

REPORT OF INVESTIGATION



Complaint Number 25-304

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: JENNIFER LIOTTA
St. Johns Airport Authority Board Member
St. Augustine, Florida

COMPLAINT NO: 25-304
Exhibits A through E

INVESTIGATED BY: Michael Wiederspahn
Michael Wiederspahn

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority: Kerrie J. Stillman
Kerrie J. Stillman
Executive Director
April 17, 2026
Date

* * * *

**REPORT OF INVESTIGATION
COMPLAINT NO. 25-304**

(1) The complaint in this matter was filed by Courtney Pittman who alleges that Jennifer Liotta while serving as a Member of the St. Johns County Airport Authority Board, violated the Code of Ethics for Public Officers and Employees.

(2) The Complainant, who serves as the Interim Executive Director of the St. John's County Airport Authority (Airport Authority) alleges that the Respondent assumed office as a Board Member of the Airport Authority on January 9, 2023. The complaint alleges the Respondent had an employment relationship with a business entity known as Volato, Inc. (Volato) from August 2021 to September 5, 2024, during which time the Respondent served as Volato's General Counsel. The complaint alleges that the Respondent has since maintained a contractual relationship with Volato by virtue of stock ownership and contracting with Volato for consulting services. The Complainant alleges that Volato has been doing business with the Airport Authority since November 2021.

(3) The Complainant alleges that, after the Respondent assumed office at the Airport Authority, Volato leased 21.1 acres of property directly from the Airport Authority from December 11, 2023 to August 19, 2024. The Complainant also alleges that, from January 2024 to the present, Volato was in direct privity with the Airport Authority as the lessee of a large hangar facility and shared office space (by authorized assignment from another Airport tenant, Modern Aero, LLC (Modern Aero), which is allegedly owned, controlled, and managed by the Respondent).

(4) The Complainant alleges that Modern Aero has been doing business with the Airport Authority since April 2021, when it purchased a tenant of the Airport Authority (Jacksonville Aviation, Inc.). The Complainant alleges that, at this time, Jacksonville Aviation held a lease with the Airport Authority for the Casa Cola Airport hangar(s), and, in October 2022, Modern Aero requested that the lease be transferred into the Modern Aero name. The Complainant alleges that in August 2023, after the Respondent assumed office at the Airport Authority, the Respondent was the negotiating drafter of Modern Aero's requested lease for the Casa Cola Hangars at the Airport. The complaint alleges the lease was subsequently executed between the Airport Authority and Modern Aero in November 2023, with an effective date of September 1, 2023.

(5) The Complainant alleges that, while on the Airport Authority Board, on August 11, 2023, the Respondent asked the then-Executive Director of the Airport Authority to have the Airport Authority undertake improvements to the Casa Cola Hangar Facility – which her company, Modern Aero, was using through its ownership of Jacksonville Aviation. The complaint alleges that in September 2023, the Respondent asked the then-Executive Director of the Airport Authority to pay Modern Aero \$63,178.00 and characterize it as "settlement of a claim." The complaint alleges that when Counsel for the Airport Authority became aware of the discussions, it directed the then-Executive Director to terminate the discussions in writing. The complaint alleges that shortly thereafter, the Respondent and the then-Executive Director entered into an undisclosed arrangement whereby the Respondent's company would cease making rental payments for three T-hangars that it was using at the Airport, and these

non-payments were characterized as "credits" for business expenses the Respondent's company had made at the Casa Cola Hangar Facility. The complaint alleges that the "credit" arrangement permitted monetary benefits to be conferred on the Respondent and Modern Aero without any transactions being recorded in the Airport Authority's operating accounts.

(6) The Complainant alleges that in December 2023, pursuant to the "credit" arrangement, the Respondent's company ceased making payments for the Airport Authority T-Hangars it was using. The complaint alleges that at the next Board meeting (January 8, 2024), without disclosure of the then-Executive Director's improper authorization of Modern Aero's use of Airport Authority T-Hangars without paying for them, the Respondent voted to give the then-Executive Director a contract extension and to promote him from "Interim Executive Director" to "Executive Director."

(7) The complaint alleges the Respondent's company appealed, to the Airport Authority Board, a compliance enforcement action brought by the Complainant involving Modern Aero's alleged appropriation of T-Hangar use opportunities from persons on the waiting list, and Modern Aero's alleged commercialization of the Airport Authority's T-Hangars. The complaint alleges that, during this appeal, the Respondent's attorney indicated the Respondent was planning litigation against the Airport Authority. The complaint alleges that on March 22, 2025, the Respondent sent email messages to senior staff members of the Airport Authority offering to pay the legal costs of any employee who would come forward and make allegations about the Airport Authority's Interim Executive Director, in an effort to seek evidence to support her planned litigation against the Airport Authority.

(8) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Article II, Section 8(h)(2), Florida Constitution (Abuse of Position to Obtain a Disproportionate Benefit), Section 112.313(4), Florida Statutes (Unauthorized Compensation), 112.313(6), Florida Statutes (Misuse of Public Position), and 112.313(7)(a), Florida Statutes (Conflicting Employment or Contractual Relationship).

Background

(9) The Respondent was elected to the Airport Authority Board in 2022, and took office on January 4, 2023, pursuant to Airport Authority Board Resolution 2022-01, which specifies that "Each person elected to the Authority shall take office the first Tuesday after the first Monday in January following the election, serving a term of four (4) years."

(10) The Respondent, interviewed in the presence of her legal counsel, Attorney Mark Herron, acknowledged that when she was newly elected to the Airport Authority Board, she met with then-Executive Director Ed Wuellner, who provided her with orientation materials, which included instructions on ethical considerations, such as the Florida Sunshine Law.

(11) The Respondent's 2023 CE Form 1 – Statement of Financial Interests, filed with the Commission on Ethics on May 21, 2025, lists Volato, Inc., and the Argand Group, LLC, as primary sources of income (over \$2,500). The Respondent's 2024 CE Form 1 – Statement of

Financial Interests, filed with the Commission on Ethics on August 27, 2025, also lists Volato, Inc., and the Argand Group, LLC, as primary sources of income (over \$2,500).

(12) Records of the Florida Department of State, Division of Corporations, reflect the initial Articles of Organization for Modern Aero were filed on February 19, 2021, and specified the Argand Group, LLC as one of two authorized members. All annual reports for Modern Aero filed with the Division of Corporations from 2022 through 2025 listed the Argand Group, LLC as an authorized member.

(13) A series of documents for Volato filed with the United States Securities and Exchange Commission, including a Form 3 - Initial Statement of Beneficial Ownership of Securities and an associated Schedule 13D, both dated December 11, 2023, and a supplementary Form 3 - Initial Statement of Beneficial Ownership of Securities dated January 30, 2024, specify the ownership of shares of stock issued by Volato on these respective dates. These documents reflect that the Respondent held:

beneficial ownership of: (i) 3,466,153 shares of Common Stock held by Argand Group LLC in which she holds shared voting and dispositive power, (ii) 86,831 shares of Common Stock underlying Options which are fully vested as of December 1, 2023; and (iii) 1,322,118 shares of Common Stock held by PDK Capital, LLC in which she has shared dispositive power with Mr. Liotta. [Matt Liotta, Respondent's husband].

The Schedule 13D also includes the following statement under the heading "Item 2. Identity and Background":

(c) The principal business of Mr. Liotta is serving as the Chief Executive Officer of the Issuer [Volato] and the principal business of Ms. Liotta [Respondent] is serving as General Counsel of the Issuer.

(14) The Respondent described her position with Volato as "Vice-President of Legal, so In-House Counsel. I was not an officer." She further stated "I made it clear before I joined the Board that, and I also let the Airport Administrator know, that I was ethically walled off from any, anything to do with any, anything between the airport and Volato. So, I was never inform[ed]... you know, essentially if anything happened between those two parties, I would find out when everybody else did. Essentially after the fact, not involved in any way."

(15) The Respondent advised that Modern Aero was a business originally owned by her and her husband, Matt Liotta, which subsequently added additional owners. She recalled that Modern Aero acquired Jacksonville Aviation (dba Premier Aviation), an aircraft maintenance facility located at the Northeast Florida Regional Airport, and Modern Aero thereafter converted the facility to a commercial flight school.

(16) The minutes of the January 9, 2023 regular meeting of the Airport Authority Board (the Respondent's first meeting) include the following statement by the Respondent, acting in her capacity as a Board Member:

MS. LIOTTA [Respondent] : Okay. I've got two things. One's a short statement. Thank you for everyone being here, and the other is more of a business item. Let's see. So, when I campaigned, one of the things that I talked about was the fact that I had businesses on the field. Of course that can give rise to conflicts potentially, and so I just wanted to make a brief statement about that in case there were any concerns in the community. So, for -- for full transparency, I would like to state that I own an indirect interest in two companies that have business at the airport: Modern Aero and Volato.

In the case of Modern Aero, I only hold an indirect ownership interest. I am not an employee and I -- and I do not run that busi- -- excuse me, do not have management control over that company. For Volato, I hold an indirect ownership interest and am an employee of that company. Should there ever be a matter before this board that would create a conflict, I would disclose my conflict before any vote was taken and recuse myself from that vote in accordance with Florida ethics statutes. So that was -- that was it for that.

(17) Review of the minutes of the Airport Authority Board reflect that, during the course of her term as an Airport Authority Board Member, the Respondent routinely revealed her ownership interest in, or employment by Volato, as well as her ownership interest in Modern Aero. The minutes reflect the Respondent made the following statements on the following dates:

February 13, 2023 "I will not be at that meeting. As is widely known, I'm employed by Volato, who's a party in the - - in the matter."

February 27, 2023 "I think I need to disclose, which everyone here in the room knows, but disclose for the record that I'm employed by Volato, Inc., which is a tenant at the airport and an entity that has approached the Authority for a ground lease for, among other things, developing a second FBO."

June 12, 2023 - "I have a conflict on this matter since I'm employed by Volato and I also own stock in the company."

September 11, 2023 - "This is -- for the record, I am employed by and have an ownership interest in Volato, which is a party who is currently negotiating for land lease space at the airport."

September 25, 2023 - "But right now, because of the Part 16, which involves Volato, which I have an ownership interest in and am employed by, I am conflicted."

April 8, 2024 - "So I think I just need to go on the record, to the surprise of nobody, that I'm an employee of Volato and I hold an ownership interest in Volato. So I do believe that if the Authority is voting on whether to put down that deposit, I have a conflict and can't vote on it."

May 13, 2024 - "I'm an employee of Volato. And so, as such, there is a -- a conflict or a high likelihood of a conflict for me voting on this matter, so I'm not going to."

November 18, 2024 - "I want to provide an update on my current affiliations to ensure full transparency. I remain a shareholder in Volato, a private aviation company that conducts business at this airport. However, I am no longer employed by Volato. I have transitioned to a new role as general counsel for a company in the health care industry which is unrelated to aviation.

Additionally, I continue to have ownership in Modern Aero, another business operating on the airfield. My affiliation with Modern Aero has been a matter of public record since prior to my joining the board. I am not involved in the day-to-day operations of the business."

December 9, 2024 - "I, as stated in many prior board meetings and even before I became a member of this Authority, I own a -- I have an ownership interest in a business called Modern Aero who provides flight instructions and other services on the field."

January 13, 2025 - "As discussed at the last meeting, Modern Aero, the business I have an ownership interest in, is adjacent to what is described as Area B, and there is an overlay of that Area B box on top of what is the current leasehold of Modern Aero."

and

"I have an ownership interest in Modern Aero, and since this matter directly affects Modern Aero's leases with the T-hangar -- hangars with the airport, I have a conflict and cannot vote on that."

October 13, 2025 - "And for full disclosure, that's the land lease that -- or land lease hangar lease that is now -- the tenant is Modern Aero, which is my business. And I had a -- I was concerned that I would have a -- a conflict in voting on that policy because if it was the statement of airport by passing that policy that they're saying we're going to build on Modern Aero's land lease, that obviously would be a conflict for me I, at least I felt."

The Respondent filed the required "Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers," for her abstentions from Airport Authority Board votes on April 8, 2024, May 13, 2024, and January 13, 2025, on May 2, 2025.

(18) The Respondent resigned from the Airport Authority Board in a letter (Exhibit A) addressed to the Board, dated October 21, 2025, in which she stated, "the cumulative findings of misconduct, ongoing governance failures, and continuing ethical concerns have made it impossible for me to fulfill my duties consistent with Florida law and my obligations to the public." In her resignation letter, the Respondent cites a criminal investigation of three Airport Authority Board members, resulting in criminal charges related to a violation of Florida Sunshine Laws, the resignation of the Airport Authority's General Counsel based on ethical concerns, alleged misconduct by the Complainant in his capacity as Interim Executive Director of the Airport Authority, and alleged misconduct by Aviation Attorney Chad Roberts.

The Volato, Inc FAA Lawsuit and Lease

(19) The Complainant, in his capacity as Interim Executive Director of the Airport Authority, provided a copy of a Commercial Operating Agreement between Volato and the Airport Authority dated November 10, 2021, signed by Matt Liotta.

(20) On October 19, 2022, Volato filed suit against the Airport Authority for violations of FAA rules regarding the presentation of Volato's proposal to become a second Fixed Base Operator at the Northeast Florida Regional Airport. The lawsuit was active when the Respondent took office as an Airport Authority Board Member on January 4, 2023.

(21) United States Department of Transportation, Federal Aviation Administration (FAA) records for FAA Docket Number 16-22-09, Volato, Inc. vs. St. Johns County Airport Authority, an action under 14 CFR (Code of Federal Regulations) Part 16, include the following account of the initiation of this matter in a "Motion to Recommence Part 16 Proceedings; Motion for Cease and Desist Order" filed July 24, 2023:

On January 20, 2022, the Authority [St. Johns Airport Authority] met with the staff of the Orlando Airport District Office to receive permission to offer a Right of First Refusal to the sole FBO [Fixed Base Operator] on the field. To secure permission, the Authority identified "available space at the airport (that) would allow for a second FBO to be developed,

should an interested party inquire..." The FAA memorialized its approval of this agreement in an email to Authority Board Member Reba Ludlow. On the same date, Matt Liotta, Volato's Chief Executive Officer, sent an email to the Authority that specifically and unequivocally stated "we have great interest in developing a second FBO at the field immediately." Volato's email also references a commitment to meet FBO minimum standards.

On February 11, 2022, Mr. Liotta sent a letter of intent to the Authority requesting to develop a commercial aeronautical activity at the Airport.

On February 24, 2022, the Authority sent Northrop Grumman a letter stating that "the Authority has received a bona-fide offer to lease the property identified under a "Right of First Refusal" granted to NGC [Northrop Grumman Corp] by the Airport Authority under the provisions of its lease dated October 1, 1987 and more specifically provisioned under the terms of Amendment #1 ". . This letter serves as our formal notification to NGC. . ." (that the ROFR was triggered, and NGC was required to match the offer or the ROFR would be extinguished).

In March of 2022, the Authority took steps to develop the 21.1 acre parcel for private hangar purposes, including conducting an informal request for interested parties and conducting environmental review. Options for development of the parcel were presented to the Authority Board on April 22, 2022.

On September 27, 2022. Mr. Liotta requested an opportunity to present Volato's proposal to the Authority. On October 4, 2022, the Authority rejected Volato's request to present the proposal.

On October 19, 2022, Volato commenced this [FAA] Part 16 complaint.

(22) On December 11, 2023, after the Respondent had assumed office, the Airport Authority entered into a "Land Lease, Development and Use Agreement" with Volato. This agreement documented the terms governing Volato's lease of a 21.1 acre parcel of undeveloped land at the Northeast Florida Regional Airport, and stated that Volato "desires to operate on the land as a full-service Fixed Base Operator."

(23) On January 10, 2024, the FAA entered an Order to Dismiss Without Prejudice for the Volato lawsuit, stating in pertinent part, "the Complainant, Volato, remains as the sole party

with a conforming proposal to develop the 21.1 - acre parcel, and the Authority desires to continue negotiations with Volato for a land development agreement and long-term lease."

(24) Mr. Jaime Topp recalled that during the time he was employed as Interim Executive Director for the Airport Authority (July 27, 2023 through May 12, 2024) he came to understand that the Respondent was associated with Volato because, during his negotiations with Volato regarding the lease of a 21 acre parcel upon which Volato wished to establish a Fixed Base Operator (FBO) facility, "any legal documents that I reviewed had her name as the author."

(25) The Respondent advised she never authored or modified any documents regarding Volato's interactions with the Airport. She stated "I don't remember doing anything like that. I was very adamant that I did not want to be involved with Volato and the airport."

(26) Mr. Topp stated regarding the proposed Volato lease and the Respondent, "We did have discussions during the process of the Volato proposed lease, only through, but I think those were on the phone, but I don't remember for sure.... I know that she was involved in talking to me about it, but how that was, I don't remember." Mr. Topp further stated, "I think there may have been a call with her and, oh, I can't remember. I remember a conference call with her and I think maybe Chad [Roberts, Airport Authority Aviation Attorney], but I don't recall for sure."

(27) The Respondent advised that she never had any interactions with the Airport staff regarding Volato, or any matters pertaining to Volato or its business with the Airport.

(28) On August 19, 2024, the Airport Authority entered into a "Mutual Rescission Agreement" with Volato, which rescinded the "Land Lease, Development and Use Agreement" executed on December 11, 2023, and essentially terminated Volato's attempts to become a second Fixed Base Operator at Northeast Florida Regional Airport.

The Modern Aero Lease of the Casa Cola Hangar

(29) The Complainant provided a copy of a "Hangar Lease and Operating Agreement" between the Airport Authority, as Landlord, and Modern Aero, as Tenant, effective October 1, 2023, specifying the facilities to be rented as a commercial hangar located at 4738 Casa Cola Way, St. Augustine, Florida (the Casa Cola Hangar).

(30) Mr. Topp acknowledged that Jennifer Liotta was one of the five members of the Airport Authority who voted to approve his hiring and work contract. The Board, he said, had the authority to terminate his position. He advised regarding the Respondent "She was really professional, when I met with her." He said he never believed the Respondent used her position to pressure him in any way regarding his official duties, stating, "I never even perceived pressure." Mr. Topp advised, however, that he always questioned why the Respondent was allowed to hold an Airport Authority Board Member position and also conduct business with the Airport Authority as well. He added "Even though she recuses herself all the time at the Board meetings, but then, then, she's there."

(31) Mr. Topp advised that he was aware that the Respondent "was involved in Modern Aero" prior to his appointment as Interim Executive Director, but said he was not aware of the exact nature of her role in that business. Mr. Topp stated, regarding the Respondent, that he (Topp) presumed "that she acted as [legal] counsel for the company, but I'm just presuming that. I don't know for a fact. I just know that she was a principal and that's it." Mr. Topp advised he was also aware that Matt Liotta, the Respondent's husband, was associated with Modern Aero.

(32) Mr. Topp acknowledged that shortly after he became Interim Executive Director for the Airport Authority, he began negotiating a lease for a commercial hangar, known as the Casa Cola Hangar, with Modern Aero. He recalled that he dealt primarily with Marc Ginter, Chief Executive Officer and part owner of Modern Aero in this matter, and he also dealt with Matt Liotta, who "may have called me or stopped by the office, I don't recall." Mr. Topp acknowledged that, during the course of the negotiations, several proposed drafts of the lease contract were presented to the Airport Authority by representatives of Modern Aero at various times in the negotiation process. Mr. Topp stated regarding these drafts, "Yeah, they're all done by Jennifer Liotta."

(33) The Respondent recalled that, when Modern Aero acquired Jacksonville Aviation (dba Premier Aviation), Jacksonville Aviation was renting the Casa Cola Hangar, but the rental involved two separate leases, based on the fact that, at one point, the Casa Cola Hangar was subdivided into two separate hangars. The Respondent recalled that, in approximately August of 2023, Modern Aero hired Attorney Jeff Ludwig to represent it in lease negotiations with the Airport Authority for a new lease of the Casa Cola Hangar. Attorney Ludwig, the Respondent said, prepared a number of successive lease drafts, which the Respondent characterized as "redlines," indicating that proposed changes or additions in these drafts were highlighted in red, or sometimes other colors. The Respondent stated, "At one point, my husband asked me to basically look at those old redlines and put together a new redline [lease draft] with no, like, actual changes. I think there might have been some redlines that didn't make it into the new one, but they were kind of, it was kind of a cut-and-paste job. So I did prepare that document." She further stated "Then I gave that to Matt [Liotta] because he was the one who was doing the actual negotiations. So I wasn't making the decisions on that. More of a scrivener situation." The Respondent explained "It was a copy-paste job. It was, you know, I was not creating new redlines." The Respondent advised she did not work on any other drafts of the Casa Cola Hangar lease, and characterized her participation as "that one, narrow administrative task."

(34) The Respondent advised that the only other time she participated in the business of Modern Aero during her term as an Airport Authority Board Member was in approximately the fall of 2024, when Modern Aero was acquiring a company named Southeast Aero. She recalled "So, when that transaction was happening, I did do some correspondence with, I kind of managed our, Modern Aero's outside counsel, who was preparing the purchase agreement. And also, I think I had some back and forth with the sellers. But I did not have anything to do, there was no interaction with the airport for that."

(35) Airport Authority Aviation Attorney Chad Roberts provided a copy of former Interim Executive Director Jaimie Topp's email, dated August 28, 2023 at 10:58 a.m. (Exhibit B),

which included an attached proposed lease (draft version 15) of the Casa Cola Hangar to Modern Aero, in Word format. This proposed lease document was a "redline" document which included "markup" changes in Word format, wherein the changes to the original draft were highlighted, allowing the viewer to use the cursor to "hover" over the changed text, revealing the time the proposed change was entered, and the author of the proposed change. This information indicated the Respondent made a total of 142 proposed changes or edits to the text of the proposed lease between 4:31 p.m. on August 23, 2023, and 6:35 p.m. on August 23, 2023.

