

**Sebring Airport Authority
Board Meeting Agenda
February 19, 2026**

1:30 p.m.

**Hendricks Field Center
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> |
|-------------------------|-------------|---------------------------------|-------------------------------|
| 03/12/2026 | 1:30pm | SAA/CRA Board Meeting | Hendricks Field Center |
| 03/18/2026 – 03/22/2026 | | Mobil 1 Twelve Hours of Sebring | Sebring International Raceway |

2. CONSENT AGENDA

- a) Approve January 2026 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) DUC Propellers USA, LLC - Commercial Land Lease and Project Development Contract
- b) Rexair Lease 1st Amendment
- c) Vogel Seed & Fertilizer, LLC Assumption of Turf Care Supply Corp Lease
- d) Resolution 26-03 Approving Budget Amendment S26-03
- e) Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program - \$3,044,630 – Airfield Stormwater Improvements Project

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTORS' REPORT

- Andrew Bennett

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Jami Olive, Sebring Airport Authority at 863-314-1317.

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

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
January 15, 2026**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on January 15,2026, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

| | | |
|------------------|---|-------------------------------|
| Stanley Wells | - | Chairman |
| Carl Cool | - | Secretary |
| Jason Dunkel | - | Assistant Secretary |
| Mark Andrews | - | Board Member |
| Pete McDevitt | - | Board Member |
| D. Craig Johnson | - | Vice Chairman (by Teams Only) |

Also

| | | |
|-----------------|---|--------------------------------|
| Mike Willingham | - | Executive Director |
| Andrew Bennett | - | Deputy Director |
| Colleen Plonsky | - | Director of Finance (by Teams) |
| Jami Olive | - | Airport Services Manager |
| Bob Swaine | - | Swaine, Harris & Wohl, P.A. |
| Rex Thompson | - | Allied Universal |
| Heather Meyer | - | AtkinsRéalisis |
| Keira Medina | - | Avcon, Inc. |
| Eric Menger | - | Hanson |
| Craig Sucich | - | RS&H |
| Justin Smith | - | EAA Chapter 1240 |

1. OPENING ITEMS

A. Meeting was called to order at 1:30 p.m. by Chairman Stanley Wells.

B. Bob Swaine led the Invocation and led the Pledge.

C. Roll Call

Mark Andrews, Carl Cool, Jason Dunkel, Pete McDevitt, and Stanley Wells were present at the meeting. D. Craig Johnson was present by Teams for the meeting. Terrill Morris was absent.

D. Announcements

Chairman Stanley Wells asked if there were any other announcements.

2. CONSENT AGENDA

Approve the Consent Agenda:

Chairman Stanley Wells asked if there was any public comment pertaining to the consent agenda items, with no comment asked.

There was a motion by Pete McDevitt to approve the Consent Agenda with a second by Carl Cool. The motion was passed with ayes from Andrews, Cool, Dunkel, Johnson (by Teams), McDevitt, and Wells.

3. MISCELLANEOUS

4. ACTION ITEMS

Chairman Stanley Wells asked if there was any public comment pertaining to the action items, with no comment asked.

a.) Tecnam US, Inc. – Commercial Lease – Building 104 Hangar Bay C3

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson (by Teams), McDevitt and Wells.

b.) Asset Removal

This item was presented by Colleen Plonksy. There was a motion by Mark Andrews to approve the item as presented, with a second by Pete McDevitt. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson (by Teams), McDevitt and Wells.

c.) Resolution 26-02 Approving Budget Amendment S26-02

This item was presented by Colleen Plonksy. The budget amendment represents the transfer from the CRA to SAA for the two completed projects, which are the Terminal Café repairs and the Terminal Public area flooring. There was a motion by Pete McDevitt to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson (by Teams), McDevitt and Wells.

CONTINGENT ACTION ITEMS

No items were presented.

5. EXECUTIVE DIRECTOR'S REPORT

Deputy Director Andrew Bennett presented the Executive Director's report and gave a briefing on the ongoing activities for this month. He had the privilege of traveling to Tallahassee to attend a presentation made by FDOT regarding the statewide plans for Advanced Air Mobility initiative.

The airport has had an increase in jet traffic. We have had many corporate jets arriving with ties to the racetrack.

There was a brief discussion about the upcoming range activities and FBO operations through January and February 2026. We have a large-scale training event for the Navy and Coast Guard beginning in January that will be here at the airport and at the range.

The airport for 2025 was 24% increase in operations over previous year. The FBO is fully staffed and looking forward to a busy season.

Deputy Director Andrew Bennett spoke about the March board meeting date change that was voted on at last month's board meeting. The regularly scheduled meeting would be held during the week of the 12 Hour race. The board had agreed to move the board meeting from March 19th to the 26th. After some internal discussion, staff would like to recommend moving the meeting from March 26th to March 12th. This would be the week prior to the 12 Hours of Sebring race. There was a motion made by Carl Cool to move the board meeting to March 12th, with a second by Pete McDevitt. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson (by Teams), McDevitt and Wells.

Justin Smith with the EAA Heartland Chapter 1240 gave a brief update on the EAA Chapter and high school aviation program. They currently have 67 high schoolers in the program. The EAA holds an annual banquet every year and last year they raised \$19,600 at the banquet and were able to give 2 scholarships to local students to get their private pilots license. The annual banquet for this year is Saturday, January 31st and he is extending an invite to any board member that would like to attend. They will be awarding 2 more scholarships this year for students to achieve their private pilot's license.

Board member Pete McDevitt gave a brief history and passed around a print of the airports control tower that was done by a local artist. These prints are available for purchase and the proceeds will be divided by the Lake Placid Rotary Club and the EAA Chapter 1240.

6. DIRECTOR'S BUSINESS

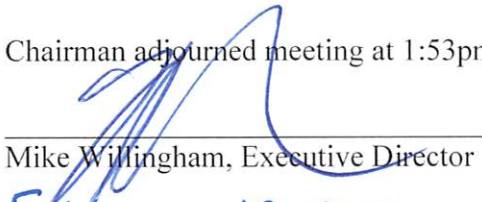
No items were presented.

7. CONCERNS OF THE PUBLIC

No items were presented.

8. ADJOURNMENT

Chairman adjourned meeting at 1:53pm.



Mike Willingham, Executive Director

February 19, 2026

Approved by Board

January 2026 Paid List

| Date | SAA/FBO - Paid Invoices | Amount | Description |
|-------------|-----------------------------------|---------------|--|
| 1/2/2026 | Sage Payment Solutions | \$4,902.12 | SAA: Paya Exchange Credit Card Fees December 2025 |
| 1/6/2026 | Sebring Airport Authority | \$88,508.81 | FBO: Reimbursement to SAA for August, September, October 2025 Expenses |
| 1/6/2026 | Ascent Aviation Group | \$20,568.56 | FBO: Jet-A Fuel @ KSEF |
| 1/7/2026 | Gibson Aviation Services Inc. | \$867.31 | FBO: Troubleshooting Jet-A Truck - Printing Error |
| 1/7/2026 | C & C Plumbing, Inc. | \$7,952.40 | SAA: Provided New Metered Water Service to Buildings 916-918 |
| 1/7/2026 | Bates Security | \$307.26 | SAA: Six Month Fire/Alarm Monitoring Service |
| 1/7/2026 | Cintas | \$224.56 | SAA/FBO: Weekly Services; Mats, Soap, Germx, Sanis Screen |
| 1/7/2026 | Cintas | \$130.00 | SAA/FBO: Monthly Agreement for AED System |
| 1/7/2026 | CliftonLarsonAllen | \$20,701.63 | SAA/CRA: Audit Services 2024-2025, Professional Services, Technology & Client Support Fees |
| 1/7/2026 | Copy Life Inc | \$287.26 | SAA/FBO: December 2025 Copies |
| 1/7/2026 | Department of Management Svcs. | \$338.65 | SAA/FBO: November 2025 Audio; Long Distance |
| 1/7/2026 | Federal Express Corporation | \$18.84 | SAA: Express Shipping Charges |
| 1/7/2026 | Leaf Capital Funding, LLC | \$457.26 | SAA/FBO: Lease of Copy Machines |
| 1/7/2026 | The News Sun | \$97.85 | SAA/CRA: Publication - Board Meeting Notice 2025-2026 |
| 1/7/2026 | Paul C Valladares Jr | \$270.00 | SAA/FBO: January 2026 Plant Service |
| 1/7/2026 | Rapid Systems | \$143.95 | SAA/FBO: January 2026 Monthly Internet - Control Tower |
| 1/7/2026 | RS&H, Inc | \$10,471.59 | SAA: Professional Services - SEF Drainage Alternatives and Energy Baselineing Through 11.30.2025 |
| 1/7/2026 | SoutheastChapter Amer Asso Air | \$35.00 | SAA: 2026 SEC-AAAE Membership Dues (Southeast Chapter of American Associates Airport Executives) |
| 1/7/2026 | Armando J. de Solo III | \$72.00 | FBO: Embroidery on Hats for FBO Employees |
| 1/7/2026 | TechHouse:Intergrated | \$198.19 | SAA: General IT Support - New Hire User Set Up |
| 1/8/2026 | Dustin Dennis | \$425.00 | SAA/FBO: Detailing of Airport Vehicles |
| 1/12/2026 | Ascent Aviation Group | \$46.00 | FBO: Credit Card Equipment Monthly Warranty & Communication Fees |
| 1/13/2026 | Creative Sign Designs | \$17,113.24 | SAA: Deposit for Installation of Street Signs - Project Coordination and Material Production |
| 1/13/2026 | Cintas | \$449.12 | SAA/FBO: Weekly Services; Mats, Soap, Germx, Urinal Mats, Sanis Screen |
| 1/13/2026 | Delaney Fence Co Inc | \$5,250.00 | SAA: Repair Existing Fence: Buildings 916-919, Installed New Top-Rail, Line Post, and Barbed Wire |
| 1/13/2026 | RW Summers Railroad Contr.,Inc | \$1,356.00 | SAA: Q4 2025 Track Inspection @ SAA Performed 12/22/2025 |
| 1/13/2026 | Smarsh Inc. | \$3,258.50 | SAA: Professional Archive - SMG, Facebook, LinkedIn, Verizon, Quickstart |
| 1/13/2026 | TechHouse:Intergrated | \$91.88 | SAA: General IT Support - Reviewed Dictation Application for Security/Privacy |
| 1/15/2026 | SWK Technologies, Inc. | \$525.00 | SAA: Monthly Fee for Sage 100 Secure Cloud Services |
| 1/20/2026 | Mosaix Software Inc. | \$1,315.00 | FBO: AvMan Series Software February 2026 |
| 1/20/2026 | Ascent Aviation Group | \$20,392.91 | FBO: Jet-A Fuel @ KSEF |
| 1/20/2026 | Craig D Curtis | \$102.00 | SAA: Bldg. 104 C-3; Replaced Cylinder on Front Door/Re-keyed Interior Door Cylinder to Master System |
| 1/20/2026 | Advanced Roofing, Inc. | \$3,600.00 | SAA: Terminal Building Roof Inspection, Repairs, and Maintenance Performed per Contract |
| 1/20/2026 | Universal Protection Service, LLC | \$15,191.68 | SAA: December 2025 Security Services |
| 1/20/2026 | Big Messages LLC | \$177.89 | SAA/FBO: After Hours Telephone Answering Service - February 2026 |
| 1/20/2026 | Cintas | \$424.63 | SAA/FBO: Weekly Services; Mats, Soap, Germx, Urinal Mats, Sanis Screen |
| 1/20/2026 | CliftonLarsonAllen | \$539.58 | SAA: Monthly Lease and SBITA Software Fees |
| 1/20/2026 | Diana Ries Designs, Inc. | \$1,410.70 | SAA/CRA: November 2025 Website Updates, Creative PR, Ad Creation for Publication |
| 1/20/2026 | Long's Air Conditioning, Inc. | \$285.00 | SAA: Service Call-Terminal Building Unit 3 Compressor/Refrigerant Pressure Issues |
| 1/20/2026 | Ports Publishing, LLC. | \$350.00 | SAA: Advertising - 2025 Miami Airports & Freight Guide |
| 1/20/2026 | TechHouse:Intergrated | \$122.66 | SAA: General IT Support - Reinstalled Scanner, Delegated FBO Mailbox Users |
| 1/20/2026 | U.S. Department of Agriculture | \$475.33 | SAA: APHIS Wildlife Management - Personnel Compensation/Program Support |
| 1/20/2026 | Verizon Wireless | \$1,224.10 | SAA/FBO: Monthly Mobile Service December 2025 |
| 1/21/2026 | Dickerson Infrastructure, Inc. | \$238,155.50 | SAA: SEF Webster Turn Drive (Grant Reimbursed) November 2025 (Payapp#4) |
| 1/26/2026 | Ascent Aviation Group | \$29,467.15 | FBO: Jet-A Fuel @ KSEF |
| 1/27/2026 | Cintas Corporation No. 2 dba | \$101.44 | FBO: First-Aid Cabinet Replenishment December 2025 |
| 1/27/2026 | Cintas Corporation No. 2 dba | \$28.63 | FBO: First-Aid Cabinet Replenishment January 2026 |
| 1/27/2026 | Atkins North America, Inc. | \$38,234.50 | SAA: Carroll Shelby Rehab Design Services - RIF Grant Reimbursed |
| 1/27/2026 | CivilSurv Design Group, Inc. | \$3,640.00 | SAA: Professional Services Webster Turn Drive Recon - Grant Reimbursed - FJG FL Commerce |
| 1/27/2026 | BOS of Florida, Inc. | \$22,570.45 | SAA: Café Furniture: 68 Chairs & 20 Tables (Balance) |

January 2026 Paid List

| Date | SAA/FBO - Paid Invoices | Amount | Description |
|--------------------|---|---------------------|---|
| 1/27/2026 | Security 101 Holdings, LLC dba Security | \$349.44 | SAA: 50 Security Gate Access Cards plus Shipping (Airside Access) |
| 1/27/2026 | TechHouse:Intergrated | \$183.76 | SAA: General IT Support: Reset Corporate Switch to Fix Internet Connections and Access to SharePoint |
| 1/27/2026 | Advanced Roofing, Inc. | \$5,600.00 | SAA: Terminal Building Pressure Wash & Silicone Coating/Encapsulating |
| 1/27/2026 | Atkins North America, Inc. | \$29,555.24 | SAA: November 2025 General On-Call Consulting Services |
| 1/27/2026 | Brannock Berman & Seider | \$18,543.50 | SAA: December 2025 Legal Services - Appeal Process |
| 1/27/2026 | Becker & Poliakoff, P.A. | \$742.50 | SAA: Legal Services - General Construction Inquiries (Webster Turn Drive Recon.) |
| 1/27/2026 | Bella Villa 31 | \$2,980.00 | SAA/FBO: January 2026 Cleaning of Terminal Bldg., Hangar Restrooms |
| 1/27/2026 | Bryant Miller Olive P.A. | \$2,417.50 | SAA: December 2025 Legal Services: SLID Storm-Water Treatment |
| 1/27/2026 | Cintas | \$224.56 | SAA/FBO: Weekly Services; Mats, Soap, Germx, Urinal Mats, Sanis Screen |
| 1/27/2026 | CrawfordTech Government Solutions LLC | \$240.00 | SAA/CRA: December 2025 Board Packet Transcripts (ADA Compliance) |
| 1/27/2026 | Florida Waste Solutions LLC | \$1,202.16 | SAA/FBO: Monthly Waste Collection Services |
| 1/27/2026 | Jack's Lawn Service | \$8,900.00 | SAA: January 2026 Lawn and Landscape Care Terminal Building, Bldg. 735, Diversified, Canal Weed Control |
| 1/27/2026 | Kaplan Kirsch LLP | \$660.00 | SAA: Legal Services - Aerobatic Practice Area Waiver Review |
| 1/27/2026 | Leaf Capital Funding, LLC | \$457.26 | SAA/FBO: Lease of Copy Machines |
| 1/27/2026 | Summit Fire & Security, LLC | \$508.25 | SAA: Semi-Annual Fire Extinguisher Inspection: Café |
| 1/27/2026 | Swaine, Harris & Wohl, P.A. | \$2,205.94 | SAA: December 2025 Legal Services: General, Estone, and SLID |
| 1/27/2026 | TechHouse:Intergrated | \$2,213.59 | SAA/FBO: Monthly Recurring Software Fee, Removed Mailbox Delegations/Add Insurance Inbox to Outlook |
| 1/28/2026 | Ascent Aviation Group | \$20,240.55 | FBO: Jet-A Fuel @ KSEF |
| 1/30/2026 | EAA Chapter 1240 | \$300.00 | SAA: Five Tickets to the EAA 1240 Annual Banquet |
| Total Paid: | | \$660,401.38 | |

