

After recording, please return to:  
Gilbert, Harrell, Sumerford & Martin, P.C.  
P. O. Box 190, Brunswick, GA 31521

STATE OF GEORGIA  
COUNTY OF GLYNN

AERONAUTICAL SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”), executed on the dates set forth by the signatures below, made effective as of the [redacted] day of [redacted], 20 [redacted] (“Effective Date”), by and between BRUNSWICK AND GLYNN COUNTY DEVELOPMENT AUTHORITY (“Authority”) and [redacted] (“Sublessee”).

WITNESSETH:

WHEREAS, Glynn County, Georgia, a political subdivision of the State of Georgia (“County”) is the owner of certain real property located in Glynn County, Georgia, which real property is fully described in the Lease (as such term is defined below), which includes the real property known as “McKinnon St. Simons Island Airport” and “Brunswick Golden Isles Airport” and related facilities located thereon (collectively the “Authority Property”); and

WHEREAS, Authority was created by the General Assembly of the State of Georgia pursuant to an amendment to the Constitution of the State of Georgia (Ga. Laws 1962, page 810, et seq.), ratified and proclaimed, by an act of the General Assembly of the State of Georgia (Ga. Laws 1963, page 2826, et seq.), as amended by an act of the General Assembly of the State of Georgia approved March 30, 1965 (Ga. Laws 1965, page 2928, et seq.); an amendment to the Constitution of the State of Georgia (Ga. Laws 1966, page 910, et seq.); an act of the General Assembly of the State of Georgia approved April 9, 1981 (Ga. Laws 1981, page 4335, et seq.); an act of the General Assembly of the State of Georgia approved March 14, 1983 (Ga. Laws 1983, page 4057, et seq.); an act of the General Assembly of the State of Georgia approved February 24, 1987 (Ga. Laws 1987, page 3659, et seq.); and an act of the General Assembly of the State of Georgia approved March 31, 1987 (Ga. Laws 1987, page 5391, et seq.) for the purpose of, among other things, developing, promoting and expanding industry and commerce for the public good and general welfare in Glynn County, Georgia; and

WHEREAS, on October 11, 1988, County, acting by and through its Board of Commissioners, entered into a Lease with Authority, a copy of which is recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Deed Book 32-Q, Page 595, as amended by the following amendments recorded in said Clerk’s office: (i) Agreement dated May 4, 1990, recorded in Deed Book 35-E, Page 335; (ii) Agreement dated June 22, 1990, recorded in Deed Book 35-P, Page 61; (iii) Agreement dated October 20, 1995, recorded in Deed Book 60-I, Page 217; (iv) Agreement dated August 22, 1996, recorded in Deed Book 65-M, Page 148; (v) Amendment No. 5 dated September 7, 2006, recorded in Deed Book 2235, Page 162; (vi) Amendment No. 6 dated April 1, 2010, recorded in Deed Book 2707, Page 184; (vii) Amendment No. 7 dated July 19, 2012, recorded in Deed Book 3025, Page 376; (viii) Amendment No. 8 dated August 21, 2014, recorded in Deed Book 3340, Page 1; and (ix) Amendment No. 9 dated September

18, 2014, recorded in Deed Book 3356, Page 321 (collectively the “Lease”), under which Authority leases the Authority Property from County; and

WHEREAS, the Glynn County Airport Commission (“GCAC”) is an agency of County created to ensure the welfare, safety and convenience of citizens of Glynn County, Georgia and to ensure the proper economic development of the County through the establishment, maintenance and operation of unified and coordinated airport systems in the entirety of the County, to ensure the orderly and proper use and growth of public airports, to ensure that maximum public benefit is obtained from the various public airports presently in existence and hereafter established, to ensure proper planning and establishment of airports needed in the future, to ensure the maximum participation of County in national and international programs of air transportation, to promote public transportation, trade, commerce, industry and employment opportunities and to provide the most effective and economical use of public airports for the public welfare, safety and convenience; and

WHEREAS, through a Memorandum of Understanding dated May 5, 1989 between Authority and GCAC, Authority granted GCAC power to exercise immediate control and supervision of all Authority Property and delegated to GCAC authority to negotiate contracts, leases or other agreements on behalf of Authority with federally certified air carriers and other commercial users of the Authority Property under such terms and conditions as GCAC deems appropriate and for such charges, rentals and fees as it deems appropriate, and to carry out and enforce the terms, conditions and provisions of any written lease or sublease between County or Authority and any third party occupying any portion of the Authority Property; and

WHEREAS, GCAC is presently operating and maintaining the Authority Property, including the Premises (as defined below), on behalf of Authority; and

WHEREAS, Section Twenty of the Lease grants Authority the right to sublease portions of the Authority Property after giving notice of such sublease to County; and

WHEREAS, Authority, desires to sublease to Sublessee a portion of such Authority Property, as hereinafter set forth and described, for the purpose of conducting the business hereinafter stated and described; and

WHEREAS, notice of this Sublease has been, or following execution hereof, will be given to County in accordance with Section Twenty of the Lease and Section XVIII(A) of this Sublease.

