



REQUEST FOR PROPOSALS

Aviation Hangar Lease

Hangars 235 & 245 Hawkeye View Lane

St. Augustine, Florida 32095



St. Augustine Airport (Northeast Florida Regional Airport, SGJ)

RFP NO.

2026-03

ISSUE DATE

September 28, 2026

PROPOSALS DUE

October 30, 2026 · 12:00 Noon ET

Issued by:

St. Johns County Airport Authority — Purchasing Department

4796 U.S. Highway 1 North, St. Augustine, Florida 32095

Procurement Contact: Linda M. Santiago · (904) 209-0090 · lms@sgj-airport.com

NOTICE TO PROPOSERS

The St. Johns County Airport Authority (the “Authority”) is requesting sealed proposals from qualified aviation businesses for the lease, operation, and occupancy of two Authority-owned aviation hangars located at 235 and 245 Hawkeye View Lane, St. Augustine, Florida. The two hangars are offered together, under a single lease, as one leasing opportunity.

The Authority seeks proposals from experienced aviation organizations whose operations will enhance airport activity, create economic opportunity, promote responsible stewardship of Airport assets, and support the long-term development goals of the St. Augustine Airport.

The Authority intends to enter into a long-term lease with the proposer whose proposal is determined to provide the greatest overall benefit to the Airport based on the evaluation criteria contained in this Request for Proposals (“RFP”).

Proposals must be received no later than 12:00 Noon ET on Friday, October 30, 2026. Proposals received after that time will be deemed non-responsive and will not be considered. Proposals may be hand-delivered or mailed to:

St. Johns County Airport Authority — Purchasing Department

Attention: Linda M. Santiago

4796 U.S. Highway 1 North, St. Augustine, FL 32095

Hours: 8:00 a.m. – 4:30 p.m. ET, Monday through Friday

Phone: (904) 209-0090 | Email: lms@sgj-airport.com

The responsibility for delivering a proposal to the Purchasing Department on or before the specified date and time rests solely with the proposer. The Authority is not responsible for delays caused by mail, courier, or any other occurrence. Proposals will be publicly opened at the time and place stated in the Procurement Schedule.

A non-mandatory site visit will be held as set forth in the Procurement Schedule to allow prospective proposers to inspect the two hangars. Proposers are strongly encouraged to attend and to conduct their own due diligence before submitting a proposal.

No-Contact Provision (“Cone of Silence”): From the issue date of this RFP until the Authority publishes its notice of intended award, prospective proposers shall not contact any Authority Board member, officer, employee, or evaluation committee member regarding this RFP, except in writing through the Procurement Contact identified above. Any violation may, in the Authority’s sole discretion, result in disqualification.

The Authority reserves the right to reject any or all proposals, waive informalities or irregularities, request additional information, negotiate with one or more proposers, or cancel this solicitation at any time if determined to be in the best interest of the Authority.

Americans with Disabilities Act: The Authority adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to Airport services, programs, and activities. Please call (904) 209-0090 at least 48 hours in advance of any event to request accommodations.

Courtney K. Pittman

Executive Director, St. Johns County Airport Authority

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SECTION 1

Introduction and Purpose

The St. Johns County Airport Authority owns and operates the St. Augustine Airport (FAA Identifier: SGJ), a public-use, federally obligated general aviation airport serving St. Johns County and Northeast Florida. The Authority is committed to providing safe, efficient, and financially sustainable airport facilities that support aviation, economic development, and community growth.

Through this RFP, the Authority is soliciting proposals from qualified aviation businesses interested in leasing two Authority-owned hangars located at 235 and 245 Hawkeye View Lane. The two hangars are of substantially similar construction, share a common site, and are offered together as a single leasing opportunity under one lease.

The Authority intends to select a proposer that demonstrates the ability to successfully operate an aviation business while maximizing the long-term value of this important Airport asset. Selection will not be based solely on rental revenue. The Authority will consider the overall value offered by each proposal, including the proposed aviation use, operational experience, financial capability, capital investment, economic impact, and compatibility with the Airport.

Purpose

The purpose of this RFP is to identify a qualified tenant capable of:

- Conducting FAA-compatible aeronautical activities;
- Maintaining the facility in first-class condition;
- Investing in the property where appropriate;
- Creating employment opportunities;
- Supporting continued aviation growth at the Airport;
- Enhancing the long-term financial stability of the Airport; and
- Operating in compliance with all applicable federal, state, and local laws.

SECTION 2

Procurement Schedule

The Authority anticipates the following procurement schedule. The Authority reserves the right to modify these dates through the issuance of an addendum. All times are Eastern Time.

Milestone	Date
RFP Issued	Monday, September 28, 2026
Non-Mandatory Site Visit / Pre-Proposal Conference	Thursday, October 8, 2026 — 10:00 a.m. ET at 235 Hawkeye View Lane
Deadline for Written Questions	Thursday, October 15, 2026
Authority Responses / Addenda Issued	Thursday, October 22, 2026
Proposal Submission Deadline	Friday, October 30, 2026 — 12:00 Noon ET
Public Proposal Opening	Friday, October 30, 2026 — immediately following the deadline
Evaluation and Shortlisting by Selection Committee	October 30 – November 4, 2026
Presentations / Interviews with Shortlisted Proposers	Wednesday, November 11, 2026 (Board meeting)
Board Determination of Final Ranking / Notice of Intent to Award	Wednesday, November 11, 2026 (Board meeting)
Lease Negotiations	November – December 2026
Anticipated Lease Commencement	On or after January 1, 2027

SECTION 3

Airport Overview

The St. Augustine Airport, also known as Northeast Florida Regional Airport (FAA Identifier: SGJ; ICAO: KSGJ), is a public-use, federally obligated general aviation airport owned and operated by the St. Johns County Airport Authority. Situated on approximately 668 acres about four miles north of historic downtown St. Augustine, the Airport provides a safe, efficient, and business-friendly environment for corporate aviation, general aviation, aviation services, and aviation-related businesses, and supports business development, tourism, emergency services, military training, and community transportation needs.

The Airport is served by an air traffic control tower and three paved runways, the primary being Runway 13-31 at approximately 8,001 feet by 150 feet. Instrument capability includes an ILS (Instrument Landing System) approach to Runway 31, with a medium-intensity approach lighting system (MALSR), and RNAV (GPS) approaches to Runways 13 and 31. The Airport also features an on-site U.S. Customs and Border Protection facility and a full-service Fixed Base Operator offering Jet A and 100LL fuel.

In the year ending September 30, 2023, the Airport recorded approximately 124,084 aircraft operations and approximately 220 based aircraft, and the Florida Department of Transportation attributes an estimated \$1.4 billion in annual economic output to the Airport. Its strategic location provides convenient access to Interstate 95, historic downtown St. Augustine, Jacksonville, Daytona Beach, and the surrounding Northeast Florida region.

Airport at a Glance

FAA / IATA / ICAO Identifiers	SGJ / UST / KSGJ
Owner / Operator	St. Johns County Airport Authority
Role	General aviation (National)
Primary Runway	13-31 — approximately 8,001 ft × 150 ft
Additional Paved Runways	6-24 (2,701 ft) and 2-20 (2,609 ft)
Air Traffic Control Tower	Yes
Instrument Approaches	ILS/LOC to Runway 31; RNAV (GPS) to Runways 13 and 31
Annual Operations (FY 2023)	Approximately 124,084
Based Aircraft (FY 2023)	Approximately 220
U.S. Customs & Border Protection	On-site
Fuel	Jet A and 100LL (full-service FBO)

Airport Features

The Airport offers numerous advantages to aviation businesses, including:

- Air traffic control tower
- ILS approach to Runway 31
- Full-service Fixed Base Operator (FBO)
- Approximately 8,001-foot primary runway (13-31)
- RNAV (GPS) approaches to Runways 13 and 31
- Jet A and 100LL fuel services

- On-site U.S. Customs and Border Protection
- Flight training
- Aviation business development opportunities
- Aircraft maintenance services
- Corporate aviation facilities
- Ongoing investment in airport infrastructure

SECTION 4

Property Description

The Authority is offering for lease two existing aviation hangar buildings located on a shared, gated site on the north side of the Airport:

St. Augustine Airport — 235 & 245 Hawkeye View Lane, St. Augustine, Florida 32095

Together, the two hangars comprise approximately 15,623 square feet of rentable building area — approximately 14,673 square feet of hangar space and 950 square feet of office space — situated on approximately 1.11 acres. Both buildings were constructed in 1993, are of steel and masonry construction, and are in average condition. Each hangar provides a clear height of approximately 25 feet, a 24-foot hangar door, and both airside and landside access. Surface parking for approximately 12 vehicles is available. These characteristics are drawn from the independent market rent study prepared for the Authority.

Property at a Glance — Combined Facility

Property Address	235 & 245 Hawkeye View Lane, St. Augustine, FL 32095
Owner	St. Johns County Airport Authority
Facility Type	Two aviation hangar buildings (offered together)
Total Building Area	Approximately 15,623 SF
Hangar Area	Approximately 14,673 SF
Office Area	Approximately 950 SF
Site Area	Approximately 1.11 acres
Year Constructed	1993
Construction	Steel and masonry
Clear Height	Approximately 25 feet
Hangar Door Height	24 feet
Vehicle Parking	Approximately 12 spaces
Airside Access	Yes
Landside Access	Yes
Condition	Average

The Two Hangars

The buildings may be summarized as follows. The office and restroom improvements are located within Hangar 245. Square footages are approximate; proposers are encouraged to inspect the premises.

Hangar	Approx. Rentable Area	Approx. Site Area	Notes
Hangar 235	10,395 SF	0.76 acre	Hangar bay; balance of the combined facility

Hangar	Approx. Rentable Area	Approx. Site Area	Notes
Hangar 245	5,228 SF	0.35 acre	Includes the 950 SF office and restroom improvements
Combined	15,623 SF	1.11 acres	Offered together under a single lease

Existing Lease

The current lease for both hangars is scheduled to expire on December 31, 2026. The Authority anticipates entering into a new lease agreement with the selected proposer, with occupancy expected on or after January 1, 2027, subject to successful lease negotiations and Board approval. Delivery of possession is subject to the current tenant's surrender of the premises at the expiration of its lease. The Authority will coordinate access with the current tenant for the site visit and any inspections before that date.

Condition; Due Diligence; No Representations

The premises will be leased in their then-existing "as-is, where-is" condition, including all existing structures, subsurface conditions, and any easements affecting the property. The Authority makes no representation or warranty of any kind, express or implied, as to the condition of the premises or their suitability for any particular use. Each proposer is solely responsible for conducting its own inspection and due diligence to determine the suitability of the premises for its proposed use and investment. Square footages and site areas stated in this RFP are approximate and are provided for general information only.

Facility Photographs

Photographs of the facility are provided in Exhibit C to this RFP.

SECTION 5

Leasing Opportunity, Permitted Uses, and Market Rent

The Authority is seeking a long-term tenant that will operate an aviation-related business contributing to the continued success of the Airport. The Authority encourages proposals from organizations with demonstrated experience in aviation operations and a commitment to maintaining high standards of safety, customer service, and facility stewardship.

Examples of Permitted Aviation Uses

- Corporate aircraft operations
- Aircraft management
- Aircraft maintenance and repair
- Aircraft charter operations
- Aircraft sales and brokerage
- Aircraft storage incidental to an active aviation business
- Avionics services
- Aviation manufacturing
- Aviation technology
- Government aviation operations
- Emergency-response aviation services
- Other FAA-compatible aeronautical activities approved in writing by the Authority

Use Restrictions

The following restrictions apply to the proposed use of the premises:

- The proposed use shall not include the operation of a Fixed Base Operator (FBO).
- The successful proposer shall not engage in the retail sale or dispensing of aviation fuel to the public or to third parties.
- The proposed operation shall support an active aviation-related business or aeronautical use. Proposals whose primary purpose is aircraft, vehicle, or equipment storage without a substantive aviation business operation will not be considered responsive.
- Proposers shall clearly describe the proposed aviation business, the services to be provided, and how the operation will contribute to the Airport's economic development, aviation activity, and overall mission.

