ST. AUGUSTINE AIRPORT

BOARD MEETING AGENDA

August 12, 2026



Info@SGJ-Airport.com

www.sa-airport.com

St. Johns County Airport Authority

Board Meeting Agenda

St. Augustine Airport (UST/KSGJ)

Airport Conference Center, Wednesday, August 12, 2026, 11:00 AM

- **Call to Order**
- **Pledge of Allegiance**
- **Roll Call**
- **Minutes Approval**
    - July 15, 2026 - Board Meeting
- **Agenda Approval**
- **Business Partner Updates**
- **Public Comments – General**
    - Three minutes per speaker at the discretion of the Chair
    - Address matters that reasonably may need the attention of the Authority
    - No personal, impertinent, or slanderous remarks or boisterous behavior
    - Address Authority as a body, not individual members or staff
    - Refrain from making a demand for an immediate response from the Authority

St. Johns County Airport Authority

Board Meeting Agenda

St. Augustine Airport (UST/KSGJ)

Airport Conference Center, Wednesday, August 12, 2026, 11:00 AM

Agenda Items:

- **Unfinished Business**
    - Financial Audit Presentation – Cherry Bekaert
    - 151 Gun Club Road
    - Self-Serve Fuel Tanks

- **New Business**
    - Volato Casa Cola Lease

- **Staff Reports**
    - Mr. Courtney Pittman, Executive Director
        - Financial Report
        - Self-Serve Fuel Update
        - Airport Projects Update
    - Chris Walker, General Counsel/ Jeffrey Kempf, Deputy General Counsel
    - Chad Roberts, Aviation Counsel
        - Self-Fueling Discussion

St. Johns County Airport Authority

Board Meeting Agenda

St. Augustine Airport (UST/KSGJ)

Airport Conference Center, Wednesday, August 12, 2026, 11:00 AM

- **Board Member Comments and Reports**
  - Mr. Nick Primrose, Chairman
  - Mr. Mario Dipola, Vice Chair
  - Ms. Michelle Cash-Chapman, Secretary/Treasurer
  - Mr. Jerry Dedge
  - Mr. Daniel Bean

- **Next meetings**
  - First Public Hearing, Budget FY 26-27, Wednesday, 9 September 2026, 8AM, Airport Conference Center
  - Regular Board Meeting, Wednesday, 9 September 2026, 11:00AM, Airport Conference Center
  - Second Public Hearing, Budget FY 26-27, Date TBD

- **Adjournment**

St. Johns County Airport Authority

Briefing Memorandum

To: Board of Directors

From: Courtney Pittman, Executive Director

Date: August 12, 2026

Subject: 151 Gun Club Road – Lease Ratification

Overview

This memorandum presents options for the future disposition and management of the property located at 151 Gun Club Road. Staff is requesting Board direction regarding the preferred course of action.

I. Purpose

To obtain Board direction on the future disposition of the property located at 151 Gun Club Road, including consideration of staff's recommendation to ratify the existing lease through June 1, 2029.

II. Background

At the July board meeting, three options were discussed. Staff recommend ratify the existing lease under the existing terms.

Requested Board Action

Approve and note on the existing lease under the current terms.

Next Steps

Upon Board approval, staff will continue administration of the existing lease through its expiration date and coordinate with legal counsel on any actions necessary to implement the Board's direction.

Recommendation

Staff recommends the Board approve Option 3 and ratify the existing lease through June 1, 2029.

Joseph A. White
jwhite@friedbonder.com

August 4, 2026

<u>VIA FEDERAL EXPRESS AND ELECTRONIC MAIL</u>
Nick Primrose, Chair [nap@flynf.org]
Mario Dipola, Vice Chair [mad@flynf.org]
Michelle Cash-Chapman, Secretary/Treasurer [mchapman@flynf.org]
Jerry Dedge, Member [ghd@flynf.org]
Daniel Bean, Member [dkb@flynf.org]
St. Augustine – St. Johns County Airport Authority
4796 US Highway 1 North
St. Augustine, Florida 32095

Re: Notice in Advance of the Board's August 12, 2026 Meeting

Dear Members of the Board:

As you know, this firm represents Volato, Inc. ("Volato"). We write in advance of the Board's August 12, 2026 meeting. As we understand it, pursuant to the direction given at the meetings of May 13, 2026, and July 15, 2026, the Board may take up at the August 12th meeting what has been described as a "ratification" and restatement of the Infinity Aviation and Old City Jets leases. As of the date of this letter, the Authority has not posted an agenda for the August 12th meeting. Volato therefore does not know which matters the Board will in fact take up at that meeting and, thus, relies on the Board's stated direction at the May 13th and July 15th meetings. If the August 12th agenda does not reach a particular premises addressed below, this letter stands as notice for whenever the Board takes up that premises.

Volato takes no position on how the Board should vote on the Infinity Aviation and Old City Jets leases. However, because the contemplated actions have been described as potential "ratifications," Volato considers it imperative that, when the Board votes, it do so with full knowledge of all facts material to the issues before it. Indeed, for a ratification to be effective, the law demands as much. *See Branford State Bank v. Howell Co.*, 88 Fla. 493, 495 (1924) ("No rule of law is better settled than this: That the ratification of the act of an agent previously unauthorized must, in order to bind the principal, *be with full knowledge of all the material facts; [i]f the material facts be either suppressed or unknown, the ratification is invalid because founded on mistake or fraud.*") (emphasis added); *ABC Salvage, Inc. v. Bank of Am., N.A.*, 305 So. 3d 725, 729 (Fla. Dist. Ct. App. 2020) ("Ratification cannot occur *unless the principal has 'full knowledge of all material facts and circumstances relating to the unauthorized act or transaction at the time of the ratification.'*") (emphasis added); *see generally* Restatement (Third) of Agency § 4.06. A vote taken in disregard of the material facts – including, in this instance, who the tenant of record is (or whether one exists at all); what use the lease permits; whether any operating agreement is in force; whether the leasehold taxes on the premises have been paid, etc. – will be vulnerable to the objection that any purported ratification is legally ineffective.

Thus, the purpose of this letter is to provide the Board with certain material facts that do not appear to have been previously brought to its attention. These facts are all readily verifiable, as they are drawn from the Authority's own executed instruments and the public records of St. Johns County. Volato asks that the Board, in accordance with its duties, address these facts, on the public record, before it takes any vote on the Infinity Aviation or Old City Jets leases. *See* Art. II, § 8, Fla. Const.; Section 286.011, Florida Statutes.

<u>PART I — 151 GUN CLUB ROAD: THE NAMED TENANT DISSOLVED IN 2012</u>

1. **The tenant named on the lease dissolved in January 2012.**

As you know, the Board's directions of May 13th and July 15th addressed the leaseholds at 151 Gun Club Road. As to that premises, there is no tenant nor any lease instrument capable of "ratification."

The lease for 151 Gun Club Road is the Hangar Lease dated April 16, 2004. The named tenant on that lease is Infinity Aviation, Inc. ("Infinity, Inc."), a Florida profit corporation, document number P98000046434.

- The 2004 Hangar Lease in favor of Infinity, Inc. commenced on June 1, 2004 and ran for a term of 240 months. It therefore expired by its terms on or about May 31, 2024, more than two years ago.
- On January 12, 2012, during the term of the 2004 Hangar Lease, Infinity, Inc. filed Articles of Dissolution with the Florida Department of State under Fla. Stat. § 607.1403. The Articles stated that the corporation's shareholders authorized dissolution on December 31, 2011. The corporation's President, Alan J. Green, signed the Articles, a copy of which are attached as Exhibit "A." The Department of State's records currently list the corporation's status as "inactive."
- Under Section 607.1405, Florida Statutes, a dissolved corporation continues only for the purpose of winding up its affairs and liquidating its assets. It may not carry on business as a going concern, and it cannot take on new leasehold rights. *See, e.g., Allied Roofing Indus., Inc. v. Venegas*, 862 So. 2d 6, 8 (Fla. Dist. Ct. App. 2003) ("Under current Florida law, administratively dissolved corporations continue their corporate existence after dissolution, *but may not carry on any business except that necessary to notify claimants and to wind up and liquidate business by collecting assets, disposing of properties, discharging liabilities and taking related actions* . . .") (emphasis added). Thus, Infinity, Inc., the listed tenant on the 2004 Hangar Lease, lacks the legal capacity to enter into a lease extension – or a lease agreement of any kind.
- Infinity Aviation, LLC ("Infinity, LLC") — Florida document L14000094577 — is an entirely separate legal entity from Infinity, Inc. Infinity, LLC was not organized until June 12, 2014, two years and five months after Infinity, Inc. filed its Articles of Dissolution. Infinity, LLC is a distinct legal entity from Infinity, Inc., as the Authority's own counsel acknowledged on the record during the Board's May 13, 2026 meeting.

2. **What is proposed for these premises is not a "ratification" at all. It is a new lease.**

Based on the records available to Volato, it does not appear that there has ever been a lease between the Authority and Infinity, LLC. Nor does there appear to be any assignment of – or Authority approval of any assignment of – Infinity, Inc.'s lease to Infinity, LLC. In sum, nothing in any record available to Volato shows that Infinity, LLC has *ever* held a leasehold interest granted by this Authority.

That being the case, there is no previously granted leasehold interest, or any extension of such interest, for the Board to "ratify." A principal may ratify an unauthorized act that an agent previously undertook. *See Kumar Corp. v. Nopal Lines, Ltd.*, 462 So. 2d 1178, 1185 (Fla. Dist. Ct. App. 1985) ("It is a fundamental proposition of the law of agency that a principal may subsequently ratify its agent's act, even if originally unauthorized, and such ratification relates back and supplies the original authority."). A principal cannot, however, ratify an action that was never undertaken. Here, by voting in favor of an "amended and restated lease" for Infinity, LLC, the Board would not be "ratifying" a prior unauthorized agreement; it would be granting a new lease to a new tenant with whom no prior agreement exists.

3. **The Authority must follow its own Lease Policy – which it has heretofore disregarded.**

Section 8.2 of the Lease Policy provides that "proposed leases of property and any modifications thereto shall be subject to approval of a majority vote of the Authority." The Executive Director's authority to act without such a vote is limited to two, and only two, circumstances: (1) leases of T-hangars, box hangars and tie-downs; and (2) leases "of 2500 sq. ft. or smaller at prevailing market rates."

The corporate hangar at 151 Gun Club Road is not a T-hangar, a box hangar, or a tie-down. Nor is it an aviation office space of 2,500 square feet or smaller. It thus falls outside both exceptions to the majority vote requirement. Accordingly, the Executive Director lacks authority under the Lease Policy to execute, extend, or modify the lease without a Board vote — which is what the Authority's own counsel explained to the Board on May 13, 2026. (The same is true of East Corporate 8 and 9, as discussed in Part II, below.)

Section 8.2 of the Lease Policy further requires that a commercial lease proposal "be subject to an initial Authority Review prior to su[b]stantive negotiations being accomplished by the Executive Director." The Review is to include a determination of public benefit consistent with Section 6.2.1, a review of likely impacts on existing infrastructure and operations capability, and an evaluation of the applicability of any additional lease-related fees.

Because the purported "ratification" and restatement of the 151 Gun Club Road necessarily constitutes the grant of a new lease (to new tenant Infinity, LLC), the Section 8.2 requirements must be observed. Counsel advised this Board on May 13, 2026, however, that discussions with the tenants have already been under way for some weeks, and an instrument has since been prepared. Thus, it appears that "substantive negotiations" have occurred *prior* to the Authority Review required by Section 8.2. Volato therefore asks the Board to establish whether and when each step of the required Authority Review occurred. Further, to the extent any such Authority Review did occur, it apparently overlooked that the named tenant on the Hangar Lease – Infinity, Inc. – had been dissolved more than a decade ago. The Board should establish how, why, and when that was missed.

4. **What the Board should establish before it votes.**

Before the Board votes, it should determine what instrument the current occupancy of 151 Gun Club Road purportedly rests on — the expired 2004 lease, an assignment of that lease, some later extension, or nothing at all. If an assignment or extension exists, the Board should further determine who executed it, in whose favor, on what authority, and when.

Volato asks that the agenda materials for the August 12th meeting include a section-by-section comparison of the existing instrument (if any) and the "amended and restated" lease. That way, the Board and the public can see which provisions are being "ratified" and which are being granted for the first time. Volato does not see how the Board can possibly know which of the two it is doing absent such a comparison.

PART II — THE SAME PATTERN AT EAST CORPORATE 8 AND 9

As you know, the May 13th direction addressed the premises at East Corporate 8 and 9 together with the premises at 151 Gun Club Road. Additionally, the same counsel appeared for both "tenants," and the issues that exist with the proposals for both lease instruments are the same. Volato thus addresses East Corporate 8 and 9 in this letter. If the agenda for the August 12th meeting does *not* include East Corporate 8 and 9, then please allow this portion of Volato's letter to serve as notice whenever the Board addresses that premises.

1. **What the Board actually approved was a five-year tenancy. It has become an approximately thirty-year tenancy without a further Board vote.**

At its regular meeting on November 18, 2019, the Board took up Business Item 8.C, agendized as "Commercial Hangar Lease – JaxJets." The Executive Director presented that Business Item in these terms:

> "[T]he proposed tenant is JaxJets, Inc. … They operate a FAR Part 135 charter operation. Proposing to operate that out of Hangar 8, Hangar Number 8 on the east side corporate area. It would be a *two-year lease term with a three-year option after that*. Rent's at $5.50 a [square foot]."

(November 18, 2019 Minutes, Item 8.C, pp. 82–83) (emphasis added). The maximum tenancy the Board authorized was therefore approximately five years, with the tenancy expiring around December 2024.

The Executive Director thereafter took the following actions with respect to the premises without the involvement or approval of the Board:

Date	Term	Authorized by
Nov. 18, 2019	2 years + 3-year option → ~Dec. 2024	Board vote
July 15, 2020 amendment	adds East Corporate 8; extends to 12/31/2025; one 5-year option → ~2030	**Executive Director signature**

January 2023 amendment	adds four consecutive 5-year options → ~2050	**Executive Director signature**

As to the 2020 amendment, Volato's counsel has reviewed every set of board minutes in its possession — including the complete 2020 set published by the Authority – for the meetings of January 22nd, March 2nd, June 8th, July 13th, September 3rd, September 14th, October 19th and December 7th (there having been no April, May, August or November 2020 meeting). Neither "JaxJets" nor "Old City Jets" appears in any set of minutes after the November 18, 2019 meeting. The 2020 amendment was executed two days after the July 13, 2020 meeting, at which the amendment was *not* presented. And it did not come before the Board at any later meeting that year.

As to the 2023 amendment, the Authority's own lease counsel advised the Board during its May 13, 2026 meeting, in substance, that: the 2023 amendment required Board approval; the then-Executive Director executed it unilaterally; and it had therefore not been authorized by the Board.