January 2026 P-Cards

| Purchase Date | Vendor Name | Amount | Description |
|---------------|---------------------------|------------|---|
| 1/2/2026 | TRIANGLE HARDWARE | \$11.37 | SAA: Supplies for Line Tech Door Repair |
| 1/3/2026 | Amazon.com 371FI2QE3 | \$62.98 | SAA/FBO: Paper Towel Rolls |
| 1/4/2026 | Amazon.com J81TH6H83 | \$50.22 | SAA/FBO: Heavy-Duty Can Liners |
| 1/5/2026 | Amazon.com N14Z94HI3 | \$83.87 | FBO: Coffee Station Replenishment - Gatorade Powder and Tea |
| 1/5/2026 | AMERICAN ASSOCIATION O | \$100.00 | SAA: American Assoc. of Airport Executives (AAAE) Program Update Fee |
| 1/5/2026 | CIRCLE K 07515 | \$52.00 | SAA/FBO: Fuel in Maintenance Truck |
| 1/5/2026 | STARLINK INTERNET | \$540.00 | SAA/FBO: Monthly Back-Up Satellite Internet Service |
| 1/5/2026 | Google YouTube TV | \$94.25 | SAA: Monthly Subscription for Terminal Building Waiting Area |
| 1/6/2026 | VAL SEVEN SEBRING RACE | \$431.64 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/6/2026 | NAPA AUTO PARTS SEBRING | \$364.90 | SAA: Batteries for Golf Cart, Gator, and Maintenance Truck |
| 1/6/2026 | HOMEDEPOT.COM | \$52.98 | SAA: Window Blind for AeroMed Bathroom |
| 1/7/2026 | WAWA 5371 | \$85.51 | FBO: Fuel in Courtesy Vehicle |
| 1/7/2026 | WAWA 5373 | \$53.01 | SAA: Fuel in Operations Vehicle |
| 1/7/2026 | NAPA AUTO PARTS SEBRING | \$136.75 | SAA: Oil 15-40, Oil Filter and Fix-a-Flat |
| 1/7/2026 | LOWES #02224 | \$251.60 | SAA: Bulbs and Medallions for Cafe Lights |
| 1/8/2026 | WM SUPERCENTER #666 | \$378.72 | FBO: Bluetooth Headset, SAA: 2 Coolers for Race-Week |
| 1/9/2026 | AMAZON MKTPL 9714R25H3 | \$101.06 | FBO: Uniform Shorts for Line Tech and Reusable Water Bottle |
| 1/9/2026 | WAWA 5370 | \$85.46 | FBO: Fuel in Courtesy Vehicle |
| 1/9/2026 | UNITED 0162363069802 | \$416.99 | SAA: Airline Travel to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/9/2026 | HOMEDEPOT.COM | \$5,407.60 | SAA: Purchase of New LED Lights for Building 918 |
| 1/9/2026 | HOMEDEPOT.COM | \$2,027.85 | SAA: Purchase of New LED Lights for Building 916 |
| 1/9/2026 | Adobe Inc | \$269.84 | SAA: Monthly Subscriptions (Adobe Software) |
| 1/10/2026 | AMAZON MKTPL ZU57F5QZ3 | \$51.96 | SAA: Cafe Table Umbrella, Hole Rings, Plug, and Cap Set |
| 1/10/2026 | LOOPNET | \$198.00 | SAA: Online Realty Listing Service Company |
| 1/11/2026 | Amazon.com 4G7JD1T33 | \$30.92 | FBO: Coffee Station Replenishment - Coffee Creamer |
| 1/12/2026 | VAL SEVEN SEBRING RACE | \$119.90 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/12/2026 | ACCESSIBE.COM | \$980.00 | SAA/CRA: Annual Dues for Web Accessible (ADA Compliance for Website) |
| 1/13/2026 | WAWA 5373 | \$43.54 | SAA: Fuel in Operations Vehicle |
| 1/14/2026 | SHELL OIL 57529611907 | \$46.36 | SAA: Travel Expense for Deputy Director to attend AAM Presentation by FDOT in Tallahassee |
| 1/14/2026 | CIRCLE K 07515 | \$73.00 | SAA/FBO: Fuel in Maintenance Truck |
| 1/14/2026 | COT - PARKING LOTS | \$4.00 | SAA: Travel Expense for Deputy Director to attend AAM Presentation by FDOT in Tallahassee |
| 1/14/2026 | FIRST WATCH - 6031 | \$29.09 | SAA: Travel Expense for Deputy Director to attend AAM Presentation by FDOT in Tallahassee |
| 1/14/2026 | ALLEN ENTERPRISES INC | \$317.20 | SAA: Rotating Beacon Light Replacement |
| 1/14/2026 | TRTAX & ACCTG-PROFE | \$326.00 | SAA: Monthly Subscription Fixed Asset Software |
| 1/15/2026 | AMAZON MKTPL 3X8L98Q33 | \$159.96 | FBO: Coffee Bar: Purchase of Four New Coffee Carafe's |
| 1/15/2026 | AMAZON MKTPL C32265TZ3 | \$239.39 | FBO: Tablet Cases, Screen Protector, Lighted Baton, Stapler, and HDMI Cable for AWOS |
| 1/15/2026 | METER GROUP INC, USA. | \$257.00 | SAA: Annual Fee for Zentra iCloud Rain Gauge Monitoring |
| 1/16/2026 | AMAZON MKTPL 9Z5JP3A63 | \$410.21 | FBO: Coffee Station Replenishment - Coffee, Sugars |
| 1/16/2026 | WAWA 5373 | \$55.97 | SAA: Fuel in Operations Vehicle |
| 1/17/2026 | AMAZON MKTPL 763IB5WL3 | \$39.17 | SAA: Portable Space Heater; Office Supply: Scotch Tape |
| 1/17/2026 | OPENAI CHATGPT SUBSCR | \$200.00 | SAA: Professional Monthly AI Software Subscription |
| 1/19/2026 | AMAZON MKTPL HJ4I90Y03 | \$7.58 | FBO: Computer Mouse |
| 1/19/2026 | VAL SEVEN SEBRING RACE | \$239.80 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/19/2026 | AMAZON MKTPL D45465IN3 | \$159.79 | SAA: Office Supplies: Pen Holder, Post-Its, Page Flags, Keyboard/Mouse, Sortkwik |
| 1/20/2026 | AMAZON MKTPL F184B7B43 | \$15.99 | FBO: Multi-Plug Charging Base |
| 1/21/2026 | AMAZON MKTPL 5227X86J3 | \$45.88 | FBO: Coffee Bar Replenishment - Drink Dispenser, Courtesy Mints |
| 1/21/2026 | CIRCLE K 07515 | \$50.02 | FBO: Fuel in Courtesy Vehicle |
| 1/21/2026 | WAWA 5370 | \$35.02 | FBO: Fuel in Courtesy Vehicle |
| 1/21/2026 | WAWA 5370 | \$99.16 | FBO: Fuel in Courtesy Vehicle |
| 1/21/2026 | SQ MID FLORIDA TRUCK PAR | \$76.99 | FBO: Repairs Truck 5000-3: Brake Cleaner, Power Steering Fluid |
| 1/21/2026 | GOOD SPORTSMAN MARKETING, | \$35.00 | SAA: Wildlife Management Surveying Camera Subscription |

January 2026 P-Cards

| Purchase Date | Vendor Name | Amount | Description |
|---------------|---------------------------|------------|---|
| 1/21/2026 | IN-SITU INC | \$244.08 | SAA: Annual Cellular Subscription for Water Level Monitoring System |
| 1/21/2026 | VAL SEVEN SEBRING RACE | \$431.64 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/22/2026 | AMAZON 7O7880B23 | \$109.96 | FBO: Toilet Tissue Restock |
| 1/22/2026 | HARBOR FREIGHT TOOLS 538 | \$152.95 | FBO: Pole Saw, Flood Light, and Flashlight |
| 1/22/2026 | THE HOME DEPOT #6340 | \$169.65 | FBO: Markers, Utility Blades, Towels SAA: Rocks, Concrete for Wildlife Mgmt. |
| 1/22/2026 | TAX1099.COM | \$55.10 | SAA: Postage 1099 Mailed to Recipients |
| 1/22/2026 | TAX1099.COM | \$152.57 | SAA: Annual 1099 IRS Submission |
| 1/22/2026 | WAWA 5370 | \$78.00 | SAA/FBO: Fuel in Maintenance Truck |
| 1/22/2026 | FORT MYERS BREWING RSW | \$27.62 | SAA: Travel: Meal Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | 7-ELEVEN 42204 | \$50.06 | SAA: Travel: Fuel Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | VAL SEVEN SEBRING RACE | \$479.60 | SAA: Hotel Room - Webster Turn Rehab Project - Resident Project Representative |
| 1/23/2026 | DBA RSW PARKING RSW PARKI | \$30.00 | SAA: Travel: Airport Parking Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | MARRIOTT NEWARK AIRPOR | \$482.45 | SAA: Travel: Lodging Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | UBER TRIP | \$15.59 | SAA: Travel: Transportation Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | UBER TRIP | \$79.37 | SAA: Travel: Transportation Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/23/2026 | UBER TRIP | \$97.64 | SAA: Travel: Transportation Expense to attend AAM Aircraft Event for Vertical Aerospace in NYC |
| 1/24/2026 | VBS VONAGE BUSINESS | \$450.31 | SAA/FBO: Monthly Phone Service |
| 1/26/2026 | AMAZON MKTPL RJ2OP0FP3 | \$31.01 | FBO: Supplies for Line Tech Office: Paper Plates, Cutlery |
| 1/26/2026 | VAL SEVEN SEBRING RACE | \$323.73 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/27/2026 | WAWA 5370 | \$23.72 | FBO: Fuel in Courtesy Vehicle |
| 1/27/2026 | ALLEN ENTERPRISES INC | \$1,122.94 | SAA: Airfield Lighting Fixtures and Components |
| 1/28/2026 | CLIFF BERRY INC | \$200.00 | FBO/SAA: Oil Pick Up (Used, For Disposal/Recycling) |
| 1/28/2026 | WAWA 5373 | \$52.81 | SAA: Fuel in Operations Vehicle |
| 1/28/2026 | TRIANGLE HARDWARE | \$8.98 | SAA: Repair: Supplies for Air Compressor - Building 22 |
| 1/29/2026 | MARATHON PETRO242701CITGO | \$42.00 | FBO: Fuel in Courtesy Vehicle |
| 1/29/2026 | WAWA 5370 | \$73.89 | FBO: Fuel in Courtesy Vehicle |
| 1/29/2026 | TAX1099.COM | \$49.50 | SAA: Annual 1095 B IRS Submission |
| 1/29/2026 | VAL SEVEN SEBRING RACE | \$128.15 | SAA: Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/29/2026 | Mailchimp | \$26.50 | SAA: Email Marketing Tool |
| 1/29/2026 | CES 188 | \$1,864.50 | SAA: 200 Amp Breaker for Fuel Farm |
| 1/29/2026 | CES 188 | \$31.95 | SAA: Electrical Supply for Building 103 |
| 1/30/2026 | CIRCLE K 00035 | \$67.69 | FBO: Fuel in Courtesy Vehicle |
| 1/30/2026 | VAL SEVEN SEBRING RACE | (\$8.25) | SAA: Credit for Taxes on Hotel Room -Webster Turn Rehab Project - Resident Project Representative |
| 1/30/2026 | CIRCLE K 07515 | \$72.00 | SAA/FBO: Fuel in Maintenance Truck |
| 1/30/2026 | CENGAGE LEARNING, INC. | \$146.00 | SAA: Accounting Fundamentals Class for Accounting Clerk |
| 1/31/2026 | APSAVIATION.COM | \$718.00 | FBO: Purchase of PRIST for APBR - REFUND PENDING |
| 1/31/2026 | THE HOME DEPOT #6340 | \$63.96 | SAA: Purchase of Bulbs for Runway Closure X's |
| 2/1/2026 | WWW.EBRIDGE.COM | \$175.00 | SAA: Monthly Fee for Record Retention |
| 2/2/2026 | WAWA 5373 | \$54.26 | FBO: Fuel in Courtesy Vehicle |
| 2/2/2026 | SQ MID FLORIDA TRUCK PAR | \$54.95 | FBO: Repairs Truck 5000-3: Pressure Protection Valve |
| 2/2/2026 | AMAZON 803Y71263 | \$96.79 | FBO: Purchase of Trash Can Liners |
| 2/2/2026 | IN AMERICAN PETROLEUM SE | \$1,519.84 | FBO: Purchase of PRIST for Jet-Fuel at APBR |
| 2/3/2026 | WAWA 5371 | \$39.74 | FBO: Fuel in Courtesy Vehicle |
| 2/3/2026 | WAWA 5373 | \$46.29 | SAA: Fuel in Operations Vehicle |
| 2/3/2026 | DOWNTOWN DEV CENTER | \$246.00 | SAA: Electronic Publication Subscription - Downtown Idea Development |
| 2/4/2026 | AMAZON MKTPL 624ZR90R3 | \$29.97 | FBO: Office Supplies - Extra Large Binder Clips (3 Packs) |

Total: \$25,814.01

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 2/9/2026
Sebring Airport Authority (SAA)

| Vendor Number / Invoice Number | Invoice Date | Due Date | Invoice Balance | Current | 30 Days | 60 Days | 90 Days | 120 Days | |
|---|--------------|------------|---------------------|--------------------|--------------------|---------------|---------------|---------------|---|
| ATKINS Atkins North America, Inc. | | | | | | | | | |
| 2056391-TW A | 12/19/2025 | 1/18/2026 | \$58,950.50 | \$0.00 | \$58,950.50 | \$0.00 | \$0.00 | \$0.00 | SAA: SEF Taxiway A Rehab Design October-November; Grant Reimbursed |
| 2057964-TW A | 1/20/2026 | 2/19/2026 | \$34,930.00 | \$34,930.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: SEF Taxiway A Rehab Design - December; Grant Reimbursed |
| 2058433-WT | 1/28/2026 | 2/27/2026 | \$28,469.00 | \$28,469.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: SEF Webster Turn CEI Services; RIF Grant Reimbursed |
| 2058609 | 12/31/2025 | 1/30/2026 | \$38,013.75 | \$0.00 | \$38,013.75 | \$0.00 | \$0.00 | \$0.00 | SAA: December 2025 General On-Call Consulting Services |
| Vendor ATKINS Totals: | | | <u>\$160,363.25</u> | <u>\$63,399.00</u> | <u>\$96,964.25</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| AVCON Avcon, Inc. | | | | | | | | | |
| 132658 TAXIWAY D | 12/31/2025 | 12/31/2025 | \$3,000.00 | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Nov-Dec 2025 Taxiway D Design; Grant Reimbursed |
| Vendor AVCON Totals: | | | <u>\$3,000.00</u> | <u>\$0.00</u> | <u>\$3,000.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| BRYANT Bryant Miller Olive P.A. | | | | | | | | | |
| 87537 JAN 2026 | 2/9/2026 | 3/11/2026 | \$1,325.00 | \$1,325.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January 2026 Legal Services: SLID Storm-Water Treatment |
| Vendor BRYANT Totals: | | | <u>\$1,325.00</u> | <u>\$1,325.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| C&CPLUM C & C Plumbing, Inc. | | | | | | | | | |
| 1202602022 | 2/5/2026 | 3/7/2026 | \$226.50 | \$226.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Service Call - Bldg. 22 - Replaced Diaphragm Kit in Urinal Flush Valve and Tested |
| Vendor C&CPLUM Totals: | | | <u>\$226.50</u> | <u>\$226.50</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| CIVILSU CivilSurv Design Group, Inc. | | | | | | | | | |
| 442-001001-31 | 1/31/2026 | 3/2/2026 | \$5,840.00 | \$5,840.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Professional Services Webster Turn Drive Recon - Grant Reimbursed |
| Vendor CIVILSU Totals: | | | <u>\$5,840.00</u> | <u>\$5,840.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| DIANARI Diana Ries Designs, Inc. | | | | | | | | | |
| 14674 | 1/30/2026 | 1/30/2026 | \$2,030.47 | \$2,030.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA/CRA: January 2026 Website Updates; Creative PR, Marketing, GIAD Flyer Creation/Printing |
| Vendor DIANARI Totals: | | | <u>\$2,030.47</u> | <u>\$2,030.47</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| JACKS Jack's Lawn Service | | | | | | | | | |
| 2546 | 1/30/2026 | 1/30/2026 | \$100.00 | \$100.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Beautification/Shrub Cleanup of Old Genpak Building |
| 2547 JAN | 1/30/2026 | 1/30/2026 | \$8,325.00 | \$8,325.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January Lawn & Landscape Care |
| 2548 JAN 735 | 1/30/2026 | 1/30/2026 | \$150.00 | \$150.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January Lawn Care Bldg. 735 |
| 2549 JAN DIVERS | 1/30/2026 | 1/30/2026 | \$425.00 | \$425.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January Lawn Care Diversified CPC |
| 2550 | 1/30/2026 | 1/30/2026 | \$225.00 | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Three Brush Loads to Landfill-75x3 |
| Vendor JACKS Totals: | | | <u>\$9,225.00</u> | <u>\$9,225.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| ROBBINS Robbins Nursery, Inc. | | | | | | | | | |
| 220000344439 | 2/5/2026 | 3/7/2026 | \$2,081.25 | \$2,081.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Terminal Building - Plants, Soil, Mulch, Disposal and Labor |
| Vendor ROBBINS Totals: | | | <u>\$2,081.25</u> | <u>\$2,081.25</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 2/9/2026
Sebring Airport Authority (SAA)

