

## SUB-LEASE AGREEMENT

This Sub-Lease ("Lease") is made and entered into as of the 13th day of November 2022, by and between United States of America by and through The Internal Revenue Service-CI and its agent, CWS Marketing Group, ("Lessor"), having an address of 7998 Donegan Drive, Manassas VA and Rennia Aviation LLC, a Florida limited liability company ("Lessee"), having an address of 1551 NE 161st Place, Citra, Florida 32113.

For and in consideration of the mutual covenants herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, those certain premises which are located within the Gainesville Regional Airport at 4050 NE 45th Avenue and 4440 NE 41<sup>st</sup> Terrace, Gainesville, Florida 32609 ("Premises"), consisting of sufficient space to store multiple aircraft, together with non-exclusive use of the offices located therein, and non-exclusive use of all tools located in said Premises.

**1. TERM.** The term of this Lease shall be month to month, commencing as of 13th day of November 2022 ("Term"). Lessee's obligation for the payment of rent shall commence as of 13th day of November 2022 ("Commencement Date") and executed on 15th day of March 2024. Either party may terminate this Lease by providing not less than thirty (30) days' written notice of termination.

**2. RENT/TAXES.** A. Lessee agrees to pay Lessor rent monthly, as set forth below, commencing on the date of occupancy, plus applicable sales tax, due on the first (1st) day of each month of said Term ("Rent" or "Monthly Rent"). Rent or any other charges due Lessor hereunder shall be deemed past due as of the fifth (5th) day of the month, and any other charges shall be deemed past due on the tenth (10th) day following receipt of written invoice for same. All past due sums shall be subject to a late charge and shall bear interest at the maximum rate permitted at law.

B. Rent shall be paid monthly at a rate of the greater the monthly rate collected by Lessee per their aircraft management agreement (Lessor will be provided a copy of each aircraft's management agreement by Lessee) or **Eleven Thousand Five Hundred and NO/100 (\$11,500.00)** per month plus all applicable sales and use tax now or hereinafter enacted. Rent for each year thereafter shall be increased by the greater of three (3%) percent or the increase in the consumer price index for the preceding year (CPI-W promulgated by the United States Department of labor or other equivalent measurement in the inflation rate reported by the United States Government).

C. In addition, Lessee shall pay one-half of the utility bills incurred by Lessor for the Premises, due and payable upon presentation of each month's utility bills, to be reviewed quarterly based on use by the parties hereto and adjusted accordingly should one party use excessive service.

D. Lessee shall also assist Lessor in maintaining its Part 135 commercial operating certificate by serving, at no cost to Lessor, as Chief pilot, Director of Operations and Director of Maintenance for Lessor.

3. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor an amount equal to -0- Thousand -0- Hundred and NO/100 (-0-) Dollars (the "Security Deposit"). This sum shall be retained by Lessor as security for the payment by Lessee of the Rent and other sums payable by Lessee under this Lease and for the faithful performance by Lessee of all the other terms, covenants and conditions of this Lease. Lessor, at Lessor's option and upon prior written notice to Lessee, may, at any time, apply the Security Deposit or any part thereof toward the payment of the Rent and/or toward the performance of Lessee's obligations under this Lease. The Security Deposit shall not constitute liquidated damages. Lessor shall return the unused portion of the Security Deposit, if any, to Lessee within thirty (30) days after the expiration of the Term if Lessee is not in breach of this Lease. If the Security Deposit is insufficient to cover Lessor's actual damages, Lessee shall pay on demand to Lessor an amount sufficient to fully compensate Lessor for Lessee's breach. Lessor may (but is not obligated to) exhaust any or all rights and remedies against Lessee before resorting to the Security Deposit. Lessor shall not be required to pay Lessee any interest on the Security Deposit nor hold same in a separate account. If Lessor sells the Building, Lessor shall deliver the Security Deposit, if applicable or the unapplied portion thereof to the new owner. Lessee agrees that if Lessor turns over the Security Deposit or the unapplied portion thereof to the new owner, Lessee shall look to the new owner only and not to Lessor for its return upon expiration of the Term. If Lessee assigns this Lease, the Security Deposit shall remain with Lessor for the benefit of the new tenant and shall be returned to such tenant upon the same conditions as would have entitled Lessee to its return. No mortgagee of the Building will be liable for the return of any portion of the Security Deposit, except to the extent actually received by such mortgagee.

4. **LATE CHARGES.** If Lessee shall pay Monthly Rent after the fifth (.5th) day of the calendar month for which said payment is due, Lessee shall, in addition, pay a late charge equal to five percent (5%) of the amount not timely paid in order to defray Lessor's additional processing costs. If Lessee shall pay Monthly Rent with a check or bank draft which is returned unpaid or uncollected, Lessee shall pay to Lessor, in addition to the total amount due and to any late charge, a Twenty-Five Dollar (\$25.00) processing fee for each such check or bank draft. In addition, Lessee shall reimburse Lessor upon demand for all reasonable costs incurred by Lessor in the enforcement of any of the provisions of this Lease and/or the collection of any sums due to Lessor under this Lease including, without limitation, collection agency fees and attorneys' fees through all appellate actions and proceedings, if any. Without affecting or limiting the default provisions hereof, Lessee shall pay Lessor interest at the highest non-usurious rate permitted by applicable law, from the due date until paid, on any rent due under this Lease that remains unpaid five (5) days after its due date and if any past due rent is reduced to judgment, the Lessee agrees that the judgment shall continue to bear interest at the maximum rate permitted at law.

