RT) the edge of the roadway was also discovered with this condition. Atkins recommended rebuilding the stabilization and base per plan Typical Section 3.

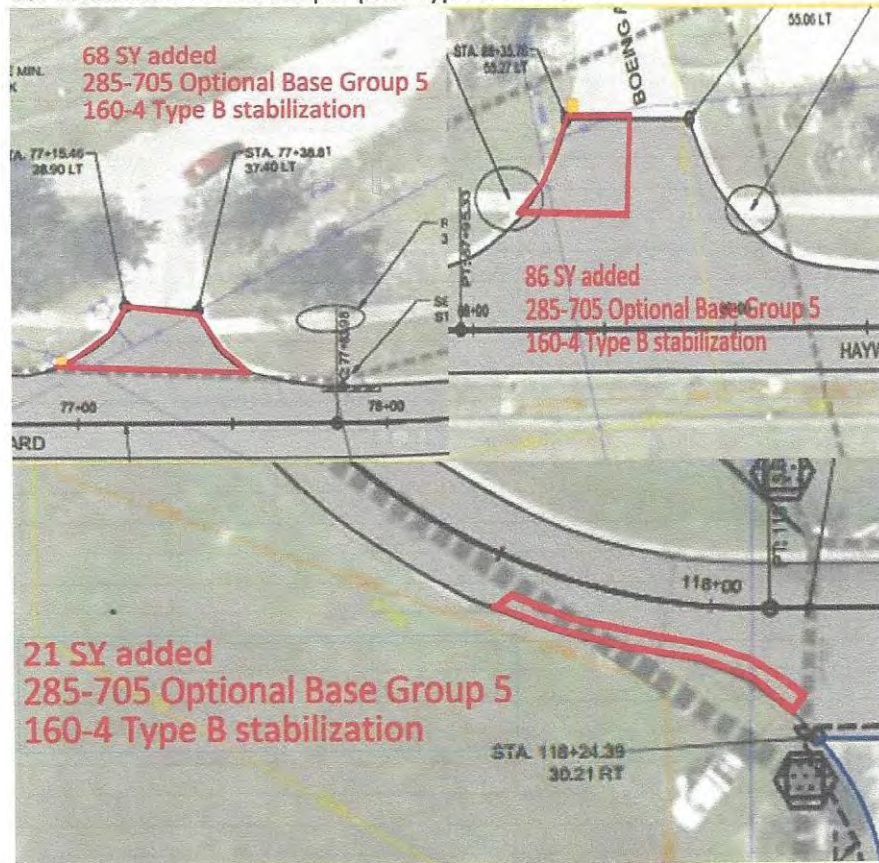
Pay Item 285-705 OPTIONAL BASE GROUP 5

Original pay item quantity = 550 square yards

Final pay item quantity = 725 square yards

INCREASE: Established Unit Price of \$41.95 per square yard x 175 SY = \$7,341.25

REASON: It was discovered during reworking the existing road base at two driveway areas (station 77+20 LT and 88+50 LT) that the base and stabilization thickness was not sufficient to support asphalt paving. At a separate location (station 117+51 RT to 118+13 RT) the edge of the roadway was also discovered with this condition. Atkins recommended rebuilding the stabilization and base per plan Typical Section 3.



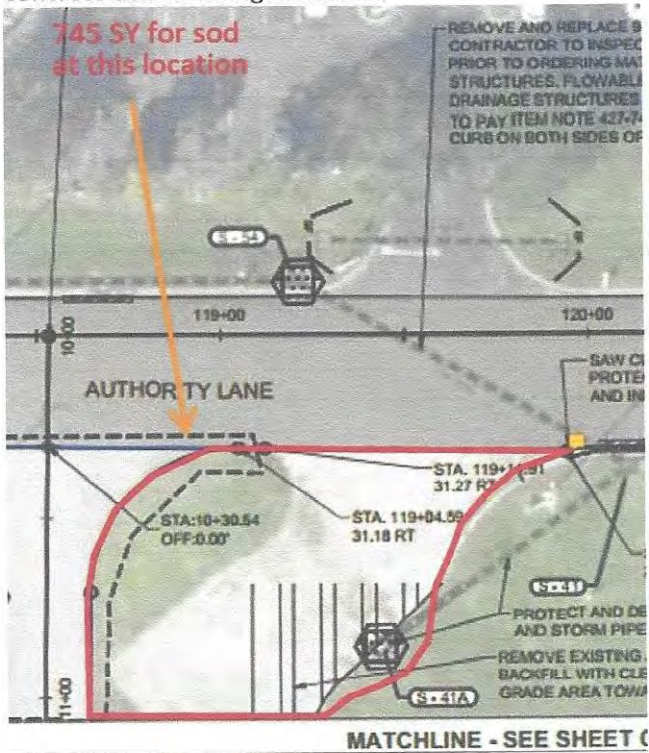
Pay Item 570-1-2 PERFORMANCE TURF SOD

Original pay item quantity = 140 square yards

Final pay item quantity = 855 square yards

INCREASE: Established Unit Price of \$6.92 per square yard x 855 SY = \$5,916.60

REASON: Additional area at the southeast corner of Challenger Dr. and Haywood Taylor required grading and sodding so that the edge of roads will drain to ditch bottom inlet S-41A. Area around inlet required sod due to S-41A inlet replacement (a separate added work item). Area beyond the matchline required sodding, but this was due to contractor using it as a concrete debris storage location.



Pay Item 121-70 - FLOWABLE FILL (EXCAVATABLE)

Original pay item quantity = 10 cubic yards

Final pay item quantity = 13 cubic yards

INCREASE: Established Unit Price of \$315.00 per Cubic Yard x 3 CY = \$945.00

REASON: Increased cost of this work is due to two voids discovered during rework of the existing limerock road base. Atkins recommended filling these voids with flowable fill. 2 CY of flowable fill was used at station 105+80 RT and 1 CY was used at station 76.00 RT.



Existing Pay Item 110-4-10 REMOVAL OF EXISTING CONCRETE

Original pay item quantity = 210 square yards

Final pay item quantity = 310 square yards

INCREASE: Established Unit Price of \$35.28 per square yard x 100 SY = \$3,528.00

REASON: Atkins and Sebring Airport Authority identified additional areas of existing sidewalk in need of reconstruction, and this resulted in the need to remove an equal amount of existing sidewalk.

Existing Pay Item 522-1 CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK

Original pay item quantity = 180 square yards

Final pay item quantity = 310 square yards

INCREASE: Established Unit Price of \$63.15 per square yard x 130 SY = \$8,209.50

REASON: Atkins and Sebring Airport Authority identified additional areas of existing sidewalk in need of reconstruction.

UNDERRUNS OF EXISTING PAY ITEMS

Pay Item 334-1-13 SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C

Original pay item quantity = 2,630 tons

Final pay item quantity = 2,575 tons

DECREASE: Established unit price \$136.90 per TN x 55 = (\$ 7,529.50)

REASON: It was discovered that the entire bid quantity was not needed to complete the project. (This is the final quantity of this item as indicated on the Contractor's asphalt paving QC report)

Pay Item 337-7-83 ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FL-12.5, PG 76-22

Original pay item quantity = 1,600 tons

Final pay item quantity = 1,589 tons

DECREASE: Established unit price \$166.39 per TN x 11 = (\$ 1,830.29)

REASON: It was discovered that the entire bid quantity was not needed to complete the project. (This is the final quantity of this item as indicated on the Contractor's asphalt paving QC report)

Pay Item 427-71-1 MANHOLES & INLETS, CLEANING & SEALING, <10'

Original pay item quantity = 9 EACH

Final pay item quantity = 8 EACH

DECREASE: Established unit price \$1,536.65 per EA x 1 = (\$ 1,536.65)

REASON: It was discovered that the entire bid quantity was not needed to complete the project. (The plans indicate 10 total structures to be sealed. (The bid item list indicates 9 EA structures fitting this item's description of <10' and 2 EA structures of >10' under a separate bid item. There were actually only 8 EA structures of <10'.)

Pay Item 430-94-18 DESILTING PIPE

Original pay item quantity = 80 linear feet

Final pay item quantity = 0 linear feet

DECREASE: Established unit price \$8.67 per LF x 80 = (\$ 693.60)

REASON: It was discovered that the entire bid quantity was not needed to complete the project.