In addition to these deficiencies, Volato notes a discrepancy with the original 2019 lease that the Board should resolve: the Business Item approved on November 18, 2019 covered Hangar 8, while the lease executed on December 10, 2019 covered Hangar 9. Hangar 8 was added to the lease only by the (unauthorized) 2020 amendment.

2. **The lease prohibits occupancy by any party other than the tenant, and declares any such occupancy void.**

Section 15(a) of the December 10, 2019 lease provides:

> "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."

Three features of that clause matter here. It reaches not only assignment and subletting but the distinct act of permitting use by a non-tenant. It makes such an act void rather than voidable. And it extends to transfers by operation of law, which reaches a change in control of the tenant entity.

3. **The permitted use forecloses aircraft management.**

Section 8 of the same lease provides that the tenant's use "shall be limited to the following aeronautical uses: FAR Part 135 Aircraft Charter Business for aircraft under exclusive use contract." It further provides that: "No other use is permitted. No commercial aviation activity shall be conducted utilizing Premises." Additionally, it requires the tenant to "promptly provide Landlord with a copy of the title or lease demonstrating Tenant's ownership or rights as a Tenant of any aircraft stored at the Premises at the time the aircraft is located on the Premises."

4. **The operating agreement expired on July 31, 2025.**

A separate Commercial Operating Agreement executed on June 24, 2019 authorized JaxJets, Inc. to use the Airport for "the sole and expressed purpose of on-demand FAR Part 135 Charter Services" using one identified aircraft, "N519LH Cirrus aircraft with 4 seats." It further expressly states that "no Aircraft Management Services or Brokerage Services are authorized at SGJ." The Operating Agreement ran for a one-year term beginning on July 1, 2019, and automatically renewed for five one-year periods, "expiring on July 31, 2025."

5. **No assignment could have released JaxJets, Inc.**

The purported July 15, 2020 amendment — which added Hangar 8, extended the lease term to December 31, 2025, and granted one additional five-year option — provides that "[n]either the Lease or this Amendment may be assigned in such a way as to equate to a novation or other form of release that would release or relieve Tenant from liability under the Lease or this Amendment."

The Authority's tenant of record therefore remains JaxJets, Inc. Florida corporate records show that control of that corporation changed between its annual reports filed April 25, 2022 and April 24, 2023. It is now administered through a commercial registered agent in St. Petersburg, Florida, with a mailing address in Waterford Township, Michigan, where it remains an active Florida corporation.

The Authority is already aware of this issue. At its April 8, 2026 meeting, aviation counsel advised the Board, on the record, in substance, that the current occupant of that hangar has no current lease agreement with the Authority, and that the lease had been extended in writing but never approved by the Board.

6. **What the Board should establish before it votes.**

- Does the Authority contend that the tenant of record at East Corporate 8 and 9 is any entity other than JaxJets, Inc.? If so, under what executed instrument?
- Did the Authority ever give prior written consent under Section 15(a) to use of these hangars by any party other than JaxJets, Inc.?
- Has any operating agreement been in force for these premises since July 31, 2025?
- Has the Authority ever collected the per-aircraft title or lease documentation Section 8 requires? If so, whose aircraft are in these hangars?
- Which entity is named as tenant on the January 2023 amendment, and who executed it on that entity's behalf?

Moreover, as to these premises, the same "ratification" problems exist and should be addressed by the Board. At the Board's May 13th meeting, counsel described the instrument to be prepared as an amendment and restatement, carrying two five-year renewal options and permitted-use language covering aircraft management as well as Part 135 operations. If those terms appear in the document presented on August 12, 2026, then each purported modification will constitute a new grant of authority rather than a purported "ratification":

- **A different tenant.** If the restated lease names an entity other than JaxJets, Inc., the Board is not ratifying an amendment. It is consenting to an assignment it never approved, under a lease that – per Section 15(a) – renders an unapproved transfer void.
- **A broader permitted use.** Section 8 of the December 10, 2019 lease limits use to FAR Part 135 charter for aircraft under exclusive-use contract and states that no other use is permitted and that no commercial aviation activity shall be conducted on the premises. Aircraft management is not within the scope of permitted uses. Adding it would not effect a "ratification"; it would grant a right the Authority has never given at these premises. And it would dissolve, rather than enforce, the same category of obligation — the lease's permitted-use restriction — on which the Authority premised its termination of certain leases of Modern Aero, LLC.
- **A longer term.** The Board authorized a tenancy of approximately five years in November 2019, running to about December 2024. Two further five-year options would extend it into 2036.

The Authority was told, in open session, that the forbidden use was occurring. At the May 13th meeting, the individual who appeared in support of the tenant told the Board, in substance, that the operator manages multiple twin-engine jet aircraft, that he performs aircraft management, and that there are a number of other owners like the speaker who own their own aircraft and rely on that service. He also said that he has been based here and flying out of this airport since 2019.

That is a description, given to the Board on its own record by a supporter of the tenant, of the precise activity Section 8 forbids and that the June 2019 Operating Agreement expressly excluded. The Authority's response was not to enforce the restriction. It was to propose adding the activity to the permitted uses.

To the extent the August 12, 2026 instrument grants any of these rights, the Authority is not "ratifying" an unauthorized act. It is awarding a new commercial lease. The Authority is bound by its own Lease Policy in doing so. As discussed above, that policy requires a majority vote for any lease or modification (Section 8.2); an initial Authority Review, including a determination of public benefit, under Section 6.2.1 before the Executive Director undertakes substantive negotiations (Section 8.2); a proposal package (meeting the requirements of Section 8.1 and Exhibit 8.1); and general accordance with the approved Airport Master Plan or Airport Layout Plan (Section 5). None of these is discretionary, and the Authority is not free to apply them to one tenant and not another. Another tenant told this Board on July 15, 2026, that its lease is coming to an end and that the Authority intends to seek proposals for its premises. If the difference between the two situations rests on something other than the identity of the tenant, that distinction should be addressed at the Board meeting and appear in the minutes.

PART III — THE LEASEHOLD TAX RECORD

1. **These leaseholds are assessed as taxable, with no exemption.**

It is Volato's understanding that the St. Johns County Property Appraiser carries the following Authority-titled parcels under Property Use Code 9000 — "Leasehold Interests (Govt Owned Leased by Non-Govt)" — each with total exemptions of $0.00:

Parcel	Premises	Taxable value
0818960010	151 Gun Club Road Unit 6	$652,334
0747800140	171 Gun Club Road Unit 7	$1,183,692
0747800150	435 Hawkeye View Lane — "EAST CORPORATE HANGAR AREA HANGARS #8 #9 & #10"	$1,054,080

Under Sections 196.199(2) and 196.012(6), Florida Statutes, a leasehold at a public airport used for an aviation purpose is ordinarily exempt and not assessed at all. The Property Appraiser's assessment of the above premises at full value constitutes an independent determination by a county office that the use of these premises is not an exempt aviation use — reached apart from and without reference to anything before this Board.

2. **The 2025 taxes on the Gun Club Road parcels appear to be unpaid.**

Account	Premises	Bill	2025 amount due
081896-0010	151 Gun Club Road	95720	$9,491.43
074780-0140	171 Gun Club Road	94314	$17,376.35

It is Volato's understanding, based on the St. Johns County Tax Collector's records as they appeared on July 26, 2026, that the amounts listed above remain due. Volato has not obtained certified copies of these accounts, and the Board can confirm their current status directly with the Tax Collector. It is likewise Volato's understanding that tax years 2016 through 2024 show a zero balance on both accounts, and that 2025 is the first delinquent year. Both bills are issued to the Authority, which holds title. Volato has not confirmed the current status of account 074780-0150, the East Corporate parcel.

3. **The Authority's own leases obliged it to collect this tax, and made non-payment a default.**

The Authority's form lease provides at Section 23(a) that the tenant "covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever." Section 23(c) provides that where a tenant fails to comply with any governmental requirement or requirement of the Authority, "the Landlord may immediately terminate this Lease without prior notice." The Authority invoked Section 23(c) against Modern Aero, LLC.

Consistent with the form lease, the East Corporate lease requires the tenant to pay the Authority, each month as additional rent, a sum equal to one twelfth of the annual taxes as reasonably estimated by the Authority, with an annual true-up. The Infinity Aviation lease similarly provides at Section 3.B that where such taxes are levied, the tenant "shall be obligated [to] pay such assessment." Thus, the Authority was obliged by its own instruments to estimate, bill and collect the tax every month.

4. **Either the Authority never billed the tax, or it billed it and the money did not reach the Tax Collector.**

With respect to the apparently delinquent taxes identified above, it appears that the Authority either never collected the taxes, or it collected them and did not pay them over to the tax authority. Which occurred is a question that can be answered by the Authority's own records. Thus, before the Board votes, it should establish:

- Whether the Authority ever billed or collected taxes payable under the Gun Club and East Corporate leases, and if so, what became of the funds.
- If it never billed or collected such funds, on whose decision, and when the Authority last reviewed the obligation.
- Whether any notice of default, demand, or cure letter was issued to any tenant on account of the unpaid 2025 taxes — and if none was, why Section 23(c) was invoked against one tenant and not another.

PART IV — RELATED MATTERS: SALES TAX, RECORDING, AND GRANT ASSURANCES

1. **Further matters the Board should establish before voting.**

- Whether the Authority has collected and remitted the tax imposed by Fla. Stat. § 212.031 on hangar rents. The airport exemption at § 212.031(1)(a) reaches only property used at an airport exclusively for aircraft landing or taxiing, or used by an airline for loading, unloading, or fueling; hangar rental is not within it. Section 212.031(2)(a) requires the tenant to pay the tax to its immediate landlord.
- Whether the Authority has collected on any sublease of airport premises, including the arrangement Volato's predecessor identified to the Authority in October 2023.
- Whether the Authority ever gave the ten-day lien notice contemplated by Section 11 of the Infinity lease.
- Whether the Infinity lease, its amendments, the East Corporate lease and its amendments, and the 2006/2007 three-party Assignment of Leases among the Authority, Ring Power Corporation, and Infinity Aviation, Inc. were ever recorded. A search of the St. Johns County Official Records returns no recorded instrument for Infinity Aviation or for Old City Jets, and none indexed to either Gun Club Road parcel. The Board has been urged to treat these leases as having entered the stream of commerce. Unrecorded instruments give no constructive notice to anyone.

2. **Grant assurance exposure.**

These matters bear on the Authority's obligations under Grant Assurance 5 (preserving rights and powers), Grant Assurance 19 (operation and maintenance), Grant Assurance 24 (fee and rental structure and self-sustainability), and Grant Assurance 25 (airport revenues). They bear most directly, however, on Grant Assurance 22 (economic nondiscrimination). The Authority terminated certain leases of Modern Aero, LLC for categories of defect — unauthorized instruments, use beyond the scope of the lease, and entity transfer — that its own counsel has now described on the record as present at the subject premises. "Ratifying" and restating the leases of one set of purported tenants while having terminated another over the same issues – and doing so while the taxes on those other premises remain unpaid – is exactly the type of disparate treatment that Grant Assurance 22 prohibits.

PART V — THE BOARD'S OWN STATED STANDARD, AND THE APPEARANCE OF THE TRANSACTION

1. **The Board has already stated the standard, and stated it well.**

At the July 15th meeting, a member of this Board read into the record Leviticus 19:15 — the verse directing that justice not be perverted, that neither partiality to the poor nor favoritism to the great be shown, and that one's neighbor be judged fairly. He then gave direction in his own words, in substance: that the Authority be very fair in how it treats everyone; that it hold the same standard for everybody, regardless of who it is; and that there be no preferential treatment.

Volato agrees with that standard without reservation. This Part is addressed to the distance between that standard and the actions proposed to be undertaken on August 12, 2026.

2. **The Board's own counsel identified the exposure, in terms.**

At the same July 15th meeting, the Authority's outside aviation counsel advised the Board, in substance, that the conduct most offensive to federal airport principles is the commercial monetization of a private, non-commercial lease, because it competes unfairly with every operator that holds a proper commercial authorization.

He then identified the consequence of such conduct. He advised, in substance, that the Authority becomes at risk with the FAA *not* because a violation occurred but because it ratifies or condones a violation, or otherwise fails to enforce its rules and leases in a principled and consistent way.

He identified the exposure this letter concerns even more directly. He advised, in substance, that the greatest risk of a Part 16 proceeding arises from inconsistency of exactly the kind discussed herein. Where the Authority is put on notice of a problem and addresses it, the FAA is generally satisfied. But where the Authority is put on notice of a problem and fails to address it, or establishes a regime that is inconsistent and unfair to other similarly situated persons, the FAA may well prove sympathetic to a complaint.

That is the Authority's own aviation counsel describing the legal effect of the vote now scheduled — and he is the person preparing the instruments to be voted on. This letter constitutes the notice he described, and the Board's response to this notice will be critical to mitigating its potential exposure.

3. **The Board has been told by the affected tenants that the standard is not being met.**

At the same meeting, members of this Board acknowledged among themselves that other tenants would regard the proposed outcome as inequitable and inconsistent, and that those tenants would demand equal treatment. Tenants also told the Board so directly. One tenant, whose lease is expiring and who must re-bid, told the Board in substance that others were not following the letter of the law, that they were being given a pass, and that he expected to be put off the field at the end of the year. Another asked in substance why arrangements made outside the public process were being rewarded, and how the process had been circumvented.

These statements are in the Authority's own record. Volato is not informing the Board of risks of which it was previously unaware; it is reminding the Board of risks that have already been brought to its attention and which it has so far answered by simply proceeding.

4. **Three relationships bear on these matters. The Board should weigh them, and address them, on the record.**

Volato raises the following because each is a matter of public record, each is already visible to the tenants on this field, and because a public body's obligation of even-handedness is measured in part by how its decisions appear to those subject to them.

First — the same counsel appeared for both tenants. At the May 13, 2026 meeting, counsel stated on the record that he appeared on behalf of both Old City Jets and Infinity Aviation. The two tenancies are otherwise unrelated: different premises, different instruments, different corporate chains. They were nonetheless taken up together, and a single course of action was directed for both.

Second — the appointments. Gubernatorial appointees hold four of this Board's five seats. All four of those seats became vacant during 2025 — three by resignations that followed the State Attorney's Sunshine Law investigation, the fourth by a resignation in October 2025 — and all four were filled by appointment within roughly three months. The only elected sitting member holds the fifth seat. Counsel appearing for both tenants holds a gubernatorial appointment to the Judicial Nominating Commission for the Seventh Judicial Circuit, which includes St. Johns County, with a term running through July 1, 2027. His spouse was appointed by the Governor to the St. Johns County Board of County Commissioners in 2021, before subsequently standing for election.