5. **HOLDING OVER.** If Lessee retains possession of the Premises, or any part thereof, beyond the end of the Term, Lessee shall pay to Lessor an amount equal to double the Monthly Rent for the time Lessee thus remains in possession. In addition thereto, Lessee shall pay Lessor for all damages, consequential as well as direct, sustained by reason of Lessee's retention of possession. If Lessee remains in possession of the Premises, or any part thereof, after the end of the Term, such holding over, at the election of Lessor, shall constitute a renewal of this Lease for another Term at double the Rent for the last calendar year of the Term. The provisions of this Paragraph shall not limit or in any way impair or waive Lessor's right to possession, right of re-entry or any other right or remedy

given hereunder or pursuant to State or federal law.

6. **LIENS.** A. Lessee hereby pledges and conveys to Lessor a security interest ("Lessor's Lien") in all of Lessee's furniture, furnishings, goods, chattels and fixtures of every nature, kind and description whatsoever situated upon the Premises as collateral security for the full and prompt payment of Monthly Rent as and when due and the full and faithful performance of Lessee's covenants herein contained. Lessee also agrees that this Lessor's Lien may be enforced by distress sale, foreclosure, or by any other method, and that any and all costs incurred by Lessor by enforcement of this Lessor's Lien shall be payable to Lessor by Lessee.

B. Lessee shall, within ten (10) days after notice from Lessor, discharge or bond off and indemnify Lessor, to Lessor's sole satisfaction, against any construction liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf. Lessee shall notify Lessor in writing within twenty-four (24) hours after it has learned that such a lien has been filed or may be filed.

C. Notwithstanding anything contained herein to the contrary, the interest of Lessor in the Building, the Land upon which it is situate, the Common Areas or any portion of any of the foregoing including, but not limited to, the Premises or any portion thereof (all of the foregoing being hereinafter sometimes referred to as the "Subject Real Property"), shall not be subject to liens for improvements made by or for Lessee or Lessee's permitted successors, assigns and/or sublessees, whether or not the same shall be made or done in accordance with any agreement between Lessor and Lessee or Lessee's permitted successors, assigns and/or sublessees or for any other reason, and it is specifically understood and agreed that in no event shall Lessor or the interest of Lessor in the Subject Real Property or any portion thereof including, but not limited to, the Premises or any portion thereof, be liable for or subject to any Construction, materialmen's or laborer's lien or liens for improvements or work made by or for Lessee or Lessee's permitted successors, assigns and/or sublessees; and this Lease specifically prohibits the subjecting of Lessor's interest in the Subject Real Property or any portion thereof including, but not limited to, the Premises or any portion thereof, to any construction, materialmen's or laborer's lien or liens for improvements made by Lessee or Lessee's permitted successors, assigns and/or sublessees or for which Lessee or Lessee's permitted successors, assigns and/or sublessees is responsible for payment under the terms of this Lease. All persons dealing with Lessee or Lessee's permitted successors, assigns and/or sublessees are hereby placed upon notice of this provision. All memoranda and short forms of this Lease which shall be recorded among any Public Records shall contain the provisions set forth above in this paragraph; provided, however, nothing contained in this sentence shall permit or authorize the recording of any memorandum or short form of this Lease.

7. **MAINTENANCE AND REPAIR.** Lessee shall at all times, and at Lessee's expense, maintain the Premises in a clean, orderly, tenantable and sanitary condition, including the maintenance of a pest, termite and organism extermination service for the Premises, janitorial service and an HVAC maintenance program. Lessee shall return the Premises at the end of the Term in good order and repair, and shall be obligated to keep repaired and maintained during the Term (i) any glass windows, doors and door hardware, (ii) interior walls, floor coverings, columns and partitions, (iii) fixtures, (iv) heating, ventilating and air conditioning appliances, (v) plumbing, electrical and sewage facilities, and (vi) any and all other appurtenances of the Premises, including the Building's roof, walls and foundation of the Premises. At the end of the Term, Lessee shall pay Lessor for damages to any of the foregoing, whether or not such damages were caused by the act or neglect of Lessee or

any person invited or employed by, or under the control of, Lessee. Lessor shall not be responsible to make any improvements or repairs to the Premises. Lessee shall be responsible to make any such repairs made necessary by any act or neglect of Lessee or any person invited or employed by, or under the control of Lessee.