Pay Item 430-175-118 PIPE CULVERT, ROUND, 18" RCP CLASS III

Original pay item quantity = 170 linear feet

Final pay item quantity = 100 linear feet

DECREASE: Established unit price \$97.41 per LF x 70 = (\$ 6,818.70)

REASON: It was discovered that the entire bid quantity was not needed to complete the project. (The plans indicate 98 LF required between structures S-41 and S-54, but it actually took 100 LF to complete this pipe run.)

Pay Item 430-175-124 PIPE CULVERT, ROUND, 24" RCP CLASS III

Original pay item quantity = 90 linear feet

Final pay item quantity = 48 linear feet

DECREASE: Established unit price \$156.04 per LF x 42 = (\$ 6,553.68)

REASON: It was discovered that the entire bid quantity was not needed to complete the project. (The plans indicate 52 LF required between structures S-40 and S-53, but it actually took 98 LF to complete this pipe run. The plans also indicate 24" pipe for the replacement pipe section at station 80+45, but that pipe was found to be 36" RCP.)

Pay Item 520-3 VALLEY GUTTER-CONCRETE

Original pay item quantity = 110 linear feet

Final pay item quantity = 98 linear feet

DECREASE: Established unit price \$30.88 per LF x 12 = (\$ 370.56)

REASON: It was discovered that the entire bid quantity was not needed to complete the project.



401 South 6th Avenue
 Wauchula, FL 33873
 Office- (863) 773 3839
 Fax- (863) 773 2006
 CGC 1516528
 CUC 1224962

Sebring Airport Authority

COR #2 REV 5

128 Authority Lane

Haywood Taylor Rehab

Sebring, FL

Attn: Kevin/Serafina (Atkins)

January 23, 2023

Provide labor, materials, and equipment to replace S-41A per RFI #1:

- Remove and dispose of existing structure (S-41A).
- Install new 24" Nyoplast Drain Basin and 4 LF of 12" ADS pipe.
- Install concrete jacket at connection between new and existing pipe.
- Form and pour 18" concrete apron around inlet.
- Lump sum pay item to be added to the pay application.
- Subtotal: \$9,805.37

Provide labor, materials, and equipment to:

- Remove and replace all MOT items as requested by the owner due to inclement weather.
- Subtotal: \$4,600.00

Provide labor, materials, and equipment to install 36' of 36" RCP in lieu of 24" noted in plans which includes:

- Increase pipe size from 24" to 36".
- Increased pipe coupling size.
- Pay Item 430-175-124 to be reduced by 36 LF.
- Subtotal: \$17,331.49
- New Pay Item for 36" RCP to be added to the pay application.

Provide labor, materials, and equipment to install temporary bypass road:

- Installing bypass road using 6" of millings.
- Removing bypass road millings upon completion and hauling to area designated by airport.
- Subtotal: \$16,351.08

Provide labor, materials, and equipment for additional curb (Pay Item 521-1-10):

- \$30.88 x 63 LF = \$1,945.44
- Subtotal: \$1,945.44

Provide labor, materials, and equipment for additional Type B Stabilization (Pay Item 160-4):

- \$18.03/SY x 175 SY = \$3,155.25
- Subtotal: \$3,155.25

Provide labor, materials, and equipment for additional OBG 5 (Pay Item 285-705):

- \$41.95/SY x 175 SY = \$7,341.25
- Subtotal: \$7,341.25

Provide labor, materials, and equipment for additional Performance Turf Sod (Pay Item 570-1-2):

- \$6.92/SY x 855 SY = \$5,916.60
- Subtotal: \$5,916.60

Provide labor, materials, and equipment for additional Flowable Fill (Excavatable) (Pay Item 121-70):

- \$315.00/CY x 3 CY = \$945.00
- Subtotal: \$945.00

Provide labor, materials, and equipment for additional Removal of Existing Concrete (Pay Item 110-4-10):

- \$35.28/SY x 100 SY = \$3,528.00
- Subtotal: \$3,528.00

Provide labor, materials, and equipment for additional Concrete Sidewalk and Driveways (Pay Item 522-1):

- \$63.15/SY x 130 SY = \$8,209.50
- Subtotal: \$8,209.50

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:
Seventy-Nine Thousand One Hundred Twenty Eight Dollars and 98/100.....\$79,128.98

All material is guaranteed to be as specified. All work to be completed in a workman like Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**Authorized
Signature**

Kyle Cobb

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature



Signature

Date of Acceptance 2.16.23

Change Order

Change Order

PROJECT: SEF Sebring Airport Authority Haywood Taylor Reconstruction Contract #22-03	CONTRACT INFORMATION: Contract for: SEF Sebring Airport Authority Date: 2/8/2023	CHANGE ORDER INFO: Change Order No.: 1 Date: 2/8/2023
OWNER: Mike Willingham, Executive Director 128 Authority Lane Sebring, Florida, 33870	OWNER'S REPRESENTATIVE: Kevin McCauley, Atkins North America 1514 Broadway, Suite 202 Fort Myers, FL 33901	CONTRACTOR: Cobb Site Development, Inc. 401 S. 6th Ave. Wauchula, FL 33873

THE CONTRACT IS CHANGED AS FOLLOWS:

The original (Contract Sum) (Guaranteed maximum Price) was	\$ 1,850,024.35
Net change by previously authorized Change orders	\$ 0.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$ 1,850,024.35
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$ 1,509,726.05

CHANGE ORDER DETAILS - CONTRACT FINAL EARTHWORK QUANTITY RECONCILIATION

This Change Order is for the final reconciliation of work for the project based on final completed work.

1) The additional work included variation in existing pipe size at time of excavation, additional maintenance of traffic work due to Hurricane Nichole, special detour due to pipe replacement beneath Haywood Taylor, and a new pay item for Type F Curb & Gutter.	\$ 79,128.98
2) Reconciliation to correct Final Contract Amount.	\$ (419,427.28)
The Contract Sum will be increased by this Change Order in the amount of	\$ (340,298.30)
The Contract Time will be (changed) by date of Final Completion as of the date of this Change Order therefore is	15 Days


NOT VALID UNTL SIGNED BY THE REPRESENTATIVE, CONTRACTOR AND OWNER.

Atkins North America
OWNER'S REPRESENTATIVE



SIGNATURE

Cobb Site Development, Inc.
CONTRACTOR



SIGNATURE

Sebring Airport Authority
OWNER



SIGNATURE

Kevin McCauley
PRINTED NAME

2/8/2023
DATE

Kyle Cobb
PRINTED NAME

2/8/2023
DATE

Mike Willingham
PRINTED NAME

2.16.23
DATE

RESOLUTION NO. 23-02

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY
CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF LEASE
BETWEEN FUNDER AMERICA, INC., TRACK APPLE, LLC, AND
FURTHER SUBLEASE TO GENESIS PRODUCTS, LLC, AND
APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTS
IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Sebring Airport Authority owns and leases real property located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida; and

WHEREAS, Funder America, Inc. (herein referred to as “Assignor”) is the Tenant under that certain Sebring Airport Authority Commercial Lease dated November 17, 2005, between Landlord, as Landlord, and Assignor, as Tenant, as amended by that certain Sebring Airport Authority First Modification of Commercial Lease dated September 20, 2007, and as amended by that certain Second Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated December 11, 2007 and as further amended by that certain Third Modification to Sebring Airport Authority’s Lease to Funder America, Inc. dated November 17, 2022 (together with all amendments, supplements, schedules, exhibits, annexes and modifications thereto, collectively, the “Lease”); and

WHEREAS, Assignor wishes to assign the Lease to Track Apple, LLC (herein referred to as “Assignee”); and

WHEREAS, Assignee wishes to sublease the lease to Genesis Products, LLC; and

WHEREAS, Wells Fargo Bank, National Association has requested the Sebring Airport Authority execute a Waiver of Landlord, waiving a claim to the personal property of the Assignee and Genesis Products, LLC located on the leased premises.