NOW THEREFORE, for and in consideration of the premises hereinabove set forth and the terms, conditions, and mutual covenants hereinafter stated, Authority and Sublessee hereby formally covenant and agree and bind themselves as follows to-wit:

I. SUBLEASED PREMISES.

Authority, in consideration of the rent, agreements and conditions in this Sublease to be paid and performed by Sublessee, hereby rents unto Sublessee the real property and improvements located thereon, if any, being a portion of the Authority Property located at [REDACTED] Airport (the “Airport”), Glynn County, Georgia, consisting of [REDACTED] acres (said real property and any improvements being collectively the “Premises”), identified by a plat of survey by Shupe Surveying Company, P.C., a copy of which is attached hereto and made a part hereof as Exhibit A (“Survey”). Any portion of the Authority Property shown on the Survey outside the boundaries of the Premises shall belong to and remain under the control of Authority.

II. TERM.

This Sublease commences on the [redacted] day of [redacted], 20 [redacted], (“Commencement Date”) and expires on the [redacted] day of [redacted], 20 [redacted], a period of thirty (30) years and zero (0) months.

III. OPTION TO RENEW. [Optional – If no renewal, replace A with “There is no option to renew this Sublease,” delete A and B below, with C becoming new B]

A. *First Extension Option.* At the expiration of the Term, if this Sublease shall then be in full force and effect, and the Sublessee shall have fully performed all of its obligations hereunder, including any renovation or repair obligations set forth herein below, Sublessee shall have the option to extend this Sublease for an additional five (5) years, upon the same terms and conditions set forth herein (such additional period being the “First Extension Term”). Sublessee shall notify GCAC of Sublessee’s intent to exercise the First Extension Option no later than one (1) year prior to the expiration of the initial Term. If this option is exercised, the First Extension Term shall commence on the [redacted] day of [redacted], 20 [redacted], and expire on the [redacted] day of [redacted], 20 [redacted]. Prior to Sublessee having the option to extend this sublease for the First Extension Term, Authority shall have the right, at its discretion, to require Sublessee to renovate or repair any improvements constructed upon the Premises. Authority shall give Sublessee written notice of any required renovations or repairs eleven months (11) months prior to the end of the Term. Completion of such renovations or repairs, to the sole satisfaction of Authority, shall be a condition precedent to extending to Sublessee beyond the Term and commencement of the First Extension Term. The rental rate for the First Extension Term will continue to be calculated using the C.P.I.-U method described in Section IV below.

B. *Second Extension Option.* At the expiration of the First Extension Term, if this Sublease shall then be in full force and effect, and the Sublessee shall have fully performed all of its obligations hereunder, Sublessee shall have the option to extend this sublease for a second five (5) year renewal term, upon the same terms and conditions set forth herein (“Second Extension Term”). Sublessee shall notify GCAC of Sublessee’s intent to exercise the Second Extension Option no later than one (1) year prior to the expiration of the First Extension Term. If exercised, the Second Extension Term shall commence on the [redacted] day of [redacted], 20 [redacted], and expire on the [redacted] day of [redacted], 20 [redacted]. Prior to Sublessee having the option to extend this sublease at the end of the First Extension Term, Authority shall have the same rights and the same notice obligations regarding renovation or repair of improvements to the Premises as set forth in Section III(A) above. The rental rate for the Second Extension Term will continue to be calculated using the C.P.I.-U method described in Section IV below.

C. *Holding Over.* In the event that Sublessee, its successors or assigns, with the consent of Authority, shall hold over and remain in possession of the Premises after the expiration of the Term, the First Extension Term or the Second Extension Term, such holding over shall not be deemed to operate as a renewal or extension of the Term, the First Extension Term or the Second Extension Term, but shall only create a month to month tenancy, which may be terminated by the Authority with thirty (30) days written notice to Sublessee.

IV. RENTAL.

A. *Rate.* Sublessee shall pay for the use and occupancy of the Premises the sum of [redacted] Dollars and [redacted] Cents (\$ [redacted] ) per year (the “Rent”).