8. **ACCESS TO PREMISES.** Lessee shall permit Lessor, and Lessor's agents and independent contractors, during customary business hours or at any time which Lessor reasonably deems an emergency situation, to enter the Premises for (i) the purpose of making inspections and repairs, (ii) removing fixtures, alterations, additions, signs or placards not in conformity with those rules and regulations prescribed by Lessor from time to time, or (iii) exhibiting the Premises for lease, appraisal, sale or mortgage, which right of Lessor shall include, within ninety (90) days prior to the end of the Term, the posting of any sign to such effect. If Lessor makes repairs or causes repairs to be made to the Premises, Lessee shall immediately pay to Lessor the costs of same after notice from Lessor.

9. **ALTERATIONS AND IMPROVEMENTS TO PREMISES.** Lessor shall have the absolute right to make changes in and about the Building, including, without limitation, employing electrical submetering or direct metering for the Premises, and build additions to or otherwise alter the Building, without liability to Lessee, provided such alterations do not materially adversely affect Lessee's use, enjoyment and occupation of the Premises. Lessee shall not make any alterations or additions to the Premises, or install any high voltage or amperage electrical equipment or plumbing apparatus in the Premises, without the written consent of Lessor, and all additions, fixtures or improvements which may be made by Lessee shall become the property of Lessor, remain upon the Premises and be surrendered with the Premises at the end of the Term. If Lessee shall require special electrical, plumbing, maintenance or other special services or equipment during the Term, and Lessor consents thereto, Lessee agrees to pay for all installation costs and all expenses incurred in connection with Lessee's use of such special services and equipment.

10. **ASSIGNMENT AND SUBLETTING.** A. Lessee shall not transfer or assign this Lease or any right under it nor sublet the Premises or any part of the Premises, nor convey, mortgage, pledge, encumber or otherwise grant any interest, privilege or license whatsoever in connection with this Lease or the Premises, except with the prior written consent of Lessor, which consent will not be unreasonably withheld. Consent by Lessor to one or more assignments, sublettings or encumbrances shall not operate as a consent to any subsequent assignment, subletting or encumbrance, each of which shall require Lessor's separate consent. Any and all costs incurred in connection with the permitted assignment or subletting of this Lease or the permitted grant of any encumbrance or other interest in connection with this Lease or the Premises shall be paid by the Lessee, which sums shall be added to and become a part of the Rent.

B. In the event of a permitted assignment of this Lease, or subletting of the Premises, Lessee shall remain fully liable and shall not be released from Lessee's obligations hereunder should any assignee or sublessee fail to fully and faithfully perform each and every of Lessee's covenants herein contained, including without limitation, the payment of Monthly Rent as and when due.

11. **CONDITION OF PREMISES.** Lessee shall accept the Premises "AS-IS", in the condition the Premises are in at the commencement of the Term. Lessee acknowledges that Lessee has inspected and knows the condition of the Premises and acknowledges to Lessor that the Premises are in good

order and repair as of the date the Term commences. Lessee shall provide Lessor at the commencement of the Lease Term written acknowledgement of Lessee's inspection of the Premises and acceptance of same in "AS-IS" condition.

12. **RULES AND REGULATIONS.** A. Lessee shall abide by and comply with all rules and regulations now or hereinafter prescribed by Lessor for the Building and the Premises, and shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether federal, state or municipal, having jurisdiction over the Building or the Premises. Lessee shall neither permit nor commit any immoral or unlawful practice or act in or upon the Building or the Premises. Lessee shall not permit any noxious, foul or disturbing odors to emanate from the Premises nor use loudspeakers, phonographs or radio broadcasts in a manner so as to be heard outside of the Premises.

B. Lessee shall also comply with any and all rules and regulations promulgated by the Gainesville-Alachua County Regional Airport Authority.

13. **USE.** A. Lessee shall not suffer or permit the Premises or any part thereof to be used in any other manner, or suffer or permit anything to be done or brought into or kept in the Premises, which would in any way: (a) violate any law or requirement of public authorities; (b) cause injury to the Building or any part thereof; (c) interfere with the normal operations of air conditioning, ventilating, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein; (d) constitute a public or private nuisance; (e) use or permit the use of the Premises for public assembly, or for any illegal or immoral purpose; or (f) alter the appearance of the exterior of the Building or any portion of the interior other than the Premises pursuant to the provisions of this Lease.

**B. Indemnification:** Lessee shall indemnify and hold Lessor harmless from all claims, damages and losses resulting from any acts or omissions or as a result of neglect or fault of Lessee, its agents, servants, employees, licensees, customers or invitees including, but not limited to, attorneys' fees through all trial, bankruptcy and appellate levels and post judgment proceeding and whether or not suit or any other proceeding is instituted. Lessee specifically acknowledges that after hours and/or weekend access is at Lessee and Lessee's employees own risk.

**C. Signage:** Lessee shall not be permitted to install or place anywhere on the Premises or on any portion of the Gainesville Regional Airport signage indicating the location of the Lessee or its lease with lessor for the Premises.