Preference may be given to proposals that demonstrate job creation, capital investment, increased aviation activity, and long-term economic benefit to the St. Augustine Airport.

Desired Outcomes

The Authority intends to select a tenant that will:

- Increase aviation activity at the Airport;
- Support the Authority's long-term strategic objectives;
- Invest in the leased premises;

- Maintain the facility in excellent condition;
- Generate employment opportunities;
- Demonstrate long-term financial stability;
- Provide high-quality aviation services; and
- Operate in full compliance with all applicable federal, state, and local requirements.

Facility Improvements

The Authority welcomes proposals that include capital improvements or facility enhancements that increase the long-term value of the property. Any proposed improvements shall be clearly described in the proposal and are subject to review and approval by the Authority. Unless otherwise agreed in writing, all permanent improvements to the property shall become the property of the Authority upon expiration or termination of the lease. No tenant improvement allowance is offered by the Authority.

Base Rent and Market Rent Study

To assist in establishing fair market rental value, the Authority commissioned an independent market rent study. As subsequently adjusted by the appraiser, the study supports a fair market rental value of \$10.00 per rentable square foot annually on a triple-net (NNN) basis, with annual escalations based on the Consumer Price Index (CPI) of up to 5% per year.

Informed by that study, the Authority has established a base rent of \$10.00 per rentable square foot annually, on a triple-net (NNN) basis, under which the tenant pays its pro-rata share of operating expenses including real estate taxes, insurance, and common-area maintenance. Applied to the approximately 15,623 rentable square feet of the combined facility, this equates to an initial base rent of approximately \$156,230 per year, subject to CPI-based annual escalation of up to 5%. Proposers may offer rent at or above the established base rent. The final rent, term, escalations, and renewal options will be set forth in the lease and are subject to Board approval.

Highest and Best Use

The Authority is seeking the proposal that provides for the highest and best use of the premises — the proposer whose combination of aviation use, experience, personnel, financial capability, and community benefit will result in a high-quality aeronautical operation that advances the Authority's strategic goals.

Minimum Standards, Rules, and Self-Fueling

The successful proposer will be required to comply with the Authority's Rules and Regulations, Minimum Standards, and Rates and Charges, as amended from time to time, and to demonstrate compliance with the Minimum Standards applicable to its proposed aeronautical use (for example, the applicable Subpart for aircraft maintenance, aircraft sales, flight training, charter, aircraft management, or aircraft storage). The Authority operates the exclusive self-service commercial fueling facility at the Airport and reserves its exclusive right with respect to the sale of aviation fuel; a proposer may not sell aviation fuel. Self-fueling of a privately operated aircraft by its owner or operator is permitted only in accordance with the Authority's Minimum Standards and self-fueling guidelines and any required license or approval.

Availability of Authority Documents. The Authority's Minimum Commercial Aviation Operating Standards ("Minimum Standards"), Rules and Regulations, and Rates and Charges are available for inspection at the Authority's administrative offices during normal business hours and may be obtained from www.sa-airport.com or upon request from the Procurement Contact.

SECTION 6

Minimum Qualifications

To be considered responsive, each proposer shall demonstrate the qualifications, experience, and financial capability necessary to successfully operate the proposed aviation business throughout the lease term. At a minimum, each proposer shall:

1. Be legally authorized to conduct business in the State of Florida, or provide evidence of its ability to do so prior to lease execution;
2. Have a minimum of three (3) years of experience operating an aviation-related business comparable to the proposed operation, or demonstrate equivalent management experience acceptable to the Authority;
3. Be in good standing with all applicable federal, state, and local regulatory agencies;
4. Not be suspended or debarred from contracting with any federal, state, or local governmental entity;
5. Demonstrate the financial capacity to operate the proposed business and fulfill all lease obligations;
6. Demonstrate the ability to obtain all required insurance prior to occupancy;
7. Conduct only FAA-compatible aeronautical activities unless otherwise approved in writing by the Authority; and
8. Be in good standing with the Authority at the time the proposal is submitted and for the prior three (3) years, including with respect to any monies owed and any defaults on prior leases, contracts, or agreements, any adverse terminations, and any negative legal processes. A proposer that has not previously contracted with the Authority is considered to be in good standing.

Failure to satisfy these minimum qualifications may result in the proposal being determined non-responsive.

SECTION 7**Proposal Requirements**

Proposals shall be organized in the following order to facilitate a consistent evaluation. Proposers shall complete and submit the Proposal Forms and Submittal Checklist (Exhibit D) provided with this RFP, which correspond to the items below.

A. Cover Letter

Provide a letter signed by an individual authorized to bind the proposer, including: company name; primary contact; mailing address; telephone number; email address; type of business entity; and a statement acknowledging acceptance of the RFP requirements.

B. Company Profile

Provide: company history; years in business; primary business activities; number of employees; office locations; airport locations currently served; and organizational structure.

C. Aviation Experience

Describe the organization's experience operating aviation-related businesses, including: airport locations; similar facilities operated; FAA certifications; types of aircraft served; safety record; and regulatory-compliance history.

D. Proposed Aviation Use

Describe the proposed operation, including: type of aviation business; services to be offered; hours of operation; aircraft anticipated to use the facility; estimated annual aircraft operations; number of based aircraft; estimated annual fuel purchases; and customer base.

E. Business Plan

Provide a five-year business plan addressing: business objectives; operational strategy; growth projections; staffing plan; marketing strategy; risk management; customer-service philosophy; and safety management.

F. Financial Capability

Provide evidence demonstrating the financial capability to perform the lease, including: financial statements for the previous three fiscal years, if available; three-year financial projections for the proposed operation, prepared or certified by a Certified Public Accountant; current credit reports for the business entity and each person holding a ten percent (10%) or greater ownership interest; evidence of financing, if applicable; banking references; and a description of any pending litigation or bankruptcy proceedings that could materially affect performance. The Authority reserves the right to request additional financial information during the evaluation process.

G. Capital Improvement Plan (if applicable)

If proposing improvements to the facility, complete the table below and describe how each improvement benefits the Airport and the proposed operation.

Improvement	Estimated Cost	Proposed Completion Date

H. Economic Impact

Complete the following table.

Category	Proposed
Full-Time Employees	
Part-Time Employees	
Annual Payroll	
Estimated Capital Investment	
Estimated Annual Local Purchases	
Estimated Annual Aircraft Operations	
Estimated Based Aircraft	

I. References

Provide at least three references from airports or aviation organizations for which similar services have been performed, including for each: airport; contact person; title; telephone; email; and relationship.

J. Proposed Lease Terms

Complete the following.

Item	Proposed
Requested Initial Lease Term	
Renewal Options Requested	
Rent Offered (at or above the \$10.00/SF NNN base rent)	
Annual Escalation Method	
Security Deposit	

K. Requested Exceptions to the Lease Form

A form of the Authority's lease agreement is attached to this RFP as an exhibit. By submitting a proposal, the proposer agrees to enter into the lease substantially in that form. If the proposer wishes to request any term that differs from the lease form, it must set forth each requested change in detail in this section. Any requested change may be accepted, rejected, or modified by the Authority in its sole discretion. A proposal that does not itemize requested exceptions will be deemed to accept the lease form as written.

L. Leasehold Financing (if applicable)

If the proposer intends to finance improvements through a leasehold mortgage or other encumbrance of its leasehold interest, it shall so state and describe the proposed financing. Any such encumbrance is subject to the Authority's prior written consent and to the proposer's lender executing the Authority's consent-to-encumbrance agreement.

SECTION 8

Proposal Format and Submission

To facilitate evaluation, proposals shall:

- Be printed on 8½ × 11-inch paper in a font no smaller than 10-point;
- Not exceed thirty (30) pages, including the cover letter but excluding the required forms in Section 13;
- Include tabbed sections corresponding to the Proposal Requirements in Section 7;
- Be consecutively numbered;
- Be signed by an authorized representative with authority to bind the proposer; and
- Clearly identify any confidential information in accordance with Florida law (see Attachment I).

Copies and Application Fee

Each proposal shall be submitted in a sealed package clearly labeled “RFP No. 2026-03 — Aviation Hangar Lease” and shall consist of:

- One (1) unbound, one-sided printed original;
- Five (5) bound copies;
- One (1) USB flash drive containing the complete proposal as a single, continuous Adobe PDF identical to the printed original; and
- A non-refundable application fee of \$50.00 payable to the “St. Johns County Airport Authority” (attached so it can be removed without damage to the original).

If the electronic file differs from the printed original, the printed original governs. Proposals will be publicly opened at the time and place stated in the Procurement Schedule. The Authority reserves the right to reject proposals that fail to comply with these submission requirements. All deliveries, questions, and official communications shall be directed to the Procurement Contact identified in the Notice to Proposers. All times referenced are Eastern Time.

Required Forms and Attachments

Each proposal must include the following completed and executed documents:

- **Attachment A:** Proposal Acknowledgment and Addenda Receipt Form
- **Attachment B:** Sworn Statement on Public Entity Crimes
- **Attachment C:** Scrutinized Companies Certification
- **Attachment D:** Drug-Free Workplace Certification (optional, for preference eligibility)
- **Attachment E:** Bid Protest Procedures (for reference)
- **Attachment F:** E-Verify Registration and Compliance Affidavit
- **Attachment G:** Non-Collusion Affidavit and Conflict of Interest Disclosure
- **Attachment H:** Insurance Requirements and Evidence of Coverage
- **Attachment I:** Trade Secret / Confidential Information Designation and Redaction Index
- **Attachment J:** FAA / Title VI Nondiscrimination Assurances (applicable to Airport leases)
- **Attachment K:** Foreign Country of Concern Attestation (Form PUR 1355)
- **Exhibit A:** Form of Lease Agreement (provided for reference; itemize requested exceptions per Section 7.K)

- **Exhibit B:** Consent to Encumbrance and Agreement with Lender (if leasehold financing is proposed)
- **Exhibit D:** Proposal Forms & Submittal Checklist

SECTION 9

Evaluation Criteria

A selection committee designated by the Authority will review all responsive proposals from proposers in good standing and score them against the criteria below. Because the base rent is established by the Authority, selection will not turn on rent alone; the Authority will select the proposal that provides for the highest and best use of the premises and the greatest overall benefit to the Airport.

Evaluation Criterion	Description	Points
Proposed aviation use, highest and best use, and community benefit	The degree to which the proposed operation makes the highest and best use of the premises, increases aviation activity, and benefits the greater St. Augustine community.	25
Aviation experience, qualifications, and safety record	Relevant experience operating comparable aviation businesses, FAA certifications, personnel, and safety and regulatory-compliance history.	25
Financial capability and demonstrated ability to perform	Evidence of the financial resources and ability to operate the business and maintain the premises for the full lease term, and the strength of the offered lease terms.	20
Proven record of success and references	Validation of past performance, including at least three references from airports or aviation organizations.	15
Capital improvements, facility stewardship, and alignment with the Authority	Proposed investment in the premises, commitment to maintaining the facility, and alignment with the Authority's strategic purpose, vision, and goals.	15
Total		100

The Authority reserves the right to clarify or supplement these criteria through addenda and to request interviews or presentations from one or more proposers.