Third — the tenants' advocate disclosed a personal interest in the outcome, and his statements should be weighed accordingly. An individual appeared in person before the Board on May 13th and spoke in support of the tenant's principal, identifying himself as a customer and as someone who the principal taught to fly. By his own account to this Board, he has owned aircraft based at this airport since 2019, and the hangar space for those aircraft runs through the tenant whose lease is before the Board. He was thus, by his own statements, not a disinterested member of the public: he has a personal interest in the continuation and extension of the leases now before the Board. The point is one of weight: the Board should evaluate his advocacy as that of a customer with a stated personal interest in the outcome.

Apart from the customer's own statements, none of this was stated on the record. Volato has reviewed the recordings of the May 13th and July 15th meetings. No disclosure of any relationship, affiliation, or potential conflict was made by any Board member or by the Authority's counsel at either meeting. No recusal was sought or taken. No conflict was identified for the record.

Volato does not allege that these relationships influenced any Board action or vote, and it has no evidence that they did. That is not the point. The point is appearance — and, as to the first two relationships, disclosure. The Board cannot show that it judged everyone by the same standard if no one disclosed the relationships that bear on that question. Undisclosed connections between the tenants' representatives and the people advising or deciding create an appearance of conflict. Only disclosure can dispel that appearance, and it has not happened. The customer showed how little disclosure asks: he stated his interest, and the Board and the public can now weigh his statements for what they are.

The standard the Board announced on July 15th demands more than the absence of proof of undue influence. Grant Assurance 22 measures outcomes, not motives. The Authority terminated one tenant's leases on the stated ground that its use exceeded its lease. It now proposes to cure the same category of defect for other tenants by amending and restating their leases — tenants whose counsel was appointed by the same authority that appointed a majority of this Board. The terminated tenant needs no proof of any private conversation to conclude that the Authority judged it by a different standard. Neither will the FAA.

Two further facts belong in the same record. A member of this Board suggested, on the record, that another member meet privately with the tenant's principal and its advocate to hear background before the matter returned. And counsel for the tenants told the Board there had been substantial discussions with the Authority over the preceding weeks — discussions that appear in no public agenda, minutes, or meeting record. A member of this Board also reported having heard the Authority's counsel draw a distinction between enforcing against the T-hangar tenants and enforcing against a tenant described as possibly the wealthiest and most powerful family in St. Johns County. Volato does not know which tenant or family that description concerned and does not suggest that it referred to any tenant or premises addressed in this letter. The concern is the distinction itself. An Authority that decides whether and how to enforce its rules based on who the tenant is — rather than on what its rules and leases require — is the very problem this letter describes. That such a distinction was reportedly drawn by counsel advising the Authority should itself give the Board pause.

5. **What the Board can do about it, before it votes.**

The appearance described above is curable, and the cure is entirely within the Board's control:

- **Disclose on the record.** Each member should state whether he or she has had any communication, meeting, or relationship with the tenants, their principals, their counsel, or any person advocating on their behalf, outside of a noticed public meeting — including any private meeting of the kind suggested on May 13.
- **Address recusal.** Any member for whom a voting conflict exists under Fla. Stat. § 112.3143 should say so and file the disclosure the statute requires. A member with no conflict loses nothing by saying so.
- **Ask the same of counsel.** The Authority's outside aviation counsel is preparing the instruments now before the Board. Whether he has any relationship or affiliation bearing on these tenants or their advocates, and whether it was disclosed to the Authority, should be established on the record rather than left to inference.
- **State the basis for the difference in outcome.** The Board should articulate, in the minutes, why the same categories of defect produced termination for one operator and amendment, restatement, and extended renewal options for another. If a principled distinction exists, this is the moment to record it — and it will be the

Authority's best answer in any Part 16 proceeding. If none is stated, the record will show that none was offered.

Again, Volato takes no position on how the Board should vote. Volato's position is that the Board should vote in the open, based on all the material facts, and on a record that reflects what it knew, what it was told by its own counsel, and what it chose to do about it. The point is to assure tenants and the public that a fair and nondiscriminatory process is being followed – about which doubt currently exists.

PART VI — VOLATO'S OWN PENDING REQUESTS

1. **The same Lease Policy should govern Volato's pending extension request.**

On April 3, 2026, and again on May 26, 2026, Volato and its sublessee, Banyan Air Services, Inc., asked the Authority to consider a framework for extending Volato's Hangar Master Lease. The Executive Director's June 17, 2026 letter stated that the Authority intends to offer the premises for public bidding at the end of the term. This firm's July 14, 2026 letter asked the Board to place the matter on an agenda, asked the Authority to confirm its procedure for doing so, and gave notice of appeal under Administrative Policy Section 1.115. As of the date of this letter, Volato has received no response of any kind.

Volato therefore renews its previous requests to: (1) place Volato's extension request on the agenda for the August 12, 2026 meeting (or state on the record when the Board will take it up and under what procedure); and (2) confirm the status of Volato's Section 1.115 appeal. Volato asks for nothing more than the process the Lease Policy provides — and for the same care in applying it that the Board is being asked to extend to the leases described above.

2. **Preservation.**

Finally, this letter serves to place the Authority and its agents on notice to preserve all records concerning the matters described above, including the executed leases, amendments, operating agreements and any consents for East Corporate 8 and 9 and for 151 Gun Club Road; all per-aircraft title documentation received under Section 8; tax notices, assessments, and delinquency or certificate correspondence; communications with the Property Appraiser and Tax Collector; communications with the tenants, their principals, and their counsel; sales tax collection and remittance records for hangar and sublease rents; all drafts of any "ratification," amendment, or restatement instrument; and all records concerning Volato's April 3, 2026 extension request, the June 17, 2026 letter, and this firm's July 14, 2026 letter. Any automatic deletion or retention policy that would destroy such records should be suspended.

Volato requests that this letter be included in the agenda materials for the August 12, 2026, meeting and made part of the record of that meeting. A copy is being delivered to the Clerk to the Authority with that request.

SINCERELY,

FRIED BONDER WHITE, LLC

JOSEPH A. WHITE

Enclosure

cc: Courtney K. Pittman, Executive Director [cpittman@sgj-airport.com]
Christopher Walker, Esq., General Counsel [generalcounsel@sgj-airport.com; cwalker@lippes.com]
Jeffrey W. Kempf, Esq., Lippes Mathias LLP [deputygc@sgj-airport.com; jkempf@lippes.com]
Chad S. Roberts, Esq. [chadrobertslaw@gmail.com]
Linda M. Santiago, Custodian of Public Records [lms@sgj-airport.com]

EXHIBIT A

FILED
Jan 12, 2012
Secretary of State

ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:

INFINITY AVIATION, INC.

SECOND: The document number of the corporation: P98000046434

THIRD: The date dissolution was authorized: December 31, 2011

FOURTH: Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: ALAN J. GREEN PRESIDENT

Electronic Signature of Signing Officer, Director, Incorporator or Authorized Representative

St. Johns County Airport Authority
Briefing Memorandum

To: Board of Directors

From: Courtney Pittman, Executive Director

Date: August 12, 2026

Subject: Award of Contract for Self Serve Fuel Improvements – Furnish Fuel System Equipment

I. Purpose

To obtain Board approval to award the contract for the procurement of self serve fuel system equipment for the Self Serve Fuel Improvements Project.

II. Background

The Authority publicly solicited bids for the Self Serve Fuel Improvements – Furnish Fuel System Equipment project. Bids were publicly opened on July 31, 2026. Two responsive bids were received for both bid alternates. Passero Associates, the Authority's engineer of record, evaluated the bids and the qualifications of the apparent low bidder.

III. Current Status

Following its review, Passero Associates determined that Fuel Tech, Inc., of Mims, Florida, is the lowest responsive and responsible bidder. Fuel Tech submitted the following bids:

• Bid Alternate A: One new 12,000 gallon Avgas (100LL) tank system – $236,265.02
• Bid Alternate B: Two new 12,000 gallon Avgas (100LL) tank systems – $472,530.04

Passero recommends awarding Bid Alternate B. Passero also noted that the remaining grant funded construction budget is approximately $455,900 and that additional project costs will include delivery, installation, electrical work, site improvements, construction administration, and observation. If the Board wishes to remain within the current budget, Passero recommends Bid Alternate A.

IV. Requested Board Action

Approve the award of the contract to Fuel Tech, Inc. and select between Alternate A or B Alternate B in the amount of $472,530.04 for the procurement of two new 12,000 gallon Avgas (100LL) fuel tank systems and authorize the Executive Director to execute the necessary contract documents.

St. Johns County Airport Authority
Briefing Memorandum

To: Board of Directors

From: Courtney Pittman, Executive Director

Date: August 12, 2026

Subject: Volato Casa Cola Lease

I. Purpose

To provide the Board with an overview of correspondence received from counsel for Volato, Inc. regarding the Executive Director's June 17, 2026 letter addressing Volato's request for a commercial lease extension.

II. Background

Volato, Inc. currently operates under a Master Lease with the St. Johns County Airport Authority. On June 17, 2026, the Executive Director issued correspondence informing Volato that the Authority would not renew the requested commercial lease extension and that the lease would instead be made available through a competitive public process upon expiration.

On July 15, 2026, the Authority received correspondence from legal counsel representing Volato. The letter requests that the lease extension be taken up by the Board.

III. Current Status

Volato is the assignee of the Modern Aero lease with a terms that ends on August 31, 2028. Under the assigned lease, Volato subleases the Casa Cola hangar.

IV. Requested Board Action

Discuss and consider Volato’s lease extension request.

Volato, Inc.
1954 Airport Rd., Suite 124
Chamblee, GA 30341

Banyan Air Services, Inc.
Fort Lauderdale Executive Airport
5360 NW 20th Terrace
Fort Lauderdale, FL 33309

Date: April 3, 2026

Courtney Pittman
Interim Executive Director
St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, Florida 32095

Re: Request for Lease and Sublease Extension Framework Via e-mail

Dear Mr. Pittman:

Volato, Inc. ("Volato"), together with Banyan Air Service ("Banyan"), respectfully submits this request regarding the existing lease between Volato and the St. Augustine Airport Authority (the "Authority"), and the related sublease between Volato and Banyan.

As long-term aviation stakeholders at the Airport, both Volato and Banyan have made, and continue to make, meaningful investments in operations, infrastructure, and service delivery that support the Airport's growth and reputation. In order to sustain and expand these commitments, a longer-term contractual framework is necessary.

Accordingly, Volato and Banyan jointly request that the Authority consider and approve:

1. **An initial commercially reasonable extension of five (5) years** to the current lease term; and
2. **The inclusion of additional renewal options consisting of successive five (5) year extension periods**, exercisable on commercially reasonable terms to be mutually agreed upon in advance.

This request is intended to provide the stability and predictability required to support continued capital investment, operational planning, and long-term service commitments at the Airport. Lease structures incorporating defined extension options are standard across similarly situated airport operators and tenants.

We understand that material commercial lease matters, including extensions and renewals of this nature, are subject to approval by the Authority's Board of Directors. For that reason, we are copying the current Board members and the Authority's General Counsel to ensure that this request is appropriately documented and positioned for Board consideration.

Given that the current lease is set to expire on **August 31, 2028**, we believe it is in the best interest of all parties to begin discussions promptly to ensure continuity of operations well in advance of the lease expiration. Early engagement will allow sufficient time to align on terms, complete any necessary approvals, and avoid unnecessary disruption to Airport operations and tenant services.

Accordingly, we would welcome the opportunity to begin discussions with you and the Authority's advisors at your earliest convenience and to work collaboratively toward a structure that can be efficiently presented to the Board for approval.

We would like to set a time this week or early next week to meet. We look forward to discussing this with you further.

Thank you for your attention to this matter.

Sincerely,

Volato, Inc.

By: Mike Prachar
Name: Mike Prachar
Title: COO

Banyan Air Service

By: Michael O'Keeffe
Name: Mike O'Keefe
Title: Senior Vice President

cc:
Members of the Board of Directors, St. Augustine Airport Authority
General Counsel, St. Johns County Airport Authority

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QU6KB-YPGTC-MV8EO-UZ6D8

DOCUMENT COMPLETED BY ALL PARTIES ON
06 APR 2026 16:03:34
UTC

SIGNER	TIMESTAMP	SIGNATURE
MIKE PRACHAR EMAIL MIKE.PRACHAR@FLYVOLATO.COM	SENT 03 APR 2026 14:23:47 VIEWED 03 APR 2026 14:55:43 SIGNED 03 APR 2026 14:56:36	Mike Prachar IP ADDRESS 107.139.36.53 LOCATION BENICIA, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 03 APR 2026 14:55:43	
MICHAEL O'KEEFFE EMAIL MOKEEFFE@BANYANAIR.COM	SENT 03 APR 2026 14:23:47 VIEWED 03 APR 2026 20:50:43 SIGNED 06 APR 2026 16:03:34	Michael O'Keeffe IP ADDRESS 99.148.24.242 LOCATION FORT LAUDERDALE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 06 APR 2026 16:00:28	

Volato, Inc.
1954 Airport Rd., Suite 124
Chamblee, GA 30341

Banyan Air Services, Inc.
Fort Lauderdale Executive Airport
5360 NW 20th Terrace
Fort Lauderdale, FL 33309

May 26, 2026

Mr. Courtney Pittman
Interim Executive Director
St. Johns County Airport Authority
4796 U.S. 1 North
St. Augustine, Florida 32095

Re: First Amendment to Hangar Sublease Agreement – 4738 Casa Cola Way, St. Augustine Airport

Dear Mr. Pittman:

We write on behalf of Volato, Inc. ("Volato") and Banyan Air Services, Inc. ("Banyan") regarding the attached First Amendment to Hangar Sublease Agreement between Volato and Banyan (the "Amendment").

On April 3, 2026, Volato and Banyan jointly submitted correspondence to the Authority seeking to work cooperatively with the Authority regarding an extension of both Volato's underlying lease and the Banyan sublease. To date, the Authority has not provided a written response to that correspondence.

Following up on that request, Banyan Air Service spoke with you on April 13, 2026. During that conversation, it is Banyan's recollection that you informed him that Volato and Banyan did not need separate Airport Authority approval to extend the Banyan sublease, and that Airport Authority Board approval was not required for the Amendment.

Volato and Banyan appreciate that guidance. However, to ensure there is no misunderstanding regarding the Authority's position, Volato and Banyan are still requesting written confirmation from you, on behalf of the Authority, that the attached Amendment is approved by the Airport. Promptly upon receipt of that approval, Volato and Banyan will execute the attached draft Amendment and provide a fully executed copy to the Airport.

Please confirm the Authority's approval of the attached Amendment at your earliest convenience. If you or the Authority's General Counsel requires any additional information, Volato and Banyan would be pleased to provide it promptly.

We appreciate the Authority's attention to this matter and look forward to continuing a productive relationship at the Airport.

Respectfully submitted,

VOLATO, INC.

By: Mike Prachar

Name: Mike Prachar

Title: Chief Operating Officer

BANYAN AIR SERVICES, INC.