14. **INDEMNITY AND INSURANCE.** A. Lessee agrees to indemnify, defend and save and hold Lessor, and Lessor's agents, managing agent, independent contractors, successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorneys' fees and court costs through trial and on appeal) arising from or in any way connected with any acts, omissions, neglect or fault of Lessee, or any of Lessee's agents, invitees, licensees, representatives, successors or assigns, including but not limited to, any Default (hereinafter defined), or any death, personal injury or property damage occurring in, on or about the Premises or the Building.

B. Lessee shall during the Term, at Lessee's cost and expense, keep in full force and effect a policy of

public liability insurance, including workmen's compensation coverage, and property damage insurance, with respect to all matters which arise in connection with Lessee's operation of the Premises. The limits of public liability coverage shall not be less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and the property damage liability shall not be less than \$2,500,000.00. The insurance policy or policies shall name Lessor, Lessor's managing agent and Lessee as insureds, and shall contain a clause that the insurer will not cancel or change insurance coverage without first giving Lessor twenty (20) days' prior written notice of same. The insurance shall be underwritten by a company or companies approved by Lessor, and a copy of the policy or policies and of the certificate(s) of such insurance and all endorsements thereto or replacements thereof, shall be delivered to Lessor immediately upon their issue. The policy shall list the Gainesville-Alachua County Regional Airport Authority and the City of Gainesville as additionally insured.

C. Lessee shall comply, at Lessee's cost and expense, with any and all requirements of the Southern Underwriters' Board and of any federal, State, and municipal government applicable to the Premises for the correction, prevention and abatement of nuisances, unsafe or hazardous conditions, or other grievances arising from Lessee's occupancy of the Premises. Lessee shall also comply in a timely manner with all occupational, professional and licensing requirements applicable to Lessee's use of the Premises. Lessee shall promptly comply with any and all fire, emergency and evacuation procedures ordered by safety and regulatory officials having jurisdiction over the Building or the Premises.

D. Lessee shall comply with any and all requests made by Lessor's fire or liability insurers with respect to the Building or the Premises, or both, at Lessee's cost and expense. Lessee agrees to pay any increase(s) in Lessor's fire and/or liability insurance premiums over and above the rate in effect immediately prior to the date the Term commences caused by Lessee's use or occupancy of the Premises.

E. Lessee shall not do or suffer anything to be done on or about the Premises that will or may increase the rate of insurance on the Building or the Common Areas. If, by reason of the failure of Lessee to comply with the terms of this Lease, or by reason of Lessee's occupancy (even though permitted or contemplated by this Lease), the insurance rate shall at anytime be higher, or notice is given that it shall be higher, than it would otherwise be for comparable commercial office space in the area of the Building, Lessor, in its sole discretion, may require Lessee to reimburse Lessor the part of all insurance premiums charged because of such violation or occupancy by Lessee, or Lessor may require Lessee to cease any such use which causes such higher premium. Any such reimbursement shall be additional Rent hereunder.

F. In any event of loss or damage to the Building, the Premises, the Common Areas and or any contents, each Party hereto shall look first to any insurance in its favor before making any claim against the other Party. To the extent possible without additional cost, each Party shall obtain for each policy of such insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of such insurance, and each Party, to such extent permitted, for itself and its insurers waives all such insured claims against the other Party.

15. **DIRECT CHARGES.** Lessee shall pay any and all such direct charges for illumination, trash removal, garbage collection, telephone, electricity, gas, water, sewage disposal and other utilities used on the Premises directly to the providers of same promptly as and when due, including but not

limited to, any and all required fees and deposits for service. Failure to timely pay same shall constitute a default hereunder.

16. **DAMAGE TO PREMISES.** If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenable, Lessor shall have the right to render the Premises tenantable by repairs made within one hundred eighty (180) days from the date of payment to Lessor of applicable insurance proceeds. If the Premises are not rendered tenantable within such time, it shall be the option of either Lessor or Lessee to terminate this Lease. If either Lessor or Lessee shall exercise its option to terminate this Lease pursuant to this Paragraph, Lessee's obligation to pay both Monthly Rent shall cease at the time of said termination. If only a part of the Premises shall be destroyed, Monthly Rent only shall be apportioned for the remaining tenantable area as determined by Lessor, in Lessor's sole discretion. Notwithstanding the foregoing, if the damage results from the fault of Lessee, or Lessee's agents, employees, visitors, licensees or invitees, Lessee shall not be entitled to any abatement or reduction of rent.

Although nothing contained in this Lease shall ever be construed as obligating Lessor to pay the premiums for any such insurance which Lessee is obligated to carry under this Lease, if, at any time during the continuance of this Lease, Lessee fails to deliver such policies and the evidence of payment of the premiums for such policies, Lessor may, at Lessor's option, procure the said insurance and Lessee will owe Lessor reimbursement therefore immediately as additional Rent, but such facts will never be construed as constituting a waiver by Lessor of the default hereunder committed by Lessee.