SECTION 10

Selection Process

1. **Good Standing and Responsiveness.** The Authority will first determine whether each proposal is responsive and whether the proposer meets the Minimum Qualifications in Section 6, including the good-standing requirement. Proposals that are non-responsive or from proposers not in good standing will not be evaluated.
2. **Evaluation, Scoring, and Shortlisting.** The selection committee will score each responsive proposal against the criteria in Section 9, rank the proposals, and shortlist up to the five (5) highest-ranked proposers for presentations.
3. **Presentations and Interviews.** Each shortlisted proposer will be invited to make a presentation to the Authority's Board (up to fifteen (15) minutes), followed by a question-and-answer period. Presentations should address how the proposer will provide for the highest and best use of the premises and deliver a high-quality aeronautical operation.
4. **Determination of Final Ranking.** After considering the committee's recommendation and the presentations, the Authority's Board will determine and approve a final ranking of the shortlisted proposers.
5. **Negotiation in Rank Order.** The Authority will negotiate the lease with the highest-ranked proposer. If agreement cannot be reached, the Authority may terminate those negotiations and proceed with the next-ranked proposer, continuing in descending rank order until a satisfactory lease is achieved.
6. **Board Approval.** Any resulting lease is subject to final approval by the Authority's Board and execution of a definitive lease agreement.

The Authority reserves the right to reject any or all proposals, waive informalities, negotiate with one or more proposers, or cancel this solicitation at any time.

SECTION 11

General Terms and Conditions of the RFP

The following terms govern this solicitation. By submitting a proposal, each proposer accepts these terms.

- 1. Reservation of Rights.** The Authority reserves the right to accept or reject any or all proposals, in whole or in part; to waive any informality or irregularity; to request clarification or additional information; to negotiate with one or more proposers; to re-solicit; and to cancel or amend this RFP at any time when determined to be in the best interest of the Authority. Issuance of this RFP does not obligate the Authority to enter into any lease.
- 2. Addenda.** Any interpretation, correction, or change to this RFP will be made only by written addendum issued by the Authority. Proposers are responsible for ensuring they have received all addenda before submitting a proposal. Oral statements are not binding on the Authority.
- 3. Questions and Communications.** All questions concerning this RFP must be submitted in writing to the Procurement Contact by the deadline in the Procurement Schedule. From the issue date until award, proposers shall not contact Authority Board members, officers, or staff regarding this RFP except through the Procurement Contact. Unauthorized contact may result in disqualification.
- 4. Cost of Preparation.** Each proposer is solely responsible for all costs incurred in preparing and submitting a proposal. The Authority will not reimburse any such cost.
- 5. Public Records.** Proposals are public records under Chapter 119, Florida Statutes, and Florida's Government-in-the-Sunshine laws, and are subject to disclosure unless a specific statutory exemption applies. Proposers claiming an exemption must comply with Attachment I. Designation of information as confidential does not guarantee that it is exempt from disclosure. The Authority shall not be liable for the disclosure of any information that the proposer fails to designate in accordance with Attachment I, or for the disclosure of information that a court of competent jurisdiction determines is not exempt from disclosure under applicable law.
- 6. Withdrawal and Binding Period.** A proposer may withdraw its proposal in writing prior to the submission deadline. After the deadline, each proposal shall remain firm and binding for one hundred eighty (180) days.
- 7. Conflicts of Interest.** Each proposer shall disclose any actual or apparent conflict of interest with the Authority, its Board members, officers, or staff, in accordance with Attachment G.
- 8. Protests.** Any protest concerning this solicitation or an intended award shall be governed by the Bid Protest Procedures in Attachment E.
- 9. No Obligation; Non-Waiver.** Nothing in this RFP obligates the Authority to award a lease or to proceed with the leasing opportunity. The Authority's failure to enforce any provision of this RFP is not a waiver of that provision.
- 10. Proposer Acknowledgment.** By submitting a proposal, each proposer certifies that it has read and understands this RFP and its requirements; has had a sufficient opportunity to inspect the premises and conduct due diligence; accepts the premises in their present "as-is" condition; and agrees to enter into the Authority's form of lease, subject only to the exceptions itemized in its proposal under Section 7.K and accepted by the Authority.
- 11. Fair and Open Competition.** The Authority recognizes fair and open competition as a basic tenet of public procurement and prohibits discrimination in its procurement process. The Authority encourages

participation by Disadvantaged, Minority, and Women-Owned Business Enterprises (DBE/MBE/WBE) and will afford all proposers a full and fair opportunity to compete.

12. No Brokerage Commissions. The Authority will not pay any real estate brokerage or similar commission or fee in connection with any lease or agreement resulting from this RFP.

13. Governing Law and Venue. This RFP and any resulting agreement shall be governed by the laws of the State of Florida. Exclusive venue for any action shall lie in the state courts located in St. Johns County, Florida.

SECTION 12

Lease Terms and Conditions

The following terms and conditions will be incorporated into the lease agreement between the Authority and the selected proposer. This summary is provided for informational purposes only; the definitive, negotiated lease agreement approved by the Authority's Board will control. In this section, "Tenant" means the selected proposer and "Authority" means the St. Johns County Airport Authority.

- 1. Leased Premises.** The Authority will lease to Tenant the two hangar buildings located at 235 and 245 Hawkeye View Lane, together comprising approximately 15,623 square feet, on the shared site of approximately 1.11 acres, in their then-existing "as-is, where-is" condition. Tenant is encouraged to inspect the premises before submitting a proposal.
- 2. Permitted Use.** Tenant shall use the premises solely for the FAA-compatible aeronautical activities described in its approved proposal and for no other purpose without the Authority's prior written consent. The use restrictions in Section 5 apply, including the prohibitions on FBO operations and retail fuel sales.
- 3. Rent and Triple-Net Expenses.** Rent shall be payable monthly in advance on a triple-net (NNN) basis, under which Tenant pays its pro-rata share of operating expenses — including real estate taxes, insurance, and common-area maintenance — in addition to base rent. The Authority has established a base rent of \$10.00 per rentable square foot annually (approximately \$156,230 per year for the combined facility). Rent shall at no time be less than the established base rent.
- 4. Annual Escalation.** Base rent shall be subject to annual escalation as negotiated, consistent with the market study's recommendation of adjustments based on the Consumer Price Index (CPI), up to 5% per year.
- 5. Term and Renewal Options.** The initial term and any renewal options shall be as negotiated and subject to Board approval. The Authority will consider initial terms of up to ten (10) years, with up to two (2) renewal options of up to five (5) years each, depending on the scope and value of the proposer's capital investment commitment and the overall benefit to the Airport. Terms beyond the foregoing require specific Board authorization.
- 6. Security Deposit.** Tenant shall provide a security deposit in an amount established in the lease.
- 7. Maintenance and Facility Stewardship.** Tenant shall, at its sole expense, keep and maintain the premises in first-class, clean, and safe condition, and shall perform all repairs and maintenance allocated to Tenant under the lease. Tenant shall not commit or permit waste.
- 8. Utilities.** Tenant shall be responsible for arranging and paying for all utilities and services furnished to the premises, except as otherwise provided in the lease.
- 9. Taxes and Assessments.** Tenant shall pay all applicable taxes, assessments, and governmental charges lawfully levied against the premises, Tenant's leasehold interest, or Tenant's operations, including any applicable ad valorem, leasehold, sales, documentary stamp, and intangible taxes arising from the lease. Tenant shall also pay the Authority's reasonable legal and administrative fees associated with the lease and any consent to encumbrance, as established in the Authority's Rates and Charges.
- 10. Required Repairs and Rehabilitation.** The Authority may specify certain repairs or improvements to the premises to be completed by Tenant, at Tenant's sole expense, within a defined period after commencement (for example, eighteen (18) months). Any such required-repairs schedule will be

attached to the lease and shall constitute a binding performance obligation of Tenant, in addition to Tenant's ongoing maintenance obligations.

- 11. Leasehold Financing; Consent to Encumbrance.** Tenant may encumber its leasehold interest through a leasehold mortgage only with the Authority's prior written consent and upon Tenant's lender executing the Authority's consent-to-encumbrance agreement. Tenant shall pay the Authority's legal and administrative fees associated with any such consent.
- 12. Alterations and Improvements.** Tenant shall not make alterations or improvements to the premises without the Authority's prior written consent. Unless otherwise agreed in writing, all permanent improvements shall become the property of the Authority upon expiration or termination of the lease. No tenant improvement allowance is provided.
- 13. Assignment and Subletting.** Tenant shall not assign the lease or sublet all or any part of the premises without the Authority's prior written consent, which may be granted or withheld in accordance with the lease and the Authority's policies and Minimum Standards.
- 14. Compliance with Laws, Minimum Standards, and Airport Rules.** Tenant shall comply with all applicable federal, state, and local laws, regulations, and orders, and with the Authority's Rules and Regulations, Minimum Standards, and Airport security requirements (including 49 C.F.R. Part 1542, as applicable), as amended from time to time.
- 15. Insurance.**
- 16. Indemnification.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the Authority, its officers, agents, and employees from and against all claims, losses, costs, damages, expenses, and liability (including reasonable attorneys' fees) arising out of or resulting from Tenant's use or occupancy of the premises, Tenant's operations, or Tenant's failure to comply with any applicable law or the lease, except to the extent caused by the Authority's own negligence or willful misconduct.
- 17. Environmental Compliance.** Tenant shall comply with all environmental laws and shall not cause or permit any hazardous substance to be released on or from the premises except in compliance with applicable law. Tenant shall be responsible for environmental conditions arising from its operations and shall promptly report and remediate any release caused by Tenant.
- 18. Federal Airport Obligations.** The lease is and shall remain subordinate to the provisions of any existing or future agreement between the Authority and the United States relative to the operation or maintenance of the Airport. The Authority reserves the right to further develop or improve the Airport; the right, during a national emergency, to allow the United States exclusive or non-exclusive use of the landing area; and the rights and obligations required by the Airport's federal grant assurances. This lease conveys no exclusive right in violation of 49 U.S.C. § 40103(e).
- 19. Nondiscrimination (Title VI).** Tenant shall comply with the FAA and Title VI nondiscrimination assurances set forth in Attachment J and shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the use of the premises or the provision of services.
- 20. E-Verify.** Tenant and its subcontractors shall comply with the E-Verify requirements of section 448.095, Florida Statutes, and shall verify the work authorization of all newly hired employees through the federal E-Verify system.
- 21. Scrutinized Companies / Iran Divestment.** Tenant certifies that it is not on the Scrutinized Companies lists maintained under sections 215.473 and 287.135, Florida Statutes, and shall not utilize any subcontractor that is so listed.

- 22. Default and Remedies.** Upon Tenant's failure to pay rent or to perform any other obligation under the lease, and after any applicable notice and cure period, the Authority may exercise all remedies available at law or in equity, including termination of the lease and recovery of possession and damages. The Authority's remedies are cumulative and not exclusive.
- 23. Termination.** The lease may be terminated as provided therein, including for Tenant's uncured default. Termination shall not relieve Tenant of obligations accruing prior to termination.
- 24. Surrender and Holding Over.** Upon expiration or termination, Tenant shall surrender the premises in good condition, ordinary wear and tear excepted, and shall remove its personal property. Any holding over without the Authority's written consent shall be a tenancy at sufferance on the terms stated in the lease.
- 25. Independent Status.** Nothing in the lease creates a partnership, joint venture, or principal-agent relationship between the Authority and Tenant. Tenant's employees remain under Tenant's exclusive control and Tenant is solely responsible for their compensation.
- 26. Permits and Licenses.** Tenant shall, at its own expense, obtain and maintain all permits and licenses necessary for its operations and shall comply with all laws and regulations applicable to its business.
- 27. Nondiscrimination in Employment.** Tenant shall not discriminate against any person in employment on the basis of any class protected by applicable federal, state, or local law.
- 28. Conflict of Interest.** Tenant represents that no Authority Board member, officer, or employee who may obtain a personal benefit has been or will be improperly involved in making or administering the lease.
- 29. Force Majeure.** Neither party shall be liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, inclement weather, labor disputes, pandemics, and material shortages; the time for performance shall be equitably adjusted.
- 30. Public Records Compliance.** Tenant shall comply with applicable public-records obligations under Chapter 119, Florida Statutes, to the extent required by law.
- 31. Governing Law and Venue.** The lease shall be governed by the laws of the State of Florida, with exclusive venue in the state courts located in St. Johns County, Florida.
- 32. Entire Agreement; Amendments.** The lease, together with its exhibits, constitutes the entire agreement between the parties and supersedes all prior discussions and representations. It may be amended only by a written instrument signed by both parties.
- 33. No Third-Party Beneficiaries.** The lease creates no rights or benefits in favor of any third party.
- 34. Incorporation.** This RFP, including any addenda, and the successful proposer's proposal submitted in response hereto shall be incorporated into the lease by reference and shall form a part of the lease agreement between the Authority and Tenant.