(36) Mr. Topp acknowledged he forwarded the August 28, 2023 email and attached draft to Aviation Attorney Chad Roberts, who continued the negotiations until all parties were satisfied.

(37) Aviation Attorney Chad Roberts advised he represented the Airport Authority in the negotiation and preparation of a Hangar Lease and Operating Agreement between the Airport Authority [as Landlord] and Modern Aero [as Tenant] for a commercial hangar located at 4738 Casa Cola Way, St. Augustine, Florida (the Casa Cola Hangar). Attorney Roberts provided a written summary of his involvement in this negotiation, in which he stated that he had been involved in negotiations with Volato regarding their FAA lawsuit against the Airport Authority, and he had also been involved in negotiations with Modern Aero regarding the lease of the Casa Cola Hangar. Regarding Volato's FAA lawsuit, he recalled, he had negotiated with Volato's outside counsel and with Matt Liotta, but when negotiating the terms of Modern Aero's lease of the Casa Cola Hangar, he dealt only with Matt Liotta, who explicitly stated in an email to Attorney Roberts, "Modern Aero is not currently represented by an attorney related to any airport issues. Currently, my plan is to handle the lease pro se. - Matt." Attorney Roberts advised that he suspected the Respondent, an experienced attorney, would be privately involved in advising Mr. Liotta [who is not an attorney] about the Casa Cola Hangar lease, but he noted "During this period of adversary proceedings with the FAA, at least with me, Mrs. Liotta [Respondent] tended to be circumspect in her direct dealings of issues concerning her business interests in Modern Aero and Volato." Attorney Roberts stated regarding the Casa Cola Hangar lease negotiations:

I was not the least bit surprised when I received the extensive lawyer-language red-line edits to Draft Version 15 authored by Mrs. Liotta [Respondent]. I would have actually found it highly unusual if Mrs. Liotta [Respondent] had not reviewed a major lease agreement for a company she co-owned with Mr. Liotta.

Mr. Liotta had also been speaking with then Executive Director Jaime Topp about the Casa Cola Hangar and had delivered the red-lined MS Word version to him at some point because the red-line draft was sent to me by Jaime Topp. I have also attached that email (dated August 28, 2023) along with a native MS Word version of draft 15, which allows you to hover over the red-line edits made by Mrs. Liotta. The email from Jaime Topp reads in its entirety: "Chad, here is the redline from

Matt for Modern aero, he apologized for the red lines. I haven't reviewed yet, I will do so starting tomorrow as today I am focused on Board meeting tonight. He says it is mainly to address what they feel as "got ya's". I will have my comments to you by EOD mañana. Thanks Jaime."

Progress on finalizing the lease was still not the highest priority of issues between the parties, and there were intervals with little or no activity. I continued my discussions with Mr. Liotta, and eventually a finalized version was executed at the end of November, 2023 during the same time frame that the more comprehensive Land Lease and Development Agreement [with Volato] was finalized as well (December 8, 2023).

(38) Mr. Topp acknowledged he signed the Hangar Lease and Operating Agreement between the Airport Authority as Landlord and Modern Aero as Tenant, effective October 1, 2023, in his capacity as Interim Executive Director of the Airport Authority.

(39) The Complainant provided a copy of a document titled "Assignment and Assumption of Lease Agreement and Landlord's Consent" dated January 9, 2024, in which Modern Aero assigned its lease for the Casa Cola Hangar to Volato. Under the section of this document titled "Landlord's Consent to Assignment," the document was signed by then-Interim Executive Director Jaimie Topp on behalf of the Airport Authority.

(40) Mr. Topp acknowledged he signed the "Assignment and Assumption of Lease Agreement and Landlord's Consent" document approving the assignment of the Casa Cola Hangar lease from Modern Aero to Volato. He recalled that he dealt with Modern Aero CEO Marc Ginter on this matter, and he believes he possibly had a conversation with Matt Liotta regarding the assignment of the lease. Mr. Topp did not recall speaking with, or otherwise interacting, with the Respondent regarding this matter.

The Modern Aero Rent Credit Agreement

(41) During an interview by investigators of the State Attorney's Office on an unrelated matter, Mr. Topp stated to investigators of the State Attorney's Office regarding the Respondent:

I will give you an example of, Miss Liotta [Respondent] and I talked a lot because her business, she has business on the airport, right? (unintelligible) Anyway, she came in one time to talk to me about, we had some work that she wanted to have done on the Modern Aero hangar. And it should be done because there was no, there was a lack of maintenance by the Airport Authority, alright? And there was a, anyway there was a problem between Wuellner and them. And she came in, we had an appointment.

(42) Mr. Topp confirmed his statement to the investigators of the State Attorney's Office referred to an agreement he negotiated with Modern Aero, LLC while he was serving as Interim Executive Director of the Airport Authority. Pursuant to this agreement, Modern Aero would perform certain repairs to the Casa Cola Hangar at its expense, and would receive rent credits equal to half the cost of the repairs. Mr. Topp stated regarding the Respondent's involvement in negotiating this arrangement, "The only time that she (Respondent) and I talked about anything about this had to do with that offset of the repairs to the hangar." Mr. Topp explained that the airport's proximity to the ocean made keeping up with the weathering of the hangars challenging. He recalled the Casa Cola Hangar used a cantilever door which appeared to be ready to fail, because of salt-water corrosion. Mr. Topp recalled he negotiated to allow Modern Aero to perform repairs on the door and some inside flooring, with the cost being split between the Airport Authority and Modern Aero. Pursuant to this arrangement, he said, the Airport Authority's portion would be repaid to Modern Aero through rent credits on their hangars. Mr. Topp stated regarding these negotiations, "In that process with Matt [Liotta] mostly, I think Jennifer [Respondent] may have stopped by to, to just ask me about it or whatever, but I don't recall for sure." Mr. Topp further stated "She was involved in that. I don't know if she was the lead on that. I can't remember the sequence of how it started."

(43) During an interview by investigators of the State Attorney's Office, regarding the rent credits agreement, Matt Liotta stated he recalled an instance where Modern Aero negotiated with the Airport Authority to make repairs to the interior and public areas of the Casa Cola Hangar, which Modern Aero was leasing from the Airport Authority. He stated Modern Aero told Interim Executive Director Topp "Hey, you know, you guys need to refresh this." To facilitate these repairs, he said, "it was decided 'Hey, we'll [Modern Aero] do the work if we split the bill with you and the airport.' And that was the agreement, and then Modern [Aero, LLC] did the work, and then submitted the receipts to the airport and my understanding is, is we received rent credits based upon that amount, not cash."

(44) The Complainant, in his capacity as Interim Executive Director of the Airport Authority, provided a copy of an email (Exhibit C) dated August 15, 2024 from Airport Authority Controller Michelle Spittler to Modern Aero, LLC CEO Marc Ginter and Modern Aero, LLC employee Brandy Cummings, copying the Complainant. The email, which relates to the reconciliation of the rent credits, includes receipts for repairs conducted on the Casa Cola Hangar totaling \$14,956.43, along with handwritten notes specifying "50/50 Split approved 10/31/23" with the initials "JT," and handwritten notes specifying "\$7,478.22 Total Credit." It should be noted the receipts include charges for lighting, pest control and flooring. Also included in the email is a spreadsheet showing the application of the rent credits totaling \$7,478.22 to the monthly rent of T-hangars R07, M13, and B11, respectively.

(45) Mr. Topp confirmed the initials approving the notation "50/50 Split approved 10/31/23" were his. Mr. Topp advised that, at the time he approved this arrangement, the eastern portion of the Casa Cola Hangar cantilever door was "getting ready to just fail." At this time, Mr. Topp said, Modern Aero was behind on their rent and Airport Authority personnel were overburdened. Mr. Topp recalls he made the deal with Modern Aero to have them make the repairs to the door, some flooring, and other general upgrades. In return, he said, the Airport Authority agreed to reimburse half the cost of the repairs to Modern Aero as rent credits. In his opinion, Mr. Topp said, it "saved us time, saved us human resources. We

had a lot of other things to do. The pricing was good, so we split that. They repaired it because, number one, it was an immediate safety issue. If that door let go, you know, it would not be pretty."

(46) It should be noted that the submitted receipts, upon which \$7,478.22 in rent credits were based, included only receipts for lighting, pest control and flooring. None of the submitted receipts referenced any repair to a hangar door.

(47) The Respondent advised regarding the repairs and the rent credit agreement, "I was not involved in that." She further stated "My understanding was that it had nothing to do with legal fees, it was improvements to common areas, and that was a standard landlord-tenant type interaction."

(48) The Respondent acknowledged that former Interim Executive Director Jaime Topp was appointed to the position of Interim Executive Director on July 27, 2023 by the Airport Authority Board. The Respondent recalled she voted in favor of his appointment, as well as the subsequent approval of his employment contract. She recalled that, at one point during his term of office, Mr. Topp requested that his title be changed from Interim Executive Director to Executive Director to facilitate his interactions with airport contractors, and this title change was approved by the Board. She noted, however, that Mr. Topp's employment contract (including the contract's term) did not change, and the Airport Authority Board's search for a permanent Executive Director continued. The change in title, she said, did not have any effect on Mr. Topp's status as an Interim Executive Director, which remained in effect until his resignation.

The Modern Aero Request for Legal Fees

(49) Mr. Topp recalled that, during the time he was employed as the Interim Executive Director of the Airport Authority, he met Matt Liotta for coffee at a restaurant near the airport property. During the course of their conversation, Mr. Topp said, Mr. Liotta told Mr. Topp that he wanted to be paid back for the legal fees he had incurred by virtue of his businesses' legal proceedings against the Airport Authority, which totaled approximately \$27,000. Mr. Topp said he told Mr. Liotta to submit a request for the fees and he (Topp) would advise the Airport Authority's legal counsel regarding Mr. Liotta's request. Mr. Topp recalled that when he received an email from Matt Liotta regarding these fees, the amount was in excess of \$60,000. He responded with an email noting the legal fees were higher than the \$27,000 they discussed. Mr. Topp advised he contacted the Airport Authority's Aviation Attorney, Chad Roberts, and the Airport Authority's General Counsel, Jeremiah Blocker, regarding this matter, and together they responded in an email authored by Mr. Topp, which, he said, stated the request was denied. Mr. Topp acknowledged that Volato had been involved in litigation against the Airport Authority, but that litigation had been dismissed with no award of attorney's fees. Mr. Topp advised he does not believe the matter ever progressed to the point where Matt Liotta provided documentation regarding these legal fees, and he does not recall Matt Liotta taking any further action regarding this matter after the Airport Authority denied his request. Mr. Topp advised, "Matt's the kind of guy that walks into a room and throws hand grenades. And then he's got everybody's attention, and then he cleans up the mess afterwards, right? So, that was his hand grenade."

(50) Attorney Roberts provided a series of emails between Mr. Topp and Matt Liotta regarding Mr. Liotta's request for legal fees (Exhibit D). Included in these emails are Mr. Liotta's email of September 21, 2023, in which Mr. Liotta detailed "legal expenses that Modern Aero incurred as a result of the improper actions of the Airport Authority" totaling \$63,178, and Mr. Topp's responsive email on September 21, 2023, in which Mr. Topp stated "Thanks Matt, a bit more than the \$27K you were talking about. I will work on this and get back to you with next steps." These emails also include Mr. Topp's email to Matt Liotta on October 30, 2023, in which Mr. Topp stated:

You have previously raised an issue with the Airport authority concerning a claim for payment of certain Attorney's fees previously incurred by Modern Aero. The Airport Authority has carefully considered Modern Aero's claim for such payment and has determined the claim is not meritorious. The Airport Authority is a political subdivision of the State of Florida, and payment of any such claim under the circumstances in inappropriate. Accordingly, Modern Aero's claim for payment of its past Attorney's fees incurred is denied.

(51) The emails provided by Attorney Roberts also include Matt Liotta's email to Mr. Topp, dated November 4, 2023, in which Mr. Liotta, acting on behalf of Modern Aero, formally requested the initiation of the appeal process for payment of the Attorney's fees he formerly requested on behalf of Modern Aero. It should be noted that this email was sent after the approval date for the rent credits resulting from repairs to the Casa Cola Hangar.

(52) The Respondent advised she was "absolutely not" involved in any way in Matt Liotta's solicitation or discussion of legal fees with Mr. Topp, and she did not believe this had any connection to the rent credit agreement for repairs to the Casa Cola Hangar, as alleged by the Complainant.

The Modern Aero T-Hangar Litigation

(53) The Respondent recalled that Mr. Topp resigned the position of Interim Executive Director after approximately nine months of service. Subsequently, the Respondent said, the Airport Authority Board hired the Complainant as Interim Executive Director. The Complainant and the airport staff thereafter terminated Modern Aero's leases on three airplane T-hangars, which the Respondent says she believes was in furtherance of an effort to eliminate Modern Aero's business from the airport, in violation of FAA rules on fairness and non-discrimination in airport operations. The Respondent advised there is an appeal process for the termination of a hangar lease, which consists of the tenant appearing before the Airport Authority Board, which hears the appeal.

(54) At the January 13, 2025 regular meeting of the Airport Authority, Attorney Nick Morcom, representing Modern Aero, appealed the termination of three T-hangar leases. During his presentation, Attorney Morcom stated:

At the end of the day, though -- I get argumentative; it's my nature and it's the nature of litigators -- but what I'm trying to -- want to get across is this: This is going to prompt litigation. This decision, if made as it's being currently made, will prompt a multi-prong lengthy legal dispute. State court action will be filed, and the interim executive's termination of Modern Aero's T-hangar leases amounts to unjust discrimination in violation of federal regulations.

(55) The minutes of the Airport Authority workshop meeting on September 8, 2025 reflect a discussion regarding Attorney Morcom's assertion that litigation was imminent between Modern Aero and the Airport Authority, resulting in the following exchange between Aviation Attorney Chad Roberts and the Respondent:

MR. ROBERTS: Okay. Can I just provide some additional context? Mrs. Liotta and her company are adverse parties to the airport.

MS. LIOTTA: No. Wrong.

MR. ROBERTS: To your credit to your credit --

MS. LIOTTA: Wrong.

MR. ROBERTS: -- you disclosed it on January 16th. Your lawyer promised litigation against the airport. Your lawyer promised litigation against the airport. Stood right here and promised litigation against the airport, said it will come. Mr. Pittman [Complainant] is the face of compliance for your company. He's been the face of the compliance actions that have had to have been taken for your company. And it's up to the public to decide if your motivations are about good governance or your motivations are the fact that your company is planning litigation against the Airport Authority that Mr. Pittman would be a fact witness about. You're already in litigation as we speak against the three prior board members on the very same issues and with very same allegations. So --

MS. LIOTTA: I think, Mr. Roberts, telling me what my intents [sic] are is highly inappropriate. And telling me who I am and am not adverse to as a board member, extremely inappropriate.

MR. ROBERTS: Well, you own Modern Aero and they're telling us they're bringing litigation. That's all I can say. It's a pocketbook issue for you and you should disclose that when you make these things. You should tell the public, I'm pillaring Mr. Pittman here, but he's going to be a fact witness in the case

I'm bringing against the Airport Authority. That might be relevant and meaningful.

MS. LIOTTA: Well, as you -- as you mentioned, litigation was brought. The airport was not named.

MR. ROBERTS: Not yet.

MS. LIOTTA: Mr. Pittman was not named.

MR. ROBERTS: Not yet. But your -- your lawyer promised that it will come --

MS. LIOTTA: Yes.

MR. ROBERTS: -- and we take you at your word.

MS. LIOTTA: That statement was made before three of the five sitting board members were criminally charged --

(56) The Respondent advised Modern Aero is currently engaged in civil litigation against three former Airport Authority Board Members who were charged criminally with violations of the Florida Sunshine Laws. She further advised this litigation was initiated after the termination of their respective positions as Airport Authority Board Members, and neither the Airport Authority, nor any of its staff, were included as defendants in the lawsuit.

(57) The Respondent denied the Complainant's allegation that she sent an email to Airport Authority staff members to seek evidence to support planned litigation by Modern Aero against the Airport Authority. Rather, she said, she was attempting to address allegations at the Airport which had arisen after the Complainant was hired as the Interim Executive Director. The Respondent stated:

I was getting people approaching me. Former, former staff members, current staff members and they had a variety of concerns about things. And I did what I could as an individual Board Member which is, seek information from the staff about these various things, absolutely none of which did any of those concerns have anything to do with Modern Aero's T-hangers. It was things like 'Courtney Pittman had two jobs' and I thought that was shocking.

(58) The Respondent explained that the Complainant, prior to being hired by the Airport Authority Board to act as Interim Executive Director, had been hired as the Director of Operations for the Northeast Florida Regional Airport Control Tower by the private contractor who runs the control tower (Robinson Aviation, Inc.). When he was hired as Interim Executive Director, she said, the Complainant continued to work his former full-time job as Director of Operations, terminating his employment only after the private contractor discovered he was maintaining two full-time jobs. The Respondent stated she spoke with

"multiple people telling me that Mr. Pittman [Complainant] would be openly talking at the airport administration offices about how he'd park his car at different places to make it look like he was working at different buildings." The Respondent stated "I told staff members that if they wanted to go in and give an affidavit to, that they could go to Woolsey Morcom's [law firm] offices and I would pay those expenses for them to give an affidavit."

(59) The Respondent advised she also received information indicating Airport Authority documents were being improperly destroyed. She explained that she received this information around the time an investigation was being conducted by the State Attorney's Office into allegations that three Airport Authority Board Members had violated Florida Sunshine Laws (The Board Members were subsequently charged criminally for these violations in July of 2025.) The Respondent said, "Somebody called me and said that large amounts of documents were being shredded at the airport and this was when there was an active State's Attorney's investigation going on, and I'm like, why would any records be getting destroyed right now?" In response to this information, she said, she sent an email to Aviation Attorney Chad Roberts, who was the only attorney employed by the Airport Authority at that time, since the Airport Authority's General Counsel had resigned. The Respondent recalled Attorney Roberts responded to her email, but in doing so, he copied a number of staff members on the email and implied the Respondent was alleging possible wrongdoing on their [staff members'] part. She felt, she said, that she should respond to all of the staff members copied on the email, to clarify that she was not accusing them of wrongdoing. She stated "I basically told that staff in that email, because I, you know, everybody was cc'd on it, that you know, I understood, you know that people might...if they're seeing something that's going on, they might have some fear of retaliation. Yeah, and that I would do everything in my power to help anyone if they wanted to come forward. And I would pay the legal fees for them to do so."

(60) The minutes of the Airport Authority workshop meeting on September 8, 2025 reflect that Attorney Roberts, referring to the Respondent's email to Airport Authority staff members, stated "And so you invited any -- in your email, you invited any employee of the airport, that you would pay the expenses to bring any allegation against Mr. Pittman [Complainant]." The Respondent disputed that this was the content of her email, and quoted her own email, which stated, in pertinent part:

As you are aware, the airport has previously settled litigation involving allegations of retaliatory termination after a staff member lodged complaints against Mr. Pittman. ... In fact, to ensure staff and former employees can speak freely without fear of retaliation -- find it -- or a financial burden, I recently agreed to cover legal expenses for a former employee to provide an affidavit containing allegations regarding Mr. Pittman's conduct.

and

To any current staff included in this e-mail, if you have legitimate concerns related to document handling or other

matters that you are uncomfortable raising internally, I will support your right to come forward. If legal representation is needed to do so safely, I am willing to help ensure that access is available.

(61) The Respondent provided a series of email messages between herself and Airport Authority Aviation Attorney Chad Roberts and other staff members (Exhibit E). These emails reflect the Respondent contacted Attorney Roberts on March 20, 2025 regarding rumors that documents were being improperly shredded at the airport. In his responsive emails, Attorney Roberts copied several Airport Authority staff members. On March 22, 2025, the Respondent responded to all staff members previously copied by Attorney Roberts in an email which included the text she quoted at the St. Johns County Airport Authority workshop meeting on September 8, 2025. The Respondent maintains that her inquiries were a legitimate function of her position as an Airport Authority Board Member and had no connection to Modern Aero LLC, or the termination of Modern Aero's T-Hangar leases, or any litigation.

(62) The Respondent's resignation letter (Exhibit A) noted, regarding her attempts to obtain information:

When it became clear that the Board would not authorize an independent review, I did what I could within my authority to uncover the facts. I submitted a series of written information requests to Airport staff, expressly identifying that I was requesting the records as a Board member. These requests sought documentation concerning several of the issues outlined in this letter, including for example Mr. Pittman's improper dual employment, evidence of possible illegal meetings, and materials related to the sexual harassment allegations and wrongful termination lawsuit. Despite clear guidance from counsel that Board members are entitled to this information, my requests were ignored for months.

END OF REPORT OF PRELIMINARY INVESTIGATION

EXHIBIT A

EXHIBIT A

October 21, 2025

Board of Directors
St. Augustine Airport Authority
4796 US 1 North
St. Augustine, Florida 32095

Re: Resignation from Board of Directors

Dear Fellow Board Members:

It has been a privilege to serve the citizens of St. Johns County as a member of the St. Augustine Airport Authority Board. However, the cumulative findings of misconduct, ongoing governance failures, and continuing ethical concerns have made it impossible for me to fulfill my duties consistent with Florida law and my obligations to the public. This resignation is effective immediately. My decision to resign is intended to remove any distraction from the Board's work while allowing it to focus squarely on restoring transparency, accountability, and public trust. This letter is provided for inclusion in the public record of the Airport Authority.

Given that three of the four other current Board members were only sworn in this month, and that none of the other current members may be fully aware of the pertinent background, I believe a record of a number of relevant facts is warranted to ensure continuity and understanding of the issues that have led to this decision.