NOW, THEREFORE, BE IT RESOLVED BY the members of the Sebring Airport Authority that:

1. The Sebring Airport Authority consents to the Assignment of the Lease from Assignor to Assignee and consents to the further sublease to Genesis Products, LLC.

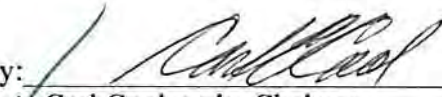
2. The Chair or Vice Chair and Assistant Secretary and the Executive Director or any designee thereof are authorized and directed to execute on behalf of the Authority and deliver the Lease Affidavit, Assignment and Assumption of Lease, Memorandum of Assignment and Assumption of Lease, Waiver of Landlord, and Sublease Agreement and such other documents as is necessary or convenient to effectuate the consent of the Sebring Airport Authority to this assignment and sublease.

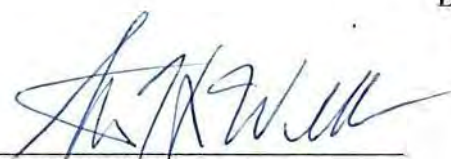
3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 16th day of February, 2023.

SEBRING AIRPORT AUTHORITY

(Seal)

By: 
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair

Attest: 
 Stanley H. Wells, as its Asst. Secretary



ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”), made effective as of February 28, 2023 (the “**Effective Date**”), is executed by and between **Funder America, Inc.**, a North Carolina corporation (“**Assignor**”) and **Track Apple, LLC**, an Indiana limited liability company (“**Assignee**”), with the consent and joinder of the **Sebring Airport Authority**, a body politic and corporate of the State of Florida (“**Landlord**”).

RECITALS

A. Assignor is the Tenant under that certain Sebring Airport Authority Commercial Lease dated November 17, 2005, between Landlord, as Landlord, and Assignor, as Tenant, as amended by that certain Sebring Airport Authority First Modification of Commercial Lease dated September 20, 2007, and as amended by that certain Second Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated December 11, 2007 and as further amended by that certain Third Modification to Sebring Airport Authority’s Lease to Funder America, Inc. dated November 17, 2022 (together with all amendments, supplements, schedules, exhibits, annexes and modifications thereto, collectively, the “**Lease**”).

B. Pursuant to the Lease, Tenant occupies certain premises located at the Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida, legally described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Premises**”).

C. Pursuant to the terms and provisions of that certain Asset Purchase Agreement dated as of the Effective Date by and among Assignor, INCIPIT AG, and Assignee, Assignor desires to assign the Lease to Assignee, and Assignee desires to accept such assignment of Lease from Assignor and to assume Assignor’s obligations under the Lease.

D. Pursuant to Section 12 of the Lease, Assignor shall not assign the Lease, directly or indirectly, without the written consent of Landlord, which Landlord has agreed to provide pursuant to its consent and joinder to this Assignment on **Exhibit B** attached hereto and incorporate herein by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee intending to be legally bound, with the consent and joinder of Landlord, hereby agree as follows:

1. The parties hereto agree that the recitals set forth above are true and correct.
2. Assignor does hereby assign, transfer, set over and convey unto Assignee all right, title and interest of Assignor in, to and under the Lease, and represents and warrants that the description of the Lease set forth in Recital A above, and the description of the Premises set forth on **Exhibit A** attached hereto, are true, correct, and complete.
3. Assignee, for itself and its successors and assigns, hereby accepts such assignment of the Lease from Assignor and, assumes and agrees to perform and be bound by all of the covenants,

agreements, provisions, conditions and obligations of the tenant under the Lease accruing on or after the Effective Date.

4. Assignee will sublease the real property subject to the Lease to **Genesis Products, LLC**, an Indiana limited liability company (“**Sublessee**”), which shall occupy the real property subject to the Lease. Sublessee hereby covenants to abide by and be bound by all of the covenants, agreements, provisions, conditions and obligations of the tenant under the Lease accruing on or after the Effective Date.

5. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee under the Lease, to the extent such claims arise out of the failure of Assignor to comply with or to perform any obligation under the Lease accruing prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor under the Lease, to the extent such claims arise out of the failure of Assignee to comply with or to perform any obligation under the Lease first accruing on or after the Effective Date.

6. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Documents executed, scanned (in .PDF or similar reprographic format), and/or executed electronically using electronic signature software (e.g. DocuSign or similar software), or similar methods (each a method of “**Electronic Execution**”) and transmitted electronically shall be deemed original signatures for purposes of this Assignment and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures.

7. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, but at all times subject to the receipt of the consent and joinder of the Landlord attached hereto as **Exhibit B**.

8. This Assignment shall be governed and construed in accordance with the laws of the State of Florida, without regard to the rules of conflict of the laws of the State of Florida or any other jurisdiction.

9. Assignor has full corporate power and authority to execute and deliver this agreement. Assignor hereby agrees to indemnify, defend and hold Landlord harmless from and against any failure of Assignor to have such authority.

10. Assignee and Sublessee have full corporate power and authority to execute and deliver this agreement. Assignee and Sublessee hereby agree to indemnify, defend and hold Landlord harmless from and against any failure of Assignee and Sublessee to have such authority.

11. This Assignment shall not be construed to confer any rights or benefit upon any person other than the parties hereto and, the Landlord, or their respective successors or permitted assigns.


12. Assignor hereby sells, transfers and assigns to Assignee all of its right, title and interest in and to that certain security deposit in the amount of \$7,000.00 required of Assignor pursuant to the Lease (the “**Security Deposit**”).

[balance of this page intentionally left blank; signatures set forth on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Funder America, Inc., a North Carolina corporation

By: 
Name: Peter Funder
Title: President

ASSIGNEE:

Track Apple, LLC, an Indiana limited liability company

By: _____
Name: _____
Title: _____

SUBLESSEE:

Genesis Products, LLC, an Indiana limited liability company

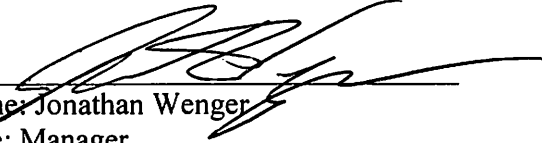
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:
Funder America, Inc., a North Carolina corporation