17. **PERSONAL PROPERTY.** All of Lessee's personal property placed upon, or moved into the Premises shall be at the sole risk of Lessee, and Lessor shall not be liable (i) for any damage to any such personal property, or to Lessee or any third party, arising from the bursting or leaking of water pipes or from any other act whether by Lessor or by a third person, or (ii) for the negligence of any other person whomsoever, including without limitation, Lessor and Lessor's agents, independent contractors, representatives, successors and assigns.

18. **CONDEMNATION.** If all or any portion of the Premises shall be taken, except temporarily, by any condemnation or eminent domain proceedings, this Lease shall terminate on the effective date of the final judicial order of taking. Lessor shall be entitled to all awards for such taking, except that Lessee shall be entitled to make a separate claim at the expense of Lessee against the condemning authority for moving expenses and for damages to permitted fixtures installed in the Premises; provided, however, that any award made to Lessee shall be in addition to, and shall not reduce, any award which Lessor may claim in connection with such taking, and further provided that in no event shall Lessee have any claim for the value of any remaining portion of the Term. If only a part of the Premises shall be condemned, Monthly Rent only shall be apportioned for the remaining tenantable area as determined by Lessor, in Lessor's sole discretion.

19. **QUIET ENJOYMENT.** Upon payment by Lessee of the Monthly Rent as and when due, and upon the faithful observance and performance of all of Lessee's covenants herein contained, Lessee shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Lessor, or by any other person or persons lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to all of the provisions and conditions of this Lease.

20. **CONVEYANCES AND ENCUMBRANCES.** Lessor shall have the unrestricted right to convey, transfer, mortgage or otherwise encumber the Premises. This Lease is and at all times shall be automatically by its terms subject and subordinate to all present and future mortgages to which Lessor is a party and which in any way affect the Premises or any interest therein, and to all recastings, renewals, modifications, consolidations, replacements or extensions of any such mortgage(s). Lessee agrees, within seven (7) days of any such request, to execute any and all documents or instruments requested by Lessor or by any mortgagee(s) to evidence the said subordinate condition of this Lease, as the same may have been amended, to any such financing, and to certify, when requested by Lessor or by any mortgagee(s), that this Lease is in full force and effect. This statement, commonly referred to as an "estoppel certificate", shall be for the benefit of Lessor, and any purchaser or mortgagee of Lessor.

21. **OWNERSHIP BY MORTGAGEE; LESSEE'S ATTORNMENT.** A. If any mortgagee comes into possession or ownership of the Premises or of the Building, or acquires Lessor's interest by foreclosure of a mortgage or otherwise, Lessee will attorn to such mortgagee. Lessee will not be entitled to a credit for Monthly Rent paid in advance in such event.

B. If any mortgagee(s) shall request reasonable modifications to this Lease as a condition to disbursing any monies to be secured by a mortgage encumbering the Premises, Lessee agrees that, within seven (7) days after such a request from Lessor, Lessee shall execute and deliver to Lessor an agreement, in form and substance satisfactory to Lessor and to said mortgagee(s), evidencing such modifications; provided, however, that such modifications do not increase Lessee's monetary obligations under this Lease or materially adversely affect Lessee's leasehold interest created by this Lease.

22. **NOTICES.** Whenever this Lease requires that notice or demand shall be given or served on either party to this Lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by certified or registered mail, return receipt required, addressed as set forth at the beginning of this Lease.

23. **ENTIRE AGREEMENT.** This Lease contains the complete, exclusive and entire agreement between Lessor and Lessee regarding occupation of the Building and lease of the Premises, and supersedes any and all prior oral and written agreements between Lessor and Lessee regarding such matters. This Lease may be modified only by an agreement in writing signed by both Lessor and Lessee, and no offer of surrender of the Premises by Lessee shall be binding unless accepted by Lessor in a writing signed by Lessor.

24. **BENEFITS; BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of the heirs, legal representatives and successors of Lessor and Lessee, and the assigns of Lessor and permitted assigns of Lessee, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation which may arise in connection with this Lease, the Building or the Premises shall be in the county wherein the Premises are located.

25. **SEVERABILITY.** If any covenant or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such covenant or provision to persons or circumstances (other than those as to



which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Lease or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

26. **BROKERS.** Each party represents to the other that they have dealt with no real estate or leasing brokers in conjunction with this Lease. Each party agrees and warrants to indemnify and hold harmless the other from any claims of other brokers for payment of fees or charges of any kind including attorneys' fees, in conjunction with this transaction. The foregoing shall survive the end of the Lease Term.

27. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative, and the election of any right or remedy by Lessor shall not be deemed a waiver of any other right or remedy of Lessor under this Lease or otherwise.

28. **ATTORNEYS' FEES.** If, by reason of Lessee's Default, Lessor employs an attorney to enforce Lessor's remedies or otherwise protect Lessor's rights under this Lease, Lessee shall pay to Lessor any and all attorneys' fees and court costs, through trial and on appeal, and all other costs and expenses incurred by Lessor as a result of Lessee's Default. If any lawsuit is brought in connection with this Lease or the Premises, Lessee shall pay all attorneys' fees and court costs, through trial and on appeal, and in any bankruptcy court action, incurred by Lessor in defense, counterclaim or crossclaim of any such action or proceeding.