SECTION 13

Required Forms and Attachments

The forms on the following pages must be completed, executed, and included with each proposal as indicated. Where a form is marked “optional” or “for reference,” it is provided for the proposer’s information and use.

The Form of Lease Agreement (Exhibit A) and the Consent to Encumbrance and Agreement with Lender (Exhibit B) are provided under separate cover with this RFP. By submitting a proposal, the proposer agrees to the Form of Lease Agreement except as to any exceptions itemized under Section 7.K.

The Proposal Forms and Submittal Checklist (Exhibit D) is issued as a separate fillable document accompanying this RFP. Proposers shall complete all forms in Exhibit D and submit them as part of the proposal, organized in the order presented. The submittal checklist should be completed and placed at the front of the proposal package as confirmation that all required items are included.

ATTACHMENT A

Proposal Acknowledgment and Addenda Receipt Form

Legal name of Proposer (as registered): _____

FEIN: _____

Mailing address: _____

City / State / Zip: _____

Telephone: _____

Email: _____

Authorized representative name and title: _____

Signature: _____

Date: _____

Acknowledgment of Addenda

Proposer acknowledges receipt of the following addenda to this RFP (list by number and date, or mark N/A):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Binding Period: Proposer agrees that its proposal shall remain firm and binding for one hundred eighty (180) days from the proposal due date.

Certification: By signing above, the undersigned certifies that the information contained in the proposal is true and correct and that the Proposer will comply with all requirements of this RFP and applicable law.

ATTACHMENT B

Sworn Statement on Public Entity Crimes

This sworn statement is submitted to the St. Johns County Airport Authority by

_____ [print name and title] for

_____ [entity name and FEIN], in compliance with section 287.133,
Florida Statutes.

1. The person signing this statement certifies, to the best of his or her knowledge and belief, that the entity identified above and its affiliates have not been placed on the convicted vendor list following a conviction for a public entity crime and are eligible to submit a proposal, perform work, or transact business with a public entity in Florida.
2. The person signing this form understands and agrees that the submission of a false statement is a felony in the State of Florida.

Name of Authorized Person: _____

Title: _____

Signature: _____

Date: _____

State of _____ County of _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____ (Seal): _____

ATTACHMENT C
Scrutinized Companies Certification

By executing below, the Proposer certifies that it is not on the Scrutinized Companies lists and is not engaged in prohibited activities as defined under sections 215.473 and 287.135, Florida Statutes. The Proposer further certifies that it will notify the Authority if it is placed on any such list or engages in prohibited activities during the term of any resulting lease.

Proposer Legal Name: _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

ATTACHMENT D

Drug-Free Workplace Certification

(Optional — submit to be considered for the drug-free workplace preference under section 287.087, Florida Statutes.) The undersigned certifies that the Proposer:

- Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken for violations;
- Informs employees about the dangers of drug abuse, the Proposer's policy, available counseling and assistance programs, and the penalties for violations;
- Gives each employee a copy of the statement described above;
- Notifies each employee that abiding by the statement is a condition of employment and that the employee must notify the employer of any conviction for a drug violation occurring in the workplace no later than five days after such conviction;
- Imposes a sanction on, or requires participation in a rehabilitation program by, any employee convicted of a drug offense in the workplace; and
- Makes a good-faith effort to maintain a drug-free workplace.

Proposer Legal Name: _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

ATTACHMENT E

Bid Protest Procedures

(Provided for reference.)

- 1. Purpose.** These procedures provide a fair and timely method for resolving protests regarding this solicitation and any intended award.
- 2. Definitions.** “Notice of Intent to Protest” means a written notice filed with the Procurement Contact stating the grounds for protest. “Formal Protest” means a written petition stating with particularity the facts and law upon which the protest is based and the relief sought.
- 3. Notice of Intent to Protest.** A Notice of Intent to Protest must be received by the Procurement Contact within seventy-two (72) hours (excluding weekends and Authority-recognized holidays) after the posting of the solicitation, addendum, intended decision, or other action protested.
- 4. Formal Protest.** A Formal Protest must be received within ten (10) calendar days after the timely filing of the Notice of Intent to Protest and shall include: (a) a case caption; (b) a statement of facts; (c) a statement of the law or rules allegedly violated; (d) the specific issues of material fact; (e) the requested remedy; and (f) all supporting documentation.
- 5. Protest Bond.** A protest relating to an intended award must be accompanied by a bond or other security acceptable to the Authority equal to one percent (1%) of the estimated aggregate base rent, but not less than \$500 and not more than \$50,000. Failure to post the bond will result in dismissal. If the protest is upheld, the bond is returned; if denied, the bond may be applied to costs.
- 6. Stay of Procurement.** Upon timely filing of a Notice of Intent to Protest, the Authority will stay the solicitation or award process until the protest is resolved, unless the Executive Director makes a written determination that continuation is necessary to avoid an immediate and serious danger to the public health, safety, or welfare.
- 7. Informal Resolution; Hearing.** The Authority may conduct an informal settlement conference. If unresolved, a protest hearing will be scheduled before a hearing officer designated by the Authority. The burden of proof rests with the protestor, and the standard of review is whether the Authority’s action had a rational basis and was not arbitrary or capricious.
- 8. Decision; Appeal.** The hearing officer shall issue a recommended order, and the Authority’s Board or designee will issue a final order constituting final agency action subject to judicial review as permitted by law.
- 9. Filing; Service.** All protest filings shall be submitted to the Procurement Contact identified in the Notice to Proposers, with simultaneous service on all known affected parties.

ATTACHMENT F

E-Verify Registration and Compliance Affidavit

Under penalties of perjury, I declare that the Proposer is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, in compliance with section 448.095, Florida Statutes, and will require the same of all subcontractors performing work under any lease resulting from this RFP.

Company Legal Name: _____

E-Verify Company ID (if applicable): _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

ATTACHMENT G

Non-Collusion Affidavit and Conflict of Interest Disclosure

1. Non-Collusion. The undersigned certifies that this proposal is made independently and without collusion with any other proposer or person, and without any agreement, understanding, or planned common course of action designed to limit competition.
2. No Contingent Fees. The undersigned certifies that no person or agency has been employed or retained to solicit or secure the lease upon an agreement for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies.
3. Conflicts of Interest. The undersigned discloses any relationship, transaction, or circumstance that creates or appears to create a conflict of interest with the Authority, its Board members, or staff. If none, check: ☐ None.

Disclosure (attach pages if necessary): _____

—

—

Proposer Legal Name: _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

ATTACHMENT H**Insurance Requirements and Evidence of Coverage**

Prior to occupancy and throughout the lease term, Tenant shall procure and maintain at least the following coverages (or equivalent, as approved by the Authority). Minimum limits shall in no event be less than those prescribed by the Authority's Minimum Standards (Appendix 1) for the applicable aeronautical operation:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate (including products/completed operations, contractual liability, and personal and advertising injury); not less than \$5,000,000 for an aircraft charter, air taxi, or aircraft management operation.
- Automobile Liability: \$1,000,000 combined single limit per accident for owned, hired, and non-owned autos operated on Airport premises.
- Workers' Compensation and Employers' Liability: statutory Workers' Compensation; Employers' Liability of \$1,000,000 each accident / disease policy limit / disease each employee.
- Aircraft Liability (if aircraft are operated): \$1,000,000 including \$100,000 per passenger; not less than \$5,000,000 for a charter, air taxi, or aircraft management operation.
- Hangarkeepers Liability (if storing/servicing aircraft of others): \$1,000,000.
- Environmental Impairment (if maintenance, fueling, or hazardous-materials operations): \$1,000,000 per incident and \$2,000,000 aggregate.
- Property: "all-risk" coverage on leasehold improvements and personal property at not less than 100% replacement cost.

Additional Insured; Evidence. Except for Workers' Compensation, each policy shall name "St. Augustine – St. Johns County Airport Authority, and their respective directors, officers, employees, agents, and assigns of each" as additional insured on a primary and non-contributory basis, and shall include a waiver of subrogation in favor of the Authority. Tenant shall provide an ACORD certificate and endorsements evidencing the above prior to lease execution and upon each renewal. Insurers must be authorized to do business in Florida and rated A- / VII or better by A.M. Best (or equivalent). The Authority may adjust required limits following a risk analysis. No policy shall be cancelled except upon at least thirty (30) days' written notice to the Authority (ten (10) days for non-payment; seven (7) days for war-risk coverage).

ATTACHMENT I

Trade Secret / Confidential Information Designation and Redaction Index

Florida’s Public Records Law presumes that all documents submitted to the Authority are public records subject to disclosure unless an exemption applies. If a Proposer contends that any portion of its submission is exempt, the Proposer must:

- 1. Clearly mark each page and specific content claimed as “CONFIDENTIAL / EXEMPT” and cite the specific legal basis for the exemption;
- 2. Provide a separate, redacted version of the proposal that the Authority can release to the public;
- 3. Complete the Redaction Index below identifying each page or section redacted and the legal basis; and
- 4. Agree to defend and indemnify the Authority, to the extent permitted by law, for costs (including attorney fees) incurred in responding to public-records requests for materials the Proposer designated as confidential.

Proposal Page / Section	Description of Redacted Content	Exemption Claimed (cite statute)

Note: Designation of information as confidential does not guarantee that it is exempt from disclosure. Trade-secret status must meet applicable legal standards.

ATTACHMENT J**FAA / Title VI Nondiscrimination Assurances**

Because the St. Augustine Airport is federally obligated, the following assurances apply to any lease resulting from this RFP. By submitting a proposal, the Proposer acknowledges these requirements.

- 1. Nondiscrimination.** Tenant, for itself, its successors in interest, and assigns, as a part of the consideration of the lease, agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the premises on the grounds of race, color, national origin, sex, age, or disability.
- 2. Construction and Use of Facilities.** In the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds listed above.
- 3. Title VI Compliance.** Tenant shall comply with all applicable nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 49 C.F.R. Part 21; Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (49 C.F.R. Parts 37 and 38); and the FAA's nondiscrimination statute, 49 U.S.C. § 47123, each as amended from time to time.
- 4. Nonexclusive Right.** Nothing in the lease shall be construed to grant or authorize the granting of an exclusive right in violation of 49 U.S.C. § 40103(e).
- 5. Federal Subordination.** The lease is subordinate to the provisions of any existing or future agreement between the Authority and the United States relative to the development, operation, or maintenance of the Airport.
- 6. Remedies / Breach.** In the event of a breach of any of the above nondiscrimination covenants, the Authority (or the FAA) may exercise the rights and remedies provided by 49 C.F.R. Part 21 and applicable law, including cancellation, termination, or suspension of the lease in whole or in part.