By: Michael O'Keeffe

Name: Mike O'Keeffe

Title: Senior Vice President

Enclosure:

(1) First Amendment to Hangar Sublease Agreement

cc: General Counsel, St. Johns County Airport Authority

FIRST AMENDMENT TO HANGAR SUBLEASE AGREEMENT

This First Amendment to Hangar Sublease Agreement (this "Amendment") is entered into as of May __, 2026 (the "Amendment Effective Date"), by and between Volato, Inc., a Georgia corporation ("Landlord"), with its principal place of business at 1954 Airport Rd., Suite 124, Chamblee, GA 30341 and Banyan Air Services, Inc., a Florida corporation ("Tenant"), with its principal place of business at Fort Lauderdale Executive Airport, 5360 NW 20th Terrace, Fort Lauderdale, FL 33309.

RECITALS

WHEREAS, the St. Johns County Airport Authority ("Authority") and Modern Aero, LLC entered into that certain Hangar Lease and Operating Agreement dated as of November 29, 2023, for certain premises located at 4738 Casa Cola Way, Northeast Florida Regional Airport, St. Augustine, Florida 32095 (the "Master Lease");

WHEREAS, Modern Aero, LLC assigned all of its right, title and interest in and to the Master Lease to Landlord pursuant to that certain Assignment and Assumption of Lease Agreement and Landlord's Consent effective January 9, 2024, with the Authority's written consent;

WHEREAS, Landlord and Tenant entered into that certain Hangar Sublease Agreement dated January 10, 2024 (the "Sublease"), pursuant to which Landlord subleased to Tenant approximately 7,000 square feet of hangar space and 290 square feet of office space comprising Hangar Units A, B, and a portion of C located at 4738 Casa Cola Way, Northeast Florida Regional Airport, St. Augustine, Florida 32095 (the "Premises");

WHEREAS, the Sublease term is set to expire on the earlier of (i) the third (3rd) anniversary of the Commencement Date, or (ii) the commencement of a lease between the parties for separate MRO facilities to be developed by Landlord at the Airport;

WHEREAS, the Master Lease expires on August 31, 2028; and

WHEREAS, Landlord and Tenant desire to extend the term of the Sublease through the expiration date of the Master Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sublease. In the event of any conflict between this Amendment and the Sublease, the terms of this Amendment shall control.

2. Extension of Term.

Section 1.02 of the Sublease and the "TERM" definition set forth in the Table of Terms are hereby amended to extend the expiration of the Sublease term as follows:

> **(a) Extended Term.** The term of the Sublease is hereby extended for a period commencing immediately upon the expiration of the current Sublease term (the "Extension Commencement Date") and expiring at midnight on August 31, 2028 (the "Extended Expiration Date"), unless sooner terminated in accordance with the terms of the Sublease, as amended hereby (the "Extended Term"). The Extended Expiration Date is co-terminus with the current expiration date of the Master Lease.
>
> **(b) Further Extension.** In the event the Master Lease is extended beyond August 31, 2028, or a replacement or new direct lease is executed between Landlord and the Authority covering the Premises, Landlord and Tenant agree to negotiate in good faith regarding a corresponding extension or replacement of the Sublease on commercially reasonable terms.

3. Rent During Extended Term.

During the Extended Term, Tenant shall continue to pay Rent in accordance with Sections 3.01 and 3.02 of the Sublease, including all annual CPI adjustments thereunder. For the avoidance of doubt, the CPI adjustment mechanism shall continue to apply on each December 1st during the Extended Term in the same manner as provided in the Sublease. All other monetary obligations of Tenant under the Sublease shall remain in full force and effect.

4. Security Deposit.

Within thirty (30) days following the Amendment Effective Date, Tenant shall replenish or confirm in writing to Landlord that the Security Deposit on file equals one (1) month's then-current Rent as required under Section 3.03 of the Sublease. The Security Deposit shall remain in full force and effect throughout the Extended Term.

5. Condition of Premises; No New Tenant Improvements.

Tenant accepts the Premises in its existing "AS IS" condition as of the Amendment Effective Date. Landlord has made no representations or warranties regarding the physical or environmental condition of the Premises in connection with this Amendment. No tenant improvement allowances, credits, or construction obligations are granted to or imposed upon either party in connection with the Extended Term. All ongoing maintenance obligations of Tenant under Article VI of the Sublease shall continue without interruption.

6. Insurance.

Throughout the Extended Term, Tenant shall maintain all insurance coverages required under Article X of the Sublease, with limits no less than those in effect as of the Amendment Effective Date. Prior to the Extension Commencement Date, Tenant shall deliver to Landlord certificates of insurance evidencing all required coverages, naming Landlord and the Authority as additional insureds, in form and substance reasonably satisfactory to Landlord.

7. Subordination; Master Lease.

This Amendment and the Sublease as extended hereby remain in all respects subject and subordinate to the Master Lease and any modifications or extensions thereof. Tenant acknowledges that (a) the rights granted under the Sublease are derived from and contingent upon the continued existence of Landlord's leasehold interest under the Master Lease, and (b) any termination of the Master Lease shall result in the concurrent termination of the Sublease, as further provided in Article V of the Sublease.

8. Ratification of Sublease; Full Force and Effect.

Except as expressly modified by this Amendment, all terms, covenants, and conditions of the Sublease remain unmodified and in full force and effect and are hereby ratified and confirmed. As of the Amendment Effective Date, each party represents and warrants to the other that: (a) the Sublease is in full force and effect; (b) such party has full authority to execute this Amendment; and (c) to such party's knowledge, no default, or event which with the passage of time or notice would constitute a default, exists under the Sublease.

9. Governing Law; Venue.

This Amendment shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising out of or relating to this Amendment shall be exclusively in the State or Federal court of competent jurisdiction in or closest to St. Johns County, Florida, consistent with Section 13.05 of the Sublease. The parties hereby waive trial by jury.

10. Entire Agreement; Amendments.

This Amendment, together with the Sublease, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and understandings relating thereto. This Amendment may not be further modified except by a written instrument duly executed by both parties.

11. Counterparts; Electronic Signatures.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic and PDF signatures shall be deemed the same as original wet signatures for all purposes.

12. Authority of Signatories.

Each person signing this Amendment on behalf of a party represents and warrants that he or she is duly authorized to do so, and that upon execution this Amendment shall be binding upon such party in accordance with its terms.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties have executed this First Amendment to Hangar Sublease Agreement as of the Amendment Effective Date first written above.

LANDLORD:
Volato, Inc., a Georgia corporation

By: ____
Name: Mike Prachar
Title: Chief Operating Officer

Date: ____

TENANT:
Banyan Air Services, Inc., a Florida corporation

By: ____
Name: Mike O'Keeffe
Title: Senior Vice President

Date: ____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
C2T76-PCDJ8-KL98S-2QXCR

DOCUMENT COMPLETED BY ALL PARTIES ON
27 MAY 2026 13:49:41
UTC

SIGNER	TIMESTAMP	SIGNATURE
MICHAEL O'KEEFFE EMAIL MOKEEFFE@BANYANAIR.COM SHARED VIA LINK	SENT 26 MAY 2026 19:02:49 VIEWED 26 MAY 2026 20:02:00 SIGNED 26 MAY 2026 21:34:10	Michael O'Keeffe IP ADDRESS 73.245.220.163 LOCATION FORT LAUDERDALE, UNITED STATES
MIKE PRACHAR EMAIL MIKE.PRACHAR@FLYVOLATO.COM	SENT 26 MAY 2026 19:02:49 VIEWED 27 MAY 2026 13:49:29 SIGNED 27 MAY 2026 13:49:41	Mike Prachar IP ADDRESS 107.139.36.53 LOCATION BENICIA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
27 MAY 2026 13:49:29

ST. AUGUSTINE
AIRPORT

June 17, 2026

Via Electronic Mail: mike.prachar@flyvolato.com; mokeeffe@banyanair.com
Via USPS Certified Mail

Mr. Mike Prachar
Chief Operating Officer
Volato, Inc.
1954 Airport Rd., Suite 124
Chamblee, GA 30341

Mr. Mike O'Keeffe
Senior Vice President
Banyan Air Services, Inc.
Fort Lauderdale Executive Airport
5360 NW 20th Terrace
Fort Lauderdale, FL 33309

Subj: Approval of Amended Sub-Least to Banyan Air Services, Inc.

Dear Gentlemen,

This will acknowledge receipt of, and thank you for, your two items of correspondence of April 3, 2026 and May 26, 2026.

The Airport Authority has had an opportunity to review the document styled "First Amendment to Hangar Sublease Agreement" which is attached to your May 26, 2026 correspondence. Among other terms, the proposed agreement would amend the term of the sub-lease from Volato, Inc. to Banyan Air Services, Inc. so as to be concurrent with the term of the Master Lease. The Master Lease between Volato, Inc. and the Airport Authority expires on August 31, 2028.

As contemplated by Paragraph 16 of the Master Lease Agreement, the St. Johns County Airport Authority consents to the execution of the proposed "First Amendment to Hangar Sublease Agreement."

As regards to any modifications or extensions of the Master Lease Agreement, it is the present intention of the Airport Authority that the hangar facility that is the subject of the Master

ST. AUGUSTINE AIRPORT

Lease Agreement will be made available for an open competitive bidding process by aeronautical service market participants closer to the end of the term of the Master Lease Agreement.

Sincerely,

Courtney K. Pittman

Courtney K. Pittman
Executive Director

4796 US Highway 1 North, St. Augustine, FL 32095 – www.sa-airport.com – 904-209-0090

FRIED BONDER WHITE
LLC

JOSEPH A. WHITE
JWHITE@FRIEDBONDER.COM

July 14, 2026

Via E-Mail and Federal Express
Nick Primrose, Chair [nap@flynf.org]
Mario Dipola, Vice Chair [mad@flynf.org]
Michelle Cash-Chapman, Secretary/Treasurer [m.chapman@flynf.org]
Jerry Dedge, Member [ghd@flynf.org]
Daniel Bean, Member [dkb@flynf.org]
St. Johns County Airport Authority
c/o Clerk to the Authority
4796 US Highway 1 North
St. Augustine, FL 32095

RE: The Authority's June 17, 2026 Letter to Volato, Inc. Regarding Hangar Master Lease

Dear Chair Primrose and Members of the Authority Board:

We represent Volato, Inc. ("Volato"). We write regarding the attached June 17, 2026 letter from the Airport Authority's Interim Executive Director, Courtney K. Pittman, to Volato and Banyan Air Services. That letter announced the Authority's purported intent to reject (a) Volato's request for a commercially reasonable lease extension; and (b) instead make "the hangar facility that is the subject of the [lease] . . . available for an open competitive bidding process" at the expiration of its term.[1]

The Authority's June 17th letter raises serious governance concerns that demand the Board's immediate attention. As the Authority and Board well know, the Authority's Lease Policy makes leasing decisions regarding commercial hangars the province of the Board, not the Executive Director. Indeed, only five (5) weeks before the Executive Director issued the June 17th letter, the Board's own counsel advised it that a prior Executive Director had amended certain insider leases "unilaterally," that "those types of amendments do require board approval," and that under Florida case law, "when an agent of a government entity acts beyond the scope of their power, the resulting act is generally void."[2] The same defect infects the purported decisions announced in the June 17th letter.

Unfortunately, the overreach displayed in the Authority's June 17th is not an isolated occurrence; it is part of a broader pattern. In recent years, the Authority's executives have repeatedly exercised powers they do not possess to benefit favored insiders and harm disfavored outsiders, including members of the Liotta family and their affiliated businesses. The Board has repeatedly failed to police the Authority's executives – unless and until a tenant, lawyer, whistleblower, or prosecutor forces the issue. And now it is happening again.

We ask that the Board promptly address the issue. We outline below the relevant history – not in the interest of relitigating old disputes – but to inform the Board regarding the backdrop against which its future actions will be judged. We conclude this letter by asking the Board to, among other things, take this issue up as an agenda item at its next meeting after the upcoming July 15, 2026 meeting, recognizing that the agenda for the July 15 meeting is already set. Volato is prepared to appear at the meeting once the date is confirmed.

A. The Executive Director Exceeded His Authority by Unilaterally Issuing the June 17th Letter.

1. *The Executive Director Improperly Bypassed the Board.*

On April 3, 2026, Volato and Banyan jointly wrote the Authority requesting "an initial commercially reasonable [lease] extension of five (5) years" plus "successive five (5) year extension periods." Volato and Banyan copied the members of the Board, and they explicitly requested that the Board consider its request since

---

[1] Authority Letter of June 17, 2026 (hereafter the "June 17th Letter"), attached hereto as Exhibit "A."

[2] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. (May 13, 2026) (transcription of meeting recording) (Authority counsel, presenting the lease history of the Old City Jets and Infinity Aviation leases: "And it should be noted that that amendment was not authorized by the board. The executive director at the time did that unilaterally. And those types of amendments do require board approval."; "There's case law that says when an agent of a government entity acts beyond the scope of their power, the resulting act is generally void.").

"material commercial lease matters, including extensions and renewals of this nature, are subject to approval by the Authority's Board of Directors."[3] Volato and Banyan asked to meet that week to discuss the requested extension.

For weeks, the Authority ignored the April 3, 2026 letter. Thus, on May 26, 2026, Volato and Banyan followed up with a second letter.[4] They noted that "the Authority ha[d] not provided a written response" to their April 3rd correspondence. They also requested that the Authority provide written approval of a sublease amendment to extend Banyan's sublease through the expiration of Volato's lease term.

On June 17, 2026 – about three (3) weeks after the May 26 letter and two-and-a-half (2.5) months after the April 3rd letter—Mr. Pittman finally responded on behalf of the Authority.[5] Mr. Pittman exercised his authority under Paragraph 16 of the Master Lease to consent to the requested sublease amendment on behalf of the Authority. However, then he went further. He purported to deny Volato's request for a commercially reasonable lease extension on behalf of the Authority. Further, he announced the Authority's purported intent to auction the leased premises at the expiration of Volato's lease term. The letter gave no indication that Mr. Pittman put Volato's extension request to the Board, much less that the Board participated in the purported decision to deny the request. It also provided no justification, legal or factual, for the denial of Volato's request.

In sum, it appears that Mr. Pittman sat on a Board-copied lease-extension request for seventy-five (75) days, never brought it before the Board, and then usurped the Board's authority to purportedly deny the request for no ostensible reason. To this day, it does not appear that the Board has been asked to consider, or rendered any decision regarding, Volato's reasonable lease extension request.