Findings of Criminal Misconduct and Institutional Impact

The recent criminal indictments and resignations of former Board Members Reba Ludlow, Leonard Ross Tucker, and Dennis Clarke have documented serious breaches of public trust. According to the prosecutorial summary dated June 26, 2025, issued by the State Attorney's Office for the Seventh Judicial Circuit of Florida (St. Augustine Division), the three coordinated private meetings in violation of Florida's Sunshine Law to conduct Airport business outside public view. These secret meetings, held with the knowledge and support of Interim Executive Director Courtney Pittman, were used to circumvent public oversight and marginalize dissenting viewpoints.

As pertinent background, in early 2024, I identified information suggesting that then-Executive Director Jaimee Topp may have been violating the terms of his employment agreement with the Airport. I provided that information to then-General Counsel Mr. Blocker for review. Shortly thereafter, I learned that Mr. Topp intended to resign for personal reasons, and the Board never addressed any items related to his employment contract.

Mr. Topp was a known associate of Ludlow and Clarke and an active member of the St

Augustine Airport Pilots Association (SAAPA) prior to becoming interim. The prosecutorial record later established that Mr. Topp had also participated in and facilitated private meetings with Ms. Ludlow and Mr. Clarke in violation of law. After Mr. Topp's departure, Ms. Ludlow and Mr. Clarke—and later Mr. Tucker—targeted me and my business, Modern Aero. According to Mr. Pittman's sworn testimony to the State Attorney's Office, Ms. Ludlow's stated intent was to "run Modern Aero off of the Airport." Mr. Pittman took related actions consistent with this directive. I was also the only Board member to vote against Mr. Pittman's appointment as Interim Executive Director.

According to Mr. Pittman's own testimony to the State Attorney's Office, the three former Board members promised him the permanent Executive Director position in exchange for cooperating in carrying out their agendas, which were far more wide-ranging than just acts against Modern Aero. This testimony indicates that his role was not incidental, but integral, to the scheme described in the prosecutorial findings.

These events, as reflected in the prosecutorial record, reveal a broader pattern of governance failures that have damaged the Airport's reputation and integrity. Notably, the prosecutorial summary also contains the testimony of other witnesses, including Mr. Topp and Mr. Blocker, consistent with Mr. Pittman's testimony.

The Douglas Firm's Resignation and the Criminal Investigation

On February 20, 2025, the Airport's then-general counsel, The Douglas Firm, submitted its resignation letter stating that it possessed knowledge of ongoing unethical and potentially criminal conduct by Ludlow and Clarke that made continued representation untenable. That resignation prompted an investigation by the State Attorney's Office, which subsequently resulted in criminal indictments of Ludlow, Clarke, and Tucker.

The Douglas Firm's withdrawal marked a turning point, revealing the depth of the Airport's governance breakdown. I twice called for an internal investigation into these issues, but both efforts were blocked by the three later-indicted Board members.

When it became clear that the Board would not authorize an independent review, I did what I could within my authority to uncover the facts. I submitted a series of written information requests to Airport staff, expressly identifying that I was requesting the records as a Board member. These requests sought documentation concerning several of the issues outlined in this letter, including for example Mr. Pittman's improper dual employment, evidence of possible illegal meetings, and materials related to the sexual harassment allegations and wrongful termination lawsuit. Despite clear guidance from counsel that Board members are entitled to this information, my requests were ignored for months.

During this time period, Mr. Pittman engaged in conduct that may have compromised the State Attorney's efforts. He released the State Attorney's subpoena to the Airport publicly by attaching

it to an Airport meeting agenda, even though the subpoena itself contained clear confidentiality language. At that meeting, Mr. Pittman refused to answer why he had released the subpoena. Subsequently there was a May 20, 2025 call with Mr. Pittman, Ms. Cindy Laquidera of Akerman (Airport counsel), and myself. I recorded the call with proper notice and the Airport has a copy. On the call Mr. Pittman provided only vague statements that some unnamed person at the State Attorney's Office had requested or strongly implied that he should make the disclosure. That explanation directly conflicted with what I was told by an investigator involved in the case, who confirmed that he was unaware Mr. Pittman had released the subpoena and that he was unaware of anyone on his team that may have suggested or approved such action.

Given the active and ongoing nature of the investigation at the time, I chose not to pursue this inconsistency further to avoid any interference. The investigation has since concluded, and there is now no reason to conceal the circumstances surrounding these events.

Equally concerning, staff later attempted to charge me nearly \$700 merely to search for records relating to Mr. Pittman's proposal for Passero (a major Airport contractor) to assume responsibility for procurement, despite the clear conflict of interest. Mr. Pittman later stated publicly, at the September 8, 2025 workshop, that no such records existed. Yet he was aware of the attempted charge and serves as the Airport's designated Custodian of Records.

Taken together, this pattern of obstruction raises serious questions about Mr. Pittman's management of the Airport's public records obligations and his willingness to interfere with Board oversight going forward.

Mr. Pittman's Salary Misconduct

Mr. Pittman unilaterally increased his own salary from \$120,000 to \$300,000 per year after being appointed Interim Executive Director, without Board approval and contrary to the Airport's governing charter. According to written correspondence from June 5, 2024, then-General Counsel Jeremiah Blocker stated that there was no executed employment contract for Pittman "until the Board makes a final determination" and stating that he would "touch base with Mr. Pittman and have him get further clarification from the Board on his salary during this interim period." Nevertheless, Mr. Pittman directed staff to implement the higher salary and later stated to me, in a September 26, 2025 email, that unnamed "Counsel advised Controller and HR that [the draft employment agreement] was approved and in effect."

At the September 8, 2025 workshop, Mr. Pittman doubled down on this narrative, stating "General Counsel – General Counsel sent it to me saying that you-all agreed. That was the terms [sic] to get me to stay." These were false statements. Mr. Blocker has since confirmed in writing that no such approval was given by him and that he had expressly directed Mr. Pittman to address his salary with the Board. His email clearly stated that the draft agreement was not effective until final Board action. The Akerman firm has also provided written confirmation that they made no such "approvals" to staff.

Mr. Pittman's actions on this matter are also flatly contradicted by his own statement to the Board on November 18, 2024: "And, Madame Chair, for the record, I would just like to say I don't have a contract. I'm not under contract. This is at will."

This conduct raises serious concerns under Florida laws governing misuse of public position, official misconduct, and unlawful compensation, as well as the Airport's charter, which requires compensation to be fixed by Board resolution. These were not isolated procedural lapses but actions that raise serious questions about abuse of public office for personal gain.

Undisclosed and Unapproved Dual Employment

Among other egregious issues is Mr. Pittman's concealment of simultaneous full-time employment as a tower supervisor at the Airport's air traffic control tower for approximately nine months while also drawing a full-time salary as Director of Operations and later Interim Executive Director. This dual employment was never disclosed to or approved by the Board, beyond a statement at the February 12, 2024 meeting that his supervisor role would end by February 27, 2024. At the prior January 8, 2024 meeting, then-interim Topp specifically told the Board that Mr. Pittman would not be allowed to maintain dual employment as Director of Operations at the Airport. I believe the Board was entitled to rely on such representations, which were unfortunately not honored.

Pittman has made numerous claims that this dual employment was known to and approved by the Board. These claims are not credible. The board was told specifically at the February 12, 2024 board meeting that a "new tower manager [would be] starting the end of this month." I was shocked to learn earlier this year that Pittman did not resign from the tower in February 2024. In response to my subsequent direct inquiries, Pittman could not point to any written approval from the Board regarding his dual employment, or even establishing that the Board was aware of such dual employment after February 2024.

On the May 20, 2025 call with Mr. Pittman and Ms. Laquidera, Pittman claimed that the Board knew of the dual employment because former General Counsel called each Board member in early May of 2024 to approve the dual employment as part of him accepting the Interim Executive Director role. Contrary to these claims, *Mr. Blocker has confirmed in writing that both he and his colleague Lisa Miles were present for conversations where it was understood that Mr. Pittman was leaving his job at the tower to be the Interim. Ms. Miles has also provided independent written confirmation consistent with Mr. Blocker.*

I personally was never informed about this dual employment and found out about it after the fact from former Airport employees. I confirmed with former Board member Robert Olson that he also was completely unaware of any dual employment after February 2024 and that it would have been an issue for him as a Board member (this conversation was earlier this year after Mr. Olson left the Board).

Pittman has refused to provide documentation establishing his last date of employment at the tower, only stating to me in an email that his last day at Robinson Aviation was November 15, 2024.

Mr. Pittman's admitted dual employment is deeply troubling from a safety and operational perspective as well as from an integrity perspective. The tower supervisor position is a daytime role, and Mr. Pittman could not be in two places simultaneously. Reduced tower staffing and other Airport operational issues affecting safety and oversight are glaring issues. These failures further demonstrate the systemic lack of accountability that has compromised both governance and public confidence in the Airport's leadership. These issues are serious. I made a motion at the May 19, 2024 meeting that the Board discuss terminating Mr. Pittman. This motion failed, which was not surprising given the then-current makeup of the Board. The current Board has an opportunity to consider this with fresh perspective.

Concerns Regarding Aviation Counsel and Continuing Representation

My concerns about Chad Roberts, the Airport's Aviation Counsel, began well before the recent events. In the fall of 2023, I raised directly with Mr. Roberts on a call that he appeared to be performing administrative and executive functions beyond the scope of his legal engagement. I stated plainly that such conduct was improper and that he should cease interjecting himself into Airport administration. He did not dispute that he was performing non-legal work; to my recollection, he dismissed the concern by saying he was "just helping out."

Although retained to advise solely on aviation law matters, he has charged the Airport in excess of \$190,000. (This undercounts the total, as staff did not provide me all requested invoices). This amount suggests extensive involvement inconsistent with a limited aviation-counsel role, and impinging on legal matters for which the Board had specifically retained General Counsel. Notably, The Douglas Firm was retained on a very reasonable monthly flat rate for a variety of matters, and any matters in that scope 'taken over' by Mr. Roberts resulted in very real additional legal fees to the Airport. I firmly believe that is not what the Board intended, as The Douglas Firm and Roberts engagements were put in place at the same time with these economics and division of duties known and discussed by the Board.

I have often felt as a Board member that Mr. Roberts was functioning as counsel to Mr. Pittman individually, and not to the Airport Authority. Incidents that underscored this concern for me include Mr. Roberts' attendance at a shade meeting in 2024 covering the EEOC complaint related to sexual harassment claims against Mr. Pittman, a topic clearly outside of Mr. Roberts' aviation engagement. To my clear recollection, Roberts actively cut off discussion of potential ongoing liability related to Mr. Pittman. (I would provide a full quote, but staff never provided me the transcript of that shade meeting, which I requested on March 31, 2025.)

Another incident involved Mr. Roberts advising Mr. Pittman to obtain individual representation from a criminal defense attorney, and then later attempting to tell the Board at the March 10, 2025 meeting that "it is in the best interest of the Airport Authority to carry the cost of his

independent counsel.” Essentially, Mr. Roberts was giving the Board procurement advice regarding Mr. Pittman. Mr. Roberts went so far as to state on the record that “I believe Mr. Pittman has the inherent discretion to do this on his own up to the limit of his spending power.” By “this,” Roberts meant he believed Mr. Pittman could simply take Airport funds to pay for his own individual criminal defense attorney without Board approval. Mr. Roberts made no suggestion that the Airport should similarly support any other Airport personnel who might be witnesses in the criminal investigation. This troubled me for two reasons: first, Mr. Robert’s apparent special consideration of Mr. Pittman and lack of concern for any other Airport personnel, and second because Mr. Roberts plainly stated at March 10, 2025 meeting that “My firm does not provide procurement advice.” Yet Mr. Roberts *at the same meeting* gave legal advice to the Board on procuring independent counsel for Mr. Pittman, including stating that Mr. Pittman could simply take Airport funds. This made no sense to me.

Similarly, it has felt to me that Mr. Roberts reactively seeks to quash any suggestion of criticism of Mr. Pittman. Earlier this year, I was contacted by an individual who raised concerns that Airport documents were being destroyed in large quantities. Understanding that this was unsubstantiated, but concerned that Mr. Pittman would not be cooperative in answering fully about any direct inquiries into this, I emailed Mr. Roberts on March 20, 2025. Notably, this was after The Douglas Firm’s resignation so at the time there was no Airport General Counsel. Mr. Roberts responded the very same day essentially denying any improper staff actions. I followed up that day asking for Mr. Roberts to “independently confirm that staff is appropriately trained on public document handling requirements.” I also asked him to confirm if he was not able to advise on this area of law. In his response that same day, Mr. Roberts nonsensically suggested that it was *my* responsibility to confirm and report on this training and that it was “not the professional responsibility of Aviation Counsel.” Mr. Roberts was aware that in the absence of any General Counsel, his refusal to undertake any compliance inquiry on this matter effectively barred effective oversight into Mr. Pittman’s management of staff on public records handling. I sent staff a written inquiry on March 24, 2025 seeking various records pertinent to this inquiry, including asking for relevant training records. Staff’s eventual email response dated September 26, 2025 was that *there were no records on this training*, which suggests that there was no training. Mr. Roberts’ willingness to turn a blind eye and refuse to assist a Board member in a basic compliance oversight matter is astounding. Open questions remain as to whether Airport records have been mishandled and potentially destroyed improperly.

My concerns about Mr. Roberts were only underscored by his behavior at the September 8, 2025 Board workshop:

1. Self-Directed Payments. I questioned Interim Executive Director Courtney Pittman about his ongoing self-directed tuition reimbursement payments, which had never been approved by the Board and for which he had provided no documentation despite direct requests and shifting explanations. When I pressed for documentation establishing Pittman’s entitlement to those Airport funds, Mr. Roberts interrupted to assert, “There’s a document” and “It’s memorialized. We’ve been through this, I think.” Subsequently, on September 26, 2025, Mr. Pittman emailed a June 5, 2024 email from Mr. Blocker to Leslie Willis and cc’ing Mr. Pittman and others, and an unsigned Word

version draft employment agreement. In the September 26, 2025 email Mr. Pittman claimed “While not executed, Counsel advised Controller and HR that [the draft employment contract] was approved and in effect.” The draft document contained a \$300,000 salary and a tuition clause.

This sequence indicates that on September 8th, either that Mr. Roberts spoke without adequate factual basis when intervening on Mr. Pittman’s behalf, or that he had knowingly represented that an unexecuted agreement was effective (a position adverse to the Airport). This is highly alarming given that Mr. Pittman himself acknowledged he had no employment contract in November 2024, and nearly a year later Mr. Roberts has apparently asserted the opposite and attempted to curtail inquiry into this serious matter.

2. Information-request misstatement. I also raised the complete lack of staff responses to my enumerated information requests, then pending for over 150 days. Mr. Roberts interrupted to suggest that my requests were “duplicative” of records sent to Modern Aero. That response was not only outside the scope of his engagement as aviation counsel, it was also incorrect, as General Counsel immediately clarified that any such conflation was not proper. I also confirmed after the meeting that no responses to my requests had been sent to Modern Aero’s counsel. This episode again reflected Mr. Robert’s willingness to intervene in matters of Board oversight in a manner that misleads or obstructs.
3. Misrepresentation of Adversity. Mr. Roberts falsely asserted that “Mrs. Liotta and her company are adverse parties to the Airport,” citing a January 2025 Board meeting in which Modern Aero’s counsel had raised potential litigation. That characterization was both factually inaccurate and deliberately misleading. The January meeting occurred **before** the February 2025 resignation of The Douglas Firm, which triggered the ensuing criminal investigation and exposed the unlawful conduct of three former Board members. Modern Aero’s later lawsuit, filed after the indicted Board member resignations, clearly names those individuals personally for wrongful acts—not the Airport itself. Mr. Roberts is fully aware of this distinction, yet chose to omit it, apparently to bolster his claim of an adverse posture where none exists. His selective framing of events served to distort the record, mislead the Board and the public, and improperly discredit a sitting Board member who at the time was questioning Mr. Pittman on failure to provide factual information. Mr. Roberts made this statement unprompted and without any question from either Board member or staff.
4. Inappropriate Attorney Conduct. Mr. Roberts almost certainly violated ethical rules by ambushing me in my personal capacity as an owner of Modern Aero, a represented party. Mr. Roberts knows Modern Aero is represented. General Counsel had to intervene publicly to stop the exchange. In my view, this was an unmistakable breach of Florida Bar Rule 4-4.2 and wholly inappropriate conduct for Airport counsel.

While his behavior was notably egregious at the September workshop, Mr. Roberts has repeatedly overstepped the proper bounds of outside counsel. At public meetings, he has interjected himself into purely operational matters, such as attempting to influence staffing

decisions and dictate how the Board should decide matters or set policies, often prefacing such remarks with "It is in the Airport's best interest to" This behavior is not only patronizing, I believe it improperly attempts to substitute his judgment for that of the Board.

This conduct is not limited to Board meetings. According to a sworn affidavit from a former Airport administrative staff member, Mr. Pittman would consult Mr. Roberts before making any substantive decision. If accurate, this reflects a de facto delegation of executive authority to outside counsel, inflating costs, blurring accountability, and creating potential ethical conflicts between duties owed to the Authority and Mr. Roberts's apparent influence over operations.

Following The Douglas Firm's resignation in February 2025, I asked Mr. Roberts in writing whether he, like the Douglas firm attorneys, had any knowledge of unethical or illegal conduct that would ethically bar him from continuing representation or render him a fact witness requiring withdrawal. Mr. Roberts declined to respond. That refusal, coupled with his deep operational involvement has raised ongoing concerns.

In sum, Mr. Roberts's pattern of conduct, including excessive billings for work likely outside his aviation-law scope (including non-legal work), false or misleading statements in public meetings, incorrect legal advice, likely ethical misconduct, and persistent intrusion into management matters, suggests that the Authority's financial and legal interests are not fully protected.

Need for Independent Investigation

For more than a year, I have called for a comprehensive independent investigation by the Airport. That call is now more urgent than ever and can be acted upon by the newly constituted Board.

The Board cannot make informed decisions about leadership or future direction without a complete factual record. The goal is not punishment but restoration of integrity. The Airport owes the public a clear accounting of how governance controls failed, how taxpayer funds were spent without lawful authority, and what corrective measures will be implemented. I hope my resignation clears the way for that process to proceed without any perception of conflict.

Mr. Pittman's history with the Airport demonstrates a troubling pattern of misconduct and concealment. Mr. Pittman was at the center of a lawsuit alleging sexual harassment mere weeks after his initial hiring, and subsequent retaliatory termination that the Airport settled after he admitted wrongdoing. The Airport lost a valuable and experienced staff member from this misconduct. Mr. Pittman's actions toward perceived critics, together with his repeated failure to inform the Board of material issues such as his dual employment, his self-directed salary increase, unlawful activity among a subset of former Board members, blatant refusal to cooperate with Board information requests, and other serious matters, reflect a broader pattern of retaliation and concealment.

Mr. Pittman's prior retaliatory conduct may well have had a chilling effect on other employees, contractors, or tenants, discouraging them from reporting misconduct or governance concerns.

Some tenants of the Airport have privately shared that they do not feel comfortable raising any concerns regarding Mr. Pittman for fear of retaliation. Mr. Pittman's documented resistance to providing the Board information is also clear, including refusal to answer direct questions. I believe this history makes it impossible for any reasonable Board to rely on his narratives when evaluating Airport operations. Independent oversight is therefore essential to ensure transparency, accountability, and sound governance.

Although many of the issues described above involve specific conduct, the underlying problem is institutional: the absence of effective oversight, clear policies, and accountability structures that would have prevented such conduct from the outset.

My Decision to Resign

Throughout my tenure, I have fully disclosed my business interests in Modern Aero and recused myself from all matters where conflicts existed. I have acted with transparency and in good faith.

Separately, Modern Aero has pursued appropriate legal remedies against Ludlow, Clarke, and Tucker individually for harm arising from acts outside the scope of their former Airport duties. That matter is distinct from my service on this Board.

I am deeply troubled that the pending litigation between Modern Aero and the individual former Board members now appears to be weaponized by Mr. Pittman and Mr. Roberts to shift focus from legitimate scrutiny of their conduct.

After careful reflection, I have concluded that the most constructive way I can support the Airport at this time is to step aside so the Board can address these issues independently and without perception of conflict.

This decision is not a retreat. It reflects my conviction that the Airport will be best served by a renewed focus on transparency and sound governance.

Confidence in the Current Board and Path Forward

I ran on a platform of good governance, transparency, and accountability. These principles remain essential to the Airport's future. While I was not able to achieve as much progress as I hoped due to persistent resistance to reform, my commitment to those principles has not changed.

The current Board faces the difficult task of restoring trust in an agency whose institutional practices have, at times, fallen short of the standards expected in public service. I am confident

that, with full transparency and the support of an independent investigation, this Board can set a new course.

Much of the information in this letter was pieced together over time through alerts from former employees, following up on inconsistencies, and information uncovered only after months of sustained effort. No Board member should have to be a detective to be fully informed; structural improvements are needed so that the Board can effectively govern going forward.

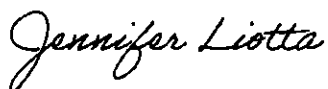
This letter is intended to provide facts and context that may not be readily available to the Board for it to function in its oversight and accountability functions. Mr. Pittman's actions warrant scrutiny, but they also reveal the weaknesses in the Airport's governance framework that enabled such conduct to persist. Addressing both the specific facts and the institutional vulnerabilities that allowed them is essential to restoring integrity and public trust.

The Board is now considering an employment agreement with Mr. Pittman. I urge the Board to ensure that a thorough, independent investigation precedes any such decision. Because no other local or state authority has jurisdiction to intervene, and it is my understanding that not even the Governor can remove Mr. Pittman, the citizens of St. Johns County rely solely on this Board for oversight and accountability of Airport operations.