Acknowledged by Proposer:

Proposer Legal Name: _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

ATTACHMENT K**Foreign Country of Concern Attestation (Form PUR 1355)**

This attestation is provided pursuant to section 287.138, Florida Statutes. A proposer may submit this form or the official Florida Department of Management Services Form PUR 1355.

Definition. “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of, or any other entity under the significant control of, such foreign country of concern.

The undersigned, an authorized officer or representative of the Proposer, attests under penalty of perjury that the Proposer:

1. Is not owned by the government of a Foreign Country of Concern;
2. Is not an entity in which the government of a Foreign Country of Concern has a controlling interest;
3. Is not organized under the laws of, and does not have its principal place of business in, a Foreign Country of Concern; and
4. Does not meet any of the criteria set forth in paragraphs (2)(a)–(c) of section 287.138, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing attestation and that the facts stated in it are true.

Proposer Legal Name: _____

Authorized Signature: _____

Printed Name / Title: _____

Date: _____

State of _____ County of _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____ (Seal): _____

EXHIBIT C

Facility Photographs

Photographs of Hangars 235 and 245 Hawkeye View Lane. Photographs are provided for general reference; proposers are encouraged to inspect the premises.



END OF REQUEST FOR PROPOSALS — RFP No. 2026-03

ST. JOHNS COUNTY AIRPORT AUTHORITY

St. Augustine Airport (SGJ)

HANGAR LEASE AGREEMENT

Hangars 235 & 245 Hawkeye View Lane, St. Augustine, Florida 32095

Form of Lease — Exhibit A to RFP No. 2026-03

Drafting note: This is a form of lease provided with RFP No. 2026-03 and is subject to modification by the Authority. Items in [brackets] are completed at execution. Base Rent reflects the Authority's established base rate of \$10.00 per rentable square foot on a triple-net basis, or the higher rate offered in the selected proposer's accepted proposal. This form should be reviewed and finalized by the Authority's legal counsel before use.

THIS HANGAR LEASE AGREEMENT (this "Lease") is made this ____ day of _____, 20____, between the **ST. JOHNS COUNTY AIRPORT AUTHORITY**, a political subdivision of the State of Florida, whose principal address is 4796 U.S. Highway 1 North, St. Augustine, Florida 32095 ("Landlord" or the "Authority"), and **[TENANT LEGAL NAME]**, a [state] [entity type], whose principal address is [address] ("Tenant").

RECITALS

- A.** Landlord owns certain real property located at the St. Augustine Airport in St. Johns County, Florida, more particularly described and depicted in Exhibit A attached hereto and incorporated herein (the "Land"), commonly known as 235 and 245 Hawkeye View Lane, St. Augustine, Florida 32095.
- B.** Landlord has constructed on the Land two (2) aircraft hangar buildings and related improvements (collectively, the "Improvements") comprising approximately 15,623 square feet of rentable building area (approximately 14,673 square feet of hangar space and 950 square feet of office space) on a site of approximately 1.11 acres, and desires to lease the Improvements and the Land to Tenant on the terms set forth in this Lease.
- C.** Tenant desires to lease the Land and Improvements from Landlord for the aeronautical purposes set forth herein.

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

1. DEMISED PREMISES

In consideration of the rents, covenants, and agreements herein, Landlord leases to Tenant, and Tenant leases from Landlord, the Land and the Improvements (collectively, the "Demised Premises"). This Lease creates only the relationship of landlord and tenant between the parties. The Demised Premises are leased in their present "as-is, where-is" condition, and Landlord makes no representation or warranty, express or implied, as to their condition or fitness for any particular purpose. Tenant acknowledges that it has inspected the Demised Premises and accepts the same in their existing condition.

2. TERM

The initial term of this Lease shall be ten (10) years, commencing on [Commencement Date] (the "Commencement Date") and expiring at 11:59 p.m. on the day immediately preceding the tenth (10th)

anniversary of the Commencement Date, unless sooner terminated or extended as provided herein (the "Term").

3. RENEWAL OPTIONS

Provided Tenant is not in default beyond any applicable notice and cure period, Tenant shall have two (2) successive options to extend the Term for five (5) years each (each, a "Renewal Term"). To exercise a Renewal Term, Tenant shall deliver written notice to Landlord not less than ninety (90) days prior to the expiration of the then-current Term. Each Renewal Term shall be upon such terms and conditions, including Base Rent for the Renewal Term, as are mutually agreed upon in writing by the parties. If the parties do not reach mutual written agreement on the terms of a Renewal Term, the option shall lapse and this Lease shall expire at the end of the then-current Term. Any reference in this Lease to the "Term" includes any exercised Renewal Term.

4. BASE RENT AND OTHER CHARGES

A. Base Rent. Beginning on the Commencement Date, Tenant shall pay Landlord annual Base Rent for the Demised Premises at the initial rate of [_____] and [____]/100 Dollars (\$[____]) per square foot of rentable building area, based on approximately 15,623 rentable square feet, equal to approximately [_____] and [____]/100 Dollars (\$[____]) per year, payable in equal monthly installments of approximately [_____] and [____]/100 Dollars (\$[____]), in advance, on the first day of each calendar month during the Term. Base Rent is payable on a triple-net (NNN) basis as provided in Section 4.C.

B. Annual Escalation; Five-Year Reset. On each anniversary of the Commencement Date, the Base Rent shall increase by the percentage increase, if any, in the Consumer Price Index (CPI-U, U.S. City Average, All Items, as published by the U.S. Department of Labor) over the preceding twelve (12) months; provided that no such annual increase shall exceed five percent (5%). On each fifth (5th) anniversary of the Commencement Date, Landlord may, in its discretion and in lieu of the CPI adjustment otherwise applicable for that year, adjust the Base Rent to the then-current fair market rental value of the Demised Premises as established by an appraisal prepared using MAI techniques. In no event shall an adjusted Base Rent be less than the Base Rent in effect immediately prior to the adjustment.

C. Triple Net. This is a triple-net lease. In addition to Base Rent, Tenant shall pay, as additional rent, its pro-rata share of all operating expenses attributable to the Demised Premises, including real property taxes and assessments, insurance premiums, and common-area maintenance, in the manner provided in this Lease.

D. Sales Tax. Tenant shall pay to Landlord, together with each payment of Base Rent and other charges, all Florida sales and use tax due in connection therewith.

E. Taxes and Assessments. Tenant shall pay all applicable taxes, assessments, and governmental charges lawfully levied against the Land, the Improvements, Tenant's leasehold interest, or Tenant's operations, including any ad valorem, leasehold, sales, documentary stamp, and intangible taxes arising from or relating to this Lease. Tenant shall also pay the Authority's reasonable legal and administrative fees associated with this Lease and any consent to encumbrance, as established in the Authority's Rates and Charges.

F. Late Charges; Interest. Any Base Rent or other amount not paid within ten (10) days after it is due shall bear a late charge of five percent (5%) of the overdue amount, and any amount not paid when due shall bear interest from the due date until paid at the lesser of eighteen percent (18%) per annum or the highest rate permitted by law.

G. *Net Return.* It is the intent of the parties that Base Rent be an absolutely net return to Landlord throughout the Term, and that Tenant pay all costs and expenses relating to the Demised Premises except as expressly provided otherwise in this Lease.

5. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of [amount / e.g., an amount equal to three (3) months' Base Rent] as a security deposit to secure Tenant's performance of its obligations under this Lease. Landlord may apply the deposit toward any amount owed or any cost incurred by Landlord as a result of Tenant's default. Any unapplied balance shall be returned to Tenant, without interest, within the time required by law after expiration or termination of this Lease and surrender of the Demised Premises.

6. USE OF DEMISED PREMISES

A. *Permitted Use.* The Demised Premises shall be used solely for the commercial aeronautical business described in Tenant's accepted proposal and for related FAA-compatible aeronautical activities, and for no other purpose without Landlord's prior written consent. The parties acknowledge that this Lease is for a commercial aeronautical business operation and is not for the private, non-commercial storage of aircraft. Tenant shall actively and continuously conduct its aeronautical business at the Demised Premises in accordance with the Authority's Minimum Commercial Aviation Operating Standards ("Minimum Standards") throughout the Term. Under no circumstances shall the Demised Premises or any portion thereof be used for residential purposes, including overnight accommodation, living quarters, or any permanent or temporary residence. Crewmember rest quarters may only be permitted if Tenant's aeronautical operation (such as air charter, air taxi, or medical evacuation services) requires short-term overnight crew rest as determined and approved in writing by the Executive Director, and then only to the extent consistent with FAA guidance and the Authority's policies.

B. *Use Restrictions.* Tenant shall not operate a Fixed Base Operator (FBO) with fuel sales and shall not engage in the retail sale or dispensing of aviation fuel to the public or to third parties. Consistent with the Authority's Minimum Standards, the Authority operates the exclusive self-service commercial fueling facility at the Airport and reserves its exclusive right with respect to the sale of aviation fuel. Self-fueling of a privately operated aircraft by its owner or operator, using the owner's own employees and equipment, is permitted only in accordance with the Authority's Minimum Standards and self-fueling guidelines and any required license or approval, and may not be contracted to another party.

C. *Compliance with Airport Standards.* Tenant shall at all times comply with the Authority's Rules and Regulations, Minimum Standards, and Rates and Charges, and with all Airport security requirements, each as amended from time to time. To the extent Tenant conducts any commercial aeronautical activity or service at the Airport, Tenant shall meet the applicable Minimum Standards for that activity, and this Lease shall serve as a composite lease and operating agreement for that purpose unless the Authority requires a separate written operating agreement. Any commercial aeronautical use not addressed by the Minimum Standards is subject to standards established by the Executive Director on a case-by-case basis.

7. UTILITIES

A. *Responsibility.* Tenant shall be solely responsible for, and shall promptly pay, all charges for electricity, water, sewer, gas, telecommunications, and any other utilities or services furnished to or consumed at the Demised Premises. Landlord shall not be liable for any interruption in utility service. Tenant shall not install any equipment that will exceed or overload the capacity of any utility facilities; if additional utility facilities are required by Tenant, they shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord.

B. Metering and Allocation. To the extent the two hangar buildings comprising the Demised Premises are separately metered, Tenant shall pay each utility directly per meter. To the extent any utility is not separately metered, or is shared with other premises, Tenant shall pay its proportionate share as reasonably determined by Landlord based on square footage, submeter readings, or another equitable method. Tenant may, with Landlord's prior written approval and at Tenant's expense, install separate meters or submeters for either hangar.

8. SOLID WASTE AND REFUSE DISPOSAL

The disposal of solid waste and refuse by Tenant must be in conformance with the system of disposal used at the Airport and must comply with local and State governmental requirements, including compliance with any airport recycling programs. Tenant shall keep the Demised Premises and all areas adjacent thereto free of waste material, rubbish, junk, landscaping litter, and flammable material. Tenant shall ensure that sanitation, trash, and garbage receptacles are placed in appropriate locations to accommodate and encourage the disposal of refuse.

9. MAINTENANCE AND REPAIRS

A. Tenant Obligations. Tenant shall, at its sole expense, repair and maintain the Demised Premises in good, safe, and clean condition throughout the Term, including the plumbing, interior and exterior (other than the roof and structure), heating and air conditioning, electrical and automatic-door systems, landscaping, and all other systems and components whose maintenance is not expressly Landlord's obligation. If Tenant fails to maintain or repair as required, Landlord may (but shall not be obligated to) perform such work, and all costs incurred shall be additional rent immediately due and payable by Tenant.

B. Landlord's Right to Facilitate Maintenance. Landlord reserves the right to facilitate all maintenance and repairs of the Demised Premises. Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption, or damage arising from Landlord's making any repairs, upgrades, renovations, or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Demised Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Demised Premises.