ASSIGNEE:
Track Apple, LLC, an Indiana limited liability company

By: _____
Name: Peter Funder
Title: President

By: 
Name: Jonathan Wenger
Title: Manager

SUBLESSEE:
Genesis Products, LLC, an Indiana limited liability company

By: Genesis Products Group, Inc.
Its: Manager

By: 
Name: Jonathan Wenger
Its: President

**EXHIBIT A
DESCRIPTION OF THE PREMISES**

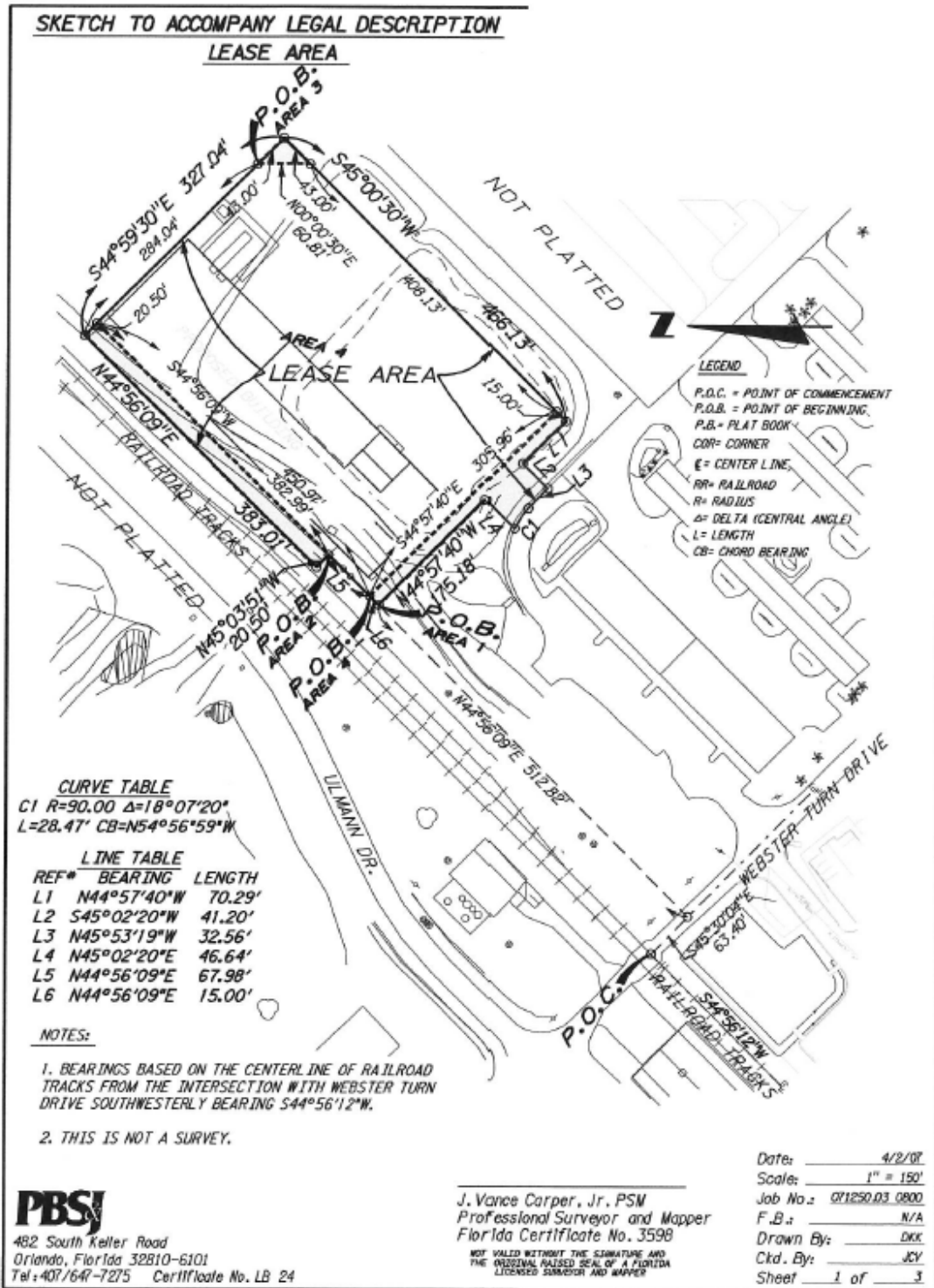


Exhibit A to Assignment and Assumption of Lease with Sebring Airport Authority as Landlord

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

LEASE AREA

LEGAL DESCRIPTION

The area includes four (4) parcels of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

AREA 1

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 15.00 feet; thence S.44°57'40"E. for 305.96 feet; thence S.45°00'30"W. for 15.00 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 7152 square feet, more or less.

TOGETHER WITH AREA 2

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet to the POINT OF BEGINNING; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 20.50 feet; thence S.44°56'09"W. for 382.99 feet to the POINT OF BEGINNING.

Containing 7851 square feet, more or less.

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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Sheet 2 of 3

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

TOGETHER WITH AREA 3

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 284.04 feet to the POINT OF BEGINNING; thence continue S.44°59'30"E. for 43.00 feet; thence S.45°00'30"W. for 43.00 feet; thence N.00°00'30"E. for 60.81 feet to the POINT OF BEGINNING.

Containing 925 square feet, more or less.

TOGETHER WITH AREA 4

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 527.82 feet to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 450.97 feet; thence S.44°59'30"E. for 263.54 feet; thence S.00°00'30"W. for 60.81 feet; thence S.45°00'30"W. for 408.13 feet; thence N.44°57'40"W. for 305.96 feet to the POINT OF BEGINNING.

Containing 3.150 acres, more or less.

THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 82.98 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 327.04 feet; thence S.45°00'30"W. for 466.13 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 3.516 acres, more or less.



482 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407/647-7275 Certificate No. LB 24

Sheet 3 of 2

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EXHIBIT B

CONSENT TO ASSIGNMENT AND SUBLEASE


Sebring Airport Authority, a body politic and corporate of the State of Florida, as Landlord, hereby consents to the assignment of the above-referenced Lease pursuant to Section 12 therein by **Funder America, Inc.**, a North Carolina corporation, to **Track Apple, LLC**, an Indiana limited liability company, and further consents to a Sublease by Track Apple, LLC to **Genesis Products, LLC**, an Indiana limited liability company.


Landlord represents that Landlord has full corporate power and authority to execute and deliver this Consent.

Dated this 16th day of February, 2023.


WITNESSES:

LANDLORD: SEBRING AIRPORT AUTHORITY


Printed Name: Beverly K. Glarner

By: 
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair


Printed Name: Keysha Pecor

Attest: 
 Stanley Wells, as its Asst. Secretary



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made effective February 28, 2023, by and between TRACK APPLE, LLC, an Indiana limited liability company (“Sublandlord”), and GENESIS PRODUCTS, LLC, an Indiana limited liability company (“Subtenant”).

WHEREAS, Sublandlord became the tenant under the Sebring Airport Authority Commercial Lease dated November 17, 2005, between the Sebring Airport Authority (the “Master Landlord”), Funder America, Inc. (“Funder”), as amended by that certain Sebring Airport Authority First Modification of Commercial Lease dated September 20, 2007, and as amended by that certain Second Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated December 11, 2007 and as further amended by that certain Third Modification to Sebring Airport Authority’s Lease to Funder America, Inc. dated November 17, 2022 (together with all amendments, supplements, schedules, exhibits, annexes and modifications thereto, collectively, the “Lease”), pursuant to that certain Assignment And Assumption of Lease dated February 28, 2023, executed by and between Master Landlord, Funder, and Sublandlord; and

WHEREAS, pursuant to the Master Lease, Sublandlord leases from Master Landlord, and Master Landlord leases to Sublandlord, the real estate and improvements, which include a manufacturing/warehousing building, commonly known as 12 Crosley Lane, Sebring, Florida 33870 (the “Premises”); and

WHEREAS, Sublandlord desires to sublease the entire Premises to Subtenant, on the terms and conditions set forth below; and

WHEREAS, Master Landlord consents to the sublease of a portion of the Premises to Subtenants pursuant to the terms and conditions of this Sublease;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Definitions. Capitalized terms used herein shall have the same meaning as defined in the Master Lease, unless otherwise defined herein.
2. Subleased Premises. Subject to the terms and conditions contained in this Sublease, Sublandlord hereby subleases to Subtenants, for Subtenants’ exclusive use, the Premises (the “Subleased Premises”).
3. Condition. Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations.
4. Use. The Subleased Premises shall be used and occupied by Subtenants solely in accordance with, and as permitted under, the terms of the Master Lease and for no other purpose.
5. Security. Subtenant shall be responsible for the security of the Subleased Premises and the security of Subtenant’s owners, executives, employees, contractors and invitees. Subtenants shall be completely responsible for supervising access to the Subleased Premises.