I recognize that the Board faces difficult decisions amid limited resources and concerns about legal expenses. However, the costs of inaction, both financial and reputational, are far greater. Transparent review and strengthened institutional checks and balances offer the most costeffective path to restoring public trust and ensuring long-term stability.

It has been an honor to serve the citizens of St. Johns County. I remain committed to supporting any effort that restores integrity, safety, and responsible stewardship at the St. Augustine Airport. I can be contacted at my personal email, jliotta.sjc@gmail.com.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jennifer Liotta".

Jennifer Liotta Board
Member

EXHIBIT B

EXHIBIT B

From: Jaime R. Topp <jrt@sgj-airport.com>
Sent: Monday, August 28, 2023 10:50 AM
To: Aviation Attorney
Cc: General Counsel
Subject: Proposed MODERN AERO LEASE v15
Attachments: Proposed MODERN AERO LEASE v15.docx

Chad, here is the redline from Matt for Modern aero, he apologized for the red lines. I haven't reviewed yet, I will do so starting tomorrow as today I am focused on Board meeting tonight. He says it is mainly to address what they feel as "got ya's".

I will have my comments to you by EOD mañana

Thanks

Jaime

Jaime R Topp
Interim Executive Director
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095
jrt@sgj-airport.com

904-209-0090 office
305-987-6076 Cell
904-209-0528 fax

URL: www.flynf.com

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St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095

904-209-0090 Authority Office

HANGAR LEASE and OPERATING AGREEMENT

This HANGAR LEASE and OPERATING AGREEMENT (*hereinafter*, "Agreement" or "Lease") entered into this 1st day of September, 2023, between St. Johns County Airport Authority, hereinafter referred to as "Landlord", and Modern Aero, LLC, hereinafter referred to as "Tenant".

1. LEASE OF HANGAR

In consideration of the Rent (as defined at Section 5) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Hangars identified as areas "A", "B", and portions of "C" located at 4738 Casa Cola Way, as described in Section 2(j) and shown on Exhibit "A" attached hereto (collectively, the "Hangar"). The Hangar is located within the Airport described in Section 2(k). Tenant shall have the use of two (2) tie down locations on the south area ramp with the understanding that all aircraft utilizing this location must be visually intact with no missing pieces or parts and the location of which shall be subject to assignment or adjustment by the Landlord. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use that portion of the Common Areas necessary for ingress and egress to the Hangar, including the area designated in Unit "C" and sterile side ramp access shown on Exhibit "A" attached hereto.

2. DEFINITIONS.

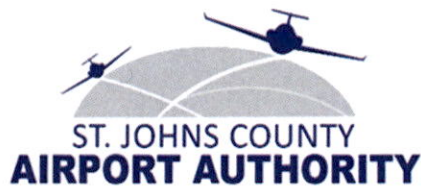
As used in this Lease, the following terms shall have the following meanings:

- a. *Base Rent*: **\$52,179.78** (7,290sf X \$7.16/sf) per year with adjustments per Section 5.
- b. *Monthly Base Rent*: **\$4,348.31** (\$52,179.78 /12) per month plus taxes, utilities, etc., as set forth herein.
- c. *Rent Deferral Period*: **N/A.**
- d. *Security Deposit (Section 7)*: **N/A.**
- e. *Commencement Date*: **September 1, 2023.**
- f. *Expiration Date*: **August 31, 2028** unless otherwise sooner terminated in accordance with the provisions of this Lease.
- g. *Renewal Option*: Tenant may renew this Lease for an additional 5-year term by providing Landlord written notice 90 days in advance of the Expiration Date and provided that the Tenant is not in breach or default on any provision contained herein in which event the Expiration Date shall become July 31, 2033.
- h. *Mailing Addresses*:

TENANT:
Modern Aero, LLC
4738 Casa Cola Way St. Augustine, FL 32095

LANDLORD:
Executive Director
St. Augustine-St. Johns County Airport Authority

B-2



4796 US Highway 1, North St. Augustine, Florida 32095

- i. *Vehicular Parking:* Tenant shall be permitted to park cars on a non-exclusive basis in the area(s) designated by Landlord for parking, provided parking is available and not reserved or dedicated for other use in Landlord's sole discretion. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord shall not unreasonably restrict parking for Tenant or Tenant's customers, including but not limited to restricting such parking in the Airport general parking areas adjacent or near to the Hangar.

- j. *Hangar/Premises:* The leased Hangar/Premises is the hangar unit located within space in the Northeast Florida Regional Airport General Aviation Facility, those certain premises known and described are as follows:

1. Hangar Units: A & B & Part of C (the "Hangar").

2. Two (2) tie down locations on the south area ramp Hangar Address: 4738 Casa Cola Way, St. Augustine, FL 32095.

Unless otherwise specified, this Hangar Lease leases only the specific Hangar Units and not the real property surrounding the Hangar Unit(s).

- k. *Airport:* The Northeast Florida Regional Airport owned, operated and under the jurisdiction of Landlord.

- l. *Common Areas:* the building lobby, common corridors and hallways, parking areas, stairway, elevator and other generally understood public or common areas necessary for ingress and egress of the Hangar. Tenant shall have non-exclusive access to the Common Areas and shall have access to the sterile side ramp. Landlord shall have the absolute right to regulate or restrict the use of the Common Areas.

- m. *Broker(s)*

Landlords: N/A _____

Tenant's: N/A _____

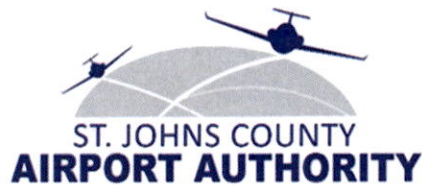
- n. *State:* The State of Florida.

- o. *Tenant's First Adjustment Date:* the first day of the calendar month following the Commencement Date plus 12 months.

- p. *Tenant's Proportionate Share:* 100%. Such share is a fraction, the numerator of which is the Rentable Area of the Building containing the Hangar, and the denominator of which is the Rentable Area of the Hangar, as determined by Landlord from time to time.

- q. *Tenant's Use Clause (Sections 8 and 9):* See Sections 8 and 9.

- r. *Term:* the period commencing on the Commencement Date and expiring at midnight on the Expiration Date. The term is subject to renewal options as defined in subsection (g) of this Section. Early termination rights are described in Section 36.



3. EXHIBITS AND ADDENDA. The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Sketch of Hangar/Premises Exhibit "A"

4. DELIVERY OF POSSESSION.

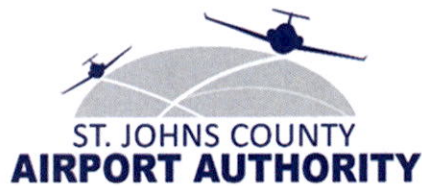
If for any reason Landlord does not deliver possession of the Hangar to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon Tenant may terminate this Lease and be entitled to the return of any and all deposits and rents paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Landlord tenders delivery of keys to Tenant. If Landlord permits Tenant to enter into possession of the Hangar before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent prorated on a per diem basis.

5. RENT.

- a. *Payment of Base Rent.* Tenant agrees to pay the Base Rent for the Hangar. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease. All rent shall be paid to Landlord in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.
- b. *Adjusted Base Rent.* The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2(a) shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date (See Section 2(o).)

Adjustments in rent shall be increased annually in proportion to the increase in the United States Consumer Price Index ("CPI") as maintained by the U. S. Department of Labor (Urban Index-All Consumers, All Items). If this CPI related increase calculation were to change, the rent will be adjusted up or down to accommodate the new policy. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease.

- c. *Definition of Rent.* All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Landlord (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.
- d. *Taxes Payable by Tenant.* In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord for any and all taxes payable by Landlord which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's



equipment, furniture, fixtures and other personal property located in the Hangar, or the cost or value of any leasehold improvements made in or to the Hangar by or for Tenant, other than Hangar Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Hangar or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Hangar; or (e) any other tax assessed by a taxing authority that is upon, measured by or reasonably attributable to the use or existence of the property (either real or personal property,) that is the subject of this lease agreement. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

Payment of taxes herein shall specifically include all sales taxes related to this Lease, all personal property taxes and all real property taxes on the Hangar, if any, as may be increased from time to time by local, state and federal governments.

Sales Taxes: Shall be made monthly with the payment of Base Rent.

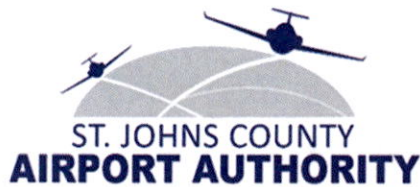
Ad Valorem Taxes: In the event that real and/or personal property taxes are levied against Landlord for some or all of the value of the Land and the Improvements to be constructed thereon, Tenant shall pay to Landlord each month as additional rent a sum equal to 1/12th of the annual taxes attributable to the Land and Improvements as reasonably estimated by Landlord. In the event of a difference between the exact amount of taxes paid and the estimate by Landlord, the excess or deficiency shall be computed in Landlord's calculation of the ensuing year's estimate or, in the event of the last year of the lease term, refunded by Landlord or paid by Tenant within 30 days of the due date of the taxes.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

- a. If specified in Section 2(d), above, Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2(d) upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord, which may be withheld for any or no reason, and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.



- b. If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Section 28 (Default), below. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Hangar, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Hangar, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. RECOGNITION OF FIXED BASED OPERATOR ("FBO") WITHOUT FUEL.

Landlord desires to recognize, and Tenant desires to be recognized, that Tenant will, undertake activity under the Lease of real property, which real property is designated an aviation area on the Airport Layout Plan as approved by the Federal Aviation Administration. And which real property is used for the administration, operation, business offices and activities related specifically thereto in connection with the conduct of an aircraft fixed base operation which provides goods and services to the general aviation public in the promotion of air commerce.

Accordingly, Tenant agrees to comply with the SGJ Minimum Commercial Aviation Operating Standards required to be a Fixed Based Operator without Fuel Sales., Tenant acknowledges and represents that tenant has read and will comply with the Minimum Operating Standards for Fixed Based Operators without Fuel Sales. Tenant agrees that it will provide the following services (defined in the Minimum Operating Standards) in a substantial nature, engaged in full-time and open to the public:

Minimum of 2 Services Must be Initialed:

 X -Aircraft Charters (Through G C Aviation, Inc., FAA Certificate GZXA as of the Effective Date of this Lease. Tenant may satisfy the Minimum Operating Standards through Air Charter with other air carrier entities during the Term of this Lease, including but not limited to air carrier entities in which Tenant has an ownership interest.)

 X -Aircraft Maintenance Service

 X -Aircraft Management

 X - Flight Training

 N/A -Ground support equipment including Aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units and appropriate fire extinguishers.

9. TENANT'S USE OF THE HANGAR.

- a. Tenant's use of the Hangar shall be limited to the following aeronautical uses as described and limited in: Landlord's "Minimum Commercial Aviation Operating Standards" found in Chapter 9, Part VI "Minimum Operating Standards" of Landlord's Lease Policies and Procedures Manual:



1. PART VI; Subpart A.3 – Fixed based Operators without Fuel Sales
2. PART VI; Subpart C – Aircraft Airframe, Engine or Accessory Maintenance & Repair
3. PART VI; Subpart E – Aircraft Leasing and Rental
4. PART VI; Subpart F – Flight Training Facility
5. PART VI; Subpart G – Aircraft Charter and Air Taxi (specific to Certificate above)
6. PART VI; Subpart M – Aircraft Management Services

- b. Tenant shall use the Hangar solely and only for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Hangar in violation of law or any covenant, condition or restriction affecting the Hangar or Airport or the certificate of occupancy issued for the Hangar or Building which the Hangar is a part, and shall, upon notice from Landlord, immediately discontinue any use of the Hangar which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Hangar, impose any duty upon Tenant or Landlord with respect to the Hangar or its use or occupation. A final judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Hangar shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Hangar, the Building which the Hangar is a part, or the Airport and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall not do or permit Tenant's personnel or invitees to do anything to be done in or about the Hangar for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Hangar. Tenant shall not commit or suffer to be committed any waste in or upon the Hangar.
- c. Tenant shall not store hazardous or toxic materials at the Hangar or on any of the Common Area, the related premises or the Airport. This provision does not refer to aircraft fuel and lubricants stored within an aircraft or other chemicals or materials generally used in aircraft maintenance or operations. The storage of fuel in portable containers, regardless of type, shall not be permitted on any of the related premises.
- d. If Aircraft Charter and Air Taxi Operations are conducted under the terms of this Lease and Operation Agreement, Tenant may enplane and deplane passengers through the leased premises or adjoining common areas. Tenant will cause any such passengers to be escorted while in any Security Sensitive Area of the leasehold, will maintain security signage in accordance with Landlord's Airport Security Plan, and will otherwise comply with Landlord's Rules and Regulations, specifically including Landlord's Airport Security Plan.

10. SERVICES AND UTILITIES.

- a. ~~Tenant shall be responsible for the payment of all services and utilities in connection with the Hangar. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any of the services or utilities, (ii) failure to furnish or delay in furnishing any such services or utilities, or by the making of necessary repairs or improvements to the Hangar or Airport, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Hangar or Airport. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services or utilities. If Tenant uses heat generating machines or equipment in the Hangar which affect the temperature otherwise maintained by the~~



~~HVAC system, Tenant shall be responsible for installing supplementary air conditioning units in the Hangar and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Landlord shall be responsible for the normal use or consumption for electricity use, potable water, sewer, or any other utility services. The tenant shall pay for its proportionate share for excessive use of electricity, potable water, sewer and other utility services as reasonably determined by Landlord. Notwithstanding the foregoing, Tenant shall pay for any separately-metered utilities that service only the Hangar.~~

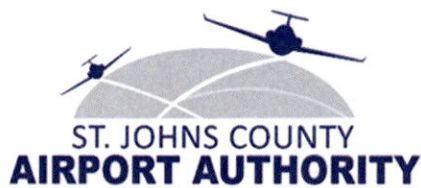
- b. ~~Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Hangar, using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of Hangar, as determined by Landlord. Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Hangar without first procuring the written consent of Landlord, which Landlord may refuse. Tenant may utilize GPUs of any kind and install automotive charging stations at Tenant's expense upon Landlord's written approval and in accordance with this Hangar Lease. Tenant may utilize any GPU or other apparatus that does not exceed the existing capabilities of the electrical outlets, faucets, and valves currently existing at the Hangar or otherwise approved for installation by Landlord during the Term.~~
- e. ~~Landlord shall not be responsible for furnishing any services or utilities to the Hangar other than the Common Areas, including any elevators.~~

11. CONDITION OF THE HANGAR.

- a. Tenant taking possession of the Hangar shall be deemed conclusive evidence that as of the date of taking possession the Hangar is in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord written notice before the Commencement Date and which Landlord agreed in writing to correct. No promise of Landlord to alter, remodel, repair or improve the Hangar or the Common Areas or Airport and no representation, express or implied, respecting any matter or thing relating to the Hangar or this Lease (including, without limitation, the condition of the Hangar) have been made to Tenant by Landlord or its Broker or Sales Agent, if any, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.
- b. Tenant has examined the leased Hangar before entering into this lease and does not rely upon any representation by Landlord as to the condition of the leased Hangar or its suitability for Tenant's purposes.

12. CONSTRUCTION, REPAIRS AND MAINTENANCE.

- a. *Landlord's Obligations.* Landlord shall maintain in good order, condition and repair the roof and structural components of the Hangar, as well as the Common Areas of the Hangar, and any portion of utility infrastructure that services a Common Area. If such maintenance and repairs are necessitated in part or whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or visitors, Tenant shall pay to Landlord upon demand the reasonable cost (or portion thereof equitably allocated to Tenant) of such maintenance and repairs.
- b. *Tenant's Obligations.*



Tenant at Tenant's sole expense shall maintain the Hangar in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, automatic door systems, all interior windows, all plumbing, fire sprinkler systems, mechanical components, HVAC, pipes and fixtures, electrical wiring, switches and fixtures, Hangar furnishings and special items and equipment installed by or at the expense of Tenant. The foregoing shall not limit or replace Landlord's obligations as set forth herein.

Tenant shall be responsible for all repairs and alterations in and to the Premises and Hangar and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Hangar except for repairs and maintenance that is the obligation of the Landlord as set forth herein, (ii) the installation, removal, use or operation of Tenant's Property (including that defined in Section 13) in the Hangar, (iii) the moving of Tenant's Property into or out of the Hangar, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

If Tenant fails to maintain the Hangar in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Hangar. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be promptly billed to Tenant and paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Hangar by Tenant as a result of performing any such work. Any such work performed by Landlord will be diligently prosecuted to completion. Landlord agrees to use its commercially reasonable efforts (except during an emergency) to minimize interference with the use of Tenant's business in the Hangar by Tenant as a result of performing any such repairs. Landlord and Tenant will reasonably cooperate in connection with any such repairs to the Hangar or Common Areas.

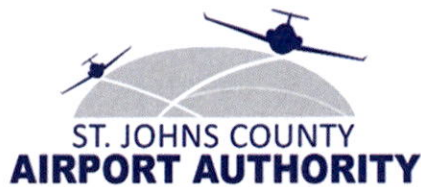
c. Tenant's Operating Obligations:

1. Individuals performing aircraft maintenance services~~Tenant~~ shall be currently licensed or certified as required by the FAA for any services requiring such license or certification. Tenant~~and~~ shall provide a copy of each license or certificate to the Landlord upon request.
2. ~~Aircraft maintenance performed hereunder shall be limited to maintenance performed by Tenant's certified mechanic. Alternatively, maintenance can be provided by a certified mechanic who is operating on the Airport under a valid operating agreement with the Authority.~~
3. ~~Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the minimum operating standards set forth in this category of services in an efficient manner, but never less than one person currently licensed or certificated by the FAA with ratings appropriate to the work being performed.~~
4. ~~Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured.~~
5. ~~Tenant shall continually abide by any companion agreements related to this Lease, including any FBO Lease or Fuel Farm Lease and a breach of any such agreement shall also be a material breach of this Lease.~~



2-5 Reserved.

6. Tenant agrees to abide by the Airport's Minimum Operating Standards and Policies and Procedures as may be amended from time to time.
7. Tenant agrees that operations at the Airport are under the control of Landlord and/or the FAA and Tenant shall abide by and not interfere with any lawful directions or instructions given concerning the Airport.
8. Tenant must operate the facility under the direct management and supervision of Tenant at all times.
9. Tenant may not have live music and amplified music at the Hangar and shall not violate the St. Johns County noise ordinance.
10. Tenant is responsible for the disposal of solid waste and refuse during Lease term. Tenant must comply with system of disposal used on the Airport and must comply with local and state government requirements, including compliance with Airport recycling programs. For the avoidance of doubt, Tenant shall be entitled to utilize Airport dumpsters and receive janitorial services as provided to other commercial tenants of the Airport during the Term, without additional cost to Tenant.
11. Tenant shall not make any improvements to the Hangar unless authorized in writing by Landlord in accordance with this Lease.
12. The Tenant agrees that: (1) 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, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the 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 as said regulations may be amended.
13. FAR Part 135 Charter Service and Air Taxi operations consistent with this Agreement ~~shall~~will obtain and maintain all FAA certificates, licenses, Operational Specifications, or other permissions/waivers required for the scope of this agreement. Tenant may sub-contract with a specific FAR Part 135 Charter Service or Air Taxi operator (specified in Section 8, above) to offer those services provided the FAR Part 135 Charter Service or Air Taxi operator has a current operating agreement with the Landlord.
14. ~~Operator-Tenant~~ shall ~~assure that~~provide a copy of the most current version of the required agreement ~~shall at all times be on file with the~~ request of the Landlord-Airport.
15. For the purpose of assuring continued operation of the Airport, should an aircraft or vehicle owned or operated by ~~the Operator~~Tenant be determined by the Authority to be disabled on a runway, taxiway, taxilane, or common area access to a runway, taxiway, or taxilane and said vehicle or aircraft is likely to remain disabled for a period in excess of twenty (20) minutes and consistent with all other applicable regulations, the Authority shall be empowered, without prejudice or financial



risk, to move or cause the removal and relocation of the vehicle or aircraft to a suitable location outside the Airport movement areas.

16. At all times make "good faith" attempts to reduce the occurrence of over flight impacts of noise and disturbance to residences of St. Johns County relative to Operator's business conduct.
17. Maintain valid contact information with the Authority.
18. Tenant may not assign its interest in this Agreement except as set forth herein. See Section 16.
19. Tenant may not sublet any portion of this Agreement or Premises, except as set forth herein. See Section 16.

d. *Compliance with Law.* Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein. This Lease shall be governed and interpreted according to the laws of the state of Florida. This Lease is subordinate to the provisions of any existing agreement between the Landlord and the United States of America, including of all applicable Grant Assurances made to the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine-St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the state of Florida, the St. Augustine-St. Johns County Airport Authority, including the Minimum Operating Standards.

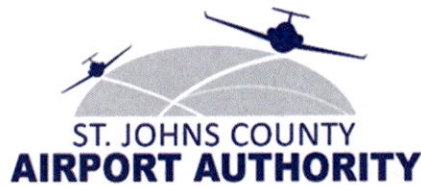
Should all or any term or provision of this Hangar Lease and Operating Agreement be deemed to result in a violation of the Landlord's Grant Assurances made to the United States of America, all of this Hangar Lease or Operating Agreement, or any such term or provision, shall be considered null and void by the Tenant and the Landlord. If any such term or provision is a material term or provision, the entirety of this Hangar Lease and Operating Agreement shall be deemed null and void by the Tenant and Landlord. Landlord shall have no liability for any damages to Tenant arising out of such an occurrence.

e. ~~Reserved Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Hangar in good order, condition and repair.~~

f. *Load and Equipment Limits.* Tenant shall not place a load upon any floor or other structural element of the Hangar which exceeds the load per square foot which such floor or element was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant. Tenant shall not install equipment or machines without complying with this Section. Nor, shall Tenant store an aircraft the weight of which exceeds such structural demands.

g. *Landlord's Hangar Improvements and Maintenance.* Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Hangar or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use or quiet enjoyment of the Hangar.

h. *Notice to Landlord of Tenant Repairs.* Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Hangar's mechanical, electrical, plumbing, HVAC or other systems



serving, located in, or passing through the Hangar so that Landlord is kept fully informed of Tenant's repairs of such items.

i. *Broom Clean.* Upon the expiration or earlier termination of this Lease, Tenant shall return the Hangar to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear, and in a broom clean condition. Any damage to the Hangar, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13 shall be repaired by Tenant at Tenant's expense.