C. Landlord Obligations. Landlord shall repair and maintain the roof and structural components of the Improvements. Landlord shall undertake such maintenance, repair, or replacement within a reasonable time after written notice from Tenant of the need therefor. If such maintenance or repair is necessitated in whole or in part by the act, neglect, fault, or omission of Tenant or its agents, employees, or invitees, Tenant shall pay Landlord, upon demand, the reasonable cost (or the portion equitably allocated to Tenant) of such maintenance or repair.

D. Required Repairs. If a schedule of required repairs or improvements is attached as Exhibit B, Tenant shall complete those items, at Tenant's sole expense and to the specifications stated, within the period stated therein (and, if no period is stated, within eighteen (18) months after the Commencement Date). Such required repairs are binding performance obligations of Tenant in addition to Tenant's ongoing maintenance obligations.

10. SIGNS, ALTERATIONS, AND IMPROVEMENTS

A. Sign Control. Tenant shall not affix, paint, erect, or inscribe any sign, projection, awning, signal, or advertisement of any kind to any part of the Demised Premises, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or

no reason. Landlord shall have the right to remove any signs or other matter installed without Landlord's permission, without being liable to Tenant by reason of such removal. Landlord reserves the right to name the buildings on the Demised Premises and to change the name or street address of such buildings and to install and maintain all signs on the exterior and interior of such buildings, including ADA signage.

B. Alterations and Improvements. Tenant shall not make any alterations or improvements to the Demised Premises without Landlord's prior written consent, and shall submit plans and specifications for such work at the time approval is sought. Upon completion of any permitted work, Tenant shall furnish Landlord a certified statement of the total cost. All trade fixtures, equipment, and furnishings installed by Tenant shall remain Tenant's property and shall be removed at the end of the Term. All other leasehold improvements shall, upon expiration or sooner termination of the Term, become part of the realty and the sole property of Landlord, at no cost to Landlord and with no tenant improvement allowance provided. If any change to the Demised Premises is required by law, such change shall be made by the party responsible for the affected component under Section 9.

Any improvements or alterations made to the Demised Premises, whether by Tenant or at Tenant's direction, shall be compatible with the Airport Layout Plan and shall not interfere with the safe and efficient operation of the Airport or obstruct the aerial approaches to the Airport. No structure shall be erected or permitted that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. Part 77, as amended. Prior to any construction and after obtaining Landlord's prior written consent, Tenant shall file FAA Form 7460-1 (Notice of Proposed Construction or Alteration) and receive a favorable determination from the FAA.

11. CONSTRUCTION LIENS

Tenant shall have no authority to subject the Demised Premises, or Landlord's interest therein, to any construction or other lien. Notice is given to all persons furnishing labor or materials to Tenant that no lien shall attach to Landlord's right, title, or interest in the Demised Premises. Should any lien be filed by reason of Tenant's acts or omissions, Tenant shall cause the same to be discharged of record by bond or otherwise within ten (10) days after notice from Landlord.

The notice to all persons furnishing labor or materials required by this Section shall be posted by Tenant in a conspicuous location at the Demised Premises and shall state that the interest of the St. Johns County Airport Authority in the Demised Premises shall not be subject to liens for improvements made by or on behalf of Tenant.

12. SUBLETTING, ASSIGNMENT, AND CHANGE OF CONTROL

A. Subletting. Tenant may not sublease or sublet any portion of the Demised Premises without Landlord's prior written consent. Tenant may not store an aircraft not owned or leased by Tenant without Landlord's prior written consent, which may be provided for under a separate written operating agreement. Notwithstanding any sublease, Tenant shall remain fully liable for all obligations under this Lease. Each sublease shall be expressly subject to this Lease, including the use restrictions herein, and Tenant shall provide Landlord a copy of each sublease prior to commencement of the sublease. Any subtenant or assignee conducting a commercial aeronautical activity must meet the Authority's Minimum Standards and be approved by the Executive Director. Guest use of the Demised Premises for less than thirty (30) days shall not be considered a sublease, provided Tenant gives written notice to Landlord prior to such guest use and provides a start and end date; no guest shall be a guest of Tenant for a period of twelve (12) months following the guest's last guest use.

B. Assignment. Tenant shall not assign this Lease or any interest herein, whether voluntarily, involuntarily, by operation of law, or otherwise, without Landlord's prior written consent, which may be withheld for any reason or no reason in Landlord's sole and absolute discretion. No assignment shall be permitted to any Affiliate, related party, or successor entity without Landlord's prior written consent. Regardless of any assignment, Tenant shall remain fully liable for all obligations under this Lease unless expressly released in writing by Landlord, and Tenant shall provide Landlord a copy of any assignment prior to its effective date. Consent to one assignment shall not be deemed consent to any subsequent assignment. Any assignment without Landlord's prior written consent shall be void and shall, at Landlord's option, result in immediate termination of this Lease without notice or opportunity to cure.

C. Change of Control; Sale of Company. For purposes of this Lease, a "Change of Control" means any transaction or series of related transactions resulting in (i) the merger, consolidation, or reorganization of Tenant, (ii) the sale, transfer, or other conveyance of all or substantially all of the assets of Tenant, (iii) the sale, transfer, or other conveyance of any ownership interest — including any voting equity, membership interests, partnership interests, or stock — in Tenant, regardless of percentage, or (iv) any change in the person(s) or entity(ies) having management control of Tenant. Tenant shall not undergo any Change of Control without Landlord's prior written consent, which may be withheld for any reason or no reason in Landlord's sole and absolute discretion. Tenant shall give Landlord written notice of any proposed Change of Control not less than sixty (60) days before its effective date. Any Change of Control undertaken without such prior written notice and consent shall be void and shall, at Landlord's option, result in immediate termination of this Lease without notice or opportunity to cure. Notwithstanding any Change of Control, Tenant and its successors shall remain liable for all obligations under this Lease unless expressly released in writing by Landlord.

13. INDEMNITY

To the fullest extent permitted by law, and except for losses, damages, and claims arising out of the acts or omissions of Landlord or its agents, contractors, and employees, Tenant shall indemnify, defend, and hold harmless Landlord, its officers, agents, and employees from and against any and all claims, losses, costs, damages, expenses, and liability (including reasonable attorneys' fees) arising from Tenant's use or occupancy of the Demised Premises, from any activity or work done by Tenant in or about the Demised Premises, or from any breach or default by Tenant or negligence of Tenant. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably acceptable to Landlord.

14. INSURANCE

At all times during the Term, Tenant shall, at its own expense, procure and maintain the coverages set forth below from insurers authorized to do business in Florida and reasonably acceptable to Landlord, rated A- / VII or better by A.M. Best (or equivalent). Minimum limits shall in no event be less than those prescribed by the Authority's Minimum Standards (Appendix 1) for the applicable aeronautical operation, which the parties acknowledge may require higher limits (for example, \$5,000,000 commercial general liability for a Fixed Base Operator, aircraft charter, or aircraft management operation).

A. Commercial General Liability. Not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, including products/completed operations, contractual liability, and personal and advertising injury; and not less than \$5,000,000 if Tenant operates as a Fixed Base Operator or conducts aircraft charter, air taxi, or aircraft management operations, consistent with the Authority's Minimum Standards.

B. *Automobile Liability.* Not less than \$1,000,000 combined single limit per accident for owned, hired, and non-owned autos operated on Airport premises.

C. *Workers' Compensation and Employers' Liability.* Statutory Workers' Compensation and Employers' Liability of not less than \$1,000,000 each accident / disease policy limit / disease each employee.

D. *Property Insurance.* "All-risk" property insurance on Tenant's leasehold improvements, trade fixtures, and personal property in an amount not less than one hundred percent (100%) of replacement cost. Proceeds shall be used for repair or replacement, except as otherwise provided in Section 15.

E. *Aircraft Liability.* If Tenant owns, operates, or flies aircraft in connection with its operations, aircraft liability of not less than \$1,000,000, including not less than \$100,000 per passenger (and not less than \$5,000,000 for a Fixed Base Operator, aircraft charter, air taxi, or aircraft management operation), consistent with the Authority's Minimum Standards.

F. *Hangarkeepers Liability.* If Tenant stores, repairs, or services aircraft owned by others, hangarkeepers liability of not less than \$1,000,000 (and not less than \$5,000,000 for a Fixed Base Operator), covering loss or damage to aircraft in Tenant's care, custody, or control.

G. *Environmental Impairment.* If Tenant conducts aircraft maintenance, fueling, or other operations involving hazardous materials, environmental impairment liability of not less than \$1,000,000 per incident and \$2,000,000 aggregate, consistent with the Authority's Minimum Standards.

H. *Policy Requirements.* Except for Workers' Compensation, each policy shall name as additional insured "St. Augustine — St. Johns County Airport Authority, and their respective directors, officers, employees, agents, and assigns of each" on a primary and non-contributory basis, and (at Landlord's request) any mortgagee of Landlord. Each policy shall contain a waiver of subrogation in favor of Landlord. Certificates and endorsements (ACORD form) shall be delivered to Landlord at least ten (10) days prior to occupancy and upon each renewal. No policy shall be cancelled except upon at least thirty (30) days' prior written notice to Landlord (ten (10) days for cancellation for non-payment, and seven (7) days for cancellation of war-risk coverage). Tenant may satisfy these requirements through blanket policies that expressly afford the required coverage. If Tenant fails to maintain required insurance, Landlord may procure it on Tenant's behalf and charge the premiums, plus a twenty-five percent (25%) handling charge, as additional rent. The insurance requirements set forth in this Section are minimum requirements; Tenant shall make its own analysis to determine if more insurance is needed and shall comply with any higher limits required by the Authority's Minimum Standards (Appendix 1) for the applicable aeronautical operation.

I. *Landlord Insurance.* Landlord shall maintain property insurance covering the Improvements against "all-risk" perils, and may include a deductible of up to five percent (5%) per occurrence. Tenant shall have no interest in or claim to the proceeds of any insurance maintained by Landlord.

15. DAMAGE AND RESTORATION

A. *Casualty.* If the Demised Premises are damaged or destroyed (other than by fault of Tenant), the following shall govern:

- (1) If the damage is to the extent of fifty percent (50%) or more of the then-current actual cash value of the Improvements, either party may terminate this Lease by written notice given within thirty (30) days after the date of such damage, effective upon at least fifteen (15) days' notice. If neither party so elects, Landlord shall restore the Demised Premises in accordance with Section 15.A.(2).
- (2) Except as provided in Section 15.A.(1), if the Demised Premises are damaged by a casualty insured under the policies required to be maintained by Landlord, this Lease shall continue in effect and

Landlord shall promptly and diligently repair and restore the Demised Premises to substantially the condition existing immediately prior to the damage; provided that Landlord's obligation shall not exceed the scope of the work performed by Landlord in the original construction of the Improvements.

B. *Abatement of Rent.* During any period in which Landlord is required or elects to repair or restore, Base Rent shall be equitably abated in proportion to the portion of the Demised Premises rendered untenable, until completion of the repairs.

C. *Effect of Termination.* If this Lease is terminated under this Section 15, rent and other charges shall be prorated to the date of the casualty or the date Tenant ceases doing business in the Demised Premises, whichever last occurs.