6. Sublease Term. The term of the Sublease (the “Term”) shall commence on the date of this Sublease and shall continue until the Master Lease is terminated.
7. Rent. Subtenant hereby agrees to pay Sublandlord all rent and all other amounts payable by Sublandlord to Master Landlord when due pursuant to the Master Lease.
8. Maintenance. Subtenant hereby agrees to be responsible for all maintenance obligations and expenses of Sublandlord under the Master Lease.
9. Taxes. Subtenant hereby agrees to be responsible for the payment of property taxes with respect to the Premises payable by Sublandlord under the Master Lease.
10. Signage/Suite Number. Subtenant, following receipt of approval from Sublandlord and in compliance with any right of Master Landlord to approve signs located on or about the Building, may place signs at the entrance of the Subleased Premises.
11. Entry. Sublandlord or its agents may enter the Subleased Premises at any time.
12. Incorporation of Master Lease. This Sublease and all rights of Subtenants hereunder are subject to and subordinate to all of the terms, conditions, covenants and provisions of the Master Lease, except as herein otherwise provided. To the extent not otherwise inconsistent with the agreements and understandings expressed in this Sublease, the terms, provisions, covenants, and conditions of the Master Lease, are hereby incorporated herein by reference on the following understandings:
 - a. Subtenants hereby acknowledge that any termination or expiration of the Master Lease for any reason whatsoever shall terminate this Sublease.
 - b. If an event occurs that is not governed by the terms and provisions of this Sublease, then the terms and provision of the Master Lease shall govern such event.
 - c. To the extent of the Subleased Premises only, Subtenants assume each and every covenant, duty and obligation of the Sublandlord under the Master Lease, and promises to faithfully observe each and every term and provision set forth in the Master Lease (except as may be modified by this Sublease).
 - d. Subtenants shall not assign or otherwise transfer, mortgage, pledge, hypothecate or encumber this Sublease or the Subleased Premises, or any interest therein, and shall not sublet the Subleased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other party to occupy the Subleased Premises, or any portion thereof, without the prior written consent of Sublandlord, which may be given or withheld in Sublandlord’s sole discretion. Sublandlord’s consent to any assignment, transfer or subletting by Subtenants shall not relieve Subtenants from any of its obligations under this Sublease.
 - e. Subtenants shall, at their sole cost and expense, procure and maintain throughout the term of this Sublease, public liability, property damage and other insurance in accordance with the provisions of the Master Lease. Any insurance policy procured by Subtenants pursuant to this paragraph shall name Sublandlord and Master Landlord as additional insured parties under such policy. Further, Subtenants shall indemnify and hold Master Landlord and Sublandlord harmless from and against all liabilities, obligations and costs, including, without limitation, reasonable attorneys’ fees, arising directly or indirectly from this Sublease, the use of the

Subleases Premises by Subtenants or their respective guests, agents, invitees or employees, and any construction, alterations or improvements made or to be made to the Subleased Premises.

13. Performance by Sublandlord. Notwithstanding any other provision of this Sublease, Sublandlord shall have no obligation: (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations, or other work, or electricity, heating, ventilation, air-conditioning, water, elevator, cleaning, or other utilities or services; or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Master Landlord under the terms of the Master Lease. Notwithstanding the foregoing, on the written request of Subtenants, Sublandlord shall make a written demand on Master Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises if Master Landlord fails to perform same within the time frame and in the manner required under the Master Lease; provided, however, Sublandlord shall not be required to bring any action against the Master Landlord to enforce its obligations. If Sublandlord makes written demand on Master Landlord or brings an action against Master Landlord to enforce Master Landlord's obligations under the Master Lease with respect to the Subleased Premises, all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord in connection therewith shall be deemed additional rent and shall be due and payable by Subtenants to Sublandlord within thirty (30) days after notice from Sublandlord.
14. Default by Subtenants. Subtenants shall not cause or allow to be caused any default under the Master Lease, nor shall Subtenants permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Master Landlord under the Master Lease. In the event of any breach by Subtenants under the Master Lease or this Sublease, in addition to all rights granted to Sublandlord under this Sublease, Sublandlord shall have all of the rights against Subtenants as would be available to Master Landlord against Sublandlord under the Master Lease if such breach were by the Sublandlord pursuant to the Master Lease including, without limitation, the right to terminate Subtenants' right to possession of the Subleased Premises and all other rights upon default as set forth in the Master Lease and as Sublandlord may be entitled either at law or in equity.
15. Brokers. Each of the parties hereby agrees to defend, indemnify and hold the other party harmless from and against any and all damage, loss, cost or expense, including, without limitation, all attorneys' fees and disbursements incurred by reason of any claim by any broker, agent, person or entity claiming a commission, fee or otherwise with respect to this Sublease or the Subleased Premises.
16. Subordination to Mortgages. This Sublease and all rights of Subtenant hereunder are and shall be subject and subordinate to the lien of that certain Leasehold Mortgage, Security Agreement and Financing Statement dated effective the same date as this Sublease, by Sublandlord in favor of Funder America, Inc. (the "Leasehold Mortgage"), and to any and all modifications of the Leasehold Mortgage. Subtenant shall, upon demand at any time or times, execute, acknowledge, and deliver to Sublandlord, without expense to Sublandlord, a SNDA to reasonably subordinate this Sublease and all rights hereunder to

the lien of the Leasehold Mortgage provided that such SNDA affords Subtenant rights of nondisturbance hereunder.

17. Miscellaneous.


- a. The obligations of the Subtenants under this Sublease are joint and several.
- b. Subtenants shall not record this Sublease.
- c. This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.
- d. This Sublease may not be modified or amended in any manner other than by a written agreement signed by both parties.
- e. This Sublease shall be governed by the laws of the State of Florida, except for its conflicts of laws provisions.

[SIGNATURES ON NEXT PAGE]

Authorized representatives of the parties have executed this Sublease effective as of the date first set forth above.

“SUBLANDLORD”

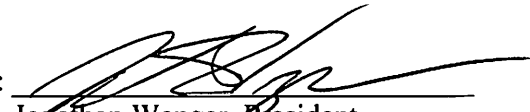
TRACK APPLE, LLC,
an Indiana limited liability company

By: 
Jonathan Wenger, Manager

“SUBTENANT”

GENESIS PRODUCTS, LLC
an Indiana limited liability company

By: Genesis Products Group, Inc.
Its: Manager

By: 
Jonathan Wenger, President

APPROVED BY LANDLORD:

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

By: _____

Name: _____

Title: _____

Authorized representatives of the parties have executed this Sublease effective as of the date first set forth above.

“SUBLANDLORD”

TRACK APPLE, LLC,
an Indiana limited liability company

By: _____

Name: _____

Title: _____

“SUBTENANT”

GENESIS PRODUCTS, LLC
an Indiana limited liability company

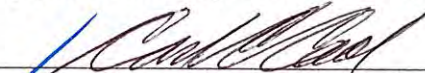
By: _____

Name: _____

Title: _____

APPROVED BY LANDLORD:

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

By: 

- Carl Cool, as its Chair or
- Mark Andrews, as its Vice Chair

Attest: 

- Stanley H. Wells, as its Asst. Secretary

(Corporate Seal)



LEASE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HIGHLANDS

Before me, the undersigned authority, this day personally appeared **D. Michael Willingham** (hereinafter referred to as the “Affiant”), who being by me first duly sworn, deposes and says:

1. Affiant is the Executive Director of the Sebring Airport Authority, a body politic and corporate of the State of Florida (the “Owner”), and makes this Affidavit based on a review of the records of Sebring Airport Authority.

2. The Owner is the owner of the property described in **Exhibit “A”** attached hereto and incorporated herein (the “Property”) and upon which a leasehold interest (the “Leasehold”) is held by Funder America, Inc., a North Carolina corporation (the “Tenant”), pursuant to that certain Sebring Airport Authority Commercial Lease dated November 17, 2005, as amended by that certain Sebring Airport Authority First Modification of Commercial Lease dated September 20, 2007, and as amended by that certain Second Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated December 11, 2007 and as further amended by that certain Third Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated November 17, 2022 (together with all amendments, supplements, schedules, exhibits, annexes and modifications thereto, collectively, the “Lease”).

3. There is no default in the payment of rent under the Lease.

4. There are no defaults under any other covenants of the Lease to be performed by the Tenant.

5. There are no charges which the Owner claims to be additional lien upon the Leasehold.

6. The Lease is in full force and effect and there are no amendments thereto.

7. This Affidavit is made for the purposes of (a) reliance by Track Apple, LLC and its successor and assigns upon the statements set forth herein, and (b) inducing First American Title Insurance Company to issue its title insurance policy insuring the Leasehold.

Affiant avers the foregoing statements are true and correct.

[signature on following page]

Dated: 2-16, 2023.

Affiant: [Signature]
Print Name: D. Michael Willingham

Sworn to and subscribed before me by means of (check one) physical presence or online notarization, this 16th day of February, 2023, by D. Michael Willingham. He (check one) is personally known to me or has produced a valid driver's license as identification.