13. ALTERATIONS AND ADDITIONS.

a. Tenant shall not make any additions, alterations, or improvements to the Hangar without obtaining the prior written consent of Landlord. Landlord's consent may be reasonably conditioned on Tenant's removing any such additions, alterations, or improvements upon the expiration of the Term and restoring the Hangar to the same condition as on the date Tenant took possession, not including painting, flooring, or other approved non-structural changes. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. ~~Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.~~

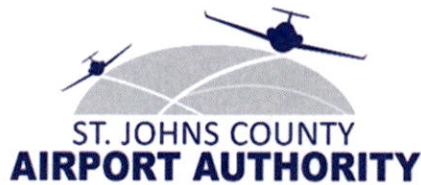
b. Tenant shall pay the costs of any work done on the Hangar and shall keep the Premises and Hangar free and clear of liens of any kind. Tenant shall indemnify, defend against, and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

c. Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Hangar or the Airport, and Landlord shall have the right to enter the Hangar and post such notices at any reasonable time.

d. Reserved. ~~Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Hangar, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section shall relieve Tenant of its obligation under this Agreement to keep the Premises, Hangar and Airport free of all liens.~~

e. Unless their removal is required by Landlord as provided in this Section, all additions, alterations and improvements made to the Hangar shall become the property of Landlord and be surrendered with the Hangar upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Hangar shall remain the property of Tenant and may be removed, subject to the provisions of this Agreement.

f. Tenant shall have no authority to subject the leased Hangar or any part thereof or any interest of Landlord therein, to an construction or other lien, should any construction, or other liens: be filed against the leased Hangar or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) business days.



g. Landlord's property is public property and not subject to construction lien claims under Florida law. Tenant shall provide all contractors, subcontractors, material suppliers, or others who perform work or supply materials notice of this provision.

14. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Hangar at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Hangar, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided for in this Agreement.

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Hangar and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Hangar, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Hangar (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Hangar resulting from such removal.

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Hangar, or (c) disturbing Tenant's use or possession of the Hangar:

- a. To name the Hangar and to change the name or street address of the Hangar.
- b. To install and maintain all signs on the exterior and interior of the Hangar, including ADA signage.
- c. To have pass keys to the Hangar and all doors within the Hangar (any doors found to not be on the Landlord's pass key will be rekeyed by Landlord at Tenant's expense).
- d. At any time during the Term, and without ~~out~~ reasonable prior notice to Tenant, to inspect the Hangar, and to show the Hangar to others having an interest in the Hangar or Landlord, and during the Term, to show the Hangar to prospective tenants or buyers thereof.
- e. To enter the Hangar with reasonable notice for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Hangar (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Hangar or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Hangar or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Hangar during any such entry; and
- f. Access to install and maintain a security camera system to be able to observe the exterior of the Hangar (not interior), Premises and Airport from internet and mobile phone.

16. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Hangar shall be permitted, except as expressly provided in this Agreement.



a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Hangar or any part thereof, or permit the use of the Hangar by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord which may be withheld for any or no reason.

b. Notwithstanding the provisions of paragraph a above, Tenant may ~~not~~ assign this Lease or sublet the Hangar or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sublessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the activities, services, and use of the Hangar under this Agreement remain unchanged.

c. Tenant shall not sublet more than Twenty-Five Percent (25%) of the Hangar. Any such sublease shall be subject to Landlord's approval, which shall not be unreasonably withheld. Any sublessee shall comply with all applicable Airport Minimum Operating Standards applicable to such subtenant's activities, and such activities shall not exceed the Tenant's permitted use under this Lease¹. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may not proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

d. If Tenant assigns the Lease or sublets the Hangar or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of Five Hundred and No/100ths Dollars (\$500.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.

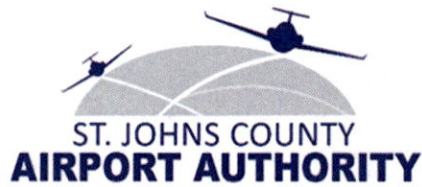
17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Hangar with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to the lesser of either (i) one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term, or (ii) the then-current average rent payable for hangar space of like-kind of the Hangar at the Airport. Such monthly rent shall be payable in advance on or before the first day of each month.

18. SURRENDER OF HANGAR.

a. Tenant shall peaceably surrender the Hangar to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or

¹ It is Modern Aero's understanding that other tenants on the field are currently allowed sub-letting of up to 25% by either written rule or current, long-standing practice. MA asks for parity.



other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Hangar caused by such removal.

b. At the Expiration Date, or if Tenant earlier abandons or surrenders the Hangar, or is dispossessed by process of law or otherwise, if any of Tenant's Property left on the Hangar shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Hangar caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys to the Hangar.

19. DESTRUCTION OR DAMAGE.

a. Casualty. If, at any time after the execution of this Lease, the Hangar, or any portion of the Hangar necessary for Tenant's occupancy is thereof, should be damaged by fire, earthquake, act of God, or destroyed (other than by fault or omission of the Tenant) the following provisions shall govern the rights and obligations of other casualty, or the Hangar reach age of life, Landlord and Tenant:

(1) If such damage or destruction occurs and is to the extent of fifty percent (50%) or more of the then current actual cash value of the Improvements, Landlord or Tenant may elect to terminate this Lease.

b. Nonetheless, if Landlord elects to repair or rebuild the Hangar, upon by giving at least fifteen (15) days written notice to Tenant of its said election to the other party, such notice to be given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall damage or destruction. If neither Landlord nor Tenant shall elect to terminate this Lease, Landlord shall repair, reconstruct or restore the Hangar in accordance with the provisions of subparagraph 19(b)(2), below.

(2) Except as provided in subparagraph 19(a)(1) above, in the event the Hangar, or any portion thereof, should be damaged or destroyed by any casualty insured under any fire and extended coverage insurance policy or policies required on the part of Landlord to be maintained hereunder, this Lease shall nevertheless continue in full force and effect, but (except as otherwise herein provided) and Landlord shall promptly commence and with due diligence complete the repair, reconstruction or restoration of the Hangar so far as practicable to the condition in which the Premises were immediately prior to such damage or destruction. Landlord's obligation under this Paragraph 19(a)(2) however, shall in no event exceed the scope of the work that was done by Landlord in the original construction and improvement of the Hangar.

b. Disclaimer of Insurance Proceeds. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord hereunder.

c. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord is required or elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent shall be proportionately abated during the time the Premise are not useable, in an amount equal to the proportion thereof which the number of square feet or gross floor area in the Hangar rendered untenable thereby to the total number of square feet of gross floor area in the Hangar immediately prior to such damage or destruction. Payment of the full amount of Base Rent and all other charges shall resume upon the completion of such work of repair, reconstruction or restoration.

d. Effect of Termination. In the event this Lease is terminated under any of the provisions of this Paragraph 19, such termination shall become effective at the time and in accordance with the respective provisions herein contained for the termination of this Lease. In the event of such termination, all rentals and other charges on the part of Tenant to be paid hereunder shall be prorated and paid either as of the date of such damage or destruction, or as of the date Tenant ceases doing any business in, upon or from the Hangar, whichever last occurs. If the Hangar or the portion of



~~the Hangar necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Hangar reach age of life, Landlord may terminate this Lease.~~

~~b. ——— Nonetheless, if Landlord elects to repair or rebuild the Hangar, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated during the time the Premise are not useable.~~

~~c. ——— If the Hangar are to be repaired under this Section, Landlord shall repair at its cost any damage to the Hangar. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Hangar or Airport as a result of any damage from fire or other casualty.~~

~~d. ——— This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or Hangar by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.~~

20. AIRPORT OPERATIONS AND IMPROVEMENTS.

a. Landlord reserves the right to make any reasonable repairs, improvements, alterations, additions and deletions to the Hangar, the Common Areas, the Airport and any other related areas or property free from any and all liability to the Tenant for loss of business or property damages during, leading up to, or associated with the repairs, improvements, alterations, additions and deletions. ~~Tenant specifically waives any and all claims at law or in equity that it may have related thereto.~~ Further, Tenant acknowledges that the Hangar is located at an Airport and operation of the Airport may result in noise, smell, odor, inconvenience, security delays and procedures and other matters associated with airport operations, aircraft flight, aircraft support, and aircraft operations.

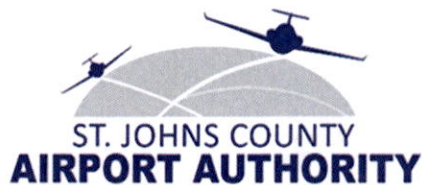
b. It is clearly understood by the Tenant that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport performing any services in its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than ~~to the~~ quiet enjoyment interior space of the Hangar.

d. Landlord reserves the right to further develop or improve the landing area, taxiways, taxilanes, and other facilities of the Airport as it sees fit, regardless of the desires of view of the Tenant, and without interference or hindrance from the Tenant, so so long as such activities do not unreasonably interfere with Tenant's use of the Hangar as set forth herein or unreasonably impact Tenant's right to quiet enjoyment or any other right of Tenant under this Lease. If Landlord's development, repair, or improvements on the Airport substantially impair Tenant's use or quiet enjoyment of the Hangar for more than fifteen (15) consecutive days such that Tenant cannot reasonably perform the uses set forth in this Lease, then Tenant shall have the right, at its sole option, to terminate this Lease without further liability to Landlord.

e. Except for the obligations set forth in this Agreement, Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

f. This Lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Landlord's Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Landlord's Airport.



21. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Hangar, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Hangar; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property of Tenant, its employees, invitees or customers in, on or about the Hangar from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers ~~, or any other person~~ in or about the Hangar, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Hangar, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased Hangar. whether such damage or injury results from conditions arising upon the Hangar or upon other portions of the Hangar or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Hangar.

22. TENANT'S INSURANCE.

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies reasonably acceptable to Landlord and qualified to do business in the State of Florida. Each policy shall name St. Johns County Airport Authority and its respective directors, officers, employees, agents and assigns of each as an additional insureds. Each policy shall contain (i) a cross- liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Hangar, annually, and within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time ~~and from time to time, inspect and/or copy any~~ during the term of this Lease, request copies of insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance or not provide proof of same, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a ~~twenty-five~~ twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Hangar, Landlord, Landlord's Airport and Tenant as required by this Lease.

b. **Property Damage Insurance.** Beginning on the date Tenant is given access to the Hangar for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Section 12 hereof), and (ii) any other personal property from time to time in, on or about the Hangar, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease



following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above shall be paid to Tenant.

c. **Liability Insurance.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Hangar or use, operation or condition of the Hangar. Such insurance at all times shall be in an amount of not less than a combined single limit of Three Million Dollars (\$3,000,000), insuring against any and all liability of the insured with respect to said Hangar or arising out of the use or occupancy thereof.

d. **Aircraft Legal Liability Including Passengers.** Where applicable, Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force Aircraft Legal Liability Including Passengers insurance, adequate to protect Authority against legal liability arising out of Tenant's operation of aircraft. Such insurance at all times shall be in an amount of not less than a combined single limit of Three Million Dollars (\$3,000,000), insuring against any and all liability.

e. **Automobile Liability.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force Automobile Liability insurance, adequate to protect Authority against legal liability for bodily injury and property damage caused by ~~the Tenant's~~ use of an automobile. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000), insuring against any and all liability; and,

f. Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Section. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Section shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5(b) hereof for the adjustment of the Base Rent.

g. Notwithstanding anything in this Lease to the contrary, in no instance shall the terms of this Lease be construed to require Tenant to maintain insurance coverages exceeding coverage requirements set forth in the Airport's then-current minimum operating standards for any of Tenant's operations falling under such minimum operating standard insurance requirements. In the event of a conflict between the insurance requirements set forth in the Airport's minimum operating standards and this Lease, the terms of the minimum operating standards shall govern to the extent of such conflict.

23. WAIVER OF SUBROGATION.

Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord.

24. PARKING AND ACCESS.

Tenant automobile parking for personal vehicles shall be permitted within the Common Area or on the access driveway to the individual hangar unit, or any public parking area. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on or about the taxiways and taxilanes of the Airport. Other parking areas may be provided by Landlord. No on-street parking is permitted except in public parking areas. Vehicle Access to the Hangar area is to be accomplished through gates designated by Landlord. No Hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of air field movement areas is permitted unless those uses are required for the towing of aircraft with the permission of ground movement control or otherwise conform with the Landlord's written operating standards then in force. At all



times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the Airport is a secured facility. Tenant shall abide by any and all lawful, written parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel.

25. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Hangar or Airport, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which shall not be unreasonably withheld or delayed. may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

26. TENANT ESTOPPEL CERTIFICATES.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

27. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Hangar or Airport, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Hangar or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord shall may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

28. DEFAULT.

28.1. *Tenant's Default.* The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Hangar; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) business days after such payment is due and payable without notice thereof; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ten (10) days after written notice thereof from Landlord to Tenant or if the failure



is repeated after a prior notice, such written notice to state with reasonable particularity the alleged breach and to be provided to Tenant within thirty (30) days of Landlord's first knowledge such alleged breach; or

d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or

e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, of if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Hangar or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Hangar or Tenant's Property; or

h. Tenant fails to comply with, fails to abide by or breaches any of Tenant's Operating Obligations as provided for in this Lease, and if such breach continues uncured for 30 days after written notice of such breach from Landlord to Tenant, such notice shall set forth with particularity the nature of the claimed breach and to be provided to Tenant within thirty (30) days of Landlord's first knowledge such alleged breach; or;

i. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs above.

28.2 Tenant's Opportunity to Cure. If Tenant fails to perform any covenant, condition or agreement contained in this Lease, Landlord ~~shall~~may provide written notice of such failure to the Tenant within thirty (30) days of Landlord's first knowledge of such alleged breach, and stating with particularity the nature of the claimed breach. Thereafter, the Tenant shall have thirty (30) calendar days to cure such failure to perform any such covenant, condition, or agreement; provided however, that if such failure to perform poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property, then Landlord may provide notice by any expeditious means and Tenant shall address the failure to perform on an immediate and expeditious basis.

28.3. Remedies. In the event of any such material, uncured Tenant's default or breach by Tenant hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

a. Terminate ~~this Lease and~~ Tenant's right to possession of the Hangar by lawful means, which shall terminate this Lease and Tenant shall immediately surrender possession of the Hangar. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default² including, but not limited to, any costs of recovering possession of the Hangar, necessary renovation and alteration of the Hangar, and reasonable attorney's fees, and costs of reletting including broker or real estate commissions actually paid.

² It is not equitable for Landlord to deprive Tenant of the leasehold while maintaining all Tenant obligations, with no end date or affirmative obligation of Landlord to re-let or otherwise mitigate its damages. With commercial space at the airport in demand, re-letting should be a relatively quick



b. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Hangar. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Hangar is located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Agreement shall bear interest from the date due at the rate of twelve percent (12%) per annum.

d. For the avoidance of doubt, any Tenant property abandoned by Tenant upon any termination of this Lease shall become Landlord's property. Landlord shall reasonably cooperate with Tenant for the removal of Tenant property and third-party property in the Hangar upon any termination of this Agreement. Failure of Landlord to so reasonably cooperate shall waive Landlord's right to possession of such property.

and reenter the Hangar and take possession thereof, and Tenant shall have no further claim to the Hangar or under this Lease; or

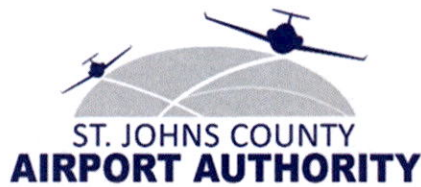
b. Continue this Lease in effect, reenter and occupy the Hangar for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

c. Reenter the Hangar under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Hangar.

If Landlord reenters the Hangar under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Hangar and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Hangar for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Hangar; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Hangar, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus



4. ~~Proximately Caused Damages.~~ Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Hangar, (b) maintaining the Hangar after Tenant's default, (c) preparing the Hangar for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Hangar, including broker's commissions.

~~"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Hangar at the time of the award plus one percent (1%).~~

~~The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.~~

~~In addition to the above remedies, any default by Tenant shall result in all of Tenant's fixtures immediately and automatically becoming the sole and exclusive possessions of Landlord and shall not be removed from the Hangar.~~

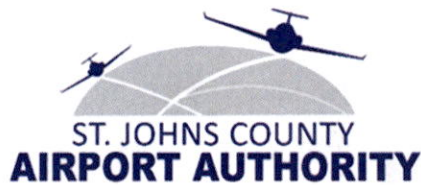
28.4 *Landlord's Default and Opportunity to Cure.* If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant within thirty (30) days of Tenant's first knowledge of such alleged breach, and stating with particularity the nature of the claimed breach specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Tenant may terminate this Lease, or take such action or pursue such remedy as may be permitted under the laws of the State of Florida.³ Tenant shall not have the right to self-help or cure that default at Landlord's expense. Tenant shall not have the right to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

29. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2, above. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason with any broker of any act of Tenant.

30. NOTICES.

³ This provision would give Tenant no protection against constructive eviction actions of Landlord. It would limit Tenant to the Hobson's choice of allowing Landlord's breach or terminating the lease and losing the lease, which could very well terminate Tenant's business.



All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Hangar manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Hangar. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

Tenant:

Modern Aero, LLC
4738 Casa Cola Way
St. Augustine, FL 32095

Landlord:

St. Augustine-St. Johns County Airport Authority
Attn: Executive Director
4796 US Highway 1, North
St. Augustine, Florida 32095

31. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Hangar to effect compliance.

32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Hangar, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

Landlord reserves unto itself, its successors and assigns, for the use of and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property associated with the Leased Hangar along with the right to cause in such airspace noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of such airspace for landing on, taking off from, or operating on the St. Augustine-St. Johns County Airport Authority. Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Hangar which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

33. OBSERVANCE OF LAW.

Tenant shall not use the Hangar or permit anything to be done in or about the Hangar which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Without limiting the foregoing, if there is a conflict between the terms of this Lease and the FAA grant assurances, the grant assurances shall take precedence and govern. Tenant shall, at its sole cost and expense,



promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Hangar, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, pandemic, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Section shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

Landlord shall not be deemed in default with respect to any of the terms, covenants, conditions and provisions of this Lease on Landlord's part to be performed if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees or invitees), mechanical breakdown, repair, servicing or any other cause beyond the reasonable control of Landlord.

35. CURING TENANT'S DEFAULTS.

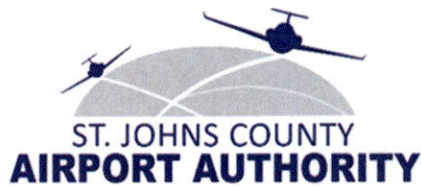
If Tenant defaults in the performance of any of its obligations under this Lease for the maintenance of the Hangar, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor. ~~Should the default related to an unauthorized aircraft being on or in the Hangar, Landlord may remove the aircraft from the Hangar and relocate any such aircraft to another area of the Airport at the sole discretion of the Landlord and charge a market rent for the hangar or paver apron area occupied by such aircraft and lien such aircraft for nonpayment⁴.~~

36. TERMINATION.

Either party to this agreement may at any time terminate this agreement in advance of the expiration date by providing written notification at least ninety (90) days in advance of the proposed cancellation. In the event of early termination, Tenant remains responsible for rent payments for the monthly period(s) in which the proposed cancellation will be effective.

37. MISCELLANEOUS.

⁴ Seizure of property is not necessary and is over-broad, as an 'unauthorized' aircraft on premises would need to be a breach of the Lease to give rise to Landlord remedy. The remedy section allows for notice and cure period, which is appropriate for this breach as much as any other breach. Landlord also already has exigent circumstances rights for any breach that might involve risk to persons. It is also not defined what is meant by 'unauthorized.'



- a. *Accord and Satisfaction. Allocation of Payments.* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda.* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender.* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law.* This Lease shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively the State or Federal court of competent jurisdiction in or closest to Court in St. Johns County, Florida. This provision shall not be construed to limit or foreclose any applicable FAA jurisdiction.
- g. *Consent.* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. *Corporate Authority.* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option.* The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Hangar or any other premises within the Hangar or Airport. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. *Further Assurances.* The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.



l. *Radon Gas Disclosure.* 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.

m. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall survive or be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

n. *Recording.* Tenant shall not record this Lease.

o. *Security.* Landlord makes no implication or guarantees as to the provision of security of the leasehold, except as required by Part 139, for so long as Airport is governed by Part 139. The Tenant is solely responsible for the security of the Hangar. Tenant shall comply with any and all security policies, measures or requirements lawfully established by Landlord or FAA related to the Hangar or Airport.

p. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

q. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

r. *Time of the Essence.* Time is of the essence of this Lease.

s. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Hangar, shall constitute an acceptance of the surrender of the Hangar by Tenant before the expiration of the Term. Only Except for Tenant's rights to terminate this Lease as set forth herein, Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Hangar and accomplish a termination of the Lease, which written acceptance shall not be unreasonably withheld or delayed.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

t. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The parties hereto have executed this Hangar Lease and Operating Agreement as of the dates set forth below.