| Vendor Number / Invoice Number | Invoice Date | Due Date | Invoice Balance | Current | 30 Days | 60 Days | 90 Days | 120 Days | |
|---|--------------|-----------|---------------------|--------------------|--------------------|---------------|---------------|---------------|--|
| RWSUM RW Summers Railroad Contr.,Inc | | | | | | | | | |
| 26004 | 1/28/2026 | 2/27/2026 | \$3,533.95 | \$3,533.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: Emergency Repairs to Rail per CSX - Installed Ties & Fixed Back Gauge |
| Vendor RWSUM Totals: | | | <u>\$3,533.95</u> | <u>\$3,533.95</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| SHUTTS Shutts & Bowen, LLP | | | | | | | | | |
| 2040553 | 2/5/2026 | 3/7/2026 | \$300.00 | \$300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January 2026 Legal Services - Star Farms |
| Vendor SHUTTS Totals: | | | <u>\$300.00</u> | <u>\$300.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| SWAINE Swaine, Harris & Wohl, P.A. | | | | | | | | | |
| 168615 OC | 1/31/2026 | 3/2/2026 | \$4,202.12 | \$4,202.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January 2026 Legal Services - General On-Call Services |
| 168616 ESTONE | 1/31/2026 | 3/2/2026 | \$520.00 | \$520.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January 2026 Legal Services - E-Stone |
| 168617 SLID | 1/31/2026 | 3/2/2026 | \$1,220.00 | \$1,220.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | SAA: January 2026 Legal Services - SLID |
| Vendor SWAINE Totals: | | | <u>\$5,942.12</u> | <u>\$5,942.12</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| Report Totals: | | | <u>\$193,867.54</u> | <u>\$93,903.29</u> | <u>\$99,964.25</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 2/9/2026
Sebring Airport Authority (FBO)

| Vendor Number/ Invoice Number | Invoice Date | Due Date | Invoice Balance | Current | 30 Days | 60 Days | 90 Days | 120 Days | |
|---|-----------------|-----------|----------------------------|----------------------------|----------------------|----------------------|----------------------|----------------------|---|
| ASCENT Ascent Aviation Group | | | | | | | | | |
| 1176459 | 1/21/2026 | 2/20/2026 | \$22,148.02 | \$22,148.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177399 | 1/23/2026 | 2/22/2026 | \$21,296.14 | \$21,296.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ KSEF |
| 1177617 | 1/26/2026 | 2/25/2026 | \$20,181.66 | \$20,181.66 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177714 | 1/27/2026 | 2/26/2026 | \$22,774.78 | \$22,774.78 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177715 | 1/28/2026 | 2/27/2026 | \$21,683.03 | \$21,683.03 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177716 | 1/29/2026 | 2/28/2026 | \$21,342.04 | \$21,342.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177719 | 2/1/2026 | 3/3/2026 | \$22,877.93 | \$22,877.93 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177720 | 2/1/2026 | 3/18/2026 | \$24,146.79 | \$24,146.79 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177721 | 2/6/2026 | 3/8/2026 | \$22,779.03 | \$22,779.03 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177722 | 2/6/2026 | 3/23/2026 | \$22,123.52 | \$22,123.52 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177723 | 2/7/2026 | 3/24/2026 | \$22,578.11 | \$22,578.11 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1177916 | 1/27/2026 | 2/26/2026 | \$31,136.77 | \$31,136.77 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: 100LL AvGas @ KSEF |
| 1178775 | 2/6/2026 | 3/8/2026 | \$970.00 | \$970.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel Additive Drum @ KSEF |
| 1179311 | 1/31/2026 | 3/2/2026 | \$22,033.11 | \$22,033.11 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1179476 | 2/2/2026 | 3/4/2026 | \$22,163.34 | \$22,163.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ KSEF |
| 1179574 | 2/2/2026 | 3/4/2026 | \$970.00 | \$970.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel Additive Drum @ KSEF |
| 1179868 | 2/1/2026 | 3/18/2026 | \$24,137.73 | \$24,137.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| 1179981 | 2/4/2026 | 3/6/2026 | \$24,125.64 | \$24,125.64 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Jet-A Fuel @ APBR |
| M335299 | 1/31/2026 | 3/2/2026 | \$46.00 | \$46.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Credit Card Equipment Monthly Warranty and Communication Fees |
| Vendor ASCENT Totals: | | | <u>\$369,513.64</u> | <u>\$369,513.64</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| GIBSON Gibson Aviation Services Inc. | | | | | | | | | |
| 7465 | 2/4/2026 | 3/6/2026 | \$1,988.63 | \$1,988.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | FBO: Removed and Replaced Fuel/Air Pressure Fuel Servo (Dogleg) on Unit 2 |
| Vendor GIBSON Totals: | | | <u>\$1,988.63</u> | <u>\$1,988.63</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | |
| Report Totals: | | | <u><u>\$371,502.27</u></u> | <u><u>\$371,502.27</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 19, 2026

Presenter: Andrew Bennett

Agenda Item: DUC Propellers USA, Inc. – Commercial Lease & Project Development Contract – Commercial Aircraft Hangar Development

Background: DUC PROPELLERS USA, Inc. is entering into a long-term ground lease with the Sebring Airport Authority for a 42,761 sq/ft parcel at the Sebring Regional Airport and Industrial Park to construct and operate an aircraft hangar (with possible office/related aviation facilities), with the lease expressly contingent on execution and timely performance of the related Project Development Contract. The lease term is 40 years, commencing March 1, 2026 and ending February 28, 2065.

The rent starts at zero for the first 12 months; in Year 2, it's \$7,696.98 annually, paid monthly. From Years 3–10, rent increases annually based on CPI (“All Items”) with a minimum 3% rise. Every tenth year (Years 11, 21, and 31), the Authority sets market rent excluding tenant improvements, with a minimum 5% and maximum 20% increase over the previous decade, followed by annual CPI/min-3% escalations. There is a renewal option for an additional ten-year term, to be mutually agreed upon. Construction timing is governed by the Project Development Contract: plans must be approved within 12 months of the contract date, construction must commence within 18 months, and the building must be completed with a full Certificate of Occupancy within 24 months of the contract date, or the Airport may terminate the contract and lease at its discretion.

The agreement sets comprehensive rules for permitted use, including aviation-only operations, environmental compliance, and adherence to FAA and Authority regulations. Title to all improvements will revert to the Authority at lease termination.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute Commercial Lease and Project Development Contract with DUC Propellers USA, Inc.

Board Action:

Approved _____

Denied _____

Tabled _____

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
DUC PROPELLERS USA, INC.**

THIS LEASE AGREEMENT is made and entered into this 19th day of February 2026, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "Landlord or Authority") and **DUC PROPELLERS USA, INC.**, a foreign corporation authorized to do business in Florida (herein called "Tenant").

WITNESSETH:

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

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

WHEREAS, Tenant wishes to lease said property from Landlord; and

WHEREAS, Landlord and Tenant wish to enter into a Project Development Contract concerning Tenant's construction of an airplane hangar on the subject real property, along with this lease agreement; and

WHEREAS, Landlord and Tenant wish to make this lease agreement contingent upon the execution and performance of the Project Development Contract,

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

1. **TERM.** The term of this Lease Agreement shall be for forty (40) years commencing on March 1, 2026, and ending on February 28, 2065, unless extended or sooner terminated as herein provided.

2. **PROPERTY.** The property subject to this Agreement is located at the Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").

3. **USE.** Tenant agrees that the Premises shall be used only for the construction (in accordance with plans and specifications designed in accordance with FAA/Airport Standards and with the Authority's input in the proposed design plan review deliverables, and subject to the Authority's prior approval of the final plan set prior to permitting) and subsequent operation of aircraft hangars for sublet or operation of a commercial aircraft hangar, including office space and/or related aviation facilities; **no other use or occupancy is authorized or shall be permitted, except as for those uses relative to commercial aviation uses found in Section 10, with the prior approval of the Authority.** The Authority retains full control over the activities conducted on the Premises by modifying, amending and interpreting the Rules and Regulations of the Authority.

A. **Non-Exclusive Use.** Tenant and its permitted assignees, subtenants, agents, employees and customers, are permitted non-exclusive use of all runways, taxiways, taxi lanes, roads, rights-of-way and driveways to and from the Premises in common with other airport users. Tenant and its permitted assignees, subtenants, agents, employees and customers, have the right to free access, ingress to and egress from the Premises. The Authority may, at any time, temporarily or permanently close or consent to the closing of any roadway or other right-of-way for such access, ingress to and egress from the Premises presently or hereafter used as such. In such a case, a means of access, ingress and egress reasonably equivalent to that formerly provided shall be substituted and concurrently made available.

B. **Subordination.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America relative to the operation or

maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the Authority acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the Authority, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the Authority pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of Tenant in this Lease Agreement, nothing contained in this Lease Agreement shall grant Tenant any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

4. LIMITS ON USE.

A. No Exclusive Rights. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the grant of an exclusive right to Tenant of any aeronautical activity within the meaning of Section 308 of the Federal Aviation Act.

B. Activity. Tenant shall not engage in any aeronautical activities other than those described in Section 9 of this Lease and shall not permit any non-aeronautical activities.

C. Rule Compliance. Tenant shall not engage in any activities that violate or depart from the provisions and intent of the Authority's Rules and Regulations described in Section 16 of this Lease.

D. Statutory Compliance. Tenant agrees that it will not use, nor permit the Premises to be used, for any unlawful purpose, defined to include conduct or activity prohibited by Federal, State, local law or ordinance or Authority Rules and Regulations.

E. Building Compliance. Tenant may construct, install, erect and maintain buildings or other permanent improvements on the Premises, but only in accordance with plans and specifications which have first been approved in writing by the Authority, at locations approved by the Authority, and in accordance with ordinances, guidelines, rules and regulations of the Federal Aviation Administration (the "FAA"), the Authority, those relevant provisions as required by all governmental agencies having jurisdiction over the land constituting the Premises.

F. Spatial Limitations. This Lease confers no rights to the subsurface of the Premises more than five (5) feet below the ground level or to the airspace above the existing rooftop of any structural improvement that is or becomes part of the Premises.

G. Rights of Authority. The Authority reserves the right to close the Airport or any portion thereof, including without limitation the runway, taxiway, taxilane, apron, terminal buildings, automobile parking facilities when necessary or convenient to further the Authority's management of the Airport.

H. Exclusive Fueling Rights. The Authority retains exclusive fueling rights at the Airport. The Authority retains the right and privilege of making distinctions between the types of available fuels, oils and services in keeping with the best interest of the Authority.

I. Races and Events. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items

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

5. AIRPORT OPERATIONS.

A. Airport Hazards. Tenant agrees to refrain from any act or omission that would interfere with or adversely affect the operation or maintenance of the airport, disturb the quiet enjoyment of the use of the Airport or surrounding property or otherwise constitute an Airport hazard. Activities that may constitute airport hazards including but not limited to any activity on the Premises that directly or indirectly produces unlawful amounts or levels of chemical, biological or electromagnetic radiation, air pollution (gasses, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

B. Based Aircraft Report. Tenant shall furnish to the Authority, within seven (7) days upon the Authority's written request from time to time, a report of all aircraft located on the Premises. Such report shall include, at a minimum, the following items: aircraft type, make, model, registration number and any other information as may reasonably be requested by the Airport's Executive Director.

6. RENT and SECURITY DEPOSIT.

A. Initial Year. Tenant shall pay no rent during the initial 12 months of this Lease.

B. Years 2-10. In the second year of this Lease, Tenant shall pay rent to Landlord in the amount of \$7,696.98 dollars, payable in equal monthly installments on the first day of each month. Beginning in the third year, and on the same day of each year through the tenth year of this Lease, the rent shall be adjusted upward in accordance with the following provision: Landlord shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

C. Years 11-20. Landlord will undertake a market rent analysis for the Premises and determine the rent for the eleventh year. Landlord's analysis will not include the value of any furniture, fixtures, equipment or improvements constructed at Tenant's expense. For the parties' cost-certainty, the new rent rate determined by Landlord shall be an increase of at least five percent (5%) of the rent for the tenth year but shall not exceed an increase of more than a twenty percent (20%) of the rent for the tenth year. The new rent rate shall be communicated by Landlord to Tenant in writing and Tenant shall pay the new rent amount to Landlord in equal monthly installments on the first day of each month. Beginning in the twelfth year, and on the same day of each year through the twentieth year of this Lease, the rent shall be adjusted upward in accordance with the following provision: Landlord shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and

the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

D. Years 21-30. Landlord will undertake a market rent analysis for the Premises and determine the rent for the twenty-first year. Landlord's analysis will not include the value of any furniture, fixtures, equipment or improvements constructed at Tenant's expense. For the parties' cost-certainty, the new rent rate determined by Landlord shall be an increase of at least five percent (5%) of the rent for the twentieth year but shall not exceed an increase of more than a twenty percent (20%) of the rent for the twentieth year. The new rent rate shall be communicated by Landlord to Tenant in writing and Tenant shall pay the new rent amount to Landlord in equal monthly installments on the first day of each month. Beginning in the twenty-second year, and on the same day of each year through the thirtieth year of this Lease, the rent shall be adjusted upward in accordance with the following provision: Landlord shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

E. Years 31-40. Landlord will undertake a market rent analysis for the Premises and determine the rent for the thirty-first year. Landlord's analysis will not include the value of any furniture, fixtures, equipment or improvements constructed at Tenant's expense. For the parties' cost-certainty, the new rent rate determined by Landlord shall be an increase of at least five percent (5%) of the rent for the thirtieth year but shall not exceed an increase of more than a twenty percent (20%) of the rent for the thirtieth year. The new rent rate shall be communicated by Landlord to Tenant in writing and Tenant shall pay the new rent amount to Landlord in equal monthly installments on the first day of each month. Beginning in the thirty-second year, and on the same day of each year through the fortieth year of this Lease, the rent shall be adjusted upward in accordance with the following provision: Landlord shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

F. Security Deposit. Tenant shall pay to Landlord a security deposit in the amount of \$7,920 upon the execution of this lease. Landlord may hold this security deposit in a non-interest bearing account and may co-mingle these funds with other funds of Landlord.

7. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

8. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

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

10. **OPTION TO RENEW.** Landlord and Tenant may agree in the future on an option to renew this Lease for one additional term of ten (10) years each, upon such terms as the parties shall mutually agree upon.

11. **RELOCATION.** Landlord shall have the right to relocate Tenant, at Landlord's expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by Landlord.

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

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

13. **INSURANCE REQUIREMENTS.**

A. Insurance Coverage.

(1) Property Insurance - Tenant agrees to secure and maintain in force at its expense, a property insurance policy to include "Special Form" coverage, including Windstorm, Flood, Vandalism, and Malicious Mischief covering the Premises Building and Real Property and all improvements thereon and Personal Property/Contents thereof for full replacement value. If Flood Insurance is not available within the Property coverage, and the Improvements on the Premises are located within a Special Flood Hazard Area, then coverage shall be purchased from the National Flood Insurance Program (NFIP). Tenant is responsible for any deductibles.

(2) General Liability Insurance - Tenant agrees to secure and maintain general liability insurance and/or aviation liability insurance covering Tenant's activities, its use of the Premises, its operations at and use of the hangar including any aircraft stored on the Premises and or on any other part of the Airport, including liability under the indemnities required herein. The General Liability Insurance policy shall have coverage limitations providing no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage will extend to any vehicles or equipment that are not licensed for road use. Tenant is responsible for any deductibles.

(3) Automobile Liability Insurance - If Tenant's operations utilize road-licensed vehicles located on the Airport, all such vehicles shall be insured for a minimum of \$1,000,000 per occurrence.

(4) Builder's Risk Insurance - At all times during the construction of any improvements on the Premises, Tenant agrees to secure and maintain builder's risk insurance covering contractor's labor, materials and equipment to be used for completion of the work performed against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full cost of the improvements. Tenant is responsible for any deductibles.

B. Changes in Policy. Tenant shall provide Authority with notice of any proposed change to any insurance coverage. The Authority maintains the right to reject a proposed change in Tenant's

insurance coverage or insurer, and in the event of a policy cancellation, the Tenant is required to obtain satisfactory successor insurance without lapse. If such provision is not available on the insurance policies, Tenant is required to notify Authority thirty (30) days prior to the policy cancellation, non-renewal or material change in coverage.

C. Evidence of Insurance. Tenant shall secure and deliver annually to Authority appropriate insurance certificates showing evidence of coverage as required hereunder. Tenant shall file with the Authority a duly executed original certificate of insurance evidencing that the insurance required by this Lease is extended. Authority has the right to request copies of any policies required under this Section.

D. Form of Policies. All policies of insurance required under this Section must be in a standard form and written by qualified insurance companies satisfactory to the Authority. Insurance carriers must maintain throughout the term of this Agreement an AM Best rating of A- VII or better. All provisions set forth herein must be verified on the required Evidence/Certificates of Insurance.

(1) Certificate Holder, Additional Insured, and Loss Payee shall be listed as: “Sebring Airport Authority,” at its address, 128 Authority Lane, Sebring, Florida 33870.