29. **NO WAIVER.** The failure of Lessor to insist on the performance or observance by Lessee of any one or more conditions or covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and Lessee's obligation with respect to such future performance shall continue in full force and effect.

30. **LESSOR'S PROPERTY.** Lessee shall look solely to Lessor's ownership interest in the Building for the satisfaction of any judgment or decree requiring the payment of money by Lessor, or by Lessor's agents, representatives, successors or assigns, to Lessee, or to any person claiming by or through Lessee, in connection with this Lease, and no other property or asset of Lessor real or personal, tangible or intangible, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such judgment or decree.

31. **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.

32. **GENDER.** The terms Lessor and Lessee as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

33. **CAPTIONS.** The captions of the various paragraphs of this Lease have been inserted for the purposes of convenience only. Such captions are not a part of this Lease and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Lease.

34. **DEFAULT/REMEDIES.** A. Lessee shall be in default hereunder if (i) Lessee fails to pay in full when due the Rent, as adjusted from time to time as herein provided, or any other sums payable under this Lease; (ii) Lessee fails to observe and perform any of the terms, covenants and/or conditions of this Lease not contemplated by clauses (i) or (iii) of this sentence and such default shall continue for more than ten (10) days after written notice from Lessor to Lessee; or (iii) the Premises shall be abandoned, deserted or vacated at any time during the Term of this Lease. The Premises and trade fixtures, equipment and furniture situated thereon shall be conclusively deemed abandoned by Lessee upon fifteen (15) consecutive days absence from the Premises by Lessee or its agents (unless such absence results from fire or other casualty) together with the failure to pay all rent due hereunder. In such event Lessor may enter the Premises and may remove all remaining trade fixtures and equipment at Lessee's expenses. All such property shall, at Lessor's option, become the property of Lessor, or said property may be placed in storage at Lessee's cost and expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Lessor.

Default shall also occur if at any time during the Term there shall be filed by or against Lessee or its permitted successors, or assigns, then in possession of the Premises, in any court pursuant to any statute either of the United States or of any state or foreign jurisdiction, a petition (1) in bankruptcy, (2) alleging insolvency, (3) for reorganization, (4) for the appointment of a receiver, or (5) for an arrangement under the Bankruptcy Acts or Codes, or if a similar type of proceeding shall be filed and said proceeding is not set aside, vacated, discharged or bonded within thirty (30) days after the institution of same, then Lessor may terminate Lessee's rights under this Lease by notice in writing to Lessee, and thereupon Lessee shall immediately quit and surrender the Premises to Lessor, but Lessee shall continue to be liable for the payment of rent and all other sums due hereunder.

B. Remedies: In the event of any default by Lessee, Lessor may (1) cure Lessee's default at Lessee's cost and expense, and/or (2) reenter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, without being liable for any prosecution therefor or damages therefrom, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Lessor may, at its option, repair, alter, remodel and/or change the character of the Premises as it may deem fit, and/or (3) at any time relet the Premises or any part or parts thereof, as the agent of Lessee or in Lessor's own right, and/or (4) terminate this Lease upon not less than three (3) days written notice to Lessee, but in which event Lessee shall remain liable for all Rent.

C. In any case where Lessor has retaken possession of the Premises by reason of Lessee's default or seeks such a retaking, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this Lease, at Lessor's option, and receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating and other adjoining Premises, or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorneys' fees, including attorneys' fees in bankruptcy, appellate and post judgment proceedings. Thereafter, such rent shall be applied to the payment of damages in an amount equal to the Rent hereunder, as adjusted and to the cost and expenses of performance of the other covenants

of Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the Rent as adjusted due hereunder, and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Lessee on dates as provided for in Article 2 above. In reletting the Premises as aforesaid, Lessor may grant rent concessions, and Lessee shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. If Lessor elects, pursuant hereto, actually to occupy and use the Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as herein defined, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not relieve Lessee of its liability hereunder. Lessee hereby waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force. Lessor's remedies hereunder are in addition to any remedy allowed by law or in equity.

D. The exercise by Lessor of any right granted in this Article shall not relieve Lessee from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. In the event of a default, if Lessor so desires, all current and future rent and other monetary obligations due hereunder shall become immediately due and payable. This includes an additions to rent herein provided for the period from the date of an event of default until the end of the Term of this Lease, a sum equal to the monthly rent required to be paid hereunder by Lessee, multiplied by the number of calendar months or portions thereof remaining in the Term of this Lease. Lessor shall not be required to relet the Premises nor exercise any other right granted to Lessor hereunder. If Lessor attempts to relet the Premises, the Lessor shall be the sole judge as to whether or not a proposed Lessee is suitable and acceptable.