B. *Rate Calculation.*

(1) Authority shall adjust the Rent annually on the anniversary of the Effective Date of this Sublease for the Term of this sublease, including extensions, (with such adjustment being first applied to the [First anniversary of Commencement Date], 20\_\_ payment, and subsequently to the first payment following each anniversary of the Commencement Date throughout the Term, including extensions). Such adjustment and change in the basic rent shall be determined according to cost of living changes in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-84=100 reference base (“BLS Consumer Price Index”).

(2) The BLS Consumer Price Index figure of 237.07 (“Base Index Figure”) for the month of April (“Base Index Month”) preceding the Effective Date is hereby fixed and established in the computation of adjustment of rentals herein provided for. Such adjustment of the annual rental rate shall be accomplished by multiplying the Rent by a fraction comprised of a numerator of which shall be the BLS Consumer Price Index figure for the Base Index Month immediately preceding the rental adjustment and a denominator of which shall be the Base Index Figure as follows:

$$\text{Current Rent} \times (\text{New Adjusted Index Figure} / \text{Base Index Figure}) = \text{New Rent}$$

(3) If the official monthly BLS Consumer Price Index no longer uses the 1982-84=100 reference base, it is agreed that this agreement shall continue to use the BLS Consumer Price Index with the 1982-84=100 reference base.

(4) If at any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of BLS Consumer Price Index or if there is a substantial change in the computation of the BLS Consumer Price Index, the parties shall use any other standard nationally recognized cost-of-living index then issued and available, which index is published by the U.S. government or other non-partisan publication.

(5) If the official monthly BLS Consumer Price Index is not available for use for the month, it is agreed that the BLS Consumer Price Index as issued and published for the earliest preceding months should be used in determining such basic rent adjustments.

C. *Payment.*

(1) Sublessee shall make monthly payments of one-twelfth (1/12<sup>th</sup>) of the Rent to GCAC (for example during the first year of first term, Sublessee will pay GCAC \$ \_\_\_\_\_ per month).

(2) All Rent shall be paid in advance on the first (1<sup>st</sup>) day of each month without prior demand therefor at GCAC's business office, 295 Aviation Parkway, Suite 205, Brunswick, Georgia 31525, or such other address as Authority may designate in writing. Checks should be made payable to the Glynn County Airport Commission.

D. *Late Payment.* If payment of Rent is not received by GCAC by the fifteenth (15<sup>th</sup>) day of the month, a late charge of the greater of five percent (5%) of the monthly rental rate, or fifty dollars (\$50.00), shall be assessed and due; and all charges which are overdue shall bear interest from the due date based upon the rate of one and one-half percent (1½%) per month or a rate of .0493% times the unpaid balance on a daily basis until the account is paid in full.

E. *Reports.* Sublessee shall provide Authority with a copy of: [Optional. If not required, delete all of Section E]

(1) Monthly sales tax reports, if applicable, and

(2) Upon request by GCAC, a certified financial statement for each year by March 31st of the following year.

V. USE OF PREMISES.

A. *Designated Use.* [Add and delete as appropriate]

(1) Sublessee shall use the Premises for aeronautical purposes only, specifically [redacted]. Sublessee shall use the Premises to hangar airworthy aircraft, along with any necessary aircraft ground handling equipment and tools associated to support such aircraft, owned by or exclusively leased to Sublessee.

(2) Special provisions may be requested in writing by Sublessee and approved by GCAC for aircraft that are not currently airworthy because they are under construction or renovation.

(3) Sublessee shall not use the Premises for any other purpose and shall not engage in any activity on the Premises that in the opinion of GCAC creates an unsafe condition.

(4) There shall be no unapproved businesses located on the Premises. Sublessee shall not either directly or indirectly, conduct or promote any commercial activities within or from the Premises unless expressly licensed or permitted in writing by GCAC to do so.

(5) No maintenance of any kind shall be conducted in the Premises except preventative maintenance as is normally covered under Part 43.3 (g) of the Federal Aviation Regulations and that can be performed by an aircraft owner without the assistance of and aircraft mechanic, unless such work is approved in writing in advance by GCAC. Sublessee shall not perform maintenance on any vehicle or equipment of any kind other than the aircraft authorized including but not limited to automobiles, motorcycles, bicycles, boats and campers on the Premises.

B. *Requirements.* Sublessee shall prevent escape of unlawful or noxious fumes, odors, smoke, gas and other substances from the Premises and shall provide adequate devices to control excessive noises, vibrations or electromagnetic emissions.

C. *Environmental Compliance.*

(1) Sublessee shall handle any hazardous substance discovered or introduced on the Premises during the Term in compliance with all local, state and federal environmental laws and Airport Rules. For purposes hereof "Hazardous Substance" shall include, but not be limited to, any material or substance that is defined or classified under federal, state, or