(2) All insurance policies shall contain a clause or endorsement by which the insurance carrier waives all rights of subrogation against Authority, except where the Authority or its agents are liable for a specific act of gross negligence. Evidence of the Waiver of Subrogation shall appear on the Evidence/Certificate of Insurance.

(3) General/Aviation Liability policy(ies) shall name the “Sebring Airport Authority,” as an additional insured. Evidence of that provision shall appear on the Evidence/Certificate of Insurance.

(4) Property policy(ies) shall name the “Sebring Airport Authority,” as Loss Payee for its interest in the Premises. Evidence of that provision shall appear on the Evidence of Property Insurance form or similar Certificate of Insurance.

(5) All of Tenant’s required insurance policies shall be primary and non-contributory insurance to the Authority’s. Such provision shall appear on the Evidence/Certificate of Insurance.

(6) The Authority does not represent that the types or amounts of insurance required herein are sufficient or adequate to protect Tenant’s interests or liability but are only minimum requirements. Authority reserves the right to require any other reasonable insurance coverage which the Authority deems necessary depending upon the risk of loss and exposure to liability.

E. Notice. Tenant shall give the Authority prompt and timely written notice of any claim made or suit instituted of which Tenant is aware that in any way directly, indirectly, contingently, or otherwise affects or might affect the Authority, and the Authority shall have the right to participate in the defense of the claim to the extent of its interest.

F. Lapse of Insurance Coverage. If Tenant shall fail to maintain insurance coverage as required, then the Authority may, but is not obligated to, obtain same and add the cost of such insurance to next due lease rental payment. If the Authority does so, it may charge interest thereon at the rate of 18.0 % per annum, or at the maximum interest rate permitted by law in the State of Florida, whichever is greater (provided, however, that this provision shall not be construed to create an obligation for Tenant to pay a usurious rate of interest to the Authority) from the time of payment, which shall be added to the rental

becoming due, and shall be collected as additional rent.

G. The Authority reserves the right in its sole reasonable discretion to increase or otherwise modify on an annual basis throughout the term of this Lease all the Tenant's insurance requirements hereunder, including, without limitation, the types and form of insurance coverage required and the minimum amounts of each such required insurance coverage. The Authority will provide not less than thirty (30) days prior written notice to Tenant of any modifications to the insurance requirements hereunder.

14. ASSIGNMENT. Tenant shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of Landlord. Landlord's consent may be conditioned on a review of the financial status of the proposed assignee as well as the proposed use. Landlord's consent shall not be unreasonably withheld.

A. Grant of Right of First Refusal to the Authority: In the event Tenant intends to assign this Lease, sublet the Premises or a portion thereof, sell or otherwise transfer its interest in this Lease, the Premises or in any improvements thereon, Tenant shall first offer to assign, sublet, sell or transfer such interest to the Authority under the same terms and conditions offered to the proposed assignee, subtenant, purchaser or transferee, in writing, sixty (60) days prior to the date intended for such assignment, sublease, sale or transfer. The Authority shall have forty-five (45) days from receipt of the aforementioned written offer from Tenant within which to exercise its right of first refusal, in writing.

B. Failure of Tenant to comply with the foregoing shall be deemed a default under this Lease.

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

16. ABANDONMENT OF PREMISES BY TENANT. In case Tenant shall abandon said Premises, or any part thereof, during the term of this Agreement, Landlord may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which Landlord would otherwise have to hold Tenant responsible for the rent. In case said Premises, or any part thereof, shall be relet, Landlord shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from Tenant.

17. ALTERATIONS. Tenant shall make no material additions or alterations in or to the Premises without the written consent of Landlord. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse Landlord against possible mechanics', laborers' and materialmen's liens upon the Premises.

18. NO LIENS CREATED. Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the

Premises or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Landlord and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon Landlord's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

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

20. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the Landlord acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the Landlord, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the Landlord pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of Tenant in this Lease Agreement, nothing contained in this Lease Agreement shall grant Tenant any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

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

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

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

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

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

20. MAINTENANCE AND REPAIRS. Tenant will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if Tenant refuses or neglects to make any repairs, to

the reasonable satisfaction of Landlord within a reasonable period of time after receipt of written notice of need for such repair from Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's property or business and Tenant shall pay Landlord's costs for making such repairs, including Landlord's reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. Landlord reserves the right to enter on the Premises at all reasonable times to make such repairs.

A. Solid Waste. Tenant further agrees to contract with a franchised solid waste hauler to dispose of solid waste. Tenant shall be responsible for its own trash removal, dumpster maintenance, and construction debris removal at all times during the term of this Lease. Any garbage, debris, or waste that may be temporarily stored in the open must be kept in suitable garbage or waste receptacles equipped with tight fitting covers. If the Authority removes or causes to be removed any waste from the Premises after Tenant's failure to remove the same, Tenant agrees to reimburse Authority at one hundred ten percent (110%) of the cost of removal, which shall be considered additional rent hereunder.

B. Liquid Waste. Tenant shall provide, as necessary, a separate drainage, collection, or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly on adjacent property or into the Airport's storm drainage or sanitary system, including petroleum products, solvents, aircraft cleaning residue and oil change operations.

C. Vehicles. Tenant, its employees, subtenants, or customers, shall not keep unlicensed or inoperable vehicles on any portion of the Airport, including the Premises. Operable but unlicensed vehicles necessary to Tenant's aviation-related activities as allowed under this Lease are permitted.

D. Damage Caused. Tenant agrees to immediately report to the Authority any damage Tenant, its tenants, customers, visitors, agents, contractors or employees cause to the runways, taxiways, taxi lanes, roads, rights-of-way and driveways to and from the Premises that it uses in common with other Airport users. Tenant shall reimburse the Authority for the full cost of repairs to these common areas caused by the Tenant or those using the Airport by or through Tenant, which shall be considered additional rent hereunder.

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

22. EXCLUSIVE USE. This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. Landlord reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by Landlord. Landlord agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

23. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent Landlord from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

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

President
DUC PROPELLERS USA, INC.
442 Hendricks Field Way
Sebring, FL 33870

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

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

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

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

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

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

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

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

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

32. **AIRPORT PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the Landlord and any branch or agency of the Government of the United States of America, or the State of Florida relative to development,

operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

33. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the Tenant and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience Tenant. Tenant will have access to the Premises, just not completely unrestricted access. Landlord will render its best efforts to limit adverse impacts on the Tenant from these activities. Such inconveniences shall not be a default under this Lease. Tenant also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. Tenant also acknowledges that the Premises are located within the area in which the U.S. Sport Aviation Expo is held. Tenant shall agree to make the space required for the event available for one week prior through one week following each annual Expo. Landlord reserves the right to designate the access road or roads to be used by Tenant during these events.

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

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

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

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

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

36. ENVIRONMENTAL MATTERS. Tenant covenants and agrees to discharge only domestic waste into Landlord's sewer system. Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. Tenant further covenants to hold the Landlord harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs

arising from Tenant's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. Landlord hereby agrees to hold Tenant harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

37. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

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

39. **CONSTRUCTION OF NEW FACILITY.** This lease is contingent upon Tenant executing a Project Development Contract and timely performing the construction activities provided therein.

40. **DEFAULT.** The occurrence of one or more of the following shall be an event of default by Tenant:

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

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

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

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

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

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

G. Tenant defaults under any other lease or agreement with Landlord.

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

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

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

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

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

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

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

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

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

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

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

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

46. SUITABILITY OF PREMISES. Tenant acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for Tenant's

proposed use. Tenant does not rely upon any representations by the Landlord as to the Premises' suitability for the Tenant's purposes.

47. **SIGNAGE.** All signage on the property must be approved by Landlord as to style, location, content and construction before installation, which approval will not be unreasonably withheld. In the event that Landlord installs a master sign showing the location of Landlord's tenants, Tenant will pay Tenant's prorata share of the cost of construction and maintenance of that sign, based on Tenant's leased area at the Airport and Industrial Park.

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

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

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

51. **CONDITION OF PREMISES AND PERIODIC REHABILITATION.**

Tenant accepts the Premises, and all improvements and appurtenances thereto, in addition to the land, in their present "as is" condition as suitable for the purpose for which the Premises are leased.

A. **Contamination.** Tenant shall be responsible for any damage to or contamination of the Premises occurring during Tenant's tenancy whether or not due to the acts or omissions of Tenant, its officers, employees, business invitees, subtenants or assigns, in violation of any State, Federal or local law or regulation, and will decontaminate the Premises at its own expense if a violation of Federal, State or local law is charged. Tenant shall either document decontamination or provide to the Authority satisfactory evidence that the Premises is not contaminated. The Premises shall not be deemed to be decontaminated until the Authority so states in a written document addressed to Tenant.

B. **No Liability.** The Authority shall not be liable for any damages or loss suffered by Tenant, or for injuries to persons or Premises.

C. **Liability of Tenant.** Tenant further acknowledges that no representations as to the condition of the improvements, structures, paving, or the geology of the soil, on the Premises, expressed or implied, have been made by the Authority, its officers, employees or agents prior to or at the execution of this Lease. Notwithstanding the foregoing, Tenant, its officers, employees, agents, successors and assigns, will not be responsible for any damage to or contamination of the Premises if such damage or contamination is due to or caused by the act of the Authority, or its officers, employees, agents, successors or assigns.

D. **No Due Diligence Period.** There is no due diligence period.

E. **Periodic Rehabilitation Required of Tenant.** Tenant agrees that (i) prior to the tenth (10th) anniversary date of this Lease, (ii) on each succeeding ten year anniversary date and (iii) a date two (2) years prior to the expiration of the term of this Lease (each such date an "**Inspection Deadline**") Tenant shall deliver to the Authority a detailed written inspection report prepared by a commercial building inspector licensed by the State of Florida Department of Business and Professional Regulation's Building Code and Inspection Board (the "**Inspection Report**") of all of the improvements

on the Premises (of both the exterior and interior thereof), certified to the Authority, including, but not limited to, the following: (1) air conditioning (HVAC) systems (if applicable); (2) doors, including the hangar doors, and hardware; (3) electrical systems; (4) elevators (if applicable); (5) exterior lighting systems; (6) signage; (7) fire sprinkler systems (if applicable); (8) security fences; (9) landscape/sprinkler systems; (10) moisture penetration; (11) mold/mildew incursion; (12) paving (parking, apron and tarmac); (13) plumbing systems (if applicable); (14) roofing systems; (15) site drainage; (16) smoke detectors; (17) structural components; (18) termite infestation; (19) windows and hardware; (20) appearance and cosmetic items; and (21) repair and maintenance recommendations. Subject to Section 14 hereof, Tenant covenants and agrees to complete, at Tenant's sole cost, all repairs and maintenance recommended in the Inspection Report within ninety (90) days of each Inspection Deadline. Tenant understands and agrees that if all such recommended repairs and maintenance are not completed by Tenant within ninety (90) days of each Inspection Deadline then this Lease shall terminate, and Tenant shall surrender the Premises in accord with Section 28 herein and all other terms and conditions of this Lease.

52. FAA REQUIRED CONTRACT PROVISIONS.

A. Civil Rights – General. The Tenant and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the Authority through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property.

B. Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest agrees as follows:

(1) Compliance with Regulations: The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination: The Tenant, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this Lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(4) Information and Reports: The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Tenant's noncompliance with the Non-discrimination provisions of this Lease, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) withholding any payments to the Tenant under this Lease until the Tenant complies; and/or (b) cancelling, terminating, or suspending this Lease, in whole or in part.

(6) Incorporation of Provisions: The Tenant will include the provisions of Subsections 50.B.(1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

C. Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

(1) Tenant for its/his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land during the term of this Lease) that:

(a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Lease had never been made or issued.

D. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

(1) Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land during the

term of this Lease) that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Lease had never been made or issued.

E. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(6) Airport and Airway Improvement Act of 1982, (49 USC § 471, section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

(9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

(12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

F. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Lease) incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

G. Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Lease) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

53. FLORIDA PUBLIC RECORDS LAWS.

A. IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT MIKE WILLINGHAM, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, mike@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.

B. Tenant acknowledges and agrees that Tenant shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, Tenant hereby covenants and agrees that it shall:

(1) keep and maintain public records required by the Authority to perform the services under this Lease;

(2) upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Lease and following completion of this Lease if Tenant does not transfer the records to the Authority; and

(4) upon completion of this Lease, transfer, at no cost, to the Authority all public records in possession of Tenant or keep and maintain public records required by the Authority to perform the services under this Lease. If Tenant transfers all public records to the Authority upon completion of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tenant keeps and maintains public records upon completion of this Lease, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

54. SECURITY

The Authority currently provides unarmed nighttime security observation personnel, but is under no obligation to provide security to the Premises. Tenant may, at Tenant's sole expense, employ security personnel, install security lighting, or maintain alarm systems. If Tenant elects to install outdoor lighting, Tenant must request permission from the Authority prior to installation.

Security requirements are imposed on the Airport by the FAA, Transportation Security Administration ("TSA") and other agencies having jurisdiction over the Airport. Tenant covenants and agrees to comply with all such security requirements, at Tenant's sole expense.

In the event the Authority is fined or penalized by the FAA, TSA or any other agency for a security violation caused by the negligence or omission of the Tenant, or any of Tenant's subtenants, Tenant shall immediately reimburse the Authority in full for all such fine or penalties.

Tenant acknowledges and agrees that the Authority may (in the sole discretion of the Authority's Airport's Deputy Director), at the Authority's sole expense, install and remove from time to time its own security equipment and improvements (including, without limitation, cameras, gates, lighting and alarms) on or about the Premises and improvements located thereon.

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

WITNESSES:

Gaetan Fozzini
Printed Name: GAETAN FOZZINI

Michael Deodreton
Printed Name: MICHAEL DEODRETON

TENANT: DUC PROPELLERS USA, INC.

By: Vincent Duqueine
Vincent Duqueine, as President
(Corporate Seal)

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

Jami Olive
Printed Name: Jami Olive

Andrew Bennett
Printed Name: Andrew Bennett

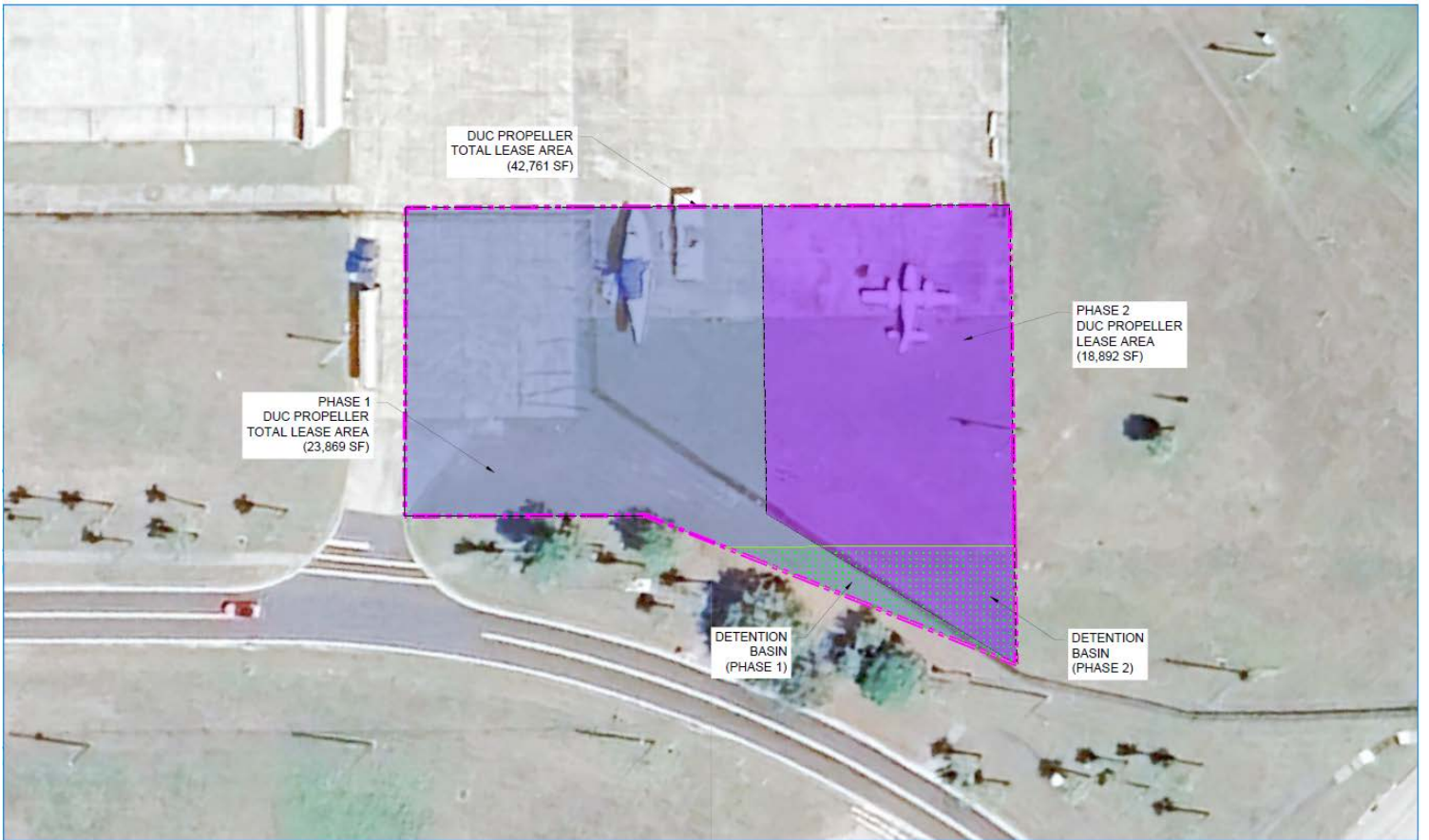
By: Stanley Wells
 Stanley Wells, as its Chair or
 D. Craig Johnson, as its Vice Chair

Attest: Carl Cool
 Carl Cool, as its Secretary or
 Jason Dunkel, as its Asst. Secretary

Exhibit Attached:
A. Map/Real Property Description



EXHIBIT "A"



**DUC PROPELLERS USA, INC.
PROJECT DEVELOPMENT CONTRACT WITH
SEBRING AIRPORT AUTHORITY**

THIS CONTRACT is made this 19th day of February, 2026 in Highlands County, Florida, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "Airport"), and **DUC PROPELLERS USA, INC.**, a foreign corporation authorized to do business in Florida (herein called "Tenant") upon the following terms, conditions, and considerations, to-wit:

WITNESSETH :

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

WHEREAS, Tenant would like to construct a building (the "Building") on Airport's property for Tenant's aeronautical uses; and

WHEREAS, Airport has agreed to lease the property (herein called the "Premises") to Tenant and the parties have executed simultaneously herewith a Commercial Lease; and

WHEREAS, Tenant agrees to construct the Building, subject to certain terms and conditions;

THE PARTIES agree as follows:

1. **LEASE**. Airport will lease a portion of the Premises as shown on composite Exhibit "A" attached hereto, upon the terms and conditions set out in the Commercial Lease attached hereto as Exhibit "B" subject to the contingencies set forth herein. This Contract is contingent upon the execution of the Commercial Lease by both parties.