LANDLORD



Date _____

Landlord: **ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY**

By: _____

TENANT

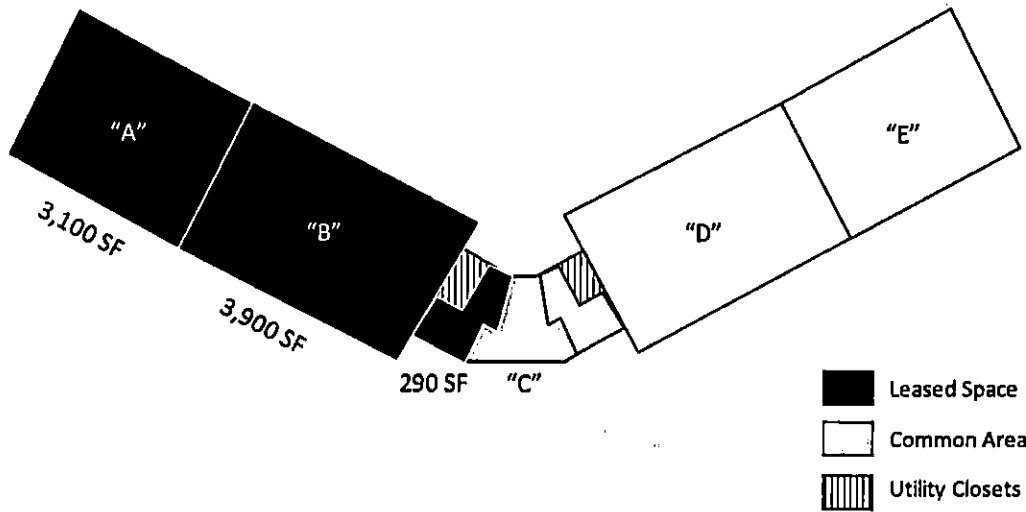
Date: _____

Tenant: **Modern Aero, LLC**

By: _____

EXHIBIT "A"
Hangar Units: A & B & Part of C (the "Hangar")

4738 Casa Cola Way



Main document changes and comments

Page 1: Added **Jennifer Liotta** **8/23/2023 4:31:00 PM**

and sterile side ramp access

Page 2: Added **Jennifer Liotta** **8/23/2023 4:32:00 PM**

Landlord shall not unreasonably restrict parking for Tenant or Tenant's customers, including but not limited to restricting such parking in the Airport general parking areas adjacent or near to the Hangar.

Page 2: Added **Jennifer Liotta** **8/23/2023 4:36:00 PM**

. Tenant shall have non-exclusive access to the Common Areas and shall have access to the sterile side ramp

Page 2: Deleted **Jennifer Liotta** **8/23/2023 4:35:00 PM**

Landlord shall have the absolute right to regulate or restrict the use of the Common Areas

Page 4: Added **Jennifer Liotta** **8/23/2023 4:38:00 PM**

if any,

Page 5: Added **Jennifer Liotta** **8/23/2023 4:38:00 PM**

as of the Effective Date of this Lease. Tenant may satisfy the Minimum Operating Standards through Air Charter with other air carrier entities during the Term of this Lease, including but not limited to air carrier entities in which Tenant has an ownership interest.

Page 6: Added **Jennifer Liotta** **8/23/2023 4:49:00 PM**

final

Page 6: Added **Jennifer Liotta** **8/23/2023 4:50:00 PM**

Tenant's personnel or invitees to do

to be done

Tenant shall be responsible for the payment of all services and utilities in connection with the Hangar. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any of the services or utilities, (ii) failure to furnish or delay in furnishing any such services or utilities, or by the making of necessary repairs or improvements to the Hangar or Airport, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Hangar or Airport. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services or utilities. If Tenant uses heat generating machines or equipment in the Hangar which affect the temperature otherwise maintained by the HVAC system, Tenant shall be responsible for installing supplementary air conditioning units in the Hangar and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord

Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Landlord shall be responsible for the normal use or consumption for electricity use, potable water, sewer, or any other utility services. The tenant shall pay for its proportionate share for excessive use of electricity, potable water, sewer and other utility services as reasonably determined by Landlord. Notwithstanding the foregoing, Tenant shall pay for any separately-metered utilities that service only the Hangar.

Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Hangar, using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of Hangar, as determined by Landlord.

Tenant may utilize any GPU or other apparatus that does not exceed the existing capabilities of the electrical outlets, faucets, and valves currently existing at the Hangar or otherwise approved for installation by Landlord during the Term.

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c. Landlord shall not be responsible for furnishing any services or utilities to the Hangar other than the Common Areas, including any elevators.

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, and any portion of utility infrastructure that services a Common Area

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The foregoing shall not limit or replace Landlord's obligations as set forth herein.

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except for repairs and maintenance that is the obligation of the Landlord as set forth herein

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promptly billed to Tenant and

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Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Hangar by Tenant as a result of performing any such work

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Any such work performed by Landlord will be diligently prosecuted to completion. Landlord agrees to use its commercially reasonable efforts (except during an emergency) to minimize interference with the use of Tenant's business in the Hangar by Tenant as a result of performing any such repairs. Landlord and Tenant will reasonably cooperate in connection with any such repairs to the Hangar or Common Areas.

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Individuals performing aircraft maintenance services

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Tenant

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as required

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. Tenant

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, and

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2. Aircraft maintenance performed hereunder shall be limited to maintenance performed by Tenant's certified mechanic. Alternatively, maintenance can be provided by a certified mechanic who is operating on the Airport under a valid operating agreement with the Authority.
3. Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the minimum operating standards set forth in this category of services in an efficient manner, but never less than one person currently licensed or certificated by the FAA with ratings appropriate to the work being performed.
4. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured.
5. Tenant shall continually abide by any companion agreements related to this Lease, including any FBO Lease or Fuel Farm Lease and a breach of any such agreement shall also be a material breach of this Lease.

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2-5 Reserved.

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lawful

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For the avoidance of doubt, Tenant shall be entitled to utilize Airport dumpsters and receive janitorial services as provided to other commercial tenants of the Airport during the Term, without additional cost to Tenant.

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shall

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will

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Operator

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Tenant

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assure that

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provide

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shall at all times be on file with the

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at the request of the Landlord

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Airport

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the Operator

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Tenant

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except as set forth herein

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, except as set forth herein

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Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Hangar in good order, condition and repair

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or quiet enjoyment

Page 10: Added

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reasonably

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, not including painting, flooring, or other approved non-structural changes

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Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.

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Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Hangar, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section shall relieve Tenant of its obligation under this Agreement to keep the Premises, Hangar and Airport free of all liens.

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business

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out

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reasonable

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with reasonable notice

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Jennifer Liotta

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not

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Jennifer Liotta

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Tenant shall not sublet more than Twenty-Five Percent (25%) of the Hangar. Any such sublease shall be subject to Landlord's approval, which shall not be unreasonably withheld. Any sublessee shall comply with all applicable Airport Minimum Operating Standards applicable to such subtenant's activities, and such activities shall not exceed the Tenant's permitted use under this Lease¹.

¹ It is Modern Aero's understanding that other tenants on the field are currently allowed sub-letting of up to 25% by either written rule or current, long-standing practice. MA asks for parity.

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not

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the lesser of either (i)

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, or (ii) the then-current average rent payable for hangar space of like-kind of the Hangar at the Airport

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At the Expiration Date, or i

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earlier

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or is dispossessed by process of law or otherwise

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if

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Casualty. If, at any time after the execution of this Lease, the Hangar, or any portion of the Hangar necessary for Tenant's occupancy is thereof, should be damaged by fire, earthquake, act of God, or destroyed (other than by fault or omission of the Tenant) the following provisions shall govern the rights and obligations of other casualty, or the Hangar reach age of life, Landlord and Tenant:

(1) If such damage or destruction occurs and is to the extent of fifty percent (50%) or more of the then current actual cash value of the Improvements, Landlord or Tenant may elect to terminate this Lease.

b. Nonetheless, if Landlord elects to repair or rebuild the Hangar, upon by giving at least fifteen (15) days written notice to Tenant of its said election to the other party, such notice to be given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall damage or destruction. If neither Landlord nor Tenant shall elect to terminate this Lease, Landlord shall repair, reconstruct or restore the Hangar in accordance with the provisions of subparagraph 19(b)(2), below.

(2) Except as provided in subparagraph 19(a)(1) above, in the event the Hangar, or any portion thereof, should be damaged or destroyed by any casualty insured under any fire and extended coverage insurance policy or policies required on the part of Landlord to be maintained hereunder, this Lease shall nevertheless continue in full force and effect, but (except as otherwise herein provided) and Landlord shall promptly commence and with due diligence complete the repair, reconstruction or restoration of the Hangar so far as practicable to the condition in which the Premises were immediately prior to such damage or destruction. Landlord's obligation under this Paragraph 19(a)(2) however, shall in no event exceed the scope of the work that was done by Landlord in the original construction and improvement of the Hangar.

b. Disclaimer of Insurance Proceeds. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord hereunder.

c. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord is required or elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent shall be proportionately abated during the time the Premise are not useable, in an amount equal to the proportion thereof which the number of square feet or gross floor area in the Hangar rendered untenable thereby to the total number of square feet of gross floor area in the Hangar immediately prior to such damage or destruction. Payment of the full amount of Base Rent and all other charges shall resume upon the completion of such work of repair, reconstruction or restoration.

d. Effect of Termination. In the event this Lease is terminated under any of the provisions of this Paragraph 19, such termination shall become effective at the time and in accordance with the respective provisions herein contained for the termination of this Lease. In the event of such termination, all rentals and other charges on the part of Tenant to be paid hereunder shall be prorated and paid either as of the date of such damage or destruction, or as of the date Tenant ceases doing any business in, upon or from the Hangar, whichever last occurs.

If the Hangar or the portion of the Hangar necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Hangar reach age of life, Landlord may terminate this Lease.

b. Nonetheless, if Landlord elects to repair or rebuild the Hangar, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated during the time the Premise are not useable.

c. If the Hangar are to be repaired under this Section, Landlord shall repair at its cost any damage to the Hangar. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience

or annoyance arising from any repair or restoration of any portion of the Premises, Hangar or Airport as a result of any damage from fire or other casualty.

d. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or Hangar by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

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reasonable

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property.

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damages during, leading up to, or associated with the repairs, improvements, alterations, additions and deletions. Tenant specifically waives any and all claims at law or in equity that it may have related thereto.

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to

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quiet enjoyment

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interior space

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, so so long as such activities do not unreasonably interfere with Tenant's use of the Hangar as set forth herein or unreasonably impact Tenant's right to quiet enjoyment or any other right of Tenant under this Lease. If Landlord's development, repair, or improvements on the Airport substantially impair Tenant's use or quiet enjoyment of the Hangar for more than fifteen (15) consecutive days such that Tenant cannot reasonably perform the uses set forth in

this Lease, then Tenant shall have the right, at its sole option, to terminate this Lease without further liability to Landlord

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Except for the obligations set forth in this Agreement,

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of Tenant, its employees, invitees or customers

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, or any other person

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reasonably

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and from time to time, inspect and/or copy any

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during the term of this Lease, request copies of

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twenty-

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2

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Where applicable,

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Tenant's

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the

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the

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Tenant's

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g. Notwithstanding anything in this Lease to the contrary, in no instance shall the terms of this Lease be construed to require Tenant to maintain insurance coverages exceeding coverage requirements set forth in the Airport's then-current minimum operating standards for any of Tenant's operations falling under such minimum operating standard insurance requirements. In the event of a conflict between the insurance requirements set forth in the Airport's minimum operating standards and this Lease, the terms of the minimum operating standards shall govern to the extent of such conflict.

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, or any public parking area

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except in public parking areas

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lawful, written

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shall not be unreasonably withheld or delayed.

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may be withheld for any or no reason.

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at Landlord's election be a default under this Lease and shall also

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shall

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may

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business

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or if the failure is repeated after a prior notice

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, such written notice to state with reasonable particularity the alleged breach and to be provided to Tenant within thirty (30) days of Landlord's first knowledge such alleged breach

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, and if such breach continues uncured for 30 days after written notice of such breach from Landlord to Tenant, such notice shall set forth with particularity the nature of the claimed breach and to be provided to Tenant within thirty (30) days of Landlord's first knowledge such alleged breach; or

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shall

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may

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within thirty (30) days of Landlord's first knowledge of such alleged breach, and stating with particularity the nature of the claimed breach

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any such material, uncured

Tenant's

or breach by Tenant

this Lease and

by lawful means, which shall terminate this Lease and Tenant shall immediately surrender possession of the Hangar. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default¹ including, but not limited to, any costs of recovering possession of the Hangar, necessary renovation and alteration of the Hangar, and reasonable attorney's fees, and costs of reletting including broker or real estate commissions actually paid.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Hangar. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Hangar is located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Agreement shall bear interest from the date due at the rate of twelve percent (12%) per annum.

d. For the avoidance of doubt, any Tenant property abandoned by Tenant upon any termination of this Lease shall become Landlord's property. Landlord shall reasonably cooperate with Tenant for the removal of Tenant property and third-party property in the Hangar upon any termination of this Agreement. Failure of Landlord to so reasonably cooperate shall waive Landlord's right to possession of such property.

and reenter the Hangar and take possession thereof, and Tenant shall have no further claim to the Hangar or under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Hangar for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

¹ It is not equitable for Landlord to deprive Tenant of the leasehold while maintaining all Tenant obligations, with no end date or affirmative obligation of Landlord to re-let or otherwise mitigate its damages. With commercial space at the airport in demand, re-letting should be a relatively quick

- c. Reenter the Hangar under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Hangar.

If Landlord reenters the Hangar under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Hangar and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Hangar for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Hangar; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Hangar, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

Past Rent. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus

Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus

Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Hangar, (b) maintaining the Hangar after Tenant's default, (c) preparing the Hangar for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Hangar, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Hangar at the time of the award plus one percent (1 %).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach

hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

In addition to the above remedies, any default by Tenant shall result in all of Tenant's fixtures immediately and automatically becoming the sole and exclusive possessions of Landlord and shall not be removed from the Hangar.

Page 19: Added	Jennifer Liotta	8/23/2023 5:59:00 PM
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within thirty (30) days of Tenant's first knowledge of such alleged breach, and stating with particularity the nature of the claimed breach

Page 19: Deleted	Jennifer Liotta	8/23/2023 6:00:00 PM
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specifying such default

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, or take such action or pursue such remedy as may be permitted under the laws of the State of Florida.¹

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. Tenant shall not have the right to self-help or cure that default at Landlord's expense. Tenant shall not have the right to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein

Page 19: Deleted	Jennifer Liotta	8/23/2023 6:17:00 PM
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by reason

Page 19: Added	Jennifer Liotta	8/23/2023 6:17:00 PM
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with

¹ This provision would give Tenant no protection against constructive eviction actions of Landlord. It would limit Tenant to the Hobson's choice of allowing Landlord's breach or terminating the lease and losing the lease, which could very well terminate Tenant's business.

Page 19: Added	Jennifer Liotta	8/23/2023 6:17:00 PM
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any broker

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of any act of Tenant

Page 20: Added	Jennifer Liotta	8/23/2023 6:25:00 PM
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Without limiting the foregoing, if there is a conflict between the terms of this Lease and the FAA grant assurances, the grant assurances shall take precedence and govern.

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pandemic,

Page 21: Added	Jennifer Liotta	8/23/2023 6:26:00 PM
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for the maintenance of the Hangar

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Should the default related to an unauthorized aircraft being on or in the Hangar, Landlord may remove the aircraft from the Hangar and relocate any such aircraft to another area of the Airport at the sole discretion of the Landlord and charge a market rent for the hangar or paver apron area occupied by such aircraft and lien such aircraft for nonpayment

Page 21: Added	Jennifer Liotta	8/23/2023 6:27:00 PM
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1

¹ Seizure of property is not necessary and is over-broad, as an 'unauthorized' aircraft on premises would need to be a breach of the Lease to give rise to Landlord remedy. The remedy section allows for notice and cure period, which is appropriate for this breach as much as any other breach. Landlord also already has exigent circumstances rights for any breach that might involve risk to persons. It is also not defined what is meant by 'unauthorized.'

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the

Page 21: Added	Jennifer Liotta	8/23/2023 6:31:00 PM
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or Federal court of competent jurisdiction in or closest to

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Court

Page 21: Added	Jennifer Liotta	8/23/2023 6:32:00 PM
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This provision shall not be construed to limit or foreclose any applicable FAA jurisdiction.

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, except as required by Part 139, for so long as Airport is governed by Part 139

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lawfully

Page 23: Added	Jennifer Liotta	8/23/2023 6:35:00 PM
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OnlyExcept for Tenant's rights to terminate this Lease as set forth herein, o

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O

Page 23: Added	Jennifer Liotta	8/23/2023 6:35:00 PM
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, which written acceptance shall not be unreasonably withheld or delayed

Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Page 12: Added

Jennifer Liotta

8/23/2023 6:20:00 PM

¹ It is Modern Aero's understanding that other tenants on the field are currently allowed sub-letting of up to 25% by either written rule or current, long-standing practice. MA asks for parity.

Page 18: Added

Jennifer Liotta

8/23/2023 6:10:00 PM

¹ It is not equitable for Landlord to deprive Tenant of the leasehold while maintaining all Tenant obligations, with no end date or affirmative obligation of Landlord to re-let or otherwise mitigate its damages. With commercial space at the airport in demand, re-letting should be a relatively quick

Page 19: Added

Jennifer Liotta

8/23/2023 6:10:00 PM

¹ This provision would give Tenant no protection against constructive eviction actions of Landlord. It would limit Tenant to the Hobson's choice of allowing Landlord's breach or terminating the lease and losing the lease, which could very well terminate Tenant's business.

Page 21: Added

Jennifer Liotta

8/23/2023 6:27:00 PM

¹ Seizure of property is not necessary and is over-broad, as an 'unauthorized' aircraft on premises would need to be a breach of the Lease to give rise to Landlord remedy. The remedy section allows for notice and cure period, which is appropriate for this breach as much as any other breach. Landlord also already has exigent circumstances rights for any breach that might involve risk to persons. It is also not defined what is meant by 'unauthorized.'

Endnote changes

EXHIBIT C

EXHIBIT C

From: [Michelle Spittler](#)
To: [Marc Ginter](#); [Brandy Cummings](#)
Cc: [Courtney Pittman](#)
Subject: RE: ***Payments Due***
Date: Thursday, August 15, 2024 8:37:00 AM
Attachments: [image001.png](#)
[R07, M13, B11.pdf](#)
[Credit Reconciliation - Modern Aero.xlsx](#)
[03.25.24 - Email to Marc Credit Reconciliation.pdf](#)

Hi Marc,

Thank you for the email. You should not have to spend anymore of your time researching. If you look at the attached scheduled credit statement provided to you in March, it shows the months you were to only receive credits. Once the credits were used your monthly hangar payments should've been paid in full starting in May for R-17 and M-13. Your credit card has not been charged for any billings. The 50/50 split that was approved gave Modern Aero \$7478.22 in credits. If you look at the excel you will see the credit amounts. Modern Aero did not pay for these invoices as the honored credits were applied. May, June, July, and August invoices for hangar R07 and M13 are due in full. The credits were set up on auto and unfortunately Dana departed before May, so the auto credits just continued. The credits are not valid for May through August as you can see on the attached paperwork. Let me know if we can process the payments today via credit card or you may drop a check off. Take care.

Thank You,

Michelle Spittler

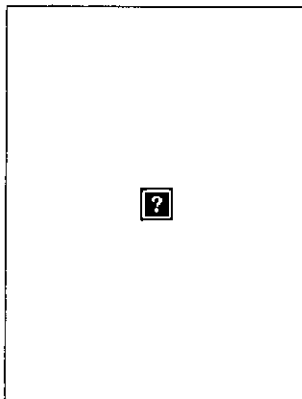
Controller

St. Johns County Airport Authority

4796 US 1 N

St. Augustine, FL 32095

904-209-0090 office



From: Marc Ginter <mginter@modern.aero>

Sent: Wednesday, August 14, 2024 6:02 PM

To: Michelle Spittler <mls@sgj-airport.com>; Brandy Cummings <brandy.cummings@modern.aero>

Cc: Courtney Pittman <ckp@sgj-airport.com>

Subject: Re: ***Payments Due***

WARNING: This email originated from outside of Northeast Florida Regional Airport. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We spent numerous hours and follow up on getting this reimbursement for what was agreed upon with doing the improvements at Casa Cola. After several months and numerous follow up calls, emails and visits I was able to finally get the auto drafts stopped and credits issued.

Now several months later and new staff, you're wanting us to spend more time to go back and verify this again due to the airport authorities lack of follow up and accounting failures.

This should have been a very simple credit that was applied to the account and then charged against until it was used.

This should not be our responsibility to spend time and resources on your errors, etc.

Courtney...you're welcome to give me a call to discuss.

I am not authorizing any extra charges outside of our standard month rents to be charged to our card on file.

Marc

CEO

Modern Aero Aviation

Modern Aero Flight Training

mginter@modern.aero

904-670-7787 - Main

407-721-5569 - Cell

131 Hawkeye View Ln

Ste 3

St Augustine FL 32095

modern.aero



Image removed by sender.



From: Michelle Spittler <mls@sgj-airport.com>

Sent: Wednesday, August 14, 2024 4:06:19 PM

To: Marc Ginter <mginter@modern.aero>

Cc: Courtney Pittman <ckp@sgj-airport.com>

Subject: ***Payments Due***

Hi Marc,

I hope this email finds you well. I have attached invoices, credit reconciliation, and below email strings for your reference. While reconciling and auditing your account I found credits should not have been applied to account R-07 and M-13 for months May-August. It looks like the prior employee had it on auto. After doing research I was able to find emails and documents between Modern Aero and Jaime/Dana. As of today, invoices are due for both hangars. I have also attached past due invoices from months ago for badges. B-11 received credits as well and are now complete. The August invoice for B-11 received a credit and is attached to the invoice. The balance is \$732.04

C-3

and is now past due. All credits going forward have been removed and monthly invoices will be processed on the first of each month. Please let me know how you would like to proceed with invoices attached that are due immediately. Also, please let me know the accounts payable contact for Modern Aero for my records. Call me with any questions. Take care.