[Signature]
Notary Public, State and County, Aforesaid
Name: _____
My Commission Expires _____
My Commission Number is: _____

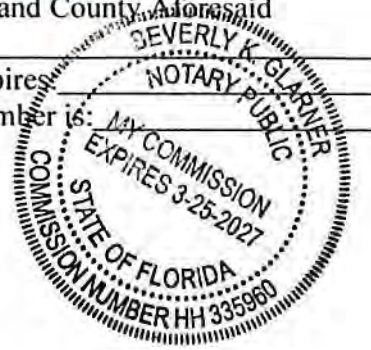
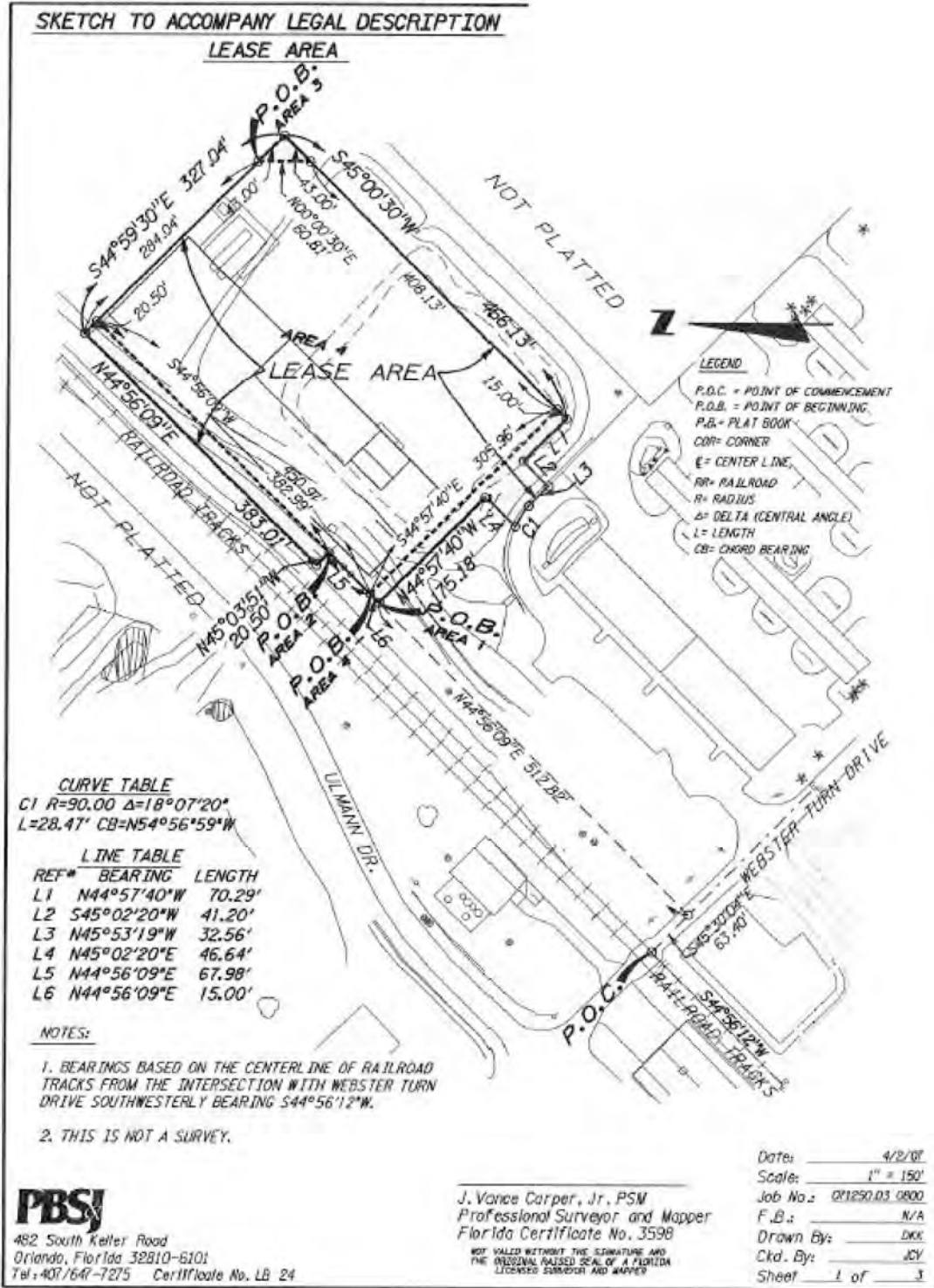


Exhibit "A"

The Property



LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

LEASE AREA

LEGAL DESCRIPTION

The area includes four (4) parcels of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

AREA 1

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 15.00 feet; thence S.44°57'40"E. for 305.96 feet; thence S.45°00'30"W. for 15.00 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 7152 square feet, more or less.

TOGETHER WITH AREA 2

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet to the POINT OF BEGINNING; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 20.50 feet; thence S.44°56'09"W. for 382.99 feet to the POINT OF BEGINNING.

Containing 7851 square feet, more or less.

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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

TOGETHER WITH AREA 3

Commence at the point of Intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 284.04 feet to the POINT OF BEGINNING; thence continue S.44°59'30"E. for 43.00 feet; thence S.45°00'30"W. for 43.00 feet; thence N.00°00'30"E. for 60.81 feet to the POINT OF BEGINNING.

Containing 825 square feet, more or less.

TOGETHER WITH AREA 4

Commence at the point of Intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 527.82 feet to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 450.97 feet; thence S.44°59'30"E. for 263.54 feet; thence S.00°00'30"W. for 60.81 feet; thence S.45°00'30"W. for 408.13 feet; thence N.44°57'40"W. for 305.96 feet to the POINT OF BEGINNING.

Containing 3.150 acres, more or less.

THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the point of Intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 82.98 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 327.04 feet; thence S.45°00'30"W. for 466.13 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 3.516 acres, more or less.



482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Sheet 3 of 8

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Prepared by and return to:
Heather Carmody (#123335)
Barnes + Thornburg LLP
225 S. 6th St. Suite 2800
Minneapolis, MN 55402

RE Parcel #: C-05-35-30-A00-0020-0040

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE (this “Memorandum”), made effective as of February 28, 2023 (the “Effective Date”), is executed by and between **Funder America, Inc.**, a North Carolina corporation (“Assignor”), and **Track Apple, LLC**, an Indiana limited liability company (“Assignee”), with the consent and joinder of the **Sebring Airport Authority**, a body politic and corporate of the State of Florida (“Landlord”).

RECITALS

A. Assignor is the Tenant under that certain unrecorded Sebring Airport Authority Commercial Lease dated November 17, 2005, between Landlord, as Landlord, and Assignor, as Tenant, as amended by that certain Sebring Airport Authority First Modification of Commercial Lease dated September 20, 2007, and as amended by that certain Second Amendment to Sebring Airport Authority’s Lease to Funder America, Inc. dated December 11, 2007 and as further amended by that certain Third Modification to Sebring Airport Authority’s Lease to Funder America, Inc. dated November 17, 2022 (together with all amendments, supplements, schedules, exhibits, annexes and modifications thereto, collectively, the “Lease”).

B. Pursuant to the Lease, Tenant occupies certain premises located at the Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida, legally described on **Exhibit A** attached hereto and incorporate herein (the “Premises”).

C. Assignor and Assignee desire to give notice to the public of the assignment of the Lease by Assignor to Assignee as of the Effective Date, as well as Landlord’s consent to such assignment.

ACCORDINGLY, this Memorandum shall serve as notice to the public of the assignment of the Lease by Assignor to Assignee, as well as Landlord’s consent thereto.

[balance of this page intentionally left blank; signatures set forth on the following 2 pages]

NCS-1687E01-MPLS (CA 16g)

IN WITNESS WHEREOF, Assignor has caused this Memorandum to be executed and delivered as of the Effective Date.

WITNESSES:

Signature: [Signature]
Print Name: Olivia Brown

Signature: [Signature]
Print Name: REBECCA H. DUKE

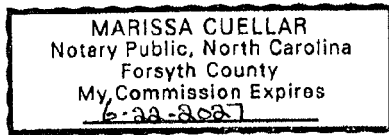
Funder America, Inc., a North Carolina corporation

By: [Signature]
Name: Peter Funder
Title: President

STATE OF NC
COUNTY OF David

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of February, 2023, by Peter Funder, the President of Funder America, Inc., a North Carolina corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[SEAL]



[Signature]
Signature of Notary Public
Marissa Cuellar
Print Name
My Commission Expires: 6-22-2027
My Commission Number is 202217800020

IN WITNESS WHEREOF, Assignee has caused this Memorandum to be executed and delivered as of the Effective Date.