2. **PROJECT**.

(A) **CONSTRUCTION OF BUILDING**. Tenant may build on the Premises, at Tenant's expense, an airplane hangar in size of style, quality and the type depicted approved by SAA. The design professional and the plans and specifications for the Building must be approved in advance by Airport, but such approval shall not be unreasonably delayed, conditioned or withheld. The plans must be approved by Airport within twelve (12) months of the date of this contract; construction of the Building must commence within eighteen (18) months from the date of this contract and construction of the Building must be completed with a full Certificate of Occupancy issued for the entire Building within twenty-four (24) months of the date of this contract or this contract and the Commercial Lease shall terminate at the option of Airport, which determination may be at its sole discretion. If the building is completed timely, Tenant shall provide Airport with a full set of "As Built" construction plans and survey.

(B) **CONSTRUCTION CONTRACT**. The Building will be constructed in accordance with a construction contract and plans and specifications, which plans and specifications will provide adequate screening of the Building, and complete landscaping per plans and specifications prepared by a registered landscape architect, all of which must be approved by Airport, which approval shall not be unreasonably withheld. The plans and specifications will also provide for paving of the aircraft movement areas and a concrete hangar floor to accommodate the heaviest aircraft expected to operate in the area or a fully loaded fuel truck, whichever is heavier, with expected pavement life of at least twenty years. All change orders in the construction contract, plans or specifications must be approved by Airport, which approval shall not be unreasonably conditioned, delayed or withheld by Airport.

(C) **MITIGATION**. If mitigation is required for the Building by the U. S. Army Corp of Engineers, the South Florida Water Management District or any other government agency in order for permits to be issued for the Building, Tenant will pay all costs, including permitting, impact fees and other mitigation costs.

3. **CONTINGENCIES**. This Agreement and the lease are specifically contingent upon the following matters and construction will not begin until such contingencies are met or waived:

(A) An FAA 7460 Airspace study must be completed and its results must be acceptable to Airport.

(B) FAA approval of this contract and the Commercial Lease or waiver of approval.

(C) Tenant's contractor must provide Airport with payment and performance bonds each in the full amount of the construction contract price pursuant to Florida Statute 255.05 prior to commencing construction. The form of the bonds must be approved by the Airport's legal counsel.

4. **MISCELLANEOUS**.

(A) **DEFAULT**. In any action brought by either party for the interpretation or enforcement of the obligations of either party, including an action to establish the right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

(B) **JURISDICTION AND VENUE**. The parties understand and agree that this contract and the lease were both negotiated, entered into, and are to be performed in Highlands County, Florida. All issues will be governed by Florida Law.

(C) **PERMITS**. Tenant will obtain, at Tenant's expense, all governmental permits required for construction of the Building, including without limitation, construction permits and water management district permits, if applicable. All permits for the operation of Tenant's facility will be obtained by Tenant at Tenant's expense.

(D) **HOLD HARMLESS AGREEMENT**. Tenant holds Airport harmless for any claim, loss, cost or damage, whether in the nature of an injury to persons, property or business interests, incurred by Tenant, Tenant's agents, shareholders, employees, officers, directors, or vendors that is caused, in whole or part, by any construction activity on the Premises. Tenant shall further indemnify Airport from any such claim, loss, cost or damage and shall pay all attorneys' fees and costs incurred by Airport in defending any such claim or enforcing Airport's right to indemnification. Such payment on behalf of Airport shall be in addition to any and all other legal remedies available to Airport and shall not be considered to be Airport's exclusive remedy. In addition, Tenant agrees to indemnify and hold Airport harmless from and against any and all injury, loss, cost or damage including, without limitation, reasonable attorneys' fees and court costs at both trial and appellate levels) arising out of or in connection with any construction activities performed on the Premises, unless caused solely by the gross negligence of Airport.

(E) **ASSIGNMENT OF AGREEMENT**. This Agreement may be assigned by Tenant, subject to Airport's consent. Airport's consent may be conditioned on a review of the financial status of the proposed assignee as well as the proposed use. Airport's consent shall not be unreasonably withheld.

(F) **RECORDING**. Neither this Agreement nor any memorandum thereof shall be recorded in the Public Records of any county of the State of Florida without express written approval by Airport.

(G) **SURVIVAL**. All terms of this Agreement will survive its closing.

(H) **SEVERABILITY**. Parties agree that the terms and conditions set out herein are severable and separate, and the unenforceability of any specific terms or conditions will not affect the validity of the other terms and conditions set forth herein.

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

(J) **MULTIPLE ORIGINALS**. This Agreement is executed in multiple copies, each copy of which shall be deemed an original.

5. **INSURANCE REQUIREMENTS**.

(A) Insurance Coverage.

(1) Property Insurance - Tenant agrees to secure and maintain in force at its expense, a property insurance policy to include "Special Form" coverage, including Windstorm, Flood, Vandalism, and Malicious Mischief covering the Premises Building and Real Property and all improvements thereon and Personal Property/Contents thereof for full replacement value. If Flood Insurance is not available within the Property coverage, and the Improvements on the Premises are located within a Special Flood Hazard Area, then coverage shall be purchased from the National Flood Insurance Program (NFIP). Tenant is responsible for any deductibles.

(2) General Liability Insurance - Tenant agrees to secure and maintain general liability insurance and/or aviation liability insurance covering Tenant's activities, its use of the Premises, its operations at and use of the hangar including any aircraft stored on the Premises and or on any other part of the Airport, including liability under the indemnities required herein. The General Liability Insurance policy shall have coverage limitations providing no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage will extend to any vehicles or equipment that are not licensed for road use. Tenant is responsible for any deductibles.

(3) Automobile Liability Insurance – If Tenant's operations utilize road-licensed vehicles located on the Airport, all such vehicles shall be insured for a minimum of \$1,000,000 per occurrence.

(4) Builder's Risk Insurance – At all times during the construction of any improvements on the Premises, Tenant agrees to secure and maintain builder's risk insurance covering contractor's labor, materials and equipment to be used for completion of the work performed against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full cost of the improvements. Tenant is responsible for any deductibles.

(B) Changes in Policy. Tenant shall provide Airport with notice of any proposed change to any insurance coverage. The Airport maintains the right to reject a proposed change in Tenant's insurance coverage or insurer, and in the event of a policy cancellation, the Tenant is required to obtain satisfactory successor insurance without lapse. If such provision is not available on the insurance policies, Tenant is required to notify Airport thirty (30) days prior to the policy cancellation, non-renewal or material change in coverage.

(C) Evidence of Insurance. Tenant shall secure and deliver annually to Airport appropriate insurance certificates showing evidence of coverage as required hereunder. Tenant shall file with the Airport a duly executed original certificate of insurance evidencing that the insurance required by this Agreement is extended. Airport has the right to request copies of any policies required under this Section.

(D) Form of Policies. All policies of insurance required under this Section must be in a standard form and written by qualified insurance companies satisfactory to the Airport. Insurance carriers must maintain throughout the term of this Agreement an AM Best rating of A- VII or better. All provisions set forth herein must be verified on the required Evidence/Certificates of Insurance.

(1) Certificate Holder, Additional Insured, and Loss Payee shall be listed as: "Sebring Airport Authority," at its address, 128 Authority Lane, Sebring, Florida 33870.

(2) All insurance policies shall contain a clause or endorsement by which the insurance carrier waives all rights of subrogation against Airport, except where the Airport or its agents are liable for a specific act of gross negligence. Evidence of the Waiver of Subrogation shall appear on the Evidence/Certificate of Insurance.

(3) General/Aviation Liability policy(ies) shall name the "Sebring Airport Authority," as an additional insured. Evidence of that provision shall appear on the Evidence/Certificate of Insurance.

(4) Property policy(ies) shall name the "Sebring Airport Authority," as Loss Payee for its interest in the Premises. Evidence of that provision shall appear on the Evidence of Property Insurance form or similar Certificate of Insurance.

(5) All of Tenant's required insurance policies shall be primary and non-contributory insurance to the Airport. Such provision shall appear on the Evidence/Certificate of Insurance.

(6) The Airport does not represent that the types or amounts of insurance required herein are sufficient or adequate to protect Tenant's interests or liability but are only minimum requirements. Airport reserves the right to require any other reasonable insurance coverage which the Airport deems necessary depending upon the risk of loss and exposure to liability.

(E) Notice. Tenant shall give the Airport prompt and timely written notice of any claim made or suit instituted of which Tenant is aware that in any way directly, indirectly, contingently, or otherwise affects or might affect the Airport, and the Airport shall have the right to participate in the defense of the claim to the extent of its interest.

(F) Lapse of Insurance Coverage. If Tenant shall fail to maintain insurance coverage as required, then the Airport may, but is not obligated to, obtain same and add the cost of such insurance to next due lease rental payment. If the Airport does so, it may charge interest thereon at the rate of 18.0 % per annum, or at the maximum interest rate permitted by law in the State of Florida, whichever is greater (provided, however, that this provision shall not be construed to create an obligation for Tenant to pay a usurious rate of interest to the Airport) from the time of payment, which shall be added to the rental becoming due, and shall be collected as additional rent.

G. The Airport reserves the right in its sole reasonable discretion to increase or otherwise modify on an annual basis throughout the term of this Agreement all the Tenant's insurance requirements hereunder, including, without limitation, the types and form of insurance coverage required and the minimum amounts of each such required insurance coverage. The Airport will provide not less than thirty (30) days prior written

notice to Tenant of any modifications to the insurance requirements hereunder.

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

7. **OBSTRUCTIONS.** Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as to comply with Federal Aviation Regulations, Part 77.

8. **FAA REQUIRED CONTRACT PROVISIONS.**

(A) **Civil Rights – General.** The Tenant and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Airport or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport or any transferee retains ownership or possession of the property.

(B) **Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest agrees as follows:

(1) **Compliance with Regulations:** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:** The Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(4) **Information and Reports:** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of

another who fails or refuses to furnish the information, the Tenant will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Tenant's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Tenant will include these provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

(C) Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

(1) Tenant for its/his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land during the term of this Agreement) that:

(a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Airport will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.

(D) Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

(1) Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land during the term of this Agreement) that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of breach of any of the above nondiscrimination covenants, the Airport will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this

Agreement had never been made or issued.

(E) Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(6) Airport and Airway Improvement Act of 1982, (49 USC § 471, section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

(9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

(12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(F) Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Tenant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. FLORIDA PUBLIC RECORDS LAWS.

(A) IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MIKE WILLINGHAM, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, mike@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.

(B) Tenant acknowledges and agrees that Tenant shall be required to comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes. Specifically, Tenant hereby covenants and agrees that it shall:

(1) keep and maintain public records required by the Airport to perform the services under this Agreement;

(2) upon request from the Airport’s custodian of public records, provide the Airport with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Tenant does not transfer the records to the Airport; and

(4) upon completion of this Agreement, transfer, at no cost, to the Airport all public records in possession of Tenant or keep and maintain public records required by the Airport to perform the services under this Agreement. If Tenant transfers all public records to the Airport upon completion of this Agreement, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If Tenant keeps and maintains public records upon completion of this Agreement, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Airport, upon request from the Airport's custodian of public records, in a format that is compatible with the information technology systems of the Airport.

(SIGNATURE PAGE TO FOLLOW)

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

Signed, sealed and delivered in the presence of:

Jami Olive
Printed Name: Jami Olive

Andrew Bennett
Printed Name: Andrew Bennett

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

By: [Signature]
 Stanley Wells, as its Chair or
 D. Craig Johnson, as its Vice Chair

Attest: [Signature]
 Carl Cool, as its Secretary or
 Jason Dunkel, as its Asst. Secretary
(corporate seal)



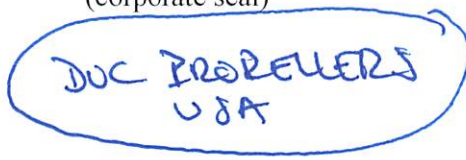
DUC PROPELLERS USA, INC., a Delaware corporation

By: [Signature]
Vincent Duqueine, as President

[Signature]
Printed Name: DORDEBRIANT

[Signature]
Printed Name: GAETAN FOLEZING

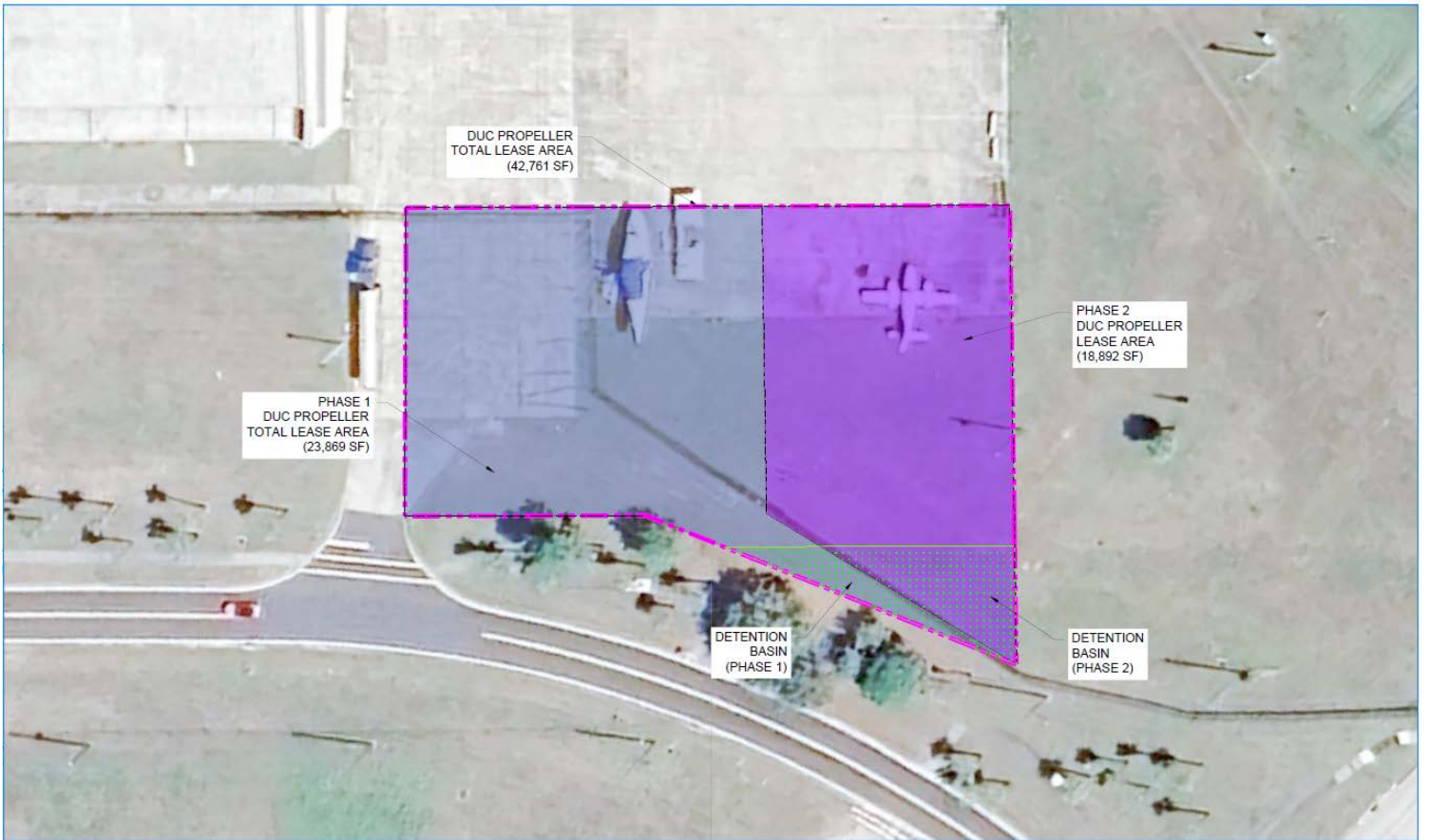
(corporate seal)



Exhibits:

- A. Premises
- B. Commercial Lease

EXHIBIT "A"



Sebring Airport Authority Agenda Item Summary

Meeting Date: February 19, 2026

Presenter: Andrew Bennett

Agenda Item: RexAir Aviation, LLC – Administration Space Lease Agreement – First Amendment

Background:

On January 18, 2024, the Sebring Airport Authority and RexAir Aviation, LLC entered into an Administration Space Lease Agreement for Conference Room #341, Special Project Office #340 and approximately 2,527 square feet of open space, which is composed of Open Areas 347 and 348, Admin Assit 344, Project Manager 345 and Project Admin Area 346 space, located in the gallery of the Administration Offices at 128 Authority Lane at the Sebring Regional Airport.