2. *The Lease Policy Reserves Lease Extension Decisions to the Board.*

Mr. Pittman's unilateral actions violate the Authority's adopted Lease Policy, which reserves decisions regarding the leasing of commercial hangars to the Board. Section 8.2 of the Policy states the rule plainly: "proposed **leases of property and any modifications thereto shall be subject to approval of a majority vote of the Authority.**"[6] The Policy permits the Executive Director to act alone only with respect to two (2) types of leases — (i) T-Hangar, Box Hangar, and Tie-Down leases; and (ii) leases "of 2500 sq. ft. or smaller at prevailing market rates." Every other type of lease requires Board consideration.[7] Further, for commercial leases, Section 8.2 of the Policy requires "an initial Authority Review prior to substantive negotiations" and a "public benefit" determination under Section 6.2.1.[8]

---

[3] Letter from Volato, Inc. and Banyan Air Services, Inc. to Courtney Pittman, Interim Executive Director, St. Johns County Airport Authority, re: Request for Lease and Sublease Extension Framework (Apr. 3, 2026) (copying the members of the Board of Directors and the Authority's General Counsel).

[4] Letter from Volato, Inc. and Banyan Air Services, Inc. to Courtney Pittman, Interim Executive Director, St. Johns County Airport Authority, re: First Amendment to Hangar Sublease Agreement – 4738 Casa Cola Way (May 26, 2026).

[5] *See* Ex. A.

[6] St. Johns County Airport Authority, *Lease Policy and Procedures* § 8.2 ("Agenda Items"), at 53 (Mar. 2026) (the "Lease Policy").

[7] *Id.* § 8.2, at 53 ("T-Hangar Exclusion") ("The Executive Director or designee is specifically authorized to enter into any T-Hangar type lease on behalf of the Authority without additional approval of the Authority."); *id.* ("Aviation Office Space Exclusion") ("The Executive Director is specifically authorized to enter into any lease of 2500 sq. ft. or smaller at prevailing market rates, on behalf of the Authority without additional approval of the Authority.").

[8] *Id.* § 8.2, at 53 ("Additional Requirements for Commercial Leases") ("Lease proposals which anticipate a 'commercial' use of airport property shall be subject to an initial Authority Review prior to su[b]stantive negotiations being accomplished by the Executive Director"; "Authority review shall include a determination of

The subject lease is a commercial hangar lease, not one of the two categories of leases that the Policy gives the Executive Director authority to administer on his own. Thus, questions concerning the subject lease fall to the Board, not the Executive Director. Indeed, the Authority has already treated this leasehold as one requiring its approval at the disposition level: the Master Lease passed to Volato only through an Assignment and Assumption to which the Authority gave its written consent on January 9, 2024. Having exercised approval authority over who holds this commercial leasehold, the Authority cannot now permit its Executive Director to decide the leasehold's future by unilateral fiat.

The Authority's Rules & Regulations further reinforce this point. Section I limits the Executive Director's authority to administrative matters and reserves "Policy making" decisions to the Board.[9] Choosing to deny a tenant-in-good-standing's reasonable lease extension request and instead put the leasehold to public auction constitute policy choices the Executive Director lacks authority to make.

The point is even further reinforced by the Authority's recent handling of another large commercial hangar. Jerry Rivkin's lease for 235 and 245 Hawkeye View Lane presented the Authority with the same question it faces here: what to do with a large commercial hangar, occupied by a tenant in good standing, at the end of its lease term. The Authority answered that question by putting it to the Board. Twice — in January 2025 and again in November 2025 — the Executive Director placed the matter on the Board's agenda, recommended a one-year extension meant to preserve the Board's options, and put the matter to a Board vote.[10] The Board then determined the hangar's long-term disposition, ultimately advancing an RFP for the property in April 2026.[11]

Volato does not quarrel with that process. On the contrary, it is exactly what Volato requests. As Mr. Pittman explained to the Board regarding the Rivkin lease on November 10, 2025: "When it comes to large hangars like that ... that is up to you-all's discretion. T-hangars are the executive director's decision. ... You-all can extend if you would like. You-all can do RFQ if you would like. The whole process is up to you."[12] What Mr. Rivkin received — an agenda item, a staff presentation, an opportunity to appear and be heard, preservation of the status quo while the Board deliberated, and a decision by majority vote — is precisely what the Lease Policy requires, and precisely what Volato now requests. Instead, seven months after telling the Board that the decision whether to extend or to bid out a large hangar belonged exclusively to the Board, Mr. Pittman made that identical decision himself regarding the Volato lease, without ever presenting it to the Board at all. His own words in the Rivkin matter demonstrate that he knew he lacked the authority to do so.

'public benefit' consistent with Section 6.2.1 of this document . . . ."); *see also id.* § 6.2.1, at 18 ("Public Use and Benefit Determination").

[9] St. Johns County Airport Authority, *Airport Rules and Regulations*, Policy No. 97-03, § I.2 ("Scope"), at 3 (adopted Sept. 15, 1997) ("Administration of the terms of the AR&R shall be under the authority, responsibility and control of the Executive Director. Policy making activities of these AR&R reside with the St. Augustine – St. Johns County Airport Authority.").

[10] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. 123:18–125:10 (Jan. 13, 2025) (Mr. Pittman: "[W]hat we're trying to do with the Rivkin hangar is just do a one-year extension with no promises of any other further extensions."; extension approved by unanimous vote); Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. 102:9–25, 105:1–25 (Nov. 10, 2025) (Mr. Pittman explaining that the one-year extension was sought "to give you-all time to decide and determine" whether "you wanted to do an RFQ or you wanted to give Mr. Rivkin an extension on his lease"; Chairman Primrose: "giving at least a year and then potentially . . . going out and seeing what the . . . market looks like"; extension approved by unanimous vote).

[11] See Agenda, St. Johns Cnty. Airport Auth. (Apr. 8, 2026) (unfinished business item, "RFP 245 Hawkeye View Lane"); Recording of Regular Meeting, St. Johns Cnty. Airport Auth. (Apr. 8, 2026) (Mr. Rivkin: "I went through a process of an RFP, which I find I'm the subject of today."; stating that Rivkin Aircraft Corporation has occupied 235 and 245 Hawkeye View Lane for seven years and has "paid about $609,000 in lease payments . . . every one of them on time"). The April 8, 2026 agenda and any issued RFP should be obtained and substituted for this citation before filing.

[12] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. 104:6–14 (Nov. 10, 2025).

3. *An Auction of Occupied Space Conflicts with the Authority's Own Lease Policy.*

An auction would also conflict with the terms of the Authority's own Lease Policy. The Policy requires the Authority to allocate lease space "using a uniform and consistently applied methodology" – i.e., waiting lists – not a one-off, highest-bidder auction of an occupied facility.[13] The Policy also gives commercial-aviation tenants in good standing, like Volato, the "first opportunity to lease existing available space and/or priority in occupancy."[14] Nothing in the policy supports the purported decisions announced here – refusing to extend the lease of a tenant in good standing in order to publicly auction its commercial hangar space.

B. This is Not a Routine Leasing Dispute; it Reflects Long-Standing Favoritism and Discrimination.

This matter demands the Board's immediate attention because the Executive Director's overreach is not a one-off; it is indicative of a troubling pattern. The Authority's Executive Director, working with the Authority's outside aviation counsel, has repeatedly acted beyond his authority to target Liotta-affiliated businesses, and the record of that conduct is now well-developed. We raise this not to relitigate old disputes but because it is relevant to the matter now before the Board. The Board should expect that any decision to ratify the Executive Director's unauthorized decisions – and deny Volato's commercially reasonable lease extension request – will be scrutinized in light of the Authority's past conduct.

1. *The Authority Enforced Selectively Against Modern Aero While Protecting Favored Insiders.*

As you know, the Authority recently audited roughly one hundred forty-nine (149) hangars. By Mr. Pittman's own admission, this was "the first ... hangar audit" in the airport's history, and the records reflect no prior contested T-hangar termination of any kind.[15]

The audit documented violations in a majority of the hangars inspected — roughly eighty (80) of the one hundred forty-nine (149) audited. Mr. Pittman reported to the Board that 34% of hangars had tenant-ownership issues (49 of those audited were not in compliance) and that 22 aircraft (15%) were non-operational. Nevertheless, the Authority terminated only one tenant's leases because of the "violations" it claimed to have discovered: Modern Aero, a commercial aviation provider affiliated with the Liotta family. The arrangements the Authority labeled violations followed the Authority's own instructions and were expressly permitted by its Lease Policy, which provides that "aircraft ownership shall not be a condition precedent to leasing a T-Hangar."[16] The Executive Director did not act alone. He testified that the Authority's outside aviation counsel, Chad Roberts, drafted the roughly 140 enforcement letters the audit generated, and that his own practice was to "confer with the aviation counsel" before terminating a lease.[17]

---

[13] Lease Policy § 4 ("Application and Waiting Lists"), at 11 ("It shall be the policy of the St. Augustine – St. Johns County Airport Authority that application for aviation and non-aviation lease space shall be made using a uniform and consistently applied methodology."; waiting lists "shall be developed, managed and maintained by the Executive Director").

[14] *Id.* § 4, at 11 ("Additional Consideration for Commercial Aviation Uses") ("Proposed Lessee's that have engaged in Commercial Aviation and a determination of 'public use and benefit' has been properly made relative to the proposed commercial operation, shall be afforded first opportunity to lease existing available space and/or priority in occupancy in appropriate 'built to specifications' space initiated by the Airport Authority, consistent with FAA guidelines.").

[15] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. 85:22–25 (Dec. 9, 2024) (Mr. Pittman: "this is the first — what I did was the first of what I can find hangar audits here at St. Augustine Airport"); *see also* Hangar Audit Spreadsheet (reflecting 149 audited hangar units), produced by the Authority in response to public records request PRR 2025-06-2_000161.

[16] Lease Policy § 4, at 12 ("[A]ircraft ownership shall not be a condition precedent to leasing a T-Hangar."); *see* Prosecutorial Summary, Office of the State Attorney, Seventh Judicial Circuit, Case No. SA25020661A03, at 34 (T-Hangar waiting-list member confirming that the Airport Authority "sent him the Hangar lease, which he signed and returned," and that he "followed the instructions the Airport Authority gave him").

[17] Dep. of Courtney Pittman 274:19–23 (Feb. 27, 2026) (Q: "And then any enforcement or letters that went out?" A: "Yes. We sent 140 letters out." Q: "And who was drafting these letters?" A: "At that time, Chad Roberts."); *see id.* at 193:4–11 (Mr. Pittman: "I confer with the aviation counsel and then . . . I terminate the lease . . . .").

Meanwhile, the Authority extended a pass to favored insiders with plain violations. For example, the Authority permitted the former Board Chair to keep a T-hangar that she used "for entertaining."[18] The Authority permitted the pilots' association to keep a T-hangar that it used as a "club house."[19] And flight trainers that ran commercial operations from T-hangars without operating agreements drew no enforcement action.

The Authority did not disguise the motivation for its favoritism; it announced it from the dais. At the same December 2024 meeting where Mr. Pittman announced the hangar audit, he also rose to celebrate moving aerobatic pilot Patty Wagstaff off the waiting list and into a hangar. As he explained, "why would you go so far for Ms. Patty Wagstaff? . . . [W]e should take care of our own." A sworn affidavit later confirmed that Ms. Wagstaff "was not at the top of the waiting list."[20] Yet the Authority awarded her a hangar in the very weeks that it was acting to terminate Modern Aero's leases.

2. *The Authority Criminally Fixed the Vote against Modern Aero in Advance.*

The January 13, 2025 vote against Modern Aero was fixed in advance, via a series of private meetings that the Executive Director attended and later described to the State Attorney. In those meetings, board members spoke of "Modern Aero needing to get put off the airport" and said "the Liottas need to go back to Atlanta."[21] In February 2025, the Authority's general counsel resigned over the misconduct, citing "a pattern of violations of Florida Sunshine Law" and "retaliatory behavior."[22] Florida's State Attorney then charged three Board members with Sunshine Law violations, and one of them with felony witness-tampering for attempting to influence Mr. Pittman's testimony. In August 2025, all three resigned their seats and took deferred-prosecution agreements. This ended their tenures, but not the Authority's favoritism for insiders or discrimination against the Liotta family.

3. *The Authority Discredited Jennifer Liotta for Exposing the Executive Director's Misconduct.*

During this same period, Mr. Pittman simultaneously drew two separate salaries from the Authority — collectively totaling approximately $300,000.00 — without a Board-ratified contract. Board members could identify no action approving Mr. Pittman's pay package. Consequently, the Board cut Mr. Pittman's salary to $225,000, then reduced it again — a running concession that the Board never authorized the dual salary structure. Separately, Mr. Pittman also (a) spent roughly $30,000.00 on "professional development" against a budget of less

---

[18] Prosecutorial Summary, Office of the State Attorney, Seventh Judicial Circuit, Case No. SA25020661A03, at 32 ("Ms. Ludlow has two T-Hangars, but she was never on the waiting list. She keeps her airplane in one Hangar and uses the other Hangar for entertaining."); *see also id.* at 39 ("Ms. Ludlow has a bar in her T-Hangar where other Board Members meet.").

[19] Dep. of Courtney Pittman 101:18–21 (Feb. 27, 2026) (referring to the T-hangar occupied by the St. Augustine Airport Pilots Association as "the SAAPA clubhouse").

[20] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. 92:1–19 (Dec. 9, 2024) (Mr. Pittman: "[S]ome might say, hey, why would you go so far for Ms. Patty Wagstaff? . . . [W]e should take care of our own."); Aff. of Adam Bays ¶¶ 6–9 (Mar. 13, 2025) ("Mr. Bays reviewed the T-Hangar waiting list and Patty Wagstaff was not at the top of the waiting list at the time of his review in 2024"; "The Interim Executive Director, Co[u]rtney Pittman . . . instructed Mr. Bays to send Patty Wagstaff the lease agreement for the T-Hangar.").

[21] Prosecutorial Summary, Office of the State Attorney, Seventh Judicial Circuit, Case No. SA25020661A03, at 22 (Defendants Tucker and Ludlow "discussed 'Modern Aero needing to get put off the airport'"; Defendant Ludlow stated, "We got three, we got three. We're going to run the airport going forward."); *id.* at 23 ("Defendant Ludlow exclaimed that the Liottas need to go back to Atlanta and Defendant Clarke agreed.").

[22] Letter from Jeremiah R. Blocker, Douglas Law Firm, to Board of Directors, St. Johns County Airport Authority (Feb. 20, 2025) (withdrawing as counsel to the Authority based on "a pattern of violations of Florida Sunshine Law, failure to disclose conflicts of interest and other ethical violations by the Chairman of the Board, Reba Ludlow, and an individual board member, Len Tucker," and further noting that "individual board members have engaged in what is perceived as retaliatory behavior against our attorneys for raising legal concerns").

than $7,000.00; and (b) held an undisclosed outside job supervising the airport's control tower for a private FAA contractor.

Jennifer Liotta, as a sitting member of this Board, submitted written information requests aimed at these very issues. Despite being clearly entitled to the information, the Authority ignored her requests for months — over one hundred forty (140) days in some instances. When she asked Mr. Pittman to produce documentation confirming the end date of his undisclosed tower employment, he refused, declining to provide his resignation letter from that employer. He ultimately disclosed that his last day with Robinson Aviation was November 15, 2024 — some nine (9) months after the Board understood the job to have ended. Staff even tried to charge Mrs. Liotta — a sitting Board member — a $640 "search fee" for records on Mr. Pittman's proposal to award procurement to a conflicted vendor, records he later claimed did not exist.