WITNESSES:

Signature: [Signature]
Print Name: TIMOTHY A. WEAVER

Track Apple, LLC, an Indiana limited liability company

Signature: [Signature]
Print Name: Andrew Helfrich

By: [Signature]
Jonathan Wenger, President

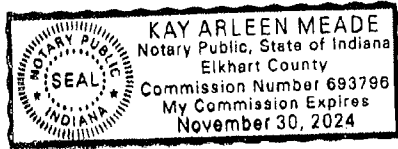
STATE OF Indiana
COUNTY OF Elkhart

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of February, 2023, by Jonathan Wenger the President of Track Apple, LLC, an Indiana limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[SEAL]

[Signature]
Signature of Notary Public

Print Name _____
My Commission Expires: _____
My Commission Number is _____



CONSENT AND JOINDER

Pursuant to Section 12 of the Lease, Landlord hereby consents to the assignment of the Lease by Assignor to Assignee as of the Effective Date, and further joins this Memorandum to provide notice to the public of the assignment of the Lease by Assignor to Assignee and Landlord's consent thereto.

IN WITNESS WHEREOF, Landlord has caused this Consent and Joinder to this Memorandum to be executed and delivered as of the Effective Date.

WITNESSES:

Signature: *Beverly K. Glarner*
Print Name: Beverly K. Glarner

Signature: *Jami Olive*
Print Name: Jami Olive

Sebring Airport Authority, a body politic and corporate of the State of Florida

By: *Carl Cool*
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair

Attest: *Stanley Wells*
 Stanley Wells, as its Asst. Secretary

STATE OF FLA
COUNTY OF Highland

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2023, by Mark Andrews, the _____ of Sebring Airport Authority, a body politic and corporate of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[SEAL]

Beverly K. Glarner
Signature of Notary Public

Print Name _____
My Commission Expires: _____
My Commission Number is _____

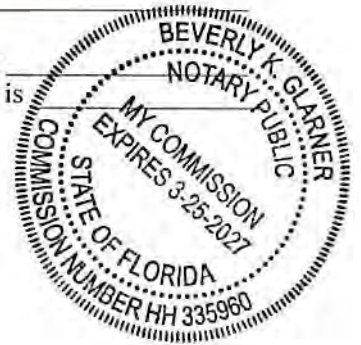
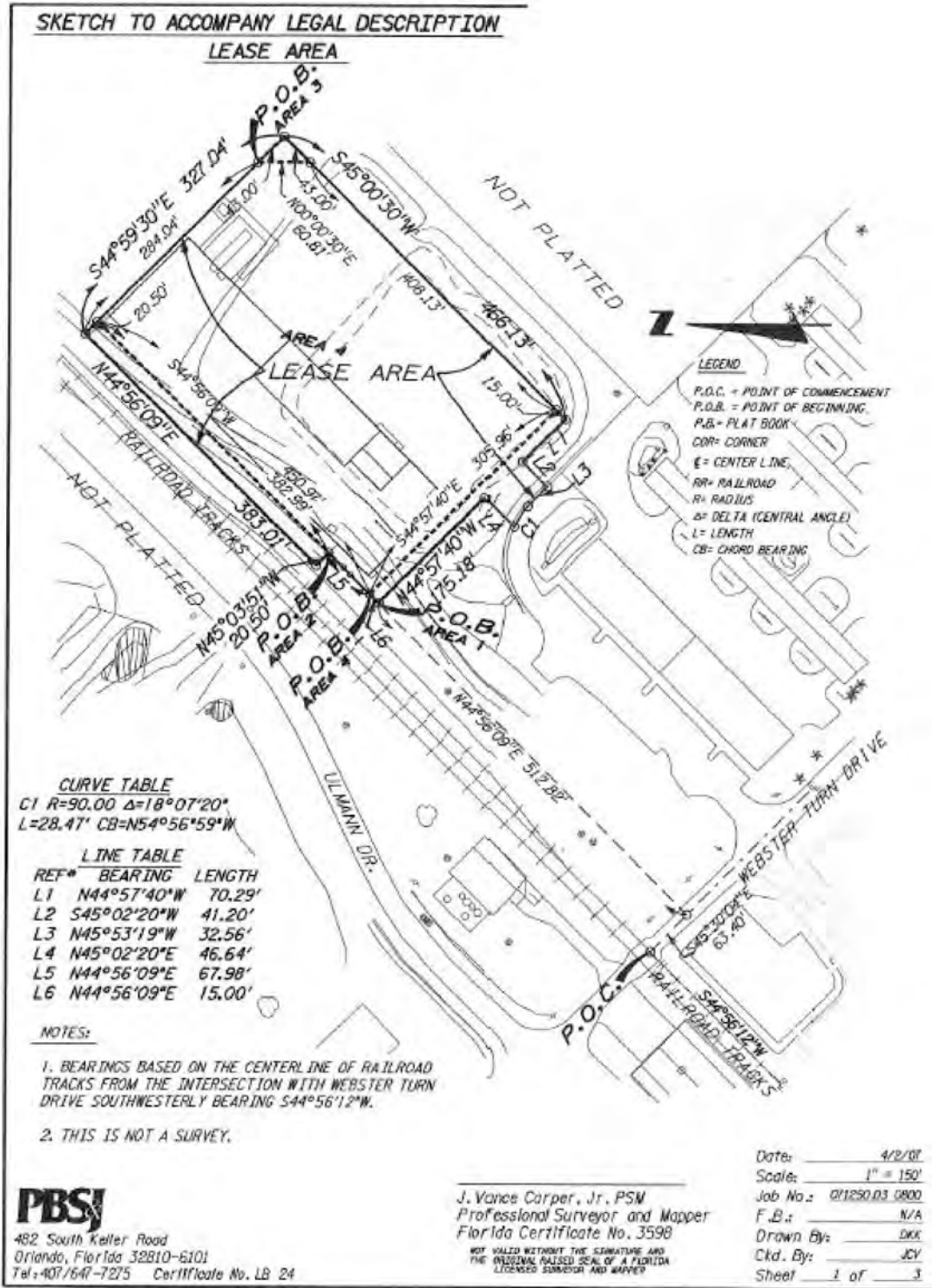


EXHIBIT A DESCRIPTION OF THE PREMISES



LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

LEASE AREA

LEGAL DESCRIPTION

The area includes four (4) parcels of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

AREA 1

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 15.00 feet; thence S.44°51'40"E. for 305.96 feet; thence S.45°00'30"W. for 15.00 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 7152 square feet, more or less.

TOGETHER WITH AREA 2

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet to the POINT OF BEGINNING; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 20.50 feet; thence S.44°56'09"W. for 382.99 feet to the POINT OF BEGINNING.

Containing 7851 square feet, more or less.

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482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Sheet 2 of 3

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LEASE AREA

TOGETHER WITH AREA 3

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 595.80 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 284.04 feet to the POINT OF BEGINNING; thence continue S.44°59'30"E. for 43.00 feet; thence S.45°00'30"W. for 43.00 feet; thence N.00°00'30"E. for 60.81 feet to the POINT OF BEGINNING.

Containing 925 square feet, more or less.

TOGETHER WITH AREA 4

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 527.82 feet to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 450.97 feet; thence S.44°59'30"E. for 263.54 feet; thence S.00°00'30"W. for 60.81 feet; thence S.45°00'30"W. for 408.13 feet; thence N.44°57'40"W. for 305.96 feet to the POINT OF BEGINNING.

Containing 3.150 acres, more or less.

THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the point of intersection of the centerline of Webster Turn Drive and the centerline of railroad tracks (more particularly the Southerly of the two sets of tracks) on the Sebring Airport Property; thence S.45°30'04"E. along said centerline of Webster Turn Drive for 63.40 feet; thence departing said centerline run N.44°56'09"E. for 512.82 to the POINT OF BEGINNING; thence continue N.44°56'09"E. for 82.98 feet; thence N.45°03'51"W. for 20.50 feet; thence N.44°56'09"E. for 383.01 feet; thence S.44°59'30"E. for 327.04 feet; thence S.45°00'30"W. for 466.13 feet; thence N.44°57'40"W. for 70.29 feet; thence S.45°02'20"W. for 41.20 feet; thence N.45°53'19"W. for 32.56 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve having a radius of 90.00 feet, through a central angle of 18°07'20" for 28.47 feet; thence N.45°02'20"E. for 46.64 feet; thence N.44°57'40"W. for 175.18 feet to the POINT OF BEGINNING.