The First Amendment to the Sebring Airport Authority Administration Space Lease with RexAir Aviation, LLC, which reduces the leased premises effective March 1, 2026 to retain only Conference Room #341 and Special Project Office #340 which adjusts the monthly rent to \$882.00 (inclusive of electricity and reasonable garbage disposal), plus a 5% fire/security charge and applicable taxes, payable in advance on the first of each month; the amendment also confirms the tenant will provide its own furniture/fixtures/equipment (including internet), retains use of common facilities as described, and all other lease terms remain in full force and effect.

Requested Motion: Move to approve and authorize the Executive Director or Deputy Director to execute the lease amendment with RexAir Aviation, LLC.

Board Action:

Approved _____

Denied _____

Tabled _____

**FIRST AMENDMENT TO
SEBRING AIRPORT AUTHORITY
ADMINISTRATION SPACE LEASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 19th day of February, 2026, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **REXAIR AVIATION, LLC**, a Florida limited liability company (herein collectively called "TENANT").

W I T N E S S E T H :

WHEREAS, the parties entered into an Administration Space Lease (herein called the "Lease") on January 18, 2024, for Conference Room #341, Special Project Office #340 and approximately 2,527 square feet of open space, which is composed of Open Areas 347 and 348, Admin Assit 344, Project Manager 345 and Project Admin Area 346 space, located in the gallery of the Administration Offices at 128 Authority Lane at the Sebring Regional Airport; and

WHEREAS, TENANT wishes to reduce size of leasehold and associated rent from reduction in leasehold;

IT IS THEREFORE AGREED, by and between the parties, effective March 1, 2026, that the Lease is hereby amended as follows:

1. PROPERTY. The property subject to this Agreement is:

Conference Room #341 and Special Project Office #340; as depicted on Exhibit "A" attached hereto located at 128 Authority Lane at the Sebring Regional Airport (herein called the "Premises"). TENANT will provide all furniture, fixtures and equipment including internet to conduct its business. The Lease includes the right of TENANT's patrons and employees to utilize the parking, gallery and restroom facilities that are currently available to the general public. LANDLORD reserves the right to designate where TENANT's employees shall park, which currently shall be on the north side of the Center. The Lease also includes the right of TENANT's employees to utilize the break room and the right of TENANT to utilize the Center's board room with prior scheduling and authorization of LANDLORD

2. RENT. TENANT hereby agrees to pay rent, including electricity and reasonable garbage disposal, to LANDLORD of \$882.00 per month beginning March 1, 2026, together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month during the term of this Lease. Each lost key shall incur a \$50.00 re-key fee.

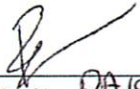
3. CONTINUATION. All other provisions of the Lease shall remain unchanged and in full and effect.

4. MULTIPLE ORIGINALS. This amendment is executed in multiple copies, each copy of which shall be deemed an original.

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

WITNESSES:


Printed Name: DONNA BURGER


Printed Name: PAISLEY SUBKO

TENANT: REXAIR AVIATION, LLC, a Florida limited liability company

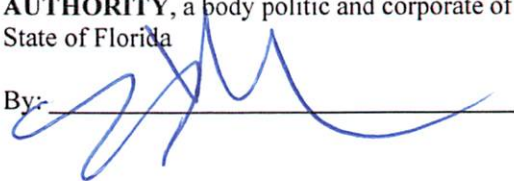
By: 
Keith West, Manager


(Corporate Seal)


Printed Name: Jami Olive


Printed Name: Andrew Bennett

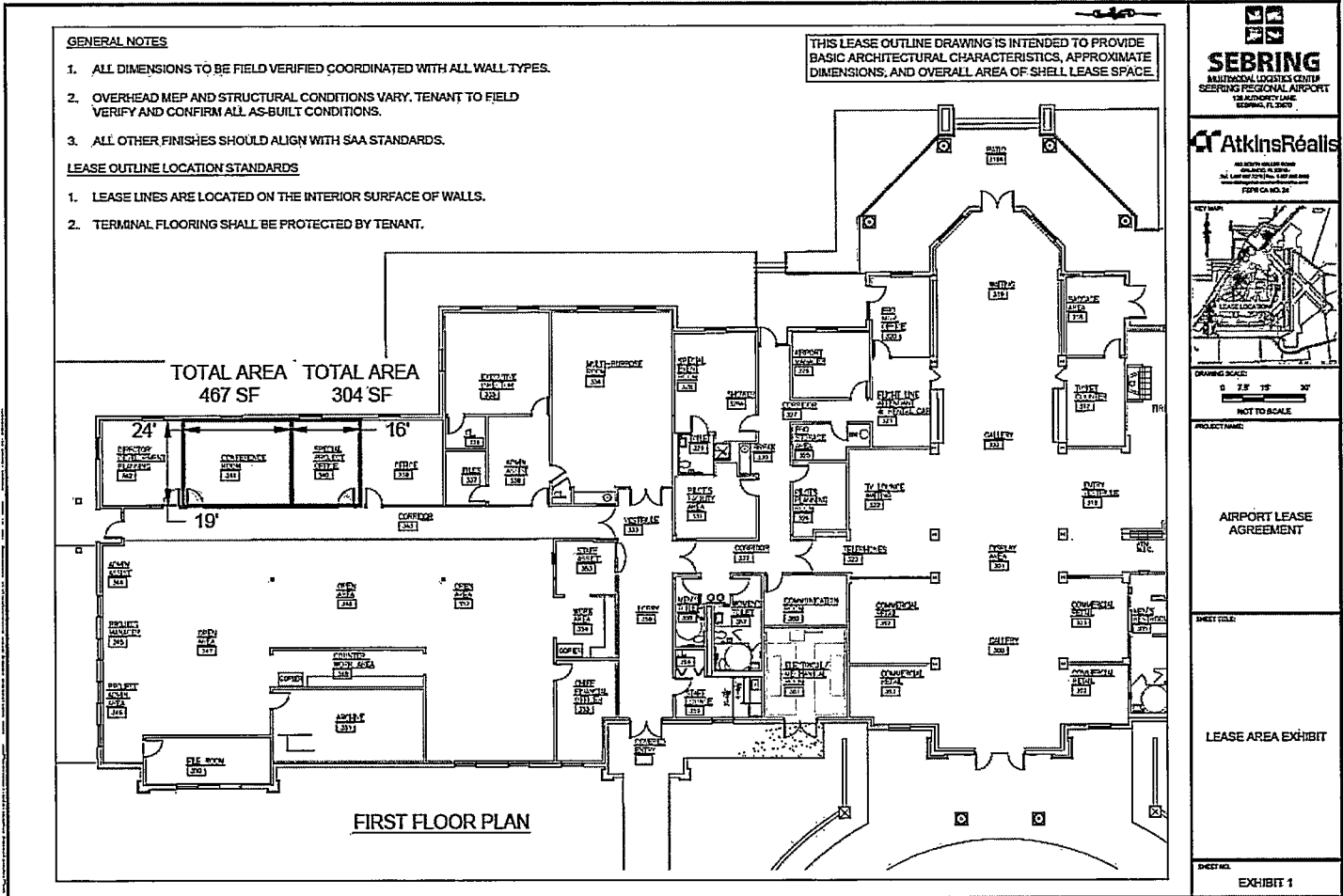
LANDLORD: SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida

By: 

- Mike Willingham, Executive Director
- Andrew Bennett, Deputy Director
- Colleen Plonsky, Director of Finan



EXHIBIT "A"



Sebring Airport Authority Agenda Item Summary

Meeting Date: February 19, 2026

Presenter: Andrew Bennett

Agenda Item: Turf Care Supply, LLC – Assumption Agreement and Amendment of Commercial Leases by Vogel Seed & Fertilizer, LLC

Background:

The Sebring Airport Authority (“Landlord”) currently has two commercial lease agreements covering multiple land and building assets at the Sebring Regional Airport and Industrial Park, and Turf Care Supply, LLC (“Former Tenant”) has requested that Vogel Seed & Fertilizer, LLC (“Tenant/Company”) assume the existing lease obligations. The Assumption Agreement and Amendment documents the Landlord’s consent to the lease assumption and includes a limited amendment to Lease 1 as set out in Exhibit A. In addition, two related Landlord’s Waiver and Consent documents are being provided in connection with the Company’s new financing arrangement with BMO Bank N.A. (as Administrative Agent for lenders); these waivers address the lender’s security interest in the Company’s collateral located at the leased premises and require Board approval in conjunction with the lease assumption and amendment.

Under the agreement, Vogel Seed & Fertilizer, LLC assumes and agrees to perform all duties and obligations—and receives all benefits—under both existing lease agreements, including payment and performance requirements, and must provide evidence of insurance consistent with the leases. Aside from the specific amendment described in Exhibit A, no other lease modifications are intended.

Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the lease assumption and amendment along with the associated Landlord Waiver and Consent for each active lease with Vogel Seed & Fertilizer, LLC.

Board Action:

Approved _____

Denied _____

Tabled _____

**ASSUMPTION AGREEMENT AND
AMENDMENT OF
COMMERCIAL LEASES
SEBRING AIRPORT AUTHORITY**

This Assumption Agreement is made and entered into this 19th day of February, 2026 (the "ASSUMPTION AGREEMENT"), by and between the SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein called "LANDLORD") and VOGEL SEED & FERTILIZER, LLC, a Delaware limited liability company (herein called "TENANT").

WHEREAS, on August 17, 2017, the LANDLORD entered into a Consolidation, Amendment and Restatement of Sebring Airport Authority Commercial Leases with TURF CARE SUPPLY, LLC (f/k/a Turf Care Supply Corp.) ("FORMER TENANT") for manufacturing, storage and distribution of lawn care products and supplies ("LEASE 1"). The properties subject to this agreement are Land #1, Building 51, Building 907 and Building 908 at the Sebring Regional Airport and Industrial Park.

WHEREAS, on May 20, 2021, the LANDLORD entered into a Commercial Lease with FORMER TENANT for manufacturing, storage and distribution of lawn care products and supplies ("LEASE 2" and, together with LEASE 1, the "COMMERCIAL LEASE AGREEMENTS"). The properties subject to this agreement are Buildings 916, 917, 918, and 919 at the Sebring Regional Airport and Industrial Park.

WHEREAS, on January 20, 2026, FORMER TENANT notified the LANDLORD of its desire to transfer the Commercial Lease Agreements, inclusive of all amendments, from FORMER TENANT to TENANT; and

WHEREAS, FORMER TENANT does not object to the transfer of the Commercial Lease Agreements to TENANT.

NOW, THEREFORE, in consideration of the mutual promises in this Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. TENANT accepts and assumes all rights, duties, benefits, and obligations under the Commercial Lease Agreements, including all existing and future obligations to pay and perform under the Commercial Lease Agreements.
2. TENANT will promptly deliver to the Authority evidence of insurance consistent with the requirements stipulated within the Commercial Lease Agreements.
3. Except as set forth on Exhibit A attached hereto, no further supplements to, or modification of, the Commercial Lease Agreements are contemplated by the parties.
4. Notice required under the Commercial Lease Agreements to be sent to TENANT shall be directed to:

Vogel Seed & Fertilizer, LLC


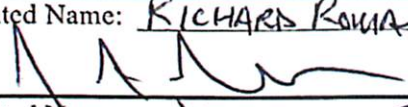
c/o Interoceanic Corporation
Attention: Elio Mazzella, Jr., President
7 Renaissance Square, 7th Floor
White Plains, NY 10601
Email: emazzella@ioccorp.com

5. The LANDLORD hereby consents to TENANT'S assumption of the Commercial Lease Agreements. No waivers of performance or extensions of time to perform are granted or authorized. The LANDLORD will treat TENANT as the Tenant for all purposes under the Commercial Lease Agreements.

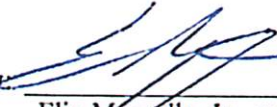
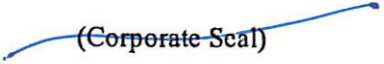
6. Excepting the aforementioned modifications set forth herein, all terms and conditions of the Commercial Lease Agreements remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Assumption Agreement on the date first written above.

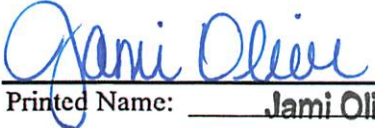
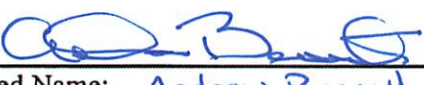
WITNESSES:


Printed Name: RICHARD KOWAL

Printed Name: JEREMY SMITH

TENANT: VOGEL SEED & FERTILIZER, LLC, a Delaware limited liability company

By: 
Elio Mazzella, Jr., as President

(Corporate Seal)

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


Printed Name: Jami Olive

Printed Name: Andrew Bennett



By: 
 Stanley Wells, as its Chair or
 D. Craig Johnson, as its Vice Chair
Attest: 
 Carl Cool, as its Secretary or
 Jason Dunkel, as its Asst. Secretary



EXHIBIT A

1. Section 36 of Lease 1 is hereby amended as marked below (bold, underlined text denotes amendments):

TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined by CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever **other than a level or quantity of such matters in any given form or combination of forms that does not constitute a violation of any applicable law.** TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

LANDLORD'S WAIVER AND CONSENT

THIS LANDLORD'S WAIVER AND CONSENT ("*Waiver and Consent*") is made and entered into as of this 19th day of February, 2026 by and between Sebring Airport Authority, a body politic and corporate of the State of Florida ("*Landlord*"), and BMO Bank N.A., as administrative agent ("*Administrative Agent*") for the several financial institutions (collectively, "*Lenders*") from time to time party to the Credit Agreement described below.

A. Landlord is the owner of the real property commonly known as Land #1, Buildings 51, 907 and 908 at Sebring Regional Airport and Industrial Park (the "*Premises*").

B. Landlord has entered into that certain Consolidation, Amendment and Restatement of Sebring Airport Authority Commercial Leases with Turf Care Supply Corp. dated August 15, 2017 (together with all amendments and modifications thereto and waivers thereof, the "*Lease*") with Vogel Seed & Fertilizer, LLC ("*Company*"), with respect to the Premises. A copy of the Lease is attached hereto as Exhibit A.

C. Administrative Agent and Lenders have previously entered or are about to enter into that certain Credit Agreement dated as of January [], 2026 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Credit Agreement), among the Company, the other Borrowers (as defined therein) party thereto, the other Loan Parties (as defined therein) party thereto, the Lenders and Administrative Agent, and to secure the obligations arising under such Credit Agreement, Company has granted to Administrative Agent, for its own benefit and the ratable benefit of Lenders, a security interest in and lien upon certain assets of Company, including, without limitation, all of Company's accounts, chattel paper, instruments, documents, general intangibles, letter-of-credit rights, supporting obligations, deposit accounts, investment property, inventory, equipment, trade fixtures, certain commercial tort claims, certain real estate and certain other property, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, but excluding building fixtures (e.g. heating, ventilation and air conditioning systems, temperature control systems, building theft detection systems, sprinkler systems, carpeting, lighting fixtures) (collectively, the "*Collateral*").

NOW, THEREFORE, in consideration of any financial accommodations extended by Lenders to Company at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord acknowledges that (a) the Lease is valid and is in full force and effect and has not been assigned, modified, supplemented or amended in any way and represents the entire agreement with respect to such matter between the parties thereto and (b) to its knowledge, neither Landlord nor Company is in default under the terms of the Lease and no event has occurred which with the giving of notice or the passage of time would constitute a default under the Lease.