16. DEFAULT BY TENANT; REMEDIES

A. *Events of Default.* Each of the following is a material default by Tenant:

- (1) Failure to pay rent or any other amount due within fifteen (15) days after it is due;
- (2) Subject to Section 16.A.(4), failure to observe or perform any other covenant or provision of this Lease, other than as described in Section 16.A.(1), where such failure continues for thirty (30) days after written notice from Landlord (or such longer period as is reasonably necessary to cure, provided Tenant commences cure promptly and diligently pursues it);
- (3) A general assignment by Tenant for the benefit of creditors; Tenant becoming a "debtor" as defined in 11 U.S.C. § 101 (unless, in the case of an involuntary petition, it is dismissed within sixty (60) days); the appointment of a trustee or receiver for substantially all of Tenant's assets or interest in this Lease not restored within thirty (30) days; any assignment of this Lease or Change of Control undertaken without the notice and consent required by Section 12; or any sale, encumbrance, or pledge of this Lease without Landlord's prior written consent.
- (4) ***Repeated Breach; Forfeiture of Cure Right.*** Notwithstanding Section 16.A.(2), Tenant shall be entitled to only one (1) notice and cure opportunity under Section 16.A.(2) within any twelve (12) month period. If Landlord delivers a notice of default under Section 16.A.(2) and Tenant cures such default within the applicable cure period, and thereafter a second default occurs under Section 16.A.(2) within twelve (12) months of the date of the first notice — whether or not such second default is of the same nature as, or arises from the same covenant or provision as, the first default — Tenant shall not be entitled to any further notice or cure period for such second default, and Landlord may, in its discretion, immediately terminate this Lease without further notice or opportunity to cure. For purposes of this Section 16.A.(4), each twelve (12) month period shall be measured from the date of Landlord's notice of the first default. The limitations in this Section 16.A.(4) apply only to defaults under Section 16.A.(2) and do not affect or limit the notice and cure provisions (if any) applicable to defaults under Sections 16.A.(1) or 16.A.(3), which are governed solely by those subsections.
- (5) Default under any other agreement between the Landlord and Tenant.

B. *Remedies.* Upon any such default, Landlord may, with or without further notice or demand, and without limiting any other right or remedy:

- (1) Terminate Tenant's right to possession, in which case this Lease shall terminate and Tenant shall immediately surrender the Demised Premises; Landlord shall be entitled to recover all damages, including the cost of recovering possession, reletting expenses, reasonable attorneys' fees, and any real estate commission actually paid;

- (2) Maintain Tenant's right to possession and continue this Lease in effect, whether or not Tenant has abandoned the Demised Premises, and enforce all of Landlord's rights, including the right to recover rent as it becomes due; or
- (3) Pursue any other remedy available at law or in equity. Unpaid amounts shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the highest rate permitted by law.

17. DEFAULT BY LANDLORD

Should Landlord default in the performance of any covenant on its part and fail to cure within thirty (30) days after written notice from Tenant (or such longer period as is reasonably necessary to cure, provided Landlord commences cure promptly and diligently pursues it), Tenant may pursue such remedies as are permitted under the laws of the State of Florida.

18. TERMINATION BY TENANT

Notwithstanding the Term set forth in Section 2, Tenant may terminate this Lease at any time during the Term upon not less than one hundred eighty (180) days' prior written notice to Landlord. Upon the effective date of such termination, Tenant shall surrender the Demised Premises in accordance with Section 23 and shall remain responsible for all rent and other charges accruing through the effective date of termination and for all obligations that survive termination. Termination under this Section shall not relieve Tenant of any liability arising prior to the effective date. Tenant shall pay to Landlord, as liquidated damages and not as a penalty, an amount equal to six (6) months' Base Rent then in effect as of the date of the termination notice.

19. ACCESS AND RIGHT OF ENTRY

Landlord may at any time during the Term, and without prior notice to Tenant, inspect the Demised Premises, and show the Demised Premises to others having an interest in the Demised Premises or Landlord, including prospective tenants. Landlord shall have the continual right to enter the Demised Premises for the purpose of making inspections, repairs, alterations, additions, or improvements to the Demised Premises (including, without limitation, checking, calibrating, adjusting, or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance, or preservation of the Demised Premises or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Demised Premises or in order to comply with laws, orders, or requirements of governmental or other authority. Landlord shall be entitled to maintain pass keys to access the Demised Premises and all doors within the Demised Premises (any doors found to not be on Landlord's pass key will be rekeyed by Landlord at Tenant's expense). Landlord shall have the right to place, maintain, and repair utility equipment in, upon, or under the Demised Premises. Landlord may also enter the Demised Premises for purposes of installation and maintenance of a security camera system to observe the exterior of the Demised Premises and other Airport facilities. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's use of the Demised Premises. No entry by Landlord under this Section shall constitute an eviction of Tenant or entitle Tenant to any abatement of rent. This Section does not impose on Landlord any obligation to maintain or repair the Demised Premises except as expressly provided in this Lease.

20. SUBORDINATION AND NON-DISTURBANCE

- A. Quiet Possession.** Provided Tenant is not in default, Tenant shall have peaceful and quiet possession of the Demised Premises during the Term.

B. Subordination. Upon written request by Landlord, Tenant shall subordinate this Lease to any first mortgage on the Demised Premises, provided the mortgagee recognizes the validity of this Lease and agrees that Tenant's possession shall not be disturbed so long as Tenant is not in default.

21. ESTOPPEL CERTIFICATE

Within fifteen (15) days after written request by Landlord, Tenant shall execute and deliver a statement certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications), the dates to which rent has been paid, and whether any uncured default exists. Any prospective purchaser or mortgagee may rely on such statement. Tenant's failure to deliver the statement within such period shall be conclusive that this Lease is in full force and effect without modification, that no uncured default by Landlord exists, and that not more than two (2) months' rent has been paid in advance.

22. QUIET ENJOYMENT

Tenant, upon paying rent and performing all of its obligations, shall peaceably and quietly enjoy the Demised Premises during the Term, subject to this Lease and to any mortgage, agreement, or matter of record to which this Lease is subordinate.

23. END OF TERM; SURRENDER

A. Surrender. Upon expiration or termination of this Lease, Tenant shall surrender the Demised Premises in the same condition as at the commencement of possession, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Tenant may remove its personal property, trade fixtures, and signage, and shall repair any damage caused thereby. Tenant's obligations under this Section survive termination.

B. Failure to Surrender. If the Demised Premises are not surrendered at the end of the Term, Tenant shall indemnify Landlord against any loss or liability resulting from such delay, including claims by any succeeding occupant, and shall be liable for all legal expenses and costs incurred by Landlord in obtaining possession.

24. HOLDING OVER

Any holding over after expiration of the Term without Landlord's written consent shall be a tenancy at sufferance, terminable at will, on the terms of this Lease except that Base Rent shall be one hundred fifty percent (150%) of the Base Rent in effect immediately prior to the holdover. Nothing herein shall be construed as Landlord's consent to any holding over.

Upon expiration of the Term or any Renewal Term, Tenant shall have no right to occupy or use the Demised Premises, and this Lease shall not be renewed by operation of law or by implication. Any holding over shall not be deemed to extend, renew, or otherwise affect this Lease except as expressly provided in this Section 24.

25. ENVIRONMENTAL; HAZARDOUS MATERIALS

Tenant shall comply with all applicable environmental laws and shall not cause or permit any hazardous substance to be used, stored, released, or disposed of on or from the Demised Premises except in compliance with applicable law. Tenant shall be responsible for, and shall promptly remediate at its expense, any release of a hazardous substance caused by Tenant or its agents, employees, or invitees, and shall promptly notify Landlord of any such release. Tenant's obligations under this Section survive expiration or termination of this Lease. Landlord shall be responsible for environmental conditions existing prior to the Commencement Date and not caused by Tenant. Tenant shall comply with the Authority's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plan, as applicable, and with all federal, state, and local environmental requirements, as amended from time to time.

Environmental Baseline. Prior to or promptly after the Commencement Date, the parties may establish a baseline environmental condition of the Demised Premises through a Phase I Environmental Site Assessment (and, if recommended, a Phase II assessment), the cost of which shall be allocated as agreed by the parties. The baseline assessment shall document the condition of the Demised Premises as of the Commencement Date and shall be used to distinguish pre-existing conditions (for which Tenant is not responsible) from conditions arising during Tenant's occupancy (for which Tenant is responsible). If no baseline assessment is performed, the parties acknowledge that Tenant is responsible only for environmental conditions caused by Tenant during the Term.

No material of a hazardous or toxic characteristic shall be stored on the Demised Premises except in compliance with all applicable laws and regulations. This provision shall not apply to aircraft fuel and lubricants stored within an aircraft. The storage of aviation fuel in portable containers, regardless of type, shall not be permitted on the Demised Premises except in compliance with the Authority's Rules and Regulations and Minimum Standards.

26. AIRPORT SECURITY AND ACCESS

Tenant shall comply with all Airport security requirements, including 49 C.F.R. Part 1542 and Transportation Security Administration directives, as applicable, and with the Authority's access, badging, and vehicle-control procedures. Tenant is responsible for the conduct of its employees, agents, invitees, and subtenants with respect to Airport security and for any civil penalty assessed against the Authority as a result of Tenant's or such persons' acts or omissions.

Tenant shall ensure that all employees regularly scheduled to duty on airside portions of the Demised Premises are uniformly attired or otherwise readily identifiable as required by the Authority's Minimum Standards. All personnel requiring access to the Air Operations Area shall be screened, trained, and badged in accordance with the Authority's security requirements and applicable TSA regulations. All airside vehicles operated by Tenant shall be marked and identified in a manner that provides for ready identification of Tenant, in accordance with the Authority's Minimum Standards.

Air Operations Area and Vehicle Access. Access to the Air Operations Area (AOA), including any movement and non-movement areas, is subject to the Authority's security program, badging requirements, and controlled-access procedures. Tenant shall ensure that each person and vehicle accessing the AOA through or from the Demised Premises is properly authorized, badged, and trained as required by the Authority and the TSA. All vehicles operated on the AOA shall be marked, insured, and operated in accordance with the Authority's vehicle operating rules, and Tenant shall be responsible for securing gates and access points serving the Demised Premises and for preventing unauthorized access to the AOA. Consistent with the Authority's Minimum Standards, Tenant shall ensure that personnel regularly working on airside portions of the Demised Premises are readily identifiable, that all personnel requiring access are screened and badged as required, and that all airside vehicles are marked for ready identification.

27. COMPLIANCE WITH LAWS; STATUTORY CERTIFICATIONS

A. General Compliance. Tenant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders relating to its use and occupancy of the Demised Premises, and shall obtain and maintain all permits and licenses required for its operations.

B. E-Verify. Tenant and its subcontractors shall register with and use the E-Verify system to verify the work authorization of all newly hired employees, in compliance with Section 448.095, Florida Statutes.

C. *Scrutinized Companies.* Tenant certifies that it is not on the Scrutinized Companies lists maintained under Sections 215.473 and 287.135, Florida Statutes, and is not engaged in any prohibited activity thereunder; Tenant shall notify Landlord if it is placed on any such list during the Term.

D. *Foreign Country of Concern.* Tenant shall comply with all applicable requirements of Florida law governing interests in real property held by, and business relationships with, foreign principals and foreign countries of concern, and shall provide any attestation required by such law.

F. *Sovereign Immunity.* Nothing in this Lease shall be construed as a waiver of the Authority's sovereign immunity beyond the limited statutory waiver set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

F. *Public Records.* Tenant shall comply with applicable public-records obligations under Chapter 119, Florida Statutes, to the extent required by law. To the extent that Tenant performs any services on behalf of Landlord that would cause Tenant to be a "contractor" subject to Section 119.0701, Florida Statutes, the following provisions shall apply:

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST. JOHNS COUNTY AIRPORT AUTHORITY, 4796 U.S. HIGHWAY 1 NORTH, ST. AUGUSTINE, FL 32095; TELEPHONE: (904) 209-0090; EMAIL: [_____].

Tenant shall: (1) keep and maintain public records required by Landlord to perform such services; (2) upon request from Landlord's custodian of public records, provide Landlord with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion or termination of this Lease if Tenant does not transfer the records to Landlord; and (4) upon completion or termination of this Lease, transfer, at no cost, to Landlord all public records in possession of Tenant or keep and maintain public records required by Landlord. If Tenant transfers all public records to Landlord upon completion or termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tenant keeps and maintains public records, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Landlord, upon request from Landlord's custodian of public records, in a format that is compatible with Landlord's information technology systems.