Containing 3.516 acres, more or less.



482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Sheet 3 of 2

V:\orfsa\orfsa\sebr\hnd\accor\law\lsl\1784530702.dwg 02-APR-2007 15:05

WAIVER OF LANDLORD

This Agreement is made and entered into as of February 28, 2023, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (hereinafter, "Landlord").

1. Landlord hereby consents to the security interest heretofore, now or hereafter to be granted to Bank in all of the personal property (the "Personal Property") of GENESIS PRODUCTS, LLC, an Indiana limited liability company, and TRACK APPLE, LLC, an Indiana limited liability company ("Tenant"), tangible and intangible, whether now owned and existing or hereafter acquired or arising, and wheresoever located, all additions, accessions, accessories, and replacements of any of the foregoing, and all products and proceeds of the foregoing, now or at any time hereafter affixed to or installed or kept on or at the certain real property owned by Landlord and leased to Tenant located at the Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida (the "Property").

2. Landlord agrees that the Personal Property is and shall at all times remain personal property even though they may be affixed to or installed or resting upon the Property.

3. Landlord hereby waives all right, title, claim or interest in or to the Personal Property by reason of the Personal Property being attached to or installed or resting upon the Property and hereby grants to Bank permission to enter onto the Property and remove the Personal Property therefrom at any reasonable time.


4. Bank agrees to reimburse Landlord for the cost of repair of any physical damage to the Property caused by Bank's entry thereon and removal of the Personal Property, but not for any diminution in value of the Property caused by the absence of the Personal Property so removed or by any necessity of replacing them. Landlord further waives any right to require Bank to provide security for the performance of this obligation.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

BANK:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Kyle C. Lacey, Director

WITNESSES:

Printed Name: _____

Printed Name: _____

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

By: _____

- Carl Cool, as its Chair or
- Mark Andrews, as its Vice Chair

Attest: _____

- Stanley H. Wells, as its Asst. Secretary

(Corporate Seal)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

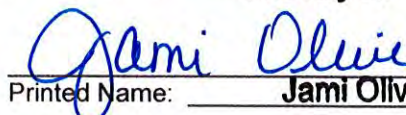
BANK:

WELLS FARGO BANK,
NATIONAL ASSOCIATION


By: _____
Name: _____
Title: _____


WITNESSES:


Printed Name: Beverly K. Glarner


Printed Name: Jami Olive

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

By: 
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair

Attest: 
 Stanley H. Wells, as its Asst. Secretary



Executive Director's REPORT



INSIDE

- Space Florida Visits Sebring Airport
- Sebring Airport Updates
- Sebring International Raceway News
- EAA 70th Celebration



Space Florida staff will be on Airport Wednesday February 15th to meet with several tenants that are considering expansion projects.

Space Florida was created as an independent special district that uniquely serves as the single point of contact for all space and aerospace-related functions of the State of Florida. Thanks to Jeff King with the EDC for helping with arrangements.

Capital Accelerator Programs

Since November 2015, Space Florida has successfully partnered with the Florida Venture Forum with the intent of generating working capital and venture funds for Florida's Aerospace and Aviation supply chain industries. Headquartered in Miami and Tampa, The Florida Venture Forum (FVF) is the preeminent statewide, member based, private equity, venture capital and angel capital organization in Florida. In 2019, FVF is celebrating 35 years of connecting Florida Entrepreneurs and Capital Sources to foster a thriving Innovation economy in the State of Florida.

In this partnership, Space Florida provides cash awards to winning presenting companies to attract the

most innovative and capital worthy companies. Typical awards vary depending on whether the presenting companies are Seed, Early or Growth Stage. The range extends from \$25K to \$100K max.

Florida Venture Forum organizes the logistics side of the accelerator event including the company Application process, as well as call on their large assembly of investors and Board members to participate and raise awareness of the potential investment opportunities. To date (August 2019), almost \$302 Million has been invested in the participating companies at these accelerator events.

Space Florida History

The Governor's Commission Report on Space & Aeronautics – finalized in 2006 – outlined the potential benefits of realigning the structure and functionality of Space Florida's three predecessor organizations into a new structure. The entity would have a high level of visibility within the state, a high level of recurring industry participation in setting strategic direction, and would also provide a single point of contact for businesses.

In May 2006, the Florida Legislature passed the Space Florida Act, consolidating Florida's three existing space entities (Florida Space Authority, Florida Space Research Institute, and Florida Aerospace Finance Corporation) into a single new organization. Space Florida was established by the legislature on Sept 1, 2006.

MISSION AREAS

- **Increase Investment Activity in Florida's Aerospace Ecosystem**
- **Maximize Capacity and Capability of Florida's Spaceport System**
- **Accelerate Innovation in Commercial Aerospace Applications**
- **Enable Statewide Industry Growth**



Haywood Taylor

Haywood Taylor Reconstruction: Construction has been completed with substantial completion being issued. Final Completion and project closeout anticipated by Mid-March.

Airport Signage

The airport is planning to overhaul all outdoor airport signage. This project will include street signs as well as directional signage. The design process is underway and completion is expected in 3rd quarter of 2023.

EAA IS CELEBRATING THEIR 70TH ANNIVERSARY AT EAA AIRVENTURE OSHKOSH 2023, WITH 70 YEARS OF DREAMERS

AND DOERS THAT HAVE MADE POSSIBLE THE LARGEST AVIATION CELEBRATION IN THE WORLD!

Get your tickets to join EAA on July 24-30 to see all that's been accomplished over the past 70 years. Early bird pricing is in effect until June 15, 2023, don't wait!



Enter EAA's Pilot Your Own Adventure Contest

Win an Airventure camping experience of a lifetime! Supported by Flight Outfitters

Enter now!



Wayne Estes Reporting

While every year, every promoter wants to say “this is going to be the biggest year ever,” we actually mean it in 2023.

For the past five, perhaps seven years, IMSA and the world sports car governing authorities have worked to build a common car with comparable rules so that cars that compete for overall victories in the Mobil 1 Twelve Hours of Sebring and the Rolex 24 at Daytona also can compete for the overall victory at the 24 Hours of Le Mans.

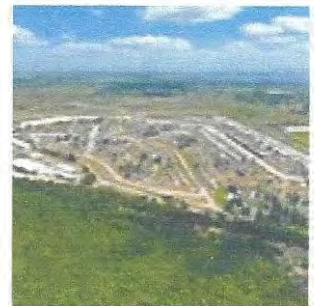
Those years of cooperation have brought us to 2023 where Cadillac and Porsche will compete at sports car racing’s highest levels both in Europe and the U.S. in what IMSA calls GTP and the World Endurance Championship calls Hypercar. Acura and BMW also are introducing GTP cars. Ferrari, Peugeot, Toyota and at least two privateers will compete against Cadillac and Porsche at Sebring. To see all of these new cars in one place, there is only one place in the world all will be on track in 2023: Sebring in March for the WEC 1000 Miles of Sebring and the IMSA Mobil 1 Twelve Hours of Sebring.

And the fans know it. Advance ticket sales are running far ahead of 2022. All premium offerings are sold out. All trackside RV parking spaces are sold out. In short, only General Admission

tickets and unreserved RV spaces are available.

Meanwhile, the property has undergone some improvements and updates, including two new permanent grandstands in Turns 3 and 6, and the area around the historic Hendricks Field flagpole has been restored with repaved streets, new curbs, and landscaping. We plan a dedication ceremony that will include a Gold Star Family ceremony on Wednesday evening, March 15.

Track rentals in the first quarter are at an all-time high as teams prepare for our March event as well as IndyCar races in St. Pete and the SVRA/Trans-Am weekend at the end of February. Richard Petty, who has a grandson competing in that Trans-Am race, will be the grand marshal for the Trans-Am weekend.



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



ACCELERATE YOUR BUSINESS'S POTENTIAL