In the event of a breach by Lessee of any covenants or provisions hereof, Lessor shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce Lessor's rights or any of them, as if re-entry and other remedies were not herein provided for. Lessee agrees that no demand for rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Lessor to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby waived by Lessee.

The maintenance of any action or proceeding to recover possession of the Premises, or any installment or installments of rent or any other monies that may be due, or become due from Lessee to Lessor, shall not preclude Lessor from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other monies that may be due or become due from Lessee. Any entry or re-entry by Lessor shall not be deemed to absolve or discharge Lessee from liability hereunder.

E. If Lessee shall at any time be in default hereunder, and if Lessor shall deem it necessary to engage attorneys to enforce Lessor's right hereunder, the determination of such necessity to be in the sole discretion of Lessor, then Lessee will reimburse Lessor for the reasonable expense incurred thereby, including, but not limited to, court costs and reasonable attorneys' fees including attorneys' fees in appellate and post judgment proceedings and regardless of whether or not any action may be instituted. In addition to, and not in lieu of, the provisions contained in the immediately preceding

sentence, in the event of any litigation between the parties hereto, the subject matter of which is this Lease or any matter contained herein, the prevailing party shall be entitled to recover from the non-prevailing party all court costs and reasonable attorneys' fees including, but not limited to, attorneys' fees in appellate and post judgment proceedings.

F. Without affecting the default provisions hereof, any payment of rent required by this Lease which remains unpaid for five (5) days after its due date shall bear interest at the then maximum non-usurious rate allowed under applicable law from the due date to the date of payment.

35. **FORCE MAJEURE.** Lessor does not warrant that any of the services which Lessor may supply, will be free from interruption. Lessee acknowledges that any one or more of such services may be suspended by reason of accident or repair, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or other causes beyond the reasonable control of Lessor. No such interruption or discontinuance of service shall ever be deemed an eviction or a disturbance of Lessee's use, enjoyment and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages by abatement or reduction of Rent or relieve Lessee from the performance of any of Lessee's obligations under this Lease.

36. **TIME OF THE ESSENCE.** Each of Lessee's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease and the strict performance of each shall be a condition precedent to Lessee's rights to remain in possession of the Premises or to have this Lease continue in effect.

37. **HAZARDOUS WASTE.** Lessee warrants and represents that it will, during the period of its occupancy of the Premises under this Lease, comply with all federal, state and local laws, regulations and ordinances with respect to the use, storage, treatment, disposal or transportation of Hazardous Substances. Lessee shall indemnify and hold Lessor harmless from and against any claims, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys' fees and costs at trial and on appeal) arising from the breach of the preceding warranty and representation. Lessee shall not store or dispose of any hazardous material or waste in or about the premises. Lessee shall indemnify and hold Lessor harmless from and against any claims, damages, costs, expenses or actions which arise out of any breach of this provision and such indemnity shall survive the termination of the Lease, except those specifically used in Lessee's business, which use has been disclosed to and approved in writing by Lessor. In such event, Lessee shall properly dispose of same and shall provide Lessor with a written plan detailing such disposal.

For the purposes of this Paragraph, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to, substances designated as hazardous under the Resource Conservation and Recover Act, 42 U.S.C. §9601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1257, et seq., the Clean Air Act, 42 U.S.C. §2001, et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., any applicable State Law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives. The provisions of this Paragraph shall be in addition to any other obligations or liabilities Lessee may have to Lessor at law and equity and shall

survive termination of this Lease.

38. **NO PARTNERSHIP.** Nothing contained in this Lease shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

39. **NO OTHER REPRESENTATIONS.** No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

40. **LESSEE'S ACKNOWLEDGMENT.** Lessee shall, from time to time, on not less than five (5) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification, the dates to which the rents and other charges have been paid, and whether or not, to the best of Lessee's knowledge, Lessor is in default hereunder and, if so, specifying the nature of the default, and such other matters as Lessor may reasonably request. It is intended that any such statement delivered pursuant to this Article may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Building and/or the Common Areas.

41. **WAIVER OF JURY TRIAL. TO THE EXTENT SUCH WAIVER IS PERMITTED BYLAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS LEASE OR THE PREMISES.**

42. **ARTICLE AND PARAGRAPH HEADINGS.** The Article and Paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

43. **LIMITATIONS ON RECORDING.** Lessee shall not, without the prior written consent of Lessor which may be withheld for any reason, record or permit the recording of this Lease or any memorandum hereof, any short form of this Lease or any instrument referring therein to this Lease among the Public Records within or without the State of Florida. Lessor shall have the right, but not the obligation, to record, from time to time, this Lease, any memorandum hereof, any short form of this Lease or any other instrument referring therein to this Lease and, should Lessor desire to so record, Lessee shall cooperate fully by executing any and all documents in regard thereto.

44. **CORPORATE LESSEE.** Lessee shall be required to file all necessary documents with the entity's state of incorporation on an annual basis so as not to be dissolved. In the event that Lessee, as a legal entity is dissolved, the officers, directors and/or partners executing this Lease on behalf of the entity agree to be personally liable for the obligation of the dissolved entity, unless and until such entity's status as an active Corporation, Limited Liability Company and/or Limited Partnership is made active.