28. NO WAIVER

Failure of either party to insist upon strict performance of any provision, or to exercise any right or option, shall not be construed as a waiver for the future of such provision, right, or option. Landlord's receipt of rent with knowledge of a breach shall not be deemed a waiver of the breach. No provision shall be deemed waived unless the waiver is in writing and signed by the party charged.

29. NOTICES

Any notice under this Lease shall be in writing and delivered in person, by United States certified or registered mail (postage prepaid, return receipt requested), by reputable overnight courier, or by email with confirmation of delivery, addressed to the party at the address set forth below (or such other address as a party may designate by notice). Notice shall be deemed delivered upon hand delivery, three (3) days after mailing, one (1) day after deposit with an overnight courier, or upon confirmed email transmission.

If to Landlord: St. Johns County Airport Authority, 4796 U.S. Highway 1 North, St. Augustine, FL 32095; Attn: Executive Director; email: [email].

If to Tenant: [Tenant name and notice address]; email: [email].

30. PARTIAL INVALIDITY

If any provision of this Lease is held invalid, the remainder of this Lease and the application of such provision to circumstances other than those as to which it is held invalid shall not be affected, and each provision shall be valid and enforced to the fullest extent permitted by law.

31. SUCCESSORS AND ASSIGNS

Except as otherwise expressly provided, this Lease binds and inures to the benefit of the parties and their respective legal representatives, successors, and permitted assigns. Any sale by Landlord of the Demised Premises shall be subject to this Lease so long as Tenant is not in default.

32. ENTIRE AGREEMENT; AMENDMENTS

This Lease and its Exhibits set forth the entire agreement of the parties and supersede all prior discussions, representations, and writings. No amendment shall be binding unless in writing, approved by the Authority Board, and signed by both parties. The captions and section numbers are for convenience only and do not define or limit the scope of any provision. This Lease may be executed in counterparts, each of which is an original and all of which together constitute one instrument; electronic signatures are effective.

In the event of any conflict between the main body of this Lease and any Exhibit attached hereto, the main body of this Lease shall control unless the Exhibit expressly states that it supersedes a specific provision of this Lease. The Authority's Rules and Regulations, Minimum Standards, and Rates and Charges, as they exist on the Commencement Date and as they may be amended from time to time, are incorporated herein by reference and made a part of this Lease. In the event of a conflict between this Lease and the Authority's Rules and Regulations, Minimum Standards, or Rates and Charges, this Lease shall control as to the specific terms hereof, but Tenant shall comply with all other provisions of such Authority policies.

33. INDEPENDENT STATUS

Nothing in this Lease creates the relationship of principal and agent, joint venture, partnership, or co-tenancy between Landlord and Tenant; the parties are and shall remain independent as to one another.

34. RADON GAS DISCLOSURE

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

35. FEDERAL AND FAA PROVISIONS

A. Nondiscrimination (Title VI). Tenant, for itself, its successors in interest, and assigns, as a part of the consideration hereof, covenants and agrees that: (1) no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Demised Premises on the grounds of race, color, national origin, sex, age, or disability; (2) in the construction of any improvements and the furnishing of services on the Demised Premises, no person shall be so excluded or discriminated against; and (3) Tenant shall use the Demised Premises in compliance with all applicable nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 49 C.F.R. Part 21; Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (49 C.F.R. Parts 37 and 38); and the FAA's nondiscrimination statute, 49 U.S.C. § 47123, each as amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Demised Premises, following the procedures of 49 C.F.R. Part 21 including expiration of appeal rights.

B. Affirmative Action. Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from participating in any employment, contracting, or leasing activity on the grounds of race, creed, color, national origin, or sex, and that it will require the same assurance from its covered sub-organizations.

C. Nonexclusive Right. Nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right in violation of 49 U.S.C. § 40103(e). Nothing herein shall prevent any person operating aircraft on the Airport from performing services on its own aircraft with its own employees.

D. Right to Develop; Maintenance. Landlord reserves the right to further develop or improve the landing area and all publicly owned facilities of the Airport as it sees fit, and reserves the right (but not the obligation to Tenant) to maintain and keep in repair the landing area and publicly owned facilities, together with the right to direct and control all activities of Tenant in that regard.

E. War or National Emergency. During any war or national emergency, Landlord shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and, if such a lease is executed, the provisions of this Lease that are inconsistent with the government lease shall be suspended.

F. Airspace and Obstruction. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting any structure on or adjacent to the Demised Premises that, in Landlord's opinion, would limit the usefulness of the Airport or constitute a hazard to aircraft.

G. Federal Subordination. This Lease is subordinate to the provisions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development of the Airport. In the event of a conflict between the terms of this Lease and any federal grant assurance or obligation, the grant assurance or obligation shall control and Tenant shall comply therewith. If this Lease is ever found to not be in compliance with a law or regulation which is necessary to maintain its status as a public use airport, Landlord may unilaterally amend the Lease to conform with such applicable law(s).

H. Use by Government Aircraft. Tenant acknowledges that the United States government has certain rights to use the Airport and its facilities for governmental purposes, either with or without charge, as provided in applicable federal grant assurances, surplus property deeds, or other agreements. Nothing in

this Lease shall be construed to limit the government's right to use Airport facilities to perform governmental functions.

I. *Florida Geoengineering and Weather Modification Reporting.* Tenant acknowledges that Section 403.411, Florida Statutes, prohibits geoengineering and weather modification activities within the State of Florida, and that Section 403.4115, Florida Statutes, requires Landlord, as the operator of a public-use airport, to report monthly to the Florida Department of Transportation the physical presence of, and the landing, takeoff, stopover, or refueling of, any aircraft equipped with any part, component, device, or the like that may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere for the purpose of affecting the temperature, weather, climate, or intensity of sunlight. Tenant shall notify Landlord in writing before any such aircraft is based, stored, or operated on the Demised Premises or at the Airport by or on behalf of Tenant. Thereafter, no later than the fifth (5th) day of each month, Tenant shall report in writing to Landlord the presence and each landing, takeoff, stopover, or refueling of such aircraft during the preceding month, and shall promptly provide such other information as Landlord may reasonably request to satisfy its reporting obligations, each as such statutes may be amended from time to time. Tenant shall not conduct, permit, or support any activity on the Demised Premises or at the Airport in violation of Section 403.411, Florida Statutes. Tenant's failure to comply with this subsection shall constitute a material default under Section 16 of this Lease.

36. MISCELLANEOUS

A. *Governing Law; Venue.* This Lease shall be governed by and construed in accordance with the laws of the State of Florida, with exclusive venue in the state courts located in St. Johns County, Florida.

B. *Force Majeure.* Neither party shall be liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, inclement weather, labor disputes, pandemics, and material shortages; the time for performance shall be equitably adjusted.

C. *Authority to Execute.* Each person executing this Lease represents that he or she is duly authorized to do so and to bind the party on whose behalf he or she signs.

D. *No Third-Party Beneficiaries.* This Lease is entered into solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall be construed to give any other person or entity any legal or equitable right, remedy, or claim under or in respect of this Lease. Provided, however, that the United States of America, acting by and through the Federal Aviation Administration, is an intended third-party beneficiary of those provisions of this Lease that relate to compliance with federal grant assurances and FAA requirements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LANDLORD:

ST. JOHNS COUNTY AIRPORT AUTHORITY

By: _____

Courtney K. Pittman

Executive Director

Date: _____

TENANT:

[TENANT LEGAL NAME]

By: _____

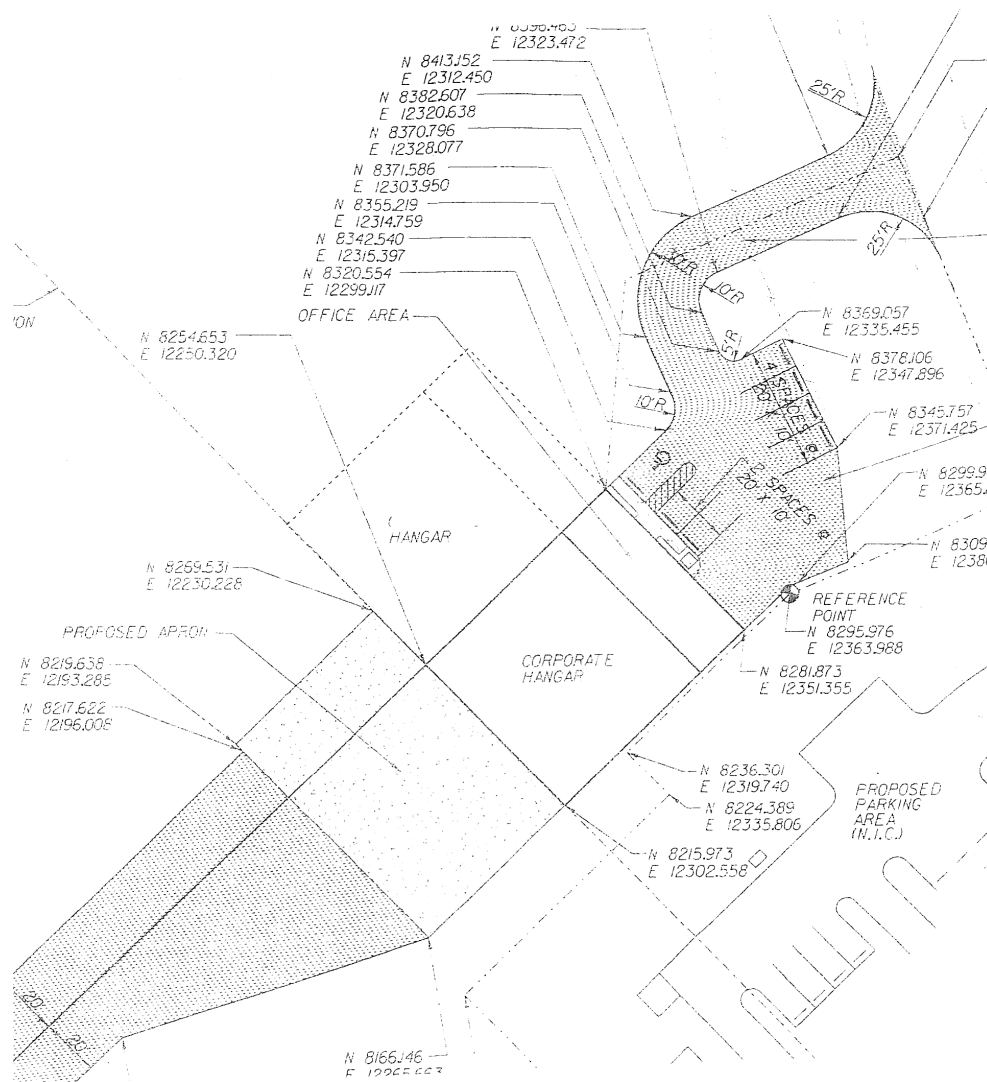
Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description and Sketch of the Demised Premises



Site Sketch — Hangars 235 & 245 Hawkeye View Lane, St. Augustine Airport (SGJ)

This final site sketch depicts both hangar buildings (235 and 245 Hawkeye View Lane) together with the apron and associated site improvements comprising the Demised Premises. The apron and site improvements shown are completed (as-built) as of the date of this Lease.

EXHIBIT B

Required Repairs and Improvements (if any)

[If the Authority requires the Tenant to complete specific repairs or improvements within a set period after commencement (see Section 8.C), list those items, their specifications, and the completion deadline here, together with any inspection report. If none, mark “None.”]