When Mrs. Liotta persisted, the Authority publicly discredited her. At a September 2025 workshop, outside counsel branded Mrs. Liotta and her company "adverse parties to the Airport" — a characterization she rejected on the spot as "extremely inappropriate," and one that the Authority's General Counsel implicitly undercut when he reminded the room that a sitting Board member's request for information is a different thing entirely from a public records request.[23] Mrs. Liotta resigned on October 21, 2025, in the wake of these troubling events, after naming the precise governance defects this letter concerns: non-Board members usurping executive authority by proxy, and an Executive Director discriminatorily exercising powers reserved to the Board.[24]

4. *The Board Cannot Accept the Executive Director's Account of His Own Authority.*

Mr. Pittman has repeatedly lied to the Board and then, when questioned, attempted to shift responsibility to others — the former general counsel, the Board, a lost document, a subordinate. He tried to blame the former general counsel and the Board for his own unapproved salary; both contradicted him. He tried to convince the Board that his tower job ended in February 2024, when it continued until November 2024. And in a sworn interview, he claimed credit for discovering and reporting concerns about his predecessor's conduct. But the Authority's former general counsel flatly refuted that claim, testifying that it was Board member Jennifer Liotta who brought the matter to his attention, and that he "wouldn't have known about it but for her telling me."[25]

On the present question of whether Mr. Pittman possessed the authority to make the purported decisions announced in the June 17th Letter, we believe the answer is clear and in the negative. But the Board certainly cannot rely on Mr. Pittman's say-so to reach a different conclusion. To the extent any genuine question exists, the Board should obtain a fresh assessment from independent counsel — not counsel who participated in the prior enforcement actions against Modern Aero — rather than defer to the very executive whose personal authority is in question.

---

[23] Tr. of Workshop Meeting, St. Johns Cnty. Airport Auth. 141:2–4 (Sept. 8, 2025) (Mr. Roberts: "Mrs. Liotta and her company are adverse parties to the airport."); *see id.* at 142:1–4 (Ms. Liotta: "[T]elling me who I am and am not adverse to as a board member[is] extremely inappropriate."); *id.* at 127:23–129:16 (General Counsel Walker intervening to clarify the distinction between a sitting Board member's request for information and a public records request).

[24] Letter from Jennifer Liotta to Board of Directors, St. Augustine Airport Authority, re: Resignation from Board of Directors (Oct. 21, 2025) (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").

[25] Dep. of Jeremiah Ray Blocker, Esq. 74:2–8 (Mar. 30, 2026) (Q: "And who first brought to your attention about Jaime Topp and the use of Modern Aero airplanes?" A: "Jennifer Liotta."; "I wouldn't have known about it but for her telling me . . . ."); *cf.* Recorded Interview of Courtney Pittman, Office of the State Attorney, Seventh Judicial Circuit, Case No. SA25020661A03 (Mar. 13, 2025) (Mr. Pittman: "And I reported this to Jeremiah Blocker. . . . I followed it up by telling him the things that I noticed that Jaime Topp was doing wrong.").

C. The Oversight Issues are Bigger than Mr. Pittman.

While it is Mr. Pittman's conduct that is currently at issue, the problems outlined in this letter did not begin with him. The Authority's executives have exceeded their authority for years, and the Board has failed to check them.

1. *In 2021, the Executive Director Announced a "No Jets" Policy Without Authority.*

In July 2021, then-Executive Director Edward Wuellner announced, by email, "a new airport policy that there could be no jets in the area of the airport where [Liotta-affiliated businesses] Modern and Premier" operated.[26] Mr. Wuellner issued this announcement during a lease negotiation in which the Authority's own draft lease *approved* jet use. Counsel could find no rule supporting the pronouncement and repeatedly asked the Authority's attorney "on what authority the director was announcing this 'no jets' policy."[27] The airport's attorney could identify none. Instead, he proposed routing the matter to the Board as an "emergency" agenda item — conceding that the Board, not the Executive Director, possessed the authority to make the decision.[28] The Authority also threatened, in the same exchange, to "terminate Premier's lease and regulate Modern out of business."[29] The Authority's June 17th threat to refuse Volato's reasonable extension request and put its leasehold to public auction smacks of the same discriminatory intent aimed at the same family.

2. *Weeks Before the Authority's June 17th letter, the Board Cured Defective Insider Leases.*

The Board's recent conduct only reinforces this conclusion. On May 13, 2026, the Board took up the Old City Jets and Infinity Aviation leases. The Board's own counsel advised, on the record, that a January 2023 amendment adding twenty (20) years of renewal options "was not authorized by the board" but was undertaken by the Executive Director "unilaterally."[30] Counsel further advised that renewal options "require[d] board approval" and that, under Florida law, "when an agent of a government entity acts beyond the scope of [his] power, the resulting act is generally void."[31] Presented with that information, the Board did not move to nullify the unauthorized insider leases. It instead moved to bring them into good standing — even adding "aircraft management" as a permitted use under the leases.

---

[26] Aff. of John Coomes, Esq. ¶¶ 4–5 (Oct. 18, 2021) (attesting that, by e-mail dated July 29, 2021, Northeast Florida Regional Airport Executive Director Ed Wuellner "had announced a new airport policy that there could be no jets in the area of the airport where Modern and Premier operated and/or intended to operate their businesses"); *see id.*, Ex. A (July 29, 2021 e-mail).

[27] *Id.* ¶¶ 7, 10–11 (Mr. Coomes "could not find any policy or rule of NFRA that supported the director's July 29 email pronouncement"; "I also asked on what authority the director was announcing this 'no jets' policy"; "I repeatedly asked for this authority throughout our approximately 36-minute call, and each time I asked, Mr. Burnett could not provide any authority."); *see id.* ¶ 13 ("I even directly asked Mr. Wuellner to tell me this authority, and he too was silent.").

[28] *Id.* ¶ 16 ("I also stated that NFRA could not simply announce a substantial rule affecting the airport without proper notice and deliberation and a vote, and Mr. Burnett's response was that they would just make this an 'emergency' item on the board of director's next meeting agenda in early August.").

[29] *Id.* ¶ 14 ("NFRA, through its counsel, Mr. Burnett, with Mr. Wuellner on the phone, threatened that NFRA would simply terminate Premier's lease and regulate Modern out of business at the airport by creating a new formal 'no jets' rule.").

[30] Tr. of Regular Meeting, St. Johns Cnty. Airport Auth. (May 13, 2026) (transcription of meeting recording) (counsel presenting the lease history: "And it should be noted that that amendment was not authorized by the board. The executive director at the time did that unilaterally.").

[31] *Id.* ("And those types of amendments do require board approval."; "There's case law that says when an agent of a government entity acts beyond the scope of their power, the resulting act is generally void."); *see also id.* (as to the parallel Infinity Aviation amendment: "There's also an amendment there that did not get board approval that should have.").

That decision exposes the Authority's purported treatment of the Volato lease as arbitrary and selective. For insiders whose leases the Authority's own counsel identified as unauthorized — and as to which he cited case law rendering unauthorized acts "generally void"— the Authority and the Board swiftly acted to cure and preserve the leases. For Volato — an incumbent lessee in good standing — the Authority, unchecked by the Board, arbitrarily rejected its extension request and announced its intent to auction its leasehold. Volato addresses this letter to the Board for precisely that reason; to afford it the opportunity to exercise proper oversight and prevent further arbitrary and selective enforcement of its rules.

D. The Board Should Weigh the Authority's Potential Legal Exposure Before it Acts.

We raise the following points not to threaten the Board, but because we believe the Board should consider them before it makes any decision regarding the Volato lease. Further, we believe that any decision made in disregard of these points is not one that could be fairly said to take the "public benefit" in mind, as the Authority's Lease Policy requires.

1. *The Authority is Already a Federal Respondent in Action Brought by Volato.*

As you know, on October 24, 2022, Volato filed a Part 16 complaint against the Authority (FAA Docket 16-22-09), alleging violations of grant assurances governing economic nondiscrimination, exclusive rights, and related obligations. Volato did so after the Authority favored its incumbent FBO — which held a right of first refusal — and 'land-banked' the 21.1-acre parcel that Volato had proposed to develop as a second FBO. The FAA itself had cautioned the Authority against 'land banking,' which the Authority's own Answer defines as "reserving available property for an existing tenant to the exclusion of a new, potentially competing tenant." In 2026, the Authority purports to engage in similar misconduct — excluding the incumbent Volato by arbitrarily denying its lease extension request and announcing its intention to auction its leasehold. Both actions raise the same economic-nondiscrimination concerns under the same grant assurances impacting the same tenant.

2. *The Authority's Federal Grant Obligations Counsel Against Putting Volato's Lease to Auction.*

The Authority has accepted roughly $48.7 million dollars in federal airport grants over the years, the most recent of which Mr. Pittman himself certified in August 2024. Additionally, in April 2026, the Authority added a $9.65 million-dollar federal award, pushing total federal funding above $58 million dollars. The grant assurances require the Authority to maintain a self-sustaining fee and rental structure through the collection of fair market rent. An extension of an incumbent tenant's lease at fair market rent fully satisfies that obligation. Nothing in the grant assurances requires a highest-bidder auction of occupied space — and selective enforcement against one commercial tenant, while exempting favored insiders, raises precisely the economic-nondiscrimination concerns those assurances exist to prevent.

3. *Other Related Matters are Already Pending.*

Other matters already in motion form part of the same record: *Modern Aero, LLC v. St. Johns County Airport Authority*; *Modern Aero, LLC v. Ludlow, Tucker & Clarke*, Case No. 2025-CA-1137, in which the three former Board members are sued individually; the Sunshine Law violations described above; and pending public records demands under Chapter 119.

In sum, Volato asks the Board to reconsider the purported decisions announced in the June 17th Letter because those decisions belong to it, not the Executive Director, and they could have significant legal consequences. The Board should re-evaluate those decisions itself, with full information and independent legal advice from counsel *not* involved in the prior enforcement actions against Modern Aero — and not permit its Executive Director to act unilaterally, in excess of his authority, to the Authority's legal peril.

E. Requested Action.

In light of the foregoing, Volato respectfully requests that the Board place this matter on the agenda for its next meeting following its upcoming July 15, 2026 meeting. Volato further requests that the Board: (a) confirm that the purported leasing decisions announced in the June 17th Letter exceeded the Executive Director's authority and, thus, are void; (b) verify that Volato's lease extension request will be considered by the Board and determined by majority vote; and (c) commit in writing that any future disposition of the premises will comply with the Authority's adopted leasing methodology, including Sections 4, 6.2.1, and 8.2 of the Lease Policy.[32]

In the meantime, while Volato disputes the validity of the purported decisions announced in the Authority's June 17th letter, it nevertheless – in an abundance of caution and without waiver of its rights – hereby gives the Authority and Board written notice of its appeal from those "decisions" pursuant to Administrative Policy Section 1.115. Volato timely submits this appeal within thirty (30) days of the Authority's June 17th Letter. For the avoidance of doubt, Volato does not, by submitting this appeal, concede that the disputed decisions in the June 17th letter were authorized, proper, or final.

Finally, Volato reminds the Authority of its legal obligation under Florida law to preserve evidence relevant to potential litigation. Accordingly, Volato requests that the Authority issue a litigation hold covering evidence relevant to the instant dispute, including but not limited to records and electronic records related to the Volato and Modern Aero leaseholds; the hangar audit; the June 17th Letter, and all communications among the Executive Director, outside counsel, and any Board member concerning the Liotta-affiliated businesses.

As stated above, Volato is prepared to appear at the Board meeting where this matter will be heard. Please confirm the meeting date and the Authority's procedure for placing this item on the agenda.

Nothing in this letter waives any right of Volato, Modern Aero, or the Liottas under the Master Lease, the Authority's policies, Chapter 119, Chapter 286, or federal law. All such rights are expressly reserved.

SINCERELY,

FRIED BONDER WHITE, LLC

JOSEPH A. WHITE

JAW/sn

cc: Christopher Walker, Esq., General Counsel [cwalker@lippes.com; generalcounsel@sgj-airport.com]
Jeffrey W. Kempf, Esq., Lippes Mathias LLP [jkempf@lippes.com]

32 To the extent the Authority now contends that the June 17th Letter decided nothing, then Volato's April 3rd extension request remains pending and undetermined, and the Board must take it up. Either way, the matter belongs on the Board's agenda

EXHIBIT A

ST. AUGUSTINE
AIRPORT

June 17, 2026

Via Electronic Mail: mike.prachar@flyvolato.com; mokeeffe@banyanair.com
Via USPS Certified Mail

Mr. Mike Prachar
Chief Operating Officer
Volato, Inc.
1954 Airport Rd., Suite 124
Chamblee, GA 30341

Mr. Mike O'Keeffe
Senior Vice President
Banyan Air Services, Inc.
Fort Lauderdale Executive Airport
5360 NW 20th Terrace
Fort Lauderdale, FL 33309

Subj: Approval of Amended Sub-Least to Banyan Air Services, Inc.

Dear Gentlemen,

This will acknowledge receipt of, and thank you for, your two items of correspondence of April 3, 2026 and May 26, 2026.

The Airport Authority has had an opportunity to review the document styled "First Amendment to Hangar Sublease Agreement" which is attached to your May 26, 2026 correspondence. Among other terms, the proposed agreement would amend the term of the sub-lease from Volato, Inc. to Banyan Air Services, Inc. so as to be concurrent with the term of the Master Lease. The Master Lease between Volato, Inc. and the Airport Authority expires on August 31, 2028.

As contemplated by Paragraph 16 of the Master Lease Agreement, the St. Johns County Airport Authority consents to the execution of the proposed "First Amendment to Hangar Sublease Agreement."

As regards to any modifications or extensions of the Master Lease Agreement, it is the present intention of the Airport Authority that the hangar facility that is the subject of the Master

ST. AUGUSTINE AIRPORT

Lease Agreement will be made available for an open competitive bidding process by aeronautical service market participants closer to the end of the term of the Master Lease Agreement.