45. **DISTRESS WRIT.** In the event of a default by Lessee, in addition to any other remedies

available to Lessor, Lessor shall be entitled to a Distress Writ without necessity of posting or filing a bond or any other security.

46. **WAIVER OF COUNTERCLAIM.** In any action to enforce the terms and conditions of this Lease, Lessee waives the right to file a counterclaim against Lessor in such action. Lessee acknowledges that the waiver of this right is a material inducement to Lessor entering into this Lease. In the event that Lessee violates this provision, the parties stipulate that the Lessor shall be entitled to sever the counterclaim so that the counterclaim may be tried separately from the eviction action pursuant to Florida Rules of Civil Procedure.

47. **WAIVER OF NOTICE.** Lessee hereby waives any requirement of notice of default, including, but not limited to, any statutory notice requirements prerequisite to bring any action against Lessee for a default under this Lease.

48. **SEPARATE COVENANT.** Lessee's obligation to pay Rent under this Lease is a separate and distinct covenant, independent of any of the Lessor's obligations under the Lease.

49. **LIMITATION ON LESSOR'S LIABILITY.** Notwithstanding any contrary provision of this Lease, Lessee shall look solely to the interest of Lessor or its successor (as Lessor hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any gross negligence or breach of this Lease by Lessor or such successor, and no other assets of Lessor or such successor (including any beneficial owners, partners, corporations and/or others affiliated or in any way related to Lessor or such successor) shall be subject to deficiency action, levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies in any of such events. Lessee's sole right and remedy in any action or proceeding concerning Lessor's reasonableness (where the same is required under this Lease) shall be an action for declaratory judgment and/or specific performance.

50. **ABANDONED PROPERTY.** If at the end of the Lease term, (including any early termination hereof), Lessee shall leave and abandon any personal property at the Leased Premises, Lessor shall notify Lessee of same at the forwarding address provided by Lessee, and Lessee shall have ten (10) days within which to remove said property. If Lessee fails or refuses to remove said property, Lessor may dispose of same in any manner deemed appropriate by Lessor, regardless of the value of the property and Lessee hereby waives any right or claim to object to such disposal.

51. **SURVIVAL.** All terms and provision of this Lease shall, to the extent reasonably necessary to fulfill the intent of the parties, survive the termination hereof.

52. **COUNTERPARTS.** This Lease may be executed in several counterparts, all of which shall constitute one and the same Lease between Lessor and Lessee.

53. **TOXINS:** The premises which the Lessee is leasing may have materials which contain or are affected by mold, mildew, fungus, spores and chemicals. The construction products used in building the Premises may contain, among others, some of the following chemicals in measurable amounts: (a) Water (contains or allows growth of molds, mildew and fungus); (b) Formaldehyde (e.g., in carpeting and pressed wood products); (c) Arsenic (e.g., in treated wood products); (d) Fiberglass (e.g., in insulation products); (e) Petroleum and petroleum products (e.g., in vinyl and plastic

products); and (f) Methylene Chloride (e.g., in paint thinner). Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. The Lessee understands and agrees that the Lessor is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which the Lessee may experience as a result of mold, mildew, fungus or spores. The Lessee understands and agrees that the Lessor is not responsible for damage caused by mold or by other similar or related matter, that may be associated with defects in construction or occupancy of the Premises, including, but not limited to, property damage, personal injury, loss of income, emotional distress, illness, adverse health effects, death, loss of use, loss of value, or any other incidental or consequential damages arising out or related to mold, or similar related matter. It is the Lessee's responsibility to keep the Premises clean, dry, well ventilated and free of contamination.

54. **SUB-LESSOR'S LEASE.** This Sub-Lease is expressly made subject to all of the terms, conditions and limitations contained in Sub-Lessor's existing lease for the Leased Premises with Gainesville-Alachua County Regional Airport Authority, as Master Lessor thereunder dated February 26, 2008 (the "Master Lease"). The termination of said Master Lease shall act to automatically terminate this Lease. This Sub-Lease shall not be valid until Sub-Lessor's Master Lessor under the Master Lease has consented to this Sub-Lease Agreement. All terms and conditions of the Master Lease, including, but not limited to provisions relating to use, rules and regulations adopted by the Master Lessor for the Building, default, and indemnity, shall be deemed incorporated herein and binding on Lessee hereunder. Any default by Lessee under any terms and conditions of the Master Lease shall be deemed a default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease effective as of the day and date set forth above.

Signed and delivered in the presence of:

LESSOR: United States of America c/o  
CWS Marketing Group

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(As to Lessor)

\_\_\_\_\_  
Title

\_\_\_\_\_

LESSEE: Rennia Aviation LLC

By: \_\_\_\_\_

\_\_\_\_\_  
(As to Lessee)

\_\_\_\_\_  
Title