Thank You,

Michelle Spittler

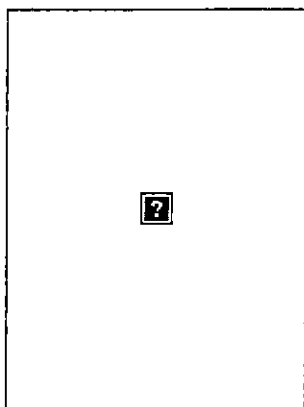
Controller

St. Johns County Airport Authority

4796 US 1 N

St. Augustine, FL 32095

904-209-0090 office



From: Dana Hallman <DYH@sgj-airport.com>

Sent: Monday, March 25, 2024 11:29 AM

To: Marc Ginter <mginter@modern.aero>

Cc: Michelle Spittler <mls@sgj-airport.com>; Chloe Fischbach <cmf@sgj-airport.com>

Subject: Credit Reconciliation

Hey Marc.

I finally got a chance to reconcile the credit agreement that Jaime approved in October 2023.

I have attached a spreadsheet showing the months that you received credit for each of your accounts up to April 2024. (R07, M13 and B11). It also shows future credits for B11 that will end with a \$58.07 credit in August. I removed your monthly automatic payment from Transaction Express on this one. It will start back in August 2024, but you should receive a refund of \$58.07.

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Please let me know if you have any questions.

Thank You,
Dana Hallman
Finance Manager
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095

904-209-0090 office
904-209-0528 fax
904-788-4342 cell

URL: www.flynf.com

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December 2023

COMPANY	ITEMS	PRICE	TOTALS
Geller Lighting Supply	150 Watt UFO LED High Bay 5000		
	K 20421 Lumens 120-277 Volt White Finish	\$ 2,304.00	
	NEMA 6-30/50P Replacement Angle Male Plug	\$ 456.00	
	Install Male plugs	\$ 144.00	
			\$ 2,904.00
InnoTech Pest Control	Inspection Consultation-Initial	\$ 475.00	
			\$ 475.00
InnoTech Pest Control	Monthly-September	\$ 85.00	
			\$ 85.00
LL Flooring	CLX XD Loire Valley Oak 6mm w/pad.Lifetime Warranty	\$ 1,486.90	
(office 1 and 2)	Vinyl Base 1/8" x 4" x 120' Roll Black	\$ 196.00	
	CLX Loire Valley Oak Waterproof RED	\$ 73.35	
	CLX Loire Valley Oak Waterproof TM	\$ 183.38	
	CLX Loire Valley Oak Waterproof EC	\$ 110.03	
	Red Devil PaintersWhite Caulk 10.1ozCtrg	\$ 6.28	
	Bostik Best Adhesive 28oz Ctrg	\$ 71.96	
	Bostik Pressure Sensitive A699	\$ 449.88	
	Trowel U-Notch 1/16 x 1/32 x 1/32	\$ 19.98	
	Bostik Lock A100 COVE-30CTRG	\$ 12.58	
	FLATDELIN75/FLATDELIN75/1450/150	\$ 249.00	
	Pro Install Vinyl Plank Glue Down SqFt	\$ 1,518.15	
	Install Transitions per Opening Each	\$ 160.00	
	Dump Fee	\$ 100.00	
	Install BB Over 5.25"No-Caulk/PaintLinFt	\$ 231.00	
	Taxes	\$ 200.73	
			\$ 5,069.22
LL Flooring	CLX XD Loire Valley Oak 6mm w/pad. Lifetime Warranty	\$ 2,619.78	
(reception area)	Vinyl Base 1/8" x 4" x 120' Roll Black	\$ 39.20	
	FLATDELIN75/FLATDELIN75/1450/150	\$ 249.00	
	Pro Install Vinyl Plank Glue Down SqFt	\$ 2,785.02	
	Install Transitions per Opening Each	\$ 140.00	
	Dump Fee	\$ 100.00	
	Install BB Over 5.25"No-Caulk/PaintLinFt	\$ 275.00	
	Taxes	\$ 215.21	
			\$ 6,423.21
	GRAND TOTAL		\$ 14,956.43

50/50 SPLIT
 APPROVED
 12/31/23
 [Signature]

R07
 M13
 B11 [Signature]

\$7,478.22 each

COMPANY	ITEMS	PRICE	TOTALS
Geller Lighting Supply	150 Watt UFO LED High Bay 5000		
	K 20421 Lumens 120-277 Volt White Finish	\$ 2,304.00	
	NEMA 6-30/50P Replacement Angle Male Plug	\$ 456.00	
	Install Male plugs	\$ 144.00	
			\$ 2,904.00
InnoTech Pest Control	Inspection Consultation-Initial	\$ 475.00	
			\$ 475.00
InnoTech Pest Control	Monthly-September	\$ 85.00	
			\$ 85.00
LL Flooring (office 1 and 2)	CLX XD Loire Valley Oak 6mm w/pad.Lifetime Warranty	\$ 1,486.90	
	Vinyl Base 1/8" x 4" x 120' Roll Black	\$ 196.00	
	CLX Loire Valley Oak Waterproof RED	\$ 73.35	
	CLX Loire Valley Oak Waterproof TM	\$ 183.38	
	CLX Loire Valley Oak Waterproof EC	\$ 110.03	
	Red Devil PaintersWhite Caulk 10.1ozCtrg	\$ 6.28	
	Bostik Best Adhesive 28oz Ctrg	\$ 71.96	
	Bostik Pressure Sensitive A699	\$ 449.88	
	Trowel U-Notch 1/16 x 1/32 x 1/32	\$ 19.98	
	Bostik Lock A100 COVE-30CTRG	\$ 12.58	
	FLATDELIN75/FLATDELIN75/1450/150	\$ 249.00	
	Pro Install Vinyl Plank Glue Down SqFt	\$ 1,518.15	
	Install Transitions per Opening Each	\$ 160.00	
	Dump Fee	\$ 100.00	
	Install BB Over 5.25"No-Caulk/PaintLinFt	\$ 231.00	
	Taxes	\$ 200.73	
			\$ 5,069.22
LL Flooring (reception area)	CLX XD Loire Valley Oak 6mm w/pad. Lifetime Warranty	\$ 2,619.78	
	Vinyl Base 1/8" x 4" x 120' Roll Black	\$ 39.20	
	FLATDELIN75/FLATDELIN75/1450/150	\$ 249.00	
	Pro Install Vinyl Plank Glue Down SqFt	\$ 2,785.02	
	Install Transitions per Opening Each	\$ 140.00	
	Dump Fee	\$ 100.00	
	Install BB Over 5.25"No-Caulk/PaintLinFt	\$ 275.00	
	Taxes	\$ 215.21	
			\$ 6,423.21
	GRAND TOTAL		\$ 14,956.43

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Ph: 410-247-3636 | sales@gellerlighting.com | www.gellerlighting.com

Pro Forma Inv # 734115-0

Customer# : GLS-WEB
 Ordered Date : 08/08/2023
 Terms : PRE-PAID WEB TRANSACTION
 Customer PO :
 Ship Date : 08/02/2023
 Ordered By : BRUCE KREIS
 FOB :
 Ship Attn: BRUCE KREIS
 Ship Via : FEDEX GROUND
 Salesperson : WEB
 Web Order : 733701 Q 0000

Bill to: ** gellerlighting.com web order **

Ship to: MODERN AERO FLIGHT TRAINING
 4738 CASA COLA WAY
 SAINT AUGUSTINE, FL 32095

Phone: (508) 259-8781

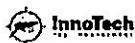
Order Qty	B/O	Item # / GLS Item #	Description	Price Ea	Ext Price	*Disc Ea	Tot Disc	Net Price
24	0	65-794R2 G114277	150 Watt UFO LED High Bay 5000 K 20421 Lumens 120-277 Volt Wh ite Finish	96.00	2,304.00	0.00	0.00	2,304.00
24	24	65351 G120403	NEMA 6-30/50P Replacement Angl e Male Plug	19.00	456.00	0.00	0.00	456.00
24	0	LABOR LABOR	INSTALL MALE PLUGS	6.00	144.00	0.00	0.00	144.00
					SubTotal			2,904.00
					Discounts			0.00
					Total			2,904.00

Payments		
Type	Number	Amount
VISA	-*1881	\$2,904.00

Thank you for your business!

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Amount USD 2,904.00



InnoTech Pest Management
250 Palm Coast Pkwy Suite 607-512
Palm Coast, FL 32137
(386) 246-2218

Attn: Bruce Krels
Modern Aero
4738 Casa Cola Way
St. Augustine, FL 32095

Invoice

4738 Casa Cola Way

INVOICE NO. ACCOUNT NUMBER

8053

INVOICE DATE

08/07/2023

LICENSE

JB298402

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$0.00

Modern Aero (Acct #: [REDACTED])

ITEM	QUANTITY	PRICE	SUBTOTAL
Inspection/Consultation	1	\$475.00	\$475.00

Additional Notes

Taxes \$0.00

Invoice Total \$475.00

Amount Paid \$475.00

Amount Due \$0.00

Invoice Date 08/07/2023

Account # [REDACTED]

Invoice # 8053

LOGIN TO YOUR CUSTOMER PORTAL TO PAY YOUR BILL ONLINE.
For questions regarding this statement, please contact us at
(386) 246-2218 or info@innotechpest.com. If you would like to
setup or manage your payment online, please continue to
<https://innotechpest.FieldPortals.com>.

PLEASE REMIT PAYMENT TO
InnoTech Pest Management
250 Palm Coast Pkwy Suite 607-512
Palm Coast, FL 32137

AMOUNT DUE

\$0.00

DUE DATE

Upon Receipt

REMITTANCE

\$



InnoTech Pest Management
250 Palm Coast Pkwy Suite 607-512
Palm Coast, FL 32137
(386) 246-2218

Attn: Bruce Kreis
Modern Aero
4738 Casa Cola Way
St. Augustine, FL 32095

Invoice

4738 Casa Cola Way

INVOICE NO. ACCOUNT NUMBER

8396

INVOICE DATE

09/05/2023

LICENSE

JB298402

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$0.00

Modern Aero (Acct #:

ITEM	QUANTITY	PRICE	SUBTOTAL
Inspection/Consultation	1	\$85.00	\$85.00

Additional Notes

Taxes	\$0.00
Invoice Total	\$85.00
Amount Paid	\$85.00
Amount Due	\$0.00

Invoice Date **09/05/2023**

Account #

Invoice # **8396**

LOGIN TO YOUR CUSTOMER PORTAL TO PAY YOUR BILL ONLINE.
For questions regarding this statement, please contact us at
(386) 246-2218 or info@innotechpest.com. If you would like to
setup or manage your payment online, please continue to
<https://innotechpest.FieldPortals.com>.

PLEASE REMIT PAYMENT TO
InnoTech Pest Management
250 Palm Coast Pkwy Suite 607-512
Palm Coast, FL 32137

AMOUNT DUE

\$0.00

DUE DATE

Upon Receipt

REMITTANCE

\$

C-10

**LL Flooring®**

LL Flooring, Inc.
 St Augustine FL 1450
 330 Cobblestone Dr
 SAINT AUGUSTINE , FL 32086-516

Phone: (904) 342-6006
 Email: Store450@llflooring.com

Page 1 of 2
 Aug 4, 2023
 4:12:06 PM

Sales Quotation

Sold-To-Party	Information
MODERN AERO BRANDY CUMMINGS 4738 CASA COLA WAY SAINT AUGUSTINE , FL 32095 Phone: (904) 429-5293 Mobile: (904) 429-5293 Email: randbcummings@gmail.com	Quote No. 704228116 PO Reference Hall, Office 1, Office 2 Document Date 08/02/2023 Customer No. XXXXXXXXXX Validity Dates 08/02/2023 to 09/01/2023 Gross Weight: 1278.372 LB
Ship-To-Party	
MODERN AERO 4738 Casa Cola Way SAINT AUGUSTINE , FL 32095 Phone: (904) 429-5293	
Comments	
Quote Comments: This quote is for the Hallway, Office 1 and Office 2.	

PRODUCT	QUANTITY	PRICE	AMOUNT
10048765/RVP6LVO/1037/50	498.96 FT2	2.98 USD	1,486.90 USD
CLX XD Loire Valley Oak 6mm w/pad. Lifetime Warranty	21.00 CAR		
Protect carton corners from damage. Stack boxes flat and no more than eight cartons high. Follow installation instructions for the use of moisture protection and proper installation. Refer to product limited warranty for details.			
10047778/VB4BK120/1450/60	200.00 FT	0.98 USD	196.00 USD
Vinyl Base 1/8" x 4" x 120' Roll Black	1.67 EA		
10050695/ARVP6LVOWPRED/1450/70	15.00 FT	4.89 USD	73.35 USD
CLX Loire Valley Oak Waterproof RED	2.00 PC		
10050698/ARVP6LVOWPTM/1450/80	37.50 FT	4.89 USD	183.38 USD
CLX Loire Valley Oak Waterproof TM	5.00 PC		
10050700/ARVP6LVOWPEC/1450/90	22.50 FT	4.89 USD	110.03 USD
CLX Loire Valley Oak Waterproof EC	3.00 PC		
10054127/REDDVLWPC/1450/100	2.00 EA	3.14 USD	6.28 USD
Red Devil PaintersWhite Caulk 10.1ozCtrg			
10035278/BBA-28CTRG/1450/110	4.00 EA	17.99 USD	71.96 USD
Bostik Best Adhesive 28oz Ctrg			
10054994/LOCKA699PSA/1450/120	2.00 EA	224.94 USD	449.88 USD
Bostik Pressure Sensitive A699	2.00 CAR		
10040184/TRWU1/16X1/32X1/32/1450/130	2.00 EA	9.99 USD	19.98 USD
Trowel U-Notch 1/16 x 1/32 x 1/32			
10054988/A100COVE30OZCTG/1450/140	2.00 EA	6.29 USD	12.58 USD
Bostik Lock A100 COVE-30CTRG			

C-11



LL Flooring

LL Flooring, Inc.
St Augustine FL 1450
330 Cobblestone Dr
SAINT AUGUSTINE , FL 32086-516

Phone: (904) 342-6006
Email: Store450@llflooring.com

Page 2 of 2
4:12:06 PM
Aug 4, 2023

Sales Quotation

Quote No. 704228116

PRODUCT	QUANTITY	PRICE	AMOUNT
FLATDELIN75/FLATDELIN75/1450/150	1.00 ZLD	249.00 USD	249.00 USD

Flat Rate Inside 0-75mi 10K_LBS

INSIDE DELIVERY: 10K LBS or less delivery between 0-75 miles from shipper to customer. Carrier will remove flooring from pallets and bring the cartons into the home and place the product into up to two separate rooms. The carrier will then be responsible for removal of all debris.

INSTALLATION SERVICES	QUANTITY	PRICE	AMOUNT
10043888/IIVGL/1450/10	435.00	3.49 USD	1,518.15 USD
Pro Install Vinyl Plank Glue Down SqFt			
10037734/IMTRA/1450/20	8.00	20.00 USD	160.00 USD
Install Transitions per Opening Each			
10037762/IRDUM/1450/40	1.00	100.00 USD	100.00 USD
Dump Fee			
10037733/IMBAD/1450/41	84.00	2.75 USD	231.00 USD
Install BB Over 5.25"No-Caulk/PaintLinFt			

Items Total: 2,859.34 USD

Installation Total: 2,009.15 USD

Tax (0.000%) on 2,009.15 USD 0.00 USD

Tax (7.500%) on 1,486.90 USD 111.52 USD

Tax (6.500%) on 1,372.44 USD 89.21 USD

Final Amount: 5,069.22 USD

C-12



LL Flooring

LL Flooring, Inc.
St Augustine FL 1450
330 Cobblestone Dr
SAINT AUGUSTINE, FL 32086-516

Phone: (904) 342-6006
Email: Store450@llflooring.com

Page 1 of 2
Aug 4, 2023
4:15:02 PM

Sales Quotation

Sold-To-Party	Information
MODERN AERO BRANDY CUMMINGS 4738 CASA COLA WAY SAINT AUGUSTINE, FL 32095 Phone: (904) 429-5293 Mobile: (904) 429-5293 Email: randbcummings@gmail.com	Quote No. 704231451 PO Reference Lobby Document Date 08/04/2023 Customer No. XXXXXXXXXX Validity Dates 08/04/2023 to 09/03/2023 Gross Weight: 1950.702 LB
Ship-To-Party	
MODERN AERO 4738 CASA COLA WAY SAINT AUGUSTINE, FL 32095 Phone: (904) 429-5293 Mobile: (904) 429-5293 Email: randbcummings@gmail.com	
Comments	
Quote Comments: This is for the Lobby/Reception area.	

PRODUCT	QUANTITY	PRICE	AMOUNT
10048765/RVP6LVO/1037/50 CLX XD Loire Valley Oak 6mm w/pad. Lifetime Warranty Protect carton corners from damage. Stack boxes flat and no more than eight cartons high. Follow installation instructions for the use of moisture protection and proper installation. Refer to product limited warranty for details.	879.12 FT2 37.00 CAR	2.98 USD	2,619.78 USD
10047778/VB4BK120/1450/60 Vinyl Base 1/8" x 4" x 120' Roll Black	40.00 FT 0.33 EA	0.98 USD	39.20 USD
FLATDELIN75/FLATDELIN75/1450/150 Flat Rate Inside 0-75mi 10K_LBS INSIDE DELIVERY: 10K LBS or less delivery between 0-75 miles from shipper to customer. Carrier will remove flooring from pallets and bring the cartons into the home and place the product into up to two separate rooms. The carrier will then be responsible for removal of all debris.	1.00 ZLD	249.00 USD	249.00 USD

INSTALLATION SERVICES	QUANTITY	PRICE	AMOUNT
10043888/IIVGL/1450/10 Pro Install Vinyl Plank Glue Down SqFt	798.00	3.49 USD	2,785.02 USD
10037734/IMTRA/1450/20 Install Transitions per Opening Each	7.00	20.00 USD	140.00 USD
10037762/IRDUM/1450/40 Dump Fee	1.00	100.00 USD	100.00 USD
10037733/IMBAD/1450/41	100.00	2.75 USD	275.00 USD

C - 13



LL Flooring

LL Flooring, Inc.
St Augustine FL 1450
330 Cobblestone Dr
SAINT AUGUSTINE , FL 32086-516

Phone: (904) 342-6006
Email: Store450@llflooring.com

Page 2 of 2
4:15:02 PM
Aug 4, 2023

Sales Quotation

Quote No. 704231451

INSTALLATION SERVICES

QUANTITY

PRICE

AMOUNT

Install BB Over 5.25"No-Caulk/PaintLinFt

Items Total: 2,907.98 USD

Installation Total: 3,300.02 USD

Tax (0.000%) on 3,300.02 USD 0.00 USD

Tax (7.500%) on 2,619.78 USD 196.48 USD

Tax (6.500%) on 288.20 USD 18.73 USD

Final Amount: 6,423.21 USD

Hangar Remod.

Modern Aero

50% Reimb. to tenant.

→ Spread over 5 mos
lease. (credit)

→ Approved by Jaime

SEE ME FOR
EXPENSE CAT.
HANGAR ~~WORK~~
& REPAIRS
OVER 5 MOS

\$ 7,478.22 Total Credit

Began Dec 2023

RO7

\$479.31 Dec
\$479.31 Jan
\$479.31 Feb
\$479.31 Mar
\$479.31 APR

Start Back in May

M13

462.21 Dec
(\$462.21) Jan
(\$462.21) Feb
(\$462.21) Mar
\$476.53 APR

- Removed from
Trans Express
- Applied CM

B11

790.11 Dec
790.11 Jan
790.11 Feb
790.11 Mar

790.11 APR - Removed from
Trans Express
- Applied CM

RO7

Total Refund
As of April 1

\$ 2,396.55

M13

Total Refund
As of April 1

\$ 1,863.16

~~\$2,396.55~~
\$4,259.71

B11

Total Refund
As of April 1

\$ 790.11

7478.22
(4259.71)

\$3218.51
- 790.11 Apr

\$2,428.40

- 790.11 May
- 790.11 June
- 790.11 July

\$58.07

Start back in
August

EXHIBIT D

EXHIBIT D

From: Jaime R. Topp
Sent: Thu, 21 Sep 2023 19:27:00 +0000
To: Matt Liotta
Cc: Marc Ginter; Bruce Kreis
Subject: RE: Breakdown of Legal Expenses Incurred by Modern Aero

Thanks Matt, a bit more than the \$27K you were talking about.

I will work on this and get back to you with next steps.

Jaime

Jaime R Topp
Interim Executive Director
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095
jrt@sgj-airport.com

904-209-0877 Office
305-987-6076 Cell
904-209-0528 fax
URL: www.flynf.com

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-----Original Message-----

From: Matt Liotta <matt.liotta@modern.aero>
Sent: Thursday, September 21, 2023 1:01 PM
To: Jaime R. Topp <jrt@sgj-airport.com>
Cc: Marc Ginter <mginter@modern.aero>; Bruce Kreis <bruce.kreis@modern.aero>
Subject: Breakdown of Legal Expenses Incurred by Modern Aero

WARNING: This email originated from outside of Northeast Florida Regional Airport. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Topp,

I hope this email finds you well. As per your request, I am providing a detailed breakdown of the legal expenses that Modern Aero incurred as a result of the improper actions of the St. Johns Airport Authority.

Here are the details of the fees from our three law firms:

1. Lewis Longman Walker: \$3,182.50
2. Ludwig Hulsey: \$24,331.50
3. Eavenson Fraser & Lunsford: \$35,664.00

Total Legal fees: \$63,178.00

It is essential to note that these costs have placed a significant financial burden on Modern Aero. We appreciate your understanding in this matter and anticipate the Airport Authority will consider an appropriate resolution.