Sincerely,

Courtney K. Pittman

Courtney K. Pittman
Executive Director

4796 US Highway 1 North, St. Augustine, FL 32095 – www.sa-airport.com – 904-209-0090

July 29, 2026

Via: *Electronic Mail Message,*
United States Mail

Atlantic Aviation – St. Augustine LLC d/b/a Atlantic Aviation
4900 US 1 North
St. Augustine, FL 32095
Attn: Ms. Michele Hartman, Area Director
Michelle.Hartmann@atlanticaviation.com
Mr. Vinny Beyers, General Manager – SGJ
vinny.beyers@atlanticaviation.com

Re: Commercial Terminal Facility; Building and Licensed Property

Dear Michele:

I write on behalf of the St. Johns County Airport Authority (the "Authority"), the owner and operator of the St. Augustine Airport (the "Airport"), regarding the Commercial Service Terminal Building and the Licensed Property identified as Parcel 1 (together, the "Terminal Facility") under the License of Commercial Airline Terminal Property dated July 15, 2007 (the "License Agreement" or "License"). The purpose of this letter is to resolve, promptly and cooperatively, the prolonged underutilization of the Terminal Facility — underutilization that is preventing productive aeronautical use of a significant Airport asset and that implicates the Authority's binding obligations to the Federal Aviation Administration ("FAA") under its federal grant assurances.

Background

The Authority and Atlantic Aviation – St. Augustine LLC ("Atlantic"), as successor in interest to Aero Sport, Inc. d/b/a Galaxy Aviation of St. Augustine, are parties to the Lease Agreement dated September 19, 2005 (the "Lease") and to the License Agreement. Under the License, Atlantic's predecessor, as licensor, licensed the Parcel 1 property within the FBO leasehold to the Authority so that the Authority could construct and operate, at the Authority's sole cost, the Commercial Service Terminal Building in support of scheduled air carrier service at the Airport. The Authority did so, and it has since paid Atlantic a license fee for the Licensed Property and insured the improvements — all while the Lease and License have continued in effect. The License was amended by the First Amendment to License of Commercial Airline Terminal Property dated July 16, 2012, and, pursuant to the Amendment to Lease Agreement and License

Agreement (Airport Terminal) dated December 23, 2015, its term was made coterminous with the Lease, including extensions. Atlantic has exercised the Lease's renewal option, extending the Lease term — and with it the License — through December 31, 2036.

Two features of the License frame the present situation. First, Section 5 provides that if the Commercial Service Terminal Building is no longer used for regularly scheduled FAA Part 121 or scheduled Part 135 air carrier operations and the Authority does not have a written commitment from another commercial carrier within 180 days, Atlantic may terminate the License on thirty days' written notice. Second, Sections 3(b) and 5(a) provide that upon termination of the License, the Commercial Service Terminal Building and other improvements shall be included within the property subject to the Lease, and Atlantic shall lease the facility for the remaining term of the Lease at market rates determined under the investment-return methodology the parties agreed upon — the parties having further agreed, in Section 3, that the building as designed is suitable for aircraft hangar use with only minor modifications.

Scheduled Part 121 air carrier service has not operated at the Airport for many years and during this period the Airport Authority has not had any commitments from another commercial carrier for scheduled service. Throughout that period, Atlantic has neither: (i) exercised its rights under Section 5 — with the attendant obligations under Sections 3(b) and 5(a) to take the facility into the Lease and commence paying rent upon it — nor (ii) relinquished its rights and claims under the License Agreements. The result is that the Terminal Facility, a substantial and centrally located aeronautical asset, sits materially underutilized and revenue-negative to the Airport: the Authority continues to bear the license fee, insurance, and carrying costs of a facility generating no aeronautical activity, while Atlantic's unexercised rights effectively forecloses the Authority from offering the facility to other qualified aeronautical users on reasonable terms.

<u>The Authority's Federal Obligations</u>

As Atlantic is aware, the Airport has been deeded and developed with federal Airport Improvement Program assistance, and the Authority is bound by the FAA's sponsor grant assurances to operate as a public use airport. Those obligations are not external to the parties' bargain: the Lease is expressly subordinate to the Authority's agreements with the United States (Lease Section 26); Atlantic is contractually obligated to comply with FAA sponsor grant compliance and assurance requirements, including modification of the Lease where required (Lease Section 8); and the License is, at all times, subject and subordinate to the Lease (License Section 6). Section 8 of the Lease states:

> In the event that the FDOT or FAA require modification of this Lease in order to comply with the Sponsor Grant Compliance and Assurance requirements, Lessee

agrees, insofar as such modifications do not alter any substantive provisions, to modify this Lease to comply with such requirements.

Lease September 19, 2005, Section 8.

Several of the Authority's federal obligations bear directly on the present situation:

1. **Grant Assurance 5 (Preserving Rights and Powers).** The Authority may not take or permit any action that deprives it of the rights and powers necessary to perform its federal obligations, and it is required to "act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others" that would interfere with that performance. An indefinite, unexercised claim on the Terminal Facility is precisely the kind of outstanding claim of right the Authority is obligated to resolve.

2. **Grant Assurance 22 (Economic Nondiscrimination).** The Authority must make the Airport and its facilities available for public aeronautical use on reasonable terms and without unjust discrimination. The Authority cannot satisfy that obligation as to the Terminal Facility while its availability is clouded by asserted but dormant rights.

3. **Grant Assurance 23 (Exclusive Rights) and FAA Order 5190.6C.** FAA's Airport Compliance Manual, Order 5190.6C, § 8.6(b), addresses this situation directly: where a service provider holds space or claims on facilities "in excess of its reasonable needs," the FAA may find a violation of the exclusive rights prohibition where the provider is banking land or facilities it cannot put to gainful aeronautical use in a reasonable period, or where vacant property controlled by the provider denies a competitor entry to the airport. The Order further cautions that options and future preferences such as Atlantic holds "must generally be avoided" because they allow an incumbent to hold a claim on airport property at little or no cost and then exercise it only when faced with competition. The FAA's compliance framework does not permit the Authority to acquiesce in that outcome — and exposure under it is shared, because the arrangement that produces it is one the FAA expects the sponsor to correct.

4. **Grant Assurance 24 (Fee and Rental Structure).** The Authority must maintain a fee and rental structure that makes the Airport as self-sustaining as possible. A major facility that generates no revenue — and that in fact imposes ongoing license-fee, insurance, and carrying costs on the Airport — while remaining unavailable for offer to rent-paying aeronautical users, is inconsistent with that mandate if allowed to persist indefinitely.

ST. AUGUSTINE AIRPORT

To be clear, the Authority is raising these obligations because they constrain what the Authority may lawfully do from this point forward — including how long it may leave the present arrangement undisturbed. The Authority does not intend to permit this situation to continue indefinitely without resolution. Atlantic is a sophisticated aeronautical service provider and understands why these circumstances must be corrected.

Request for Election

The License itself supplies the framework for resolution: it contemplates that when scheduled air carrier service has ceased for the requisite period, Atlantic either takes the facility into its leasehold and begins paying for it, or the parties' arrangements are brought to an orderly conclusion. What the License does not contemplate is a third course — indefinite inaction that leaves the facility idle while foreclosing its use by any other aeronautical service provider. Accordingly, the Authority requests that, within thirty (30) days of the date of this letter, Atlantic deliver to the Authority a written election of one of the following:

(a) **Election Under the License.** Written confirmation of Atlantic's election to proceed under the framework the parties themselves agreed to: exercise of Atlantic's rights under Section 5 of the License, with the Commercial Service Terminal Building and other improvements thereupon included within the Lease and rented at market rates in accordance with Sections 3(b) and 5(a), together with prompt good-faith negotiation of a definitive implementing amendment addressing, among other things, the condition in which Atlantic will accept the facility and the disposition of the conversion provisions of Section 3. The Authority is prepared, in that negotiation, to discuss the full range of terms that would make such an election commercially sensible for Atlantic — including Atlantic's acceptance of the facility in its existing, as-is condition in exchange for other consideration, permitted-use terms appropriate to Atlantic's operations, and term structure — provided any arrangement conforms to the Authority's federal obligations; or

(b) **Relinquishment and Restructuring.** A written agreement terminating the License and releasing any right, option, preference, or claim Atlantic may assert with respect to the Terminal Facility— including under Sections 3, 5, and 10 of the License and Section 4 of the — coupled with an amendment to the Lease removing the Licensed Property from the demised premises with an equitable adjustment of rent, in the same manner the parties successfully employed in the Second Amendment to Lease Agreement in 2022, so that the Authority may make the facility available to qualified aeronautical users on reasonable and not unjustly discriminatory terms.

As Atlantic is aware, the historical collection of the Lease Agreements, Fuel Farm Agreements, Licenses, and their many amendments constitutes a patchwork of legal documents that Atlantic no longer complies with. For example, Atlantic has not complied with its obligation to provide a material amount of the aeronautical services it is obligated to under the original Lease, even when afforded the opportunity to do so with sub-contractors. The Authority reserves all of its rights concerning these issues. The Authority suggests that, as part of either election, the parties reduce the twenty years of agreements, licenses, and amendments into a single integrated novation that reflects the practical circumstances that are likely to exist during the remainder of Atlantic's term.

If Atlantic makes neither election within the period requested, the Authority will have no responsible choice but to treat Atlantic's continued inaction as confirmation that Atlantic does not presently intend to put the Terminal Facility to gainful aeronautical use, and that it is "land-banking" the Terminal Facility to the prejudice other qualified users and to the prejudice of the Authority.

Reservation of Rights

This letter is sent in a spirit of cooperation, but nothing in it is, or shall be construed as: (i) an admission of any fact or liability by the Authority; (ii) a concession or determination that any particular right of Atlantic has vested, remains exercisable, or is enforceable, or that any election or exercise period remains open; (iii) a concession regarding the scope or application of any provision of the License; (iv) a waiver, modification, or termination of any provision of the Lease, the License, or any other agreement between the parties, each of which remains subject to its terms; or (v) a waiver of any right, remedy, claim, or defense of the Authority, at law, in equity, or before the FAA, all of which are expressly reserved. No course of dealing, forbearance, or delay by the Authority shall operate as a waiver, consistent with the parties' agreements.

The Authority would regard all of those options as far less desirable than a mutually agreeable path forward.

ST. AUGUSTINE AIRPORT

The Authority's Executive Director and its counsel are available to meet with Atlantic's team at your earliest convenience, and we would welcome a working session within the next thirty (30) days. Please direct your response, and any notices under this letter, to the undersigned at the address above.

Sincerely,

Courtney Pittman

Courtney K. Pittman
Executive Director
St. Johns County Airport Authority

cc: Atlantic Aviation – St. Augustine LLC d/b/a Atlantic Aviation
5201 Tennyson Parkway, Suite 150
Plano, TX 75024
Attn: General Counsel

ATLANTIC

August 4, 2026

Via Electronic Mail

St. Johns County Airport Authority
St. Augustine Airport
Attn: Mr. Courtney K. Pitmann, Executive Director (ckp@sgj-airport.com)

Re: Commercial Terminal Facility; Building and Licensed Property

Dear Mr. Pitmann:

Thank you for your letter dated July 29, 2026, regarding the Commercial Terminal Facility, Building and Licensed Property at St. Augustine Airport. We are in receipt of the letter and appreciate the Authority's continued engagement related to this matter.

Atlantic is reviewing the items raised and is working thoughtfully toward a formal response. We are also in the midst of an internal LOI approval process, and that letter will be forthcoming along with our response.

The intent of our response will be to demonstrate the value of Atlantic's proposal and how it can be accretive to both parties as we work toward a mutually beneficial path forward.

We plan to provide the Authority with our formal response prior to the end of August and look forward to continuing the dialogue in the interim.

Warmest Regards,

Deb Kelley
VP Business Development, Airport Real Estate
Atlantic Aviation

Cc:

Atlantic Aviation: Dawud.crooms@atlanticaviation.com; Clive.lowe@atlanticaviation.com ; Kurt.schmidt@atlanticaviation.com; michelle.hartmann@atlanticaviation.com; vinny.byers@atlanticaviation.com; Tania.amar@atlanticaviation.com

SGJ Airport: Aviation Attorney <aviationattny@sgj-airport.com>; Jeffrey W. Kempf <jkempf@lippes.com>; Deputy General Counsel <deputygc@sgj-airport.com>

St. Johns County Airport Authority
Financial Highlights: June 2026

REVENUES

Total Operating Revenues for June were $477,889, trailing budget by $14,207. Fuel Service Revenue of $75,208 was $24,207 below budget and $28,720 below the prior year, reflecting softer fuel volumes due to both tanks being inoperable as of mid-June. Lease Revenue of $367,669 was $4,399 above budget and $21,324 ahead of prior year, supported by sustained occupancy. Operating Agreements of $31,283 were $4,789 above budget. Year-to-date Operating Revenues of $4,424,401 remain $22,139 ahead of the nine-month budget and $137,145 above the prior year — the Authority continues to outperform on revenues on a cumulative basis despite the soft fuel month.

FUEL COSTS

Cost of Goods Sold for June was $36,749, coming in $19,534 below budget in line with the lower fuel revenue volumes. This resulted in a June gross profit of $441,140, which exceeded budget by $5,326 and prior year by $17,761, despite the tank issues. Year-to-date COGS of $488,249 is $18,296 below budget, and YTD gross profit of $3,936,152 is $40,435 ahead of budget — the favorable fuel cost performance has contributed meaningfully to gross profit throughout the fiscal year.

EXPENSES

Operating Expenses for June totaled $450,711, which is $87,036 above budget — a significant overage driven primarily by a single line item. Professional Services of $159,178 exceeded budget by $100,794, which includes the expected internal investigation billing of $73,311. Repairs & Maintenance of $42,325 was $15,383 above budget, reflecting unplanned deposit on a temporary fuel tank. Business Travel & Training of $5,433 was $1,521 over budget and includes reimbursements to the candidates for the Executive Director position. Partially offsetting these overages were Personnel & Benefits of $28,321 below budget and Technology of $2,024 below budget— continuing the favorable trend from recent months. Year-to-date Operating Expenses of $3,344,335 are $79,765 above budget through nine months, with Professional Services ($147,460 over YTD) and Government Fees & Assessments ($52,529 over YTD) as the two most significant pressure points. These are partially offset by YTD savings in Personnel & Benefits ($71,739 under), Operating Expense ($19,129 under), and Business Travel ($13,831 under).

BOTTOM LINE

Operating income before debt service and depreciation was negative $9,571 for June, falling $81,710 short of budget. This reflects the combined impact of the revenue shortfall and the significant Professional Services overage. Year-to-date operating income of $591,817 trails budget by $39,330 — the first month the YTD operating income position has turned negative against budget, driven by the June expense spike and decline in Fuel Revenue. Non-operating income for June was $106,994, including $97,440 in Operating Grants received and $9,494 in investment income, coming in $420,311 below budget due to slower-than-anticipated capital project progress which governs the pace of grant draw-downs. Year-to-date Non-Operating Income of $1,122,036 is $2,372,290 below budget. No grant awards have been reduced or lost; grant revenue will increase as project construction advances. Income before depreciation for June was $97,423, trailing budget by $502,021. Year-to-date income before depreciation of $1,713,853 trails budget by $2,411,620, driven entirely by grant timing. The Authority's FYE forecast projects full-year revenues essentially on budget; however, Professional Services and grant timing remain items to monitor through year-end.