2. Landlord acknowledges Administrative Agent's lien on the Collateral and, until such time as the obligations of Company to Lenders and Administrative Agent are indefeasibly paid in full and the Credit Agreement has been terminated, Landlord waives any and all liens, security interests and any other interests it may have in the Collateral (whether granted by the Lease, statute or otherwise) and agrees not to distraint or levy upon any Collateral or to assert any landlord lien, right of distraint or other claim against the Collateral for any reason. Landlord agrees that the Collateral consisting of trade fixtures such as equipment bolted to the floor shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property.

3. Landlord hereby agrees that (a) it shall give copies of all notices of default sent to Company under the Lease to Administrative Agent (a "*Default Notice*") and (b) prior to exercising any of Landlord's rights and remedies under the Lease or at law or in equity, Administrative Agent shall have the right (but not the obligation) to cure or cause to be cured such default within the following time periods from and after receipt by Administrative Agent of a Default Notice from Landlord: ten (10) days with respect to monetary defaults and thirty (30) days with respect to non-monetary defaults after the period of time granted to Company to cure such defaults under the terms of the Lease; however, neither Administrative Agent nor any Lender shall be under any obligation to cure any default by Company under the Lease.

4. Upon a termination of the Lease, Landlord will permit Administrative Agent and its representatives and invitees (at the Administrative Agent's discretion) to occupy and remain on the Premises; provided, that (a) such period of occupation (the "*Disposition Period*") shall not exceed up to 90 days following receipt by Administrative Agent of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 45 days following Administrative Agent's receipt of written notice of such expiration, and (b) to the extent not paid or prepaid by Company, Administrative Agent shall pay Landlord a sum for its use and occupancy of the Premises on a per diem basis, determined on the basis of a month of thirty (30) days, in an amount equal to the monthly base rent and additional rent for operating costs, such as insurance, taxes and utilities, required to be paid by Company under the Lease, from the date on which Administrative Agent shall have occupied the Premises until the date on which Administrative Agent vacates the Premises, it being understood, however, that Administrative Agent shall not thereby have assumed any of the obligations of Company to Landlord, including without limitation any obligation to pay any past due rent owing by Company or any other unperformed or unpaid obligations of Company under the Lease.

5. At any time during any Disposition Period or prior to the termination of the Lease, at no expense to the Landlord, Administrative Agent or its representatives or invitees may enter upon the Premises at any time without any interference by Landlord to inspect or remove any or all of the Collateral; *provided, however*, that Administrative Agent shall promptly repair, at Administrative Agent's expense, or reimburse Landlord, for any actual verifiable physical damage to the Premises caused by the conduct of Administrative Agent or its representatives or invitees in removing such Collateral (ordinary wear and tear excluded). Notwithstanding anything to the contrary contained herein or in the Lease, Administrative Agent shall have no duty or obligation to remove or dispose of any Collateral or any other property maintained or left on the Premises by Company. No action by Administrative Agent or any Lender pursuant to this Waiver and Consent shall be deemed to be an assumption by Administrative Agent or Lenders of any obligation under

the Lease, and, except as provided in paragraphs 4 and 5 herein, Administrative Agent shall not have any obligation to Landlord.

6. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

7. Landlord acknowledges and agrees that notwithstanding any provisions of the Lease, any change of control of Company which occurs as a result of Administrative Agent taking over Company due to an event of default under the Credit Agreement shall not breach the Lease, and the Lease shall remain in full force and effect following any such change of control.

8. This Waiver and Consent may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Florida, and shall inure to the benefit of Administrative Agent and its successors and assigns and shall be binding upon Landlord and its successors and assigns (including any transferees of the Premises). Delivery by one or more parties hereto of an executed counterpart of this Waiver and Consent via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Waiver and Consent.

9. The agreements contained herein shall continue in force until all of Company's obligations and liabilities to Lenders are paid and satisfied in full and all commitments under the Credit Agreement have terminated (other than obligations under the Credit Agreement that by their express terms survive termination of the Credit Agreement).


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Landlord's Waiver and Consent is entered into as of the date first set forth above.

"LANDLORD"

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Attention:
Telephone:
Facsimile:
E-Mail:

SEBRING AIRPORT AUTHORITY

By: 
Name: Stanley Wells
Title: Chairman

"ADMINISTRATIVE AGENT"

BMO Bank N.A.
320 South Canal Street
Chicago, Illinois 60606
Attention:
Telephone:
Telecopy:
Email:

BMO BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

LEASE
(see attached)

LANDLORD'S WAIVER AND CONSENT

THIS LANDLORD'S WAIVER AND CONSENT ("*Waiver and Consent*") is made and entered into as of this 19th day of February, 2026 by and between Sebring Airport Authority, a body politic and corporate of the State of Florida ("*Landlord*"), and BMO Bank N.A., as administrative agent ("*Administrative Agent*") for the several financial institutions (collectively, "*Lenders*") from time to time party to the Credit Agreement described below.

A. Landlord is the owner of the real property commonly known as Buildings 916, 917, 918 and 919 at Sebring Regional Airport and Industrial Park (the "*Premises*").

B. Landlord has entered into that certain Lease Agreement dated May 20, 2020 (together with all amendments and modifications thereto and waivers thereof, the "*Lease*") with Vogel Seed & Fertilizer, LLC ("*Company*"), with respect to the Premises. A copy of the Lease is attached hereto as Exhibit A.

C. Administrative Agent and Lenders have previously entered or are about to enter into that certain Credit Agreement dated as of January [], 2026 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Credit Agreement), among the Company, the other Borrowers (as defined therein) party thereto, the other Loan Parties (as defined therein) party thereto, the Lenders and Administrative Agent, and to secure the obligations arising under such Credit Agreement, Company has granted to Administrative Agent, for its own benefit and the ratable benefit of Lenders, a security interest in and lien upon certain assets of Company, including, without limitation, all of Company's accounts, chattel paper, instruments, documents, general intangibles, letter-of-credit rights, supporting obligations, deposit accounts, investment property, inventory, equipment, trade fixtures, certain commercial tort claims, certain real estate and certain other property, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, but excluding building fixtures (e.g. heating, ventilation and air conditioning systems, temperature control systems, building theft detection systems, sprinkler systems, carpeting, lighting fixtures) (collectively, the "*Collateral*").

NOW, THEREFORE, in consideration of any financial accommodations extended by Lenders to Company at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord acknowledges that (a) the Lease is valid and is in full force and effect and has not been assigned, modified, supplemented or amended in any way and represents the entire agreement with respect to such matter between the parties thereto and (b) to its knowledge, neither Landlord nor Company is in default under the terms of the Lease and no event has occurred which with the giving of notice or the passage of time would constitute a default under the Lease.

2. Landlord acknowledges Administrative Agent's lien on the Collateral and, until such time as the obligations of Company to Lenders and Administrative Agent are indefeasibly

paid in full and the Credit Agreement has been terminated, Landlord waives any and all liens, security interests and any other interests it may have in the Collateral (whether granted by the Lease, statute or otherwise) and agrees not to distraint or levy upon any Collateral or to assert any landlord lien, right of distraint or other claim against the Collateral for any reason. Landlord agrees that the Collateral consisting of trade fixtures such as equipment bolted to the floor shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property.

3. Landlord hereby agrees that (a) it shall give copies of all notices of default sent to Company under the Lease to Administrative Agent (a “*Default Notice*”) and (b) prior to exercising any of Landlord’s rights and remedies under the Lease or at law or in equity, Administrative Agent shall have the right (but not the obligation) to cure or cause to be cured such default within the following time periods from and after receipt by Administrative Agent of a Default Notice from Landlord: ten (10) days with respect to monetary defaults and thirty (30) days with respect to non-monetary defaults after the period of time granted to Company to cure such defaults under the terms of the Lease; however, neither Administrative Agent nor any Lender shall be under any obligation to cure any default by Company under the Lease.

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5. At any time during any Disposition Period or prior to the termination of the Lease, at no expense to the Landlord, Administrative Agent or its representatives or invitees may enter upon the Premises at any time without any interference by Landlord to inspect or remove any or all of the Collateral; *provided, however*; that Administrative Agent shall promptly repair, at Administrative Agent’s expense, or reimburse Landlord, for any actual verifiable physical damage to the Premises caused by the conduct of Administrative Agent or its representatives or invitees in removing such Collateral (ordinary wear and tear excluded). Notwithstanding anything to the contrary contained herein or in the Lease, Administrative Agent shall have no duty or obligation to remove or dispose of any Collateral or any other property maintained or left on the Premises by Company. No action by Administrative Agent or any Lender pursuant to this Waiver and Consent shall be deemed to be an assumption by Administrative Agent or Lenders of any obligation under the Lease, and, except as provided in paragraphs 4 and 5 herein, Administrative Agent shall not have any obligation to Landlord.

6. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

7. Landlord acknowledges and agrees that notwithstanding any provisions of the Lease, any change of control of Company which occurs as a result of Administrative Agent taking over Company due to an event of default under the Credit Agreement shall not breach the Lease, and the Lease shall remain in full force and effect following any such change of control.

8. This Waiver and Consent may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Florida, and shall inure to the benefit of Administrative Agent and its successors and assigns and shall be binding upon Landlord and its successors and assigns (including any transferees of the Premises). Delivery by one or more parties hereto of an executed counterpart of this Waiver and Consent via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Waiver and Consent.

9. The agreements contained herein shall continue in force until all of Company's obligations and liabilities to Lenders are paid and satisfied in full and all commitments under the Credit Agreement have terminated (other than obligations under the Credit Agreement that by their express terms survive termination of the Credit Agreement).

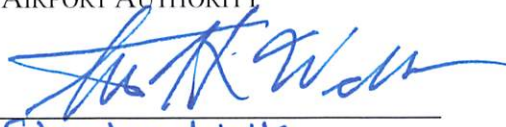
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Landlord's Waiver and Consent is entered into as of the date first set forth above.

"LANDLORD"

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Attention:
Telephone:
Facsimile:
E-Mail:

SEBRING AIRPORT AUTHORITY

By: 
Name: Stanley Wells
Title: Chairman

"ADMINISTRATIVE AGENT"

BMO Bank N.A.
320 South Canal Street
Chicago, Illinois 60606
Attention:
Telephone:
Telecopy:
Email:

BMO BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

LEASE
(see attached)

RESOLUTION SAA 26-03

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S26-03 TO
THE 2025-2026 BUDGET.**

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

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

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

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

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

SECTION 1. The Sebring Airport Authority hereby approves the 2025-2026 Budget Amendment S26-03 as presented.

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

PASSED AND ADOPTED this 19th day of February 2026.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

2/19/2026

SEBRING AIRPORT AUTHORITY
 BUDGET AMENDMENT# S26-03
 EFFECTIVE ACCOUNTING PERIOD: DECEMBER 2025

SUBMITTED BY: Colleen Plonsky
 SIGNED BY: 

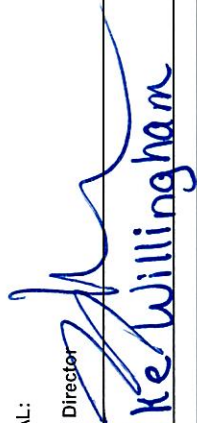
| REVENUE CENTER | ACCOUNT | ACCOUNT NAME | PRIOR BUDGET AS | INCREASE | DECREASE | REVISED | Reason: |
|----------------------------------|-------------|--------------------------------------|--|-----------------|-----------------|-----------------|------------|
| SAA | 331-620-130 | FAA TAXIWAY D DESIGN & CONSTRUCTION | \$ - | \$ 2,400,627.00 | \$ - | \$ 2,400,627.00 | UNBUDGETED |
| SAA | 331-620-133 | FAA TAXIWAY D CONSTRUCTION | \$ 2,400,627.00 | \$ - | \$ 2,400,627.00 | \$ - | RECLASSIFY |
| SAA | 334-610-130 | FDOT TAXIWAY D DESIGN & CONSTRUCTION | \$ - | \$ 151,349.00 | \$ - | \$ 151,349.00 | UNBUDGETED |
| SAA | 334-610-133 | FDOT TAXIWAY D CONSTRUCTION | \$ 151,349.00 | \$ - | \$ 151,349.00 | \$ - | RECLASSIFY |
| SAA | 360-500-SAA | SERVICE FEE INCOME | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 | UNBUDGETED |
| Total Revenue Increase/Decrease | | | \$ 2,551,976.00 | \$ 2,556,976.00 | \$ 2,551,976.00 | \$ 2,556,976.00 | |
| COST CENTER (expenses) | | | | | | | |
| FBO | 512-061-FBO | FBO COMPUTER ACCESSORIES | \$ 500.00 | \$ 2,000.00 | \$ - | \$ 2,500.00 | |
| Total Expenses Increase/Decrease | | | \$ 500.00 | \$ 2,000.00 | \$ - | \$ 2,500.00 | |
| | | | Prior Month Budgeted Operating Reserve | \$645,340.00 | | | |
| | | | Current Month Revenue - Inc/(Dec) | \$ 5,000.00 | \$ 2,000.00 | | |
| | | | Current Month Expense - Inc/(Dec) | | \$ 2,000.00 | | |
| | | | Revised Budgeted Operating Reserve | | | \$648,340.00 | |

REQUEST #: S26-03

TRANSFER TYPE:
 ITEM TO ITEM
 OPERATING RESERVE
 BY RESOLUTION # SAA 26-03

BOARD APPROVAL:

Executive Director


 Mike Willingham

Sebring Airport Authority Agenda Item Summary

Meeting Date: February 19, 2026

Presenter: Andrew Bennett

Agenda Item: State of Florida Department of Commerce (Florida Commerce) – Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Agreement Number MS013.

Background: The State of Florida, Department of Commerce (“Commerce”) is issuing Agreement No. MS013 as a federally funded CDBG–Disaster Recovery (CDBG-DR) subaward under the Rebuild Florida Infrastructure Repair Program to the Sebring Airport Authority. The award is funded through HUD (Assistance Listing 14.228) and is effective upon full execution through April 30, 2029. The total subaward is not-to-exceed **\$3,044,630.00**, representing the federal funds obligated to support the project.

The funded scope is the Airfield Stormwater Improvements Project at Sebring Regional Airport, intended to improve drainage and reduce flooding impacts to runways, taxiways, and apron areas to help maintain safe aviation operations during and after severe storm events. Work includes demolition and replacement of deteriorated drainage structures; desilting and rehabilitation of stormwater piping; installation of new large-diameter polypropylene culverts; upgrades to inlets and manholes; and associated erosion control and site restoration. The budget is allocated across three primary deliverables: Contract Administration (\$44,960.00), Construction Engineering & Inspection Services (\$352,130.00), and Construction (\$2,647,540.00), totaling **\$3,044,630.00**.

Recommended Action: Move to approve and authorize the Executive Director to execute Agreement Number MS013.

Board Action:

Approved _____

Denied _____

Tabled _____

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce” or “Grantee”) and the **Sebring Airport Authority** (hereinafter referred to as “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the “Appropriations Act”), the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the “Universal Notice”), as amended, including amendments made by HUD’s March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the “Action Plan”).

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce’s Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends April 30, 2029, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy

available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless

against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur (“Events of Default”), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce’s Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance

or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or <https://www.hud.gov/reporhousingdiscrimination>.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Paul Brackett

 107 E Madison Street

 Tallahassee, FL 32399

850-921-3276

Paul.Brackett@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Andrew Bennett

128 Authority Lane

Sebring, FL 33870

863-314-1319

andrew@sebring-airport.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor’s performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient’s reports the contractor’s progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Three Million, Forty-Four Thousand, Six Hundred Thirty Dollars and Zero Cents (\$3,044,630.00)***, subject to the availability of funds. The State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (“NFA”) through Commerce’s financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient.

- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the “The Disaster Relief Supplemental Appropriations Act, 2025” for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of “Department of Commerce” and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings

- of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention

to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

- public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
 - (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
 - (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
 - (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
 - (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
 - (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

(31) Waste, Fraud, Abuse, and Whistleblower Protections.

- (a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/hotline/report-fraud> (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All

other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

- (b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

SEBRING AIRPORT AUTHORITY

FLORIDA DEPARTMENT OF
COMMERCE

By 
Signature
Mike Willingham

By _____
Signature
J. Alex Kelly

Title Executive Director

Title Secretary

Date February 19, 2026

Date _____

Federal Tax ID # 59-1173009

UEI # H4AN4E4BN124

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive \$925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

Sebring Airport Authority has been awarded \$3,044,630.00 of CDBG-DR funding for the Airfield Stormwater Improvements Project to improve drainage deficiencies within the Sebring Regional Airport airfield and reduce flooding, protect runways and taxiways, and maintain safe aviation operations during and after severe storm events.

Years of coastal storm events and severe precipitation have rendered the existing stormwater management system ineffective, resulting in persistent ponding, erosion, sinkholes, and water overtopping airfield surfaces, including runways, taxiways, and the aviation apron. Recent storm events occurring within the

past 18 months have exacerbated these conditions, placing the airfield at increased risk of operational disruptions and safety hazards during takeoff, landing, and taxi operations.

The project includes construction activities that will permanently improve stormwater conveyance and reduce future flood risk within the airfield, including demolition and replacement of deteriorated drainage structures, desilting and rehabilitation of existing stormwater pipes, installation of new large-diameter polypropylene culverts, construction of upgraded inlets and manholes, and implementation of erosion control and site restoration measures. These improvements will enhance drainage capacity, reduce flood-related damage, and increase the long-term resilience of the airport to future storm events.