Should you need more comprehensive details or clarity regarding the aforementioned expenses, we are more than willing to assist. However, it is crucial to highlight the considerable volume of past correspondence and board meeting transcripts available that detail the actions of St. Johns Airport Authority's former staff and board members concerning Modern Aero and Mr. Liotta. We genuinely hope that the authority takes the initiative to acquaint itself with its historical actions by reviewing these records. Our aim is to ensure that Modern Aero is not further tasked with the responsibility of elucidating the authority on events and decisions that are within its own purview. Additionally, we trust that the authority will consider seeking accountability from its previous staff regarding their actions.

Thank you for your attention to this matter, and I look forward to your prompt response.

Sincerely,

-Matt



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From: Jaime R. Topp
Sent: Mon, 30 Oct 2023 19:31:43 +0000
To: Matt Liotta
Cc: Aviation Attorney; General Counsel
Subject: Modern Aero

Dear Matt,

You have previously raised an issue with the Airport Authority concerning a claim for payment of certain Attorney's fees previously incurred by Modern Aero.

The Airport Authority has carefully considered Modern Aero's claim for such payment, and has determined that the claim is not meritorious. The Airport Authority is a political subdivision of the State of Florida, and payment of any such claim under the circumstances is inappropriate.

Accordingly, Modern Aero's claim for payment of its past Attorney's fees incurred is denied.

At Modern Aero's election, you may choose to appeal my decision to the Airport Authority's Board of Directors within the next thirty days of today's date.

Any resulting decision by the Airport Authority will constitute final agency action for purposes of any other remedy that Modern Aero may elect to pursue.

Thank you,

Jaime

Jaime R Topp
Interim Executive Director
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095
jrt@sgj-airport.com

904-209-0877 Office
305-987-6076 Cell
904-209-0528 fax
URL: www.flynf.com

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From: Matt Liotta
Sent: Sat, 4 Nov 2023 14:53:36 +0000
To: Jaime R. Topp
Cc: Aviation Attorney; General Counsel
Subject: Re: Modern Aero

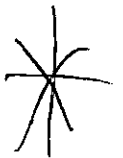
WARNING: This email originated from outside of Northeast Florida Regional Airport. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jaimie,

Thank you for your correspondence regarding the Airport Authority's stance on Modern Aero's request for its reasonable attorney's fees.

Upon receiving your determination that our position was without merit, we have undertaken a thorough review of our position. This review was conducted in consultation with the Aircraft Owners and Pilots Association (AOPA) and the National Business Aviation Association (NBAA) counsel, alongside discussions with staffers from the Federal Aviation Administration (FAA). The insights gained from these consultations have fortified our confidence in the validity of our position.

In light of this, we are not only prepared to appeal the decision within the structure of the Airport Authority but are also convinced that an impartial investigation by the Authority, or alternatively by the FAA, will reveal inconsistencies and errors in the Authority's handling of Modern Aero. We believe such an inquiry would likely result in findings of impropriety associated with the Authority's actions. We have a keen interest in understanding the investigative process undertaken by the Authority to date in regard to Modern Aero, reviewing the evidence it weighed, and examining the legal rationales it employed in reaching the conclusion that our position is without merit.



With respect to this matter, we formally request the initiation of the appeal process. It is our hope that a thorough examination by the Airport Authority's Board of Directors will illuminate the merits of our position and lead to a fair resolution. We hope to avoid initiating a formal dispute resolution process with the FAA and resolving this matter directly with the Authority.

We look forward to your instructions on how we may proceed with the appeal and thank you for your attention to this serious matter.

-Matt

On Oct 30, 2023, at 3:31 PM, Jaime R. Topp <jrt@sgj-airport.com> wrote:

Dear Matt,

You have previously raised an issue with the Airport Authority concerning a claim for payment of certain Attorney's fees previously incurred by Modern Aero.

The Airport Authority has carefully considered Modern Aero's claim for such payment, and has determined that the claim is not meritorious. The Airport Authority is a political subdivision of the State of Florida, and payment of any such claim under the circumstances is inappropriate.

Accordingly, Modern Aero's claim for payment of its past Attorney's fees incurred is denied.

At Modern Aero's election, you may choose to appeal my decision to the Airport Authority's Board of Directors within the next thirty days of today's date.

Any resulting decision by the Airport Authority will constitute final agency action for purposes of any other remedy that Modern Aero may elect to pursue.

Thank you,
Jaime

Jaime R Topp
Interim Executive Director
St. Johns County Airport Authority
4796 US 1 N
St. Augustine, FL 32095
jrt@sgj-airport.com

904-209-0877 Office
305-987-6076 Cell
904-209-0528 fax
URL: www.flynf.com

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EXHIBIT E

EXHIBIT E

Dear Ms. Liotta:

This will acknowledge receipt of your public records request delivered via email on April 3, 2025.

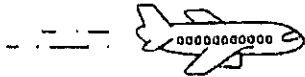
Your public request has been assigned tracking number 2025-16. Please include this tracking number in all future correspondence to me about this public records request.

The airport authority will respond to the public records request within a reasonable time frame, consistent with the scope of the request itself.

Blue Skies,

Linda

Linda M. Santiago
Business Development Manager
St. Johns County Airport Authority
4796 US Highway 1 N.
St. Augustine, FL 32095
lms@sgj-airport.com
(904) 209-0090



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From: Jennifer Liotta <j.liotta@flynf.org>
Sent: Thursday, April 3, 2025 12:10 PM
To: Linda Santiago <lms@sgj-airport.com>

Cc: Aviation Attorney <aviationattny@sgj-airport.com>

Subject: Fw: Urgent: Discrepancies in Records Disposition and Compliance with Retention Schedules

Hello Linda,

I am concerned that my document request to Mr. Pittman below was not passed along to you, as I have not received any email with a tracking number such as I received from you today regarding a separate request for documents. Please see below and confirm that this is being processed.

Regards,

Jennifer Liotta
Board Member
St Johns County Airport Authority

From: Jennifer Liotta <j.liotta@flynf.org>

Sent: Monday, March 24, 2025 3:28 PM

To: Courtney Pittman <ckp@sgj-airport.com>

Subject: Urgent: Discrepancies in Records Disposition and Compliance with Retention Schedules

Mr. Pittman,

I am writing to formally document serious concerns regarding the Airport Authority's recent handling of public records, particularly with regard to records destruction and compliance with Florida's statutory retention requirements.

Upon review of the Records Disposition Document No. "10.1.2023-9.30.2024," which reflects intended destruction of documents during August and September of 2024, I identified numerous discrepancies. These include misclassified records, erroneous or fabricated retention schedule numbers, and incorrect retention timelines. This document was executed during your tenure as Interim Executive Director and reflects activity occurring under your administrative authority.

Documented Discrepancies on Disposition Document No. 10.1.2023-9.30.2024:

1. Litigation Records

- Incorrectly categorized as: GS1-SL #241 (Public Records Requests – Non-Exempt)
- Correct category: GS1-SL #125

- Incorrect retention listed: 5 calendar years
- Correct retention: 5 years after case closed, including appeals

2. Disbursement Records

- Cited under: Non-existent GS1-SL #340
- Correct category: GS1-SL #66
- Retention: 5 fiscal years

3. Accounts Payable

- Cited under: Non-existent GS1-SL #121
- Correct category: GS1-SL #67
- Retention: 5 fiscal years

4. Payroll Supporting Docs – GS1-SL #195

- Incorrect retention listed: 3 calendar years
- Correct: 5 fiscal years

5. Federal Tax Records – GS1-SL #157

- Incorrect retention listed: 4 years
- Correct: 5 fiscal years

6. Policies/Procedures – GS1-SL #186

- Incorrect retention listed: "2 annual years"
- Correct: Retain until obsolete, superseded, or administrative value is lost (OSA)

7. Staff Admin Records – GS1-SL #371

- Retention listed as: "0"
- Correct: OSA

8. Audit Support Docs – GS1-SL #57

- Incorrect retention listed: 3 fiscal years

- Correct: 5 fiscal years after audit report release

These discrepancies suggest that records may have been approved for destruction prematurely and without compliance with Rule 1B-24, Florida Administrative Code, and Chapters 119 and 257, Florida Statutes.

I also note that the documents provided to me by staff do not address whether the Airport Authority has any relevant document retention obligations under FAA or other regulation or connected to FAA contracts (assurances). The Florida guidelines specifically state that other regulatory retention requirements may apply to Florida public entities. ("Agencies must be aware of and comply with any additional retention requirements that may be mandated by federal, state, or local statutes, rules, or regulations; judicial or administrative court orders; audit or investigation requirements; or contractual obligations." Records Schedule for State and Local Government Agencies (GS1-SL) - General Guidance pg. viii).

Request for Records

To ensure a complete and accurate record, I respectfully request that you provide, no later than **April 4, 2025**, the following:

1. The completed Records Disposition Document No. 10.1.2023-9.30.2024, including any drafts or correspondence related to its preparation.
2. Documentation confirming RMLO review and approval of each listed record series.
3. Records showing internal efforts to verify retention classifications prior to submission.
4. Records reflecting any efforts to identify or prevent misclassification or noncompliant destruction.
5. A list of any litigation-related, personnel, or financial records destroyed in the past 24 months, with cited retention schedules.
6. Training records showing that personnel involved in recordkeeping received instruction on GS1-SL use, destruction documentation, and legal compliance.
7. Records reflecting any FAA regulatory or contractually-required retention schedules for Authority documents.
8. Records reflecting whether the documents included in Document No. 10.1.2023-9.30.2024 were original records or copies.

9. Records reflecting, for each category of documents included in Document No. 10.1.2023-9.30.2024, whether the records were destroyed.

10. Records reflecting, for each category of documents included in Document No. 10.1.2023-9.30.2024, the method of destruction.

If any of these records do not exist, please confirm that in your response.

Accountability of Legal and Executive Leadership

As previously documented, I raised public records concerns directly with Mr. Roberts. Rather than offering legal analysis or recommending corrective action, he dismissed these concerns and apparently relied exclusively on internal verbal assurances. He did not acknowledge or respond to the documented discrepancies above, despite being copied on materials that made them plain.

Continued reliance on Mr. Roberts as sole legal counsel in this matter is not, in my view, legally or ethically sustainable. It is now a matter of public record that Mr. Roberts as counsel was alerted to statutory risks and failed to act.

As Interim Executive Director, the responsibility for administrative compliance rests with you. That includes ensuring public records are handled in accordance with state law and that legal advice sought and relied upon is competent and unbiased. Now that you are on notice of these issues, your response—or lack thereof—will reflect directly on your stewardship of the Authority.

Recommended Immediate Actions

While I cannot direct administrative decisions, I strongly urge the following:

- **Immediately retain independent legal counsel** with public records expertise, using your discretionary authority, pending the Board's selection of permanent counsel through the RFQ process.
- **Suspend all document destruction** until a full legal and procedural review is completed.
- **Initiate an internal audit** of records disposition activity for the current and prior fiscal year.
- **Preserve all communications and documentation** related to the preparation and submission of Disposition Document No. 10.1.2023-9.30.2024.

- **Request technical guidance** from the Florida Department of State, Division of Library and Information Services.

These steps are consistent with best practices, risk mitigation, and the public interest.

If you believe any of the information above is inaccurate, or if corrective action has already been taken, I welcome your response in writing.

Sincerely,

Jennifer Liotta

Board Member

St. Johns County Airport Authority

From: Jennifer Liotta <j.liotta@flynf.org>

Sent: Saturday, March 22, 2025 3:28 PM

To: Aviation Attorney <aviationattny@sgj-airport.com>

Cc: Connie Worley <csw@sgj-airport.com>; Roxanne Buonsanto <rlb@sgj-airport.com>; Linda Santiago <lms@sgj-airport.com>; Courtney Pittman <ckp@sgj-airport.com>

Subject: Re: Concerning rumors regarding public document handling and destruction at the airport

Mr. Roberts,

For the benefit of all recipients, I'd like to clarify the intent and context of my original communication, which was sent directly and confidentially to you in your capacity as legal counsel.

My message raised a concern about potential noncompliance with public document handling requirements. I explicitly referred to it as a "rumor" to avoid making any unfounded accusations. My intent was to ensure that the concern—regardless of source—received a reasonable and independent inquiry through the appropriate legal channel.

Because the Executive Director is responsible for records management, and the concern related specifically to that area, it would have been inappropriate to rely solely on Mr. Pittman's own account in responding to the inquiry. Independent verification is necessary to maintain public trust and to ensure that institutional processes are functioning as intended.

It is disappointing that my confidential message was later shared with staff without my consent, as it mischaracterizes my intent and unnecessarily pulls others into what was a legal inquiry. I want to be absolutely clear: I have not accused any staff member of wrongdoing. On the contrary, I have taken steps—both publicly and privately—to ensure that staff are protected if they come forward with concerns.



As you are aware, the Airport has previously settled litigation involving allegations of retaliatory termination after a staff member lodged complaints against Mr. Pittman. That history makes it especially important to take anonymous or confidential staff concerns seriously. It also underscores why I declined to disclose the source of the concern, and why I continue to advocate for appropriate safeguards. Anonymous reports should not be discounted—they are sometimes the only safe option for employees in sensitive environments.

In fact, to ensure staff and former employees can speak freely without fear of retaliation or financial burden, I recently agreed to cover legal expenses for a former employee to provide an affidavit containing allegations regarding Mr. Pittman's conduct. I share this not to escalate tension, but to affirm my belief that protecting staff and encouraging truthfulness are in the public interest.

To any current staff included in this email: If you have legitimate concerns related to document handling, or other matters that you are uncomfortable raising internally, I will support your right to come forward. If legal representation is needed to do so safely, I am willing to help ensure that access is available. No one should have to choose between their job and their integrity. Please feel free to share this email with others.

Regarding your assertion that the Policy Committee is responsible for confirming staff training on public records compliance, I must respectfully disagree. The Policy Committee Charter limits its role to reviewing and recommending policy—it does not extend to operational oversight or management compliance. That responsibility lies with executive leadership. If there is precedent to the contrary, I welcome your providing documentation.

Lastly, given the broader context—ongoing public scrutiny and unrelated allegations of unlawful conduct involving Airport board members Reba Ludlow and Len Tucker — it is not only appropriate, but necessary, to handle all reports of potential misconduct with independence, seriousness, and care.

I remain deeply appreciative of the work our staff does, especially in challenging times, and I am committed to supporting them as we uphold the Airport Authority's obligations to the public.

Sincerely,
Jennifer Liotta
Board Member, St. Johns County Airport Authority

From: Aviation Attorney <aviationattny@sgj-airport.com>

Sent: Saturday, March 22, 2025 8:50 AM

To: Jennifer Liotta <j.liotta@flynf.org>

Cc: Connie Worley <csw@sgj-airport.com>; Roxanne Buonsanto <rlb@sgj-airport.com>; Linda Santiago

<lms@sgi-airport.com>; Courtney Pittman <ckp@sgi-airport.com>

Subject: Re: Concerning rumors regarding public document handling and destruction at the airport

Mrs. Liotta,

Your unwillingness to disclose any actionable information you have concerning the suggestion that paper documents are being improperly destroyed at the Airport Authority is less than helpful. If you have information that there is improper destruction of documents occurring at the Airport Authority, I believe you have a fiduciary duty to come forward with that information so that it can be acted upon. Continuing unwillingness to do so puts the Airport Authority at risk that any such improper conduct may be recurring.

Alternatively, if, in fact, you do not actually have any such information, it is irresponsible and destructive for a Board Member to raise concerns of serious wrongdoing based upon what you characterize below as "rumors." Your words matter, and in this case, your words appear to have done nothing more than to hurt innocent staff members who work tirelessly for the Airport Authority and who care deeply about their integrity.

Based upon the seriousness of your concerns, inquiries have been made. The Airport Authority building is small, and the administrative employees all work in close proximity to one another. Copied here are the persons that would likely have first-hand knowledge if "large amounts of paper documents [were] being emptied out of admin back storage areas" and shredded. Not only do they report that they are unaware of any such activity, they do not even have a plausible explanation for any activity that could even be mis-construed as such. They deserve better than to have anyone in a position of governance cite only to "extremely concerning rumors" to make profoundly serious suggestions concerning the improper conduct of staff. If you truly believed the rumors to be "extremely concerning," then it would be appropriate for you to come forward with the facts that can be investigated.

I have reviewed Mr. Pittman's comments in the transcript concerning documents stored on the S-drive. Those comments addressed to the difficulty of *locating* certain documents stored on a prior employee's share drive folder in a timely manner, not the loss or destruction of any documents.

As far as independently confirming and reporting at the next Board Meeting "that staff is appropriately trained on public document handling requirements," the responsibility for that independent confirmation and reporting would reside with the Chairman of the Airport Authority's Sub-Committee on Policy (Liotta, J.), working with the Interim Executive Director. It is not the professional responsibility of Aviation Counsel.

To assist you with that confirmation and reporting to the Board on the Policy Sub-Committee's work over the past two years, staff is providing you with the following documents and policies they rely upon for public document handling. They are: 1) the Airport Authority's Records Disposition Forms for the last 8 years; 2) General Records Schedule GS1-SL for State and Local Government Agencies; 3) Managing Florida's Public Records; and 4) correspondence between the Airport Authority's Records Manager (Buonsanto, R.) and The Florida Department of State, Bureau of Archives and Records Management (September, 2023).

At this point, if you have an interest in contributing in a constructive way to the Airport Authority's Information Governance efforts, document handling, or document disposition activities, please work with Mr. Pittman directly.

Best Regards, Roberts

CHAD S. ROBERTS

Attorney

AviationAttny@sgi-airport.com | +1.305.240.5148

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Key Words: privilege privileged attorney client work product confidential Chapter 119 Exempt

From: Jennifer Liotta

Sent: Thursday, March 20, 2025 7:09 PM

To: Aviation Attorney

Subject: Fw: Concerning rumors regarding public document handling and destruction at the airport

Mr. Roberts,

Additional to the below, I would like you to independently confirm that staff is appropriately trained on public document handling requirements. Please do so by response to this email. Further, I believe such a confirmation would be helpful at the next public meeting. Given Pittman's S drive comments and these rumors, there is clearly a lack of confidence that the Airport is properly administering its public records obligations.

If you are not able to advise on this area of law, please confirm so immediately.

I decline to provide the source of the information, as I remain HIGHLY concerned that reporting individuals may be subjected to retaliation given that we have no independent investigation into current allegations of wrongdoing. Given this, I caution you not to brush off even anonymous reports of additional potential wrongdoing, insist on 'when who where' detail, or simply take Pittman's word for anything related to potential malfeasance without independent verification. I would like confirmation from you that you have made an independent, reasonable inquiry into this.

Jennifer Liotta
Board member, St Johns County Airport Authority

From: Jennifer Liotta <j.liotta@flynf.org>
Sent: Thursday, March 20, 2025 6:52 PM
To: Aviation Attorney <aviationattny@sgi-airport.com>
Cc: Courtney Pittman <ckp@sgi-airport.com>; Linda Santiago <lms@sgi-airport.com>
Subject: Re: Concerning rumors regarding public document handling and destruction at the airport

This rumor does not involve shredding a handful of documents at the front desk. It involves large amounts of paper documents being emptied out of admin back storage areas.

At the next board meeting, I would like staff to go on record confirming that all documents are accounted for and properly stored, and ONLY destroyed after confirming that all applicable legal retention periods have been met.

I have already alerted Mr. Pittman of a similar request given his statement at the last board meeting that he didn't know if public records were being properly maintained. Those comments were in relation to the S drive, but handling of paper documents is equally important.

Let's work to restore public trust on this issue.

From: Aviation Attorney <aviationattny@sgi-airport.com>
Sent: Thursday, March 20, 2025 6:28 PM

To: Jennifer Liotta <j.liotta@flynf.org>

Cc: Courtney Pittman <ckp@sgj-airport.com>; Linda Santiago <lms@sgj-airport.com>

Subject: Re: Concerning rumors regarding public document handling and destruction at the airport

So as an initial follow up, Courtney stopped what he was doing and investigated this with me on the phone. As you know, the Administration building is small and the handful of folks who work there all work in close proximity to one another. There is a paper shredder located at the receptionist's desk in the front public lobby. From time to time the receptionist is given things to shred such as: 1) security badge applications with personal information that have scanned into the share drive; 2) cancelled checks; 3) older versions of working documents printed from the accounting software or the share drive after a current version has been printed, etc. It would be difficult for any person or persons in the Administration building to be shredding "large quantities" of paper documents for some improper purpose without being observed by numerous people. If you have specific information like dates or times to look into further, please share that, but at present it would appear most likely that persons in the public lobby may have observed the receptionist shredding documents in the routine course of business.

Regards, Roberts

From: Aviation Attorney

Sent: Thursday, March 20, 2025 4:56 PM

To: Jennifer Liotta

Cc: Courtney Pittman; Linda Santiago

Subject: Re: Concerning rumors regarding public document handling and destruction at the airport

I am not aware of any such thing but will make inquiries.

CHAD S. ROBERTS

Attorney

AviationAttny@sgj-airport.com | +1.305.240.5148

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Key Words: privilege privileged attorney client work product confidential Chapter 119 Exempt

From: Jennifer Liotta

Sent: Thursday, March 20, 2025 4:54 PM

To: Aviation Attorney

Subject: Concerning rumors regarding public document handling and destruction at the airport

Mr. Roberts,

I have heard extremely concerning rumors regarding documents being shredded at the airport administration building - and in large quantities. I'm requesting an immediate inquiry into this and report back on what, if anything, has been disposed and confirmation that Pittman is following legal requirements for document preservation and handling.

All of this is extremely concerning given Mr. Pittman's statement at the last meeting that the airport records were not well maintained.

Jennifer Liotta