BALANCE SHEET

Total assets as of June 30, 2026 were $81,915,186 with a net position of $79,500,317. Cash and savings of $3,891,810 remained essentially stable from May's $3,856,546, with the small net cash increase of $24,731 reflecting grant receipts partially offset by operating outflows and capital project spending. Grants Receivable decreased to $199,801 from $267,699 at May 31, reflecting the $97,440 in grant reimbursements received during the month. Accounts Receivable increased to $65,594 from $25,838. Accounts Payable increased to $197,748 from $163,787. Net position of $79,500,317 declined from $79,676,528 at May 31, consistent with the net loss for the month, and compares to $82,051,813 at June 30, 2025.

CASH FLOW HIGHLIGHTS

June produced a net cash increase of $24,731, driven by $226,463 in net investing activity inflows (depreciation add-backs of $410,471 partially offset by $178,384 in active CIP project expenditures and a $19,085 vehicle purchase), offset by $187,676 in operating cash outflows and $14,056 in financing outflows. Year-to-date, net cash has decreased by $1,087,190 from the October 1, 2025 opening balance of $4,981,109 to $3,893,919 at June 30. Active capital projects at June 30 include Hawkeye View Lane Realignment ($66,702 spent in June), Eastside Infrastructure ($56,160 in June), Fuel Farm Improvements, Access Road US1-Casa Cola, Taxiway F Extension, and the Airfield Capacity Study. A vehicle purchase of $19,085 was also made during the month.

KEY TAKEAWAYS

- YTD revenues of $4,424,401 remain $22,139 ahead of the nine-month budget and $137,145 above prior year — cumulative revenue performance remains solid.
- Professional Services of $159,178 exceeded budget by $100,794 in June due to the expected internal investigation billing of $73,311.
- Personnel & Benefits of $138,572 was $28,321 below budget in June; YTD Personnel is now $71,739 favorable — a significant positive offset to other expense overages.
- YTD operating expenses of $3,344,335 are $79,765 over budget through nine months, driven primarily by Professional Services ($147,460 over YTD) and Government Fees ($52,529 over YTD).
- Grant draw-down timing remains the dominant bottom-line driver; YTD grants of $1,013,844 are $2,347,237 below budget due to capital project progress pace. No awards have been reduced.
- Cash remains stable at $3,891,810; the balance sheet is healthy with total assets of $81,915,186 and a net position of $79,500,317.

St. Augustine St. Johns County Airport Authority
Comparative Income Statement (Unaudited)
For the Nine Months Ending June 30, 2026

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
Operating Revenues								
Fuel Service Revenue	$ 75,208	$ 99,415	$ (24,207)	$ 103,928	$ 905,569	$ 894,735	$ 10,833	$ 913,485
Lease Revenue	367,669	363,270	4,399	346,345	3,247,723	3,242,831	4,893	3,108,977
Operating Agreements	31,283	26,494	4,789	32,518	244,700	238,446	6,254	238,446
Other Operating Revenue	3,730	2,917	813	2,550	26,409	26,250	159	26,348
Total Operating Revenues	477,889	492,096	(14,207)	485,340	4,424,401	4,402,262	22,139	4,287,257
Cost of Goods Sold								
Cost of Fuel	36,749	56,283	(19,534)	61,961	488,249	506,546	(18,296)	525,296
Total COGS	36,749	56,283	(19,534)	61,961	488,249	506,546	(18,296)	525,296
Gross Profit	441,140	435,813	5,326	423,379	3,936,152	3,895,717	40,435	3,761,961
Operating Expenses								
Personnel & Benefits	138,572	166,893	(28,321)	149,212	1,430,299	1,502,038	(71,739)	1,135,237
Professional Services	159,178	58,383	100,794	118,069	672,910	525,450	147,460	584,072
Airline Operations/Badging	138	250	(112)	506	3,174	2,250	924	2,453
Business Travel & Training	5,433	3,913	1,521	3,178	21,382	35,213	(13,831)	34,235
Technology	3,034	5,058	(2,024)	(4,806)	42,111	45,525	(3,414)	88,710
Utility Services	20,894	21,500	(606)	19,098	160,184	169,000	(8,816)	175,027
Insurance	37,163	38,685	(1,522)	27,917	335,468	348,169	(12,701)	295,629
Repairs & Maintenance	42,325	26,942	15,383	6,812	246,842	242,475	4,366	200,348
Promo, Dues & Memberships	1,454	1,708	(254)	336	16,366	15,375	991	12,330
Government Fees & Assessments	25,464	24,933	531	34,247	292,929	240,400	52,529	226,467
Office Expenses & Fees	4,688	2,575	2,113	4,132	26,300	23,175	3,125	48,025
Operating Expense	12,367	12,833	(467)	11,950	96,371	115,500	(19,129)	128,205
Contract/Temp Labor	-	-	-	-	-	-	-	114,204
Total Operating Expenses	450,711	363,674	87,036	370,650	3,344,335	3,264,570	79,765	3,044,942
Operating Inc before DS and Depr	(9,571)	72,139	(81,710)	52,730	591,817	631,147	(39,330)	717,019
Non Operating Income								
Operating Grants	97,440	512,500	(415,060)	-	1,013,844	3,361,081	(2,347,237)	1,351,200
Investment Income	9,494	14,775	(5,281)	14,234	107,951	132,975	(25,024)	133,265
Other Non Operating Income	60	30	-	630	240	270	(30)	45,856
Total Non Operating Income	106,994	527,305	(420,341)	14,864	1,122,036	3,494,326	(2,372,290)	1,530,321
Non Operating Expense	-	-	-	-	-	-	-	-
Total Non Operating Expense	-	-	-	-	-	-	-	-

St. Augustine St. Johns County Airport Authority
Comparative Income Statement (Unaudited)
For the Nine Months Ending June 30, 2026

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
Income Before Depreciation	$ 97,423	$ 599,444	$ (502,051)	$ 67,594	$ 1,713,853	$ 4,125,473	$ (2,411,620)	$ 2,247,340

St. Augustine St. Johns County Airport Authority
Balance Sheet
At June 30, 2026

	Jun 30, 26	May 31, 26	Jun 30, 25
Current Assets			
Checking/Savings	$ 3,891,810	$ 3,856,546	$ 4,821,177
Accounts Receivable	65,594	25,838	16,002
Grants Receivable	199,801	267,699	287,117
Inventory and Other Current Assets	1,843,203	1,960,208	1,905,366
Total Current Assets	6,000,409	6,110,291	7,029,663
Noncurrent Assets			
Deferred Outflow-Other	130,440	146,216	146,216
Capital Assets, net	74,910,887	75,123,888	76,566,245
Other Noncurrent Assets	873,451	852,782	596,563
Total Noncurrent Assets	75,914,777	76,122,886	77,309,023
Total Assets	81,915,186	82,233,177	84,338,686
Current Liabilities			
Accounts Payable	197,748	163,787	252,480
Credit Cards	3,471	122	4,936
Other Current Liabilities	319,700	318,887	206,296
Total Current Liabilities	520,918	482,796	463,712
Noncurrent Liabilities			
Deferred Inflow	465,255	527,400	527,400
Deferred Inflow - Leases	956,238	1,009,725	759,033
Net Pension Liability	472,458	536,729	536,729
Total Noncurrent Liabilities	1,893,951	2,073,854	1,823,162
Total Liabilities	2,414,869	2,556,650	2,286,873
Net Position	$ 79,500,317	$ 79,676,528	$ 82,051,813

St. Augustine St. Johns County Airport Authority

Statement of Cash Flows

June 2026 and YTD

Full name	June 2026	YTD
OPERATING ACTIVITIES		
Net Income	$ (313,048.05)	$ (1,980,384.38)
Adjustments to reconcile Net Income to Net Cash provided by operations:		
115-115 Accounts Receivable	(39,755.90)	(24,474.60)
115-120 Grants Receivable:Federal Grants - A/R	-	59,850.00
115-125 Grants Receivable:State Grants - A/R	67,897.70	77,889.63
Inventory Asset	(3,757.98)	(3,277.75)
155-155 Prepaid Items	62,271.56	53,762.07
190-003 ST Lease Receivable	594.31	5,605.98
Accounts Payable	38,122.75	(465,428.03)
223-223 Unearned Revenue	-	23,921.00
Total for Adjustments to reconcile Net Income to Net Cash provided by operations:	**125,372.44**	**(272,151.70)**
Net cash provided by operating activities	**(187,675.61)**	**(2,252,536.08)**
INVESTING ACTIVITIES		
Less Amortization/Depreciation	391,385.81	(1,264,812.03)
Construction in Progress	(178,384.48)	2,433,392.98
190-004 LT Lease Receivable	13,461.80	(264,541.93)
Net cash provided by investing activities	**226,463.13**	**904,039.02**
FINANCING ACTIVITIES		
240-240 Opening Balance Equity	-	2,370.82
290-110 Deferred Inflow - Leases	(14,056.11)	258,935.95
Net cash provided by financing activities	**(14,056.11)**	**261,306.77**
NET CASH INCREASE FOR PERIOD	**24,731.41**	**(1,087,190.29)**
Cash at beginning of period	**3,869,187.51**	**4,981,109.21**
CASH AT END OF PERIOD	**$ 3,893,918.92**	**$ 3,893,918.92**

St. Augustine Airport Authority
Construction Projects in Progress
Fiscal Year Ending 09/30/2026

Project Name	Primary Grant #	Project Description	Original Contract Amount	Total Contract Current Value including Changes	Net Actuals Paid to Date	Remaining to be Paid	Percentage Completed	Targeted Completion	Remarks
Land Acqisition - Hawkeye View Lane	438048-1 G2V47	Property Acquisition	$ 3,012,500	$ 3,012,500	$ 2,117,557	$ 894,943	70.29%	6/30/2027	Grant funds remaining $423,511 (80/20 split with FDOT)
Eastside Infrastructure - Job Growth Grant	G0143	Infrastructure supporting Hawkeye View Lane realignment	$ 4,892,795	$ 4,892,795	$ 226,814	$ 4,665,981	4.64%	12/31/2027	Initial design phase grant value $892,795. Reimbursement available when expenditures reach 30%
Self Serve Fuel Farm Improvements	438047-1 G2T25	Design & Construct Fuel Farm	$ 562,500	$ 562,500	$ 56,931	$ 505,569	10.12%	6/1/2027	Initial design plans 45% complete
Access Rd US1 to Conference Center (Casa Cola)	435026-2 G3A74	Design & construct Access Rd from US 1 to Conference Center	$ 1,156,250	$ 1,156,250	$ 228,546	$ 927,705	19.77%	9/30/2027	Initial design phase - Wetland permitting at 97% complete; Stormwater Mgmt plan 73% complete
Taxiway F Extension	433126-5 G3A71	Extend Taxiway F past Casa Cola Rd	$ 1,250,000	$ 1,250,000	$ 43,596	$ 1,206,404	3.49%	9/30/2027	Extension approved to FY 27/28
Hawkeye View Lane Realignment	435026-3 G3L10	Design & Construct Realignment of Hawkeye View Lane	$ 5,000,000	$ 5,000,000	$ 273,315	$ 4,726,685	5.47%	9/30/2028	Initial design phase - Environmental Assessment at 34% complete; Design & bid phase 21% complete
Airfield Capacity Study	433126-7 G3B60	Study and analysis of the airfield capacity	$ 125,000	$ 125,000	$ 34,070	$ 90,930	27.26%	10/1/2027	Initial phase

Actuals Paid totals as of 7/31/26

PASSERO

ST. AUGUSTINE AIRPORT

Project Status Update

August 12, 2026, Airport Authority Board Meeting

1. **East Side Development**
   a. **Environmental Assessment (EA)** (with FAA)
      i. Formal submission of EA report to FAA is expected to occur by end of August. Completion of EA is dependent upon FAA review time.
   b. **East Terminal Drive** (aka Hawkeye View Lane Realignment)
      i. Rezoning of 22-acre parcel purchased from the Gun Club
         1. Rezoning approved by Planning & Zoning Board
         2. Board of County Commissioner's Hearing scheduled for August 18th
      ii. 60% roadway design completed August 7; Water Management District and County Site Development Permit applications submitted. (see attached Overall Site Plan)
      iii. 100% design documents are scheduled for end of October.
      iv. Construction planned to start 1st quarter 2027
      v. **Action Item: Amendment #1** to existing design contract for additional wetland permitting and mitigation and associated required work was reviewed at July Board meeting and has now been revised based on Board input; revised Amendment is now proposed for additional fee of $93,550 (see the attached proposed Contract Amendment for further information)
   c. **Job Growth Grant (Utilities)**
      i. Michael Baker International is providing design of potable water and sanitary sewer utilities, and working with Passero to produce one overall set of design and bid documents for East Terminal Drive. Schedule will follow same schedule described above for East Terminal Drive.
      ii. 60% design completed August 14.
   d. **$9.65M Federal Appropriation**
      i. Funding will be administered through the FAA.
      ii. Meeting held with FAA staff on July 7.
      iii. Follow up Email sent on July 23 confirming discussion from July 7, including eligibility of proposed scope of work (East Side and South GA) and status of Environmental Assessment.
      iv. Follow up meeting with FAA scheduled for September 10
      v. Goal is to have FAA agree to FY 27 funding to support current infrastructure development projects (East Side and South GA).

2. **Self-Serve Fuel Farm Improvements**
   a. Bid #1 - Fuel System Equipment Procurement
      i. **Action Item (Award to Contractor):** Bids opened July 31
         1. Fuel Tech
            a. $236,265.02 (1 tank, 24-28 weeks), $472,540.04 (2 tanks, 24-28 weeks)
         2. ABA-CON
            a. $259,728 (1 tank, 35 weeks), $513,564.00 (2 tanks, 38 weeks)
   b. Bid #2 – Installation
      i. Finalization of design and bid documents for Bid #2 will occur after the Bid #1 Bid Opening.

Project Status Update

August 12, 2026, Airport Authority Board Meeting

3. **Airfield Capacity Study**
    a. Need to schedule a Board Workshop meeting to discuss airfield capacity enhancement alternatives
    b. October 14 proposed as possible workshop meeting date
4. **South GA Improvements**
    a. The intent is to bid and construct Casa Cola Roadway and Taxiway F as one project
    b. **Casa Cola Roadway Extension**
        i. Nothing new to update since last month
    c. **Taxiway F Extension**
        i. Nothing new to update since last month
    d. **Job Growth Grant (Utilities & Stormwater)**
        i. The Job Growth Grant allows for utilities and stormwater improvements in the South GA area of the Airport
        ii. Micheal Baker International is designing new water main loop from Conference Center Building down Taxiway F to Estrella Ave, to create water main loop
            1. 60% design scheduled for August 14.
5. **Runway 13 RSA Improvements**
    a. FAA grant for design executed
    b. Passero design grant executed
    c. FDOT grant for design and construction offered in July.
        i. **ACTION ITEM** – Resolution to execute FDOT grant is needed, unless covered by agenda item from May.