This project will restore safe operating conditions for runways, taxiways, and the aviation apron, reduce the risk of future storm-related damage, and ensure continued functionality of the Sebring Regional Airport, including:

The upstream portion of the stormwater system was partially funded through the Economic Development Administration (EDA); however, funding constraints required scope reductions that excluded this project area. No other federal, state, or local funding sources are currently available to complete the remaining airfield stormwater improvements.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

- 1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
- 2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
- 3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.

- 1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
- 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
- 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
- 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
- J. Submit final invoice to Commerce within 45 days of the completion of the project.
- K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Contract Administration

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Developed, adopted, and submitted required policies listed in this agreement.
- 3) Prepared procurement documents.
- 4) Prepared list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepared and submitted public notices for publications.
- 6) Maintained financial records related to project activities.
- 7) Conducted a Fair Housing activity.
- 8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Maintained project files.
- 10) Attended meetings and provided progress reports on project activities.
- 11) Prepared documentation for and/or participated in monitoring and/or site visits conducted by Commerce.
- 12) Prepared and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.

- 14) Prepared and submitted Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Responded to citizens' complaints.
- 16) Prepared and submitted agreement modification document for Commerce review and approval.
- 17) Prepared and submitted responses to monitoring findings and concerns to Commerce or HUD.
- 18) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. Deliverable No. 2 – Construction, Engineering and Inspection Services

Tasks that are eligible for reimbursement are as follows:

- 1) Repackage design plans and bid documentation for publication.
- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct onsite inspections and resolve design concerns during project.
- 4) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act, Section 3.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Mobilization, site preparation, and establishment of construction access within the active airfield environment, including aircraft and vehicle traffic control, coordination with airport operations, and implementation of erosion and sediment control measures;
- 2) Clearing and grubbing within the project area, including removal of vegetation, debris, and obstructions necessary to access existing stormwater infrastructure and airfield drainage features;
- 3) Demolition and removal of deteriorated or failed stormwater structures, including damaged inlets, manholes, culverts, and associated appurtenances;
- 4) Desilting, cleaning, and rehabilitation of existing stormwater pipes and drainage conveyances to restore hydraulic capacity and improve system performance;
- 5) Installation of new large-diameter round polypropylene culverts to improve stormwater conveyance and reduce ponding within the airfield;
- 6) Construction and replacement of stormwater inlets and manholes, including bottom inlets and associated structures, to improve drainage collection and system reliability;
- 7) Installation of erosion control measures, including sediment barriers, floating turbidity barriers, and inlet protection systems, to prevent sediment migration and protect downstream resources during construction;
- 8) Backfilling, compaction, grading, and stabilization of disturbed areas to restore airfield surfaces and support long-term drainage performance;
- 9) Restoration of impacted areas, including placement of performance turf, sod, and vegetation, to stabilize soils and reduce erosion following construction activities;
- 10) Coordination and maintenance of aircraft and vehicle traffic control measures throughout construction to ensure continued safe airport operations;

- 11) Performance of final inspections, testing, and resolution of punch-list items to confirm compliance with approved plans, specifications, and aviation safety requirements;
- 12) Completion of construction closeout activities, including submission of as-built drawings, certifications, and documentation required for FloridaCommerce grant closeout; and
- 13) Purchase of materials and equipment necessary to complete all construction activities listed.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

| Deliverable No. 1 – Contract Administration | | |
|--|---|--|
| Tasks | Minimum Level of Service | Financial Consequences |
| Subrecipient shall provide project implementation activities as identified in Section 4.A of this Scope of Work. | Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.,, |
| Deliverable No. 1 Cost: \$44,960.00 | | |
| Deliverable No. 2 – Construction, Engineering and Inspection Services | | |
| Tasks | Minimum Level of Service | Financial Consequences |
| Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work | Subrecipient may request reimbursement upon completion at twenty five percent (25%) design, fifty percent (50%) design, seventy five percent (75%) design, ninety percent (90%) design, and one hundred percent (100%) design in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: <ul style="list-style-type: none"> 1) Repackage design plans and bid documentation for publication. 2) Conduct onsite inspections and resolve design concerns during project. 3) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |

| | | |
|--|--|--|
| | Copeland “Anti-Kickback” Act, Section 3. Invoice package in accordance with Section 7 of this Scope of Work. | |
| Deliverable No. 2 Cost: \$352,130.00 | | |
| Deliverable No. 3 - Construction | | |
| Tasks | Minimum Level of Service | Financial Consequences |
| Subrecipient shall complete task as detailed in Section 4.C.1-12 of this Scope of Work | Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-12 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |
| Subrecipient shall complete task as detailed in Section 4.C.13 of this Scope of Work | Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.13 of this Scope of Work, evidenced by submittal of the following documentation: 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |
| Deliverable No. 3 Cost: \$2,647,540.00 | | |
| TOTAL PROJECT COST NOT TO EXCEED \$3,044,630.00 | | |

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from

Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable tasks have been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A copy of all supporting documentation for vendor and subcontractor payments.
 - 4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

| Activity | | Budget | | | |
|-------------------------------------|-------------|----------------|-------------|---------|-------------|
| Activity | Description | CDBG-DR Amount | Other Funds | Source* | Total Funds |
| 1. Project Implementation | | | | | |
| | | | | | |
| 2. Engineering Services | | | | | |
| | | | | | |
| 3. Construction | | | | | |
| | | | | | |
| 4. Acquisition if applicable | | | | | |
| | | | | | |
| TOTALS | | | | | |

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

| Source of Other Funds | Amount |
|-----------------------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

| Activity Start Date (month/year) | Activity End Date (month/year) | Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work. | Estimated Leveraged Funds to be Expended per “Activity End Date” | Estimated Funds to be Requested per “Activity End Date” |
|-------------------------------------|-----------------------------------|--|--|---|
| | | EXAMPLE: Deliverable 1 – Project Implementation | | |
| | | EXAMPLE: Deliverable 2 – Engineering - Create a full design package | | |
| | | EXAMPLE: Deliverable 3 – Construction | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
 - b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
 - c. Draft Contract(s)/Agreement(s).
 - d. Executed Contract(s)/Agreement(s).

Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
 - a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.
9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. **Reporting.** If the subrecipient’s reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee’s procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee’s procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee’s procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

- A The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Sebring Airport Authority shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the **Scope of Work, Project Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from Subrecipient’s resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

| | | |
|--|----|--|
| Electronic copies (preferred): Audit@Commerce.fl.gov | or | Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126 |
|--|----|--|

- b. The Auditor General’s Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

- Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

| | |
|---|--|
| Federal Awarding Agency: | U.S. Department of Housing and Urban Development |
| Federal Funds Obligated to Subrecipient: | \$3,044,630.00 |
| Assistance Listing Number Title: | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii |
| Assistance Listing Number: | 14.228 |
| Project Description: | Funding is provided for Sebring Airport Authority's Airfield Airport Stormwater Improvements Project to rehabilitate critical airfield stormwater infrastructure at Sebring Regional Airport and address persistent flooding, reduce safety hazards, and increase resilience to future storm events. |

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

| | | | | | | | | | |
|--|------------------------------------|--|--|--|------|--|--|---|------------------------------------|
| <i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.</i> | | | | | | | | | |
| Subrecipient: Sebring Airport Authority | | | | | | | | | |
| FEIN: | Subrecipient’s Fiscal Year: | | | | | | | | |
| Contact Name: | Contact’s Phone: | | | | | | | | |
| Contact’s Email: | | | | | | | | | |
| <p>1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2. Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</p> | | | | | | | | | |
| <p>2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification: Did Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.</p> | | | | | | | | | |
| By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct. | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 50%;"></td> <td style="border-top: 1px solid black; width: 50%;"></td> </tr> <tr> <td style="padding-top: 5px;">Signature of Authorized Representative</td> <td style="padding-top: 5px;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; width: 50%;"></td> <td style="border-top: 1px solid black; width: 50%;"></td> </tr> <tr> <td style="padding-top: 5px;">Printed Name of Authorized Representative</td> <td style="padding-top: 5px;">Title of Authorized Representative</td> </tr> </table> | | | | Signature of Authorized Representative | Date | | | Printed Name of Authorized Representative | Title of Authorized Representative |
| | | | | | | | | | |
| Signature of Authorized Representative | Date | | | | | | | | |
| | | | | | | | | | |
| Printed Name of Authorized Representative | Title of Authorized Representative | | | | | | | | |

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered by and between **Sebring Airport Authority** (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Commerce (hereinafter referred to as “Commerce”).

In consideration of Subrecipient’s receipt of funds or the commitment by Commerce to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Commerce Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

SEBRING AIRPORT AUTHORITY

**FLORIDA DEPARTMENT OF
COMMERCE**

By



Signature
Mike Willingham

By

Signature
J. Alex Kelly

Title

Executive Director

Title

Secretary

Date

February 19, 2026

Date

Airport Executive BRIEF



Porsche Penske Motorsport won the Rolex 24 at Daytona for the third straight year, with car number 7 taking the overall victory.

CONTENTS

News & Noteworthy

- EAA Heartland Chapter 1240 Annual Banquet
- International Industry Engagement
- GIAD Feb. 21

Team Initiatives & Outreach

- Sebring Attends Vertical Aerospace VALO Event
- Sebring hosts Central Florida Regional Planning Council





Sebring Regional Airport recently welcomed company ownership from DUC Hélices Propellers during their visit to the United States.

The meeting included introductory discussions and a tour of airport facilities, reflecting continued engagement with international

aviation manufacturers and Sebring’s strategic positioning within the aviation sector.

EAA Heartland Chapter 1240 Annual Banquet Hosted at Sebring Regional Airport

Sebring Regional Airport was pleased to support the EAA Heartland Chapter 1240 Annual Banquet at the Sebring Airport Jet

Center, bringing together aviation enthusiasts, students, families, and community leaders in support of youth aviation education.

The event featured guest speaker Jimmy Webb, Jimmy’s World who shared insights and inspiration highlighting the importance

of mentorship and education in developing the next generation of aviators.

The banquet underscored the strong partnership between Sebring Regional Airport and EAA Heartland Chapter 1240, whose ongoing commitment to youth aviation programs closely aligns with the Airport’s mission to support aviation education and workforce development. Sebring Airport Board Member Pete McDevitt shared:

We are thrilled to share in Heartland Chapter 1240’s celebration at Sebring Airport. This chapter excels in many things — especially their support of youth education programs.”



Inspire the Next Generation of Aviators— February 21 at Sebring.

Girls in Aviation Day returns to Sebring Regional Airport on Saturday, February 21, inviting girls and young women to explore the exciting world of aviation through hands-on activities, aircraft experiences, and interaction with aviation professionals.

This annual event is designed to spark curiosity, build confidence, and introduce participants to the many career paths available in aviation — from pilots and engineers to air traffic control and airport operations.

Families, educators, and community members are encouraged to help spread the word.

WHEN: February 21, 2026

TIME: 9:00 a.m.–12:00 p.m.

WHERE: Sebring Airport, EAA Hangar
128 Authority Lane | Sebring, FL



Students: sign up here.

Sebring Jet Center Expands Marketing for Private Hangar Campus at Sebring Regional Airport

Florida-based real estate developer Sebring Resorts has publicly announced plans to construct a private aircraft hangar complex at Sebring Regional Airport (KSEF) as part of a broader \$200 million development initiative tied to the Sebring International Raceway and surrounding properties.

The proposed project, referred to as Sebring Jet Center, would consist of up to 14 private hangars offered under long-term lease arrangements. Two hangar sizes are planned — approximately 4,900 square feet and 8,100 square feet, with the larger configuration capable of accommodating midsize business jets. The hurricane-rated structures are anticipated to include fire suppression systems, parking accommodations, and build-ready office and restroom space.

According to published reports,

pre-construction sales have begun, and the developer has indicated an intent to break ground later this year, pending final approvals and coordination. The facility is proposed to be located adjacent to the existing FBO, Sebring Flight Center, which would provide

fueling and ground handling services.

The announcement reflects continued private-sector interest in aviation-related investment at Sebring Regional Airport.



Sebring Airport Authority Participates in Vertical Aerospace VALO Event in NYC



Sebring Airport Authority Deputy Director Andrew Bennett recently attended an advanced air mobility event in New York City hosted by Vertical Aerospace, showcasing the company's newly unveiled

VALO eVTOL aircraft. The gathering brought together aviation industry leaders and public-sector partners to discuss safety, innovation, and the evolving regulatory landscape for electric vertical takeoff and

landing (eVTOL) vehicles. Mr. Bennett highlighted the importance of responsible integration and collaboration, emphasizing Sebring's commitment to staying at the forefront of aviation innovation.

Upcoming Event: National Medal of Honor Day Ceremony – March 25

The Florida Medal of Honor Memorial, Inc. will host a public National Medal of Honor Day Ceremony at 11:00 AM on Wednesday, March 25, 2026, in downtown Sebring.

Veterans, families, and community members are warmly invited to attend this important annual observance, which honors the brave men and women who have received the Medal of Honor — our nation's highest military award for valor in action.

The ceremony will include:

- Presentation of the colors
- National anthem
- Roll call of Medal of Honor recipients
- Reflections on service and sacrifice
- Memorial sculpture dedication
- Sounding of Taps

We are proud to support this meaningful tribute in the heart of our community.





Sebring Airport Authority Hosted Central Florida Regional Planning Council— February 11

On Wednesday, February 11, Sebring Regional Airport hosted the Central Florida Regional Planning Council (CFRPC) Board Meeting at the airport's facilities in Sebring. The meeting provided an opportunity for regional leaders and representatives to collaborate on issues and initiatives that affect multiple jurisdictions across Central Florida.

During the meeting, Sebring Regional Airport Deputy Director Andrew Bennett provided a presentation to the Council outlining the Airport's history, ongoing development, operational activities, and future initiatives designed to support continued growth, enhance regional connectivity, and

advance long-range planning efforts for the airport and surrounding community.

“Regional collaboration is essential to long-term success,” said Deputy Director Bennett. “Sebring Regional Airport plays a critical role in connecting communities, supporting economic growth, and ensuring our infrastructure keeps pace with opportunity.”

About the CFRPC

The CFRPC serves as a regional forum that helps local governments work together on challenges and opportunities that cross city and county boundaries. The Council supports coordination and technical planning in areas such as economic development, transportation and mobility, emergency preparedness, intergovernmental coordination, and grant/program development across its service area.

AIRPORT UPDATES

Webster Turn Reconstruction

Substantial Completion is scheduled for March 16.

Taxiway Delta Construction

Concrete demolition has been completed. Drainage and grading work have commenced. The project is currently approximately 10% complete.

Fuel Farm Expansion

Fuel Farm Expansion has begun, tanks will be delivered and installed the week of March 2. Project should be complete by end of month.

Taxiway Alpha Design Rehabilitation (construction)

QC review of design work to-date is complete. 100% design specs and drawings will be completed by February 25.

**Girls In Aviation Day:
Sebring Airport
February 21**

**SAA/CRA Board Meeting
March 12**

**SAA/CRA Board Meeting
April 16**

**Sun N' Fun
April 14-19**

**SAA/CRA Board Meeting
May 21**

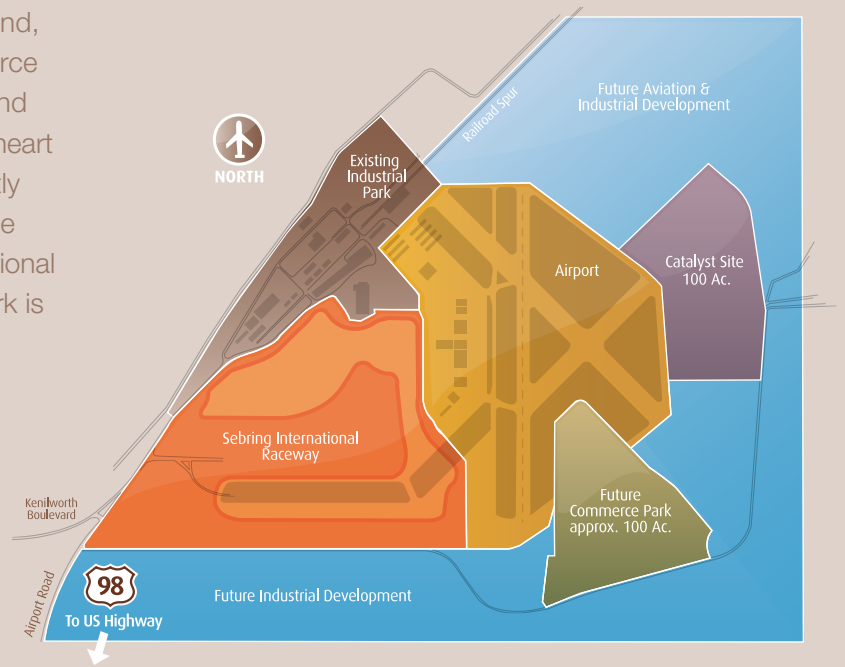
**SAA/CRA Board Meeting
June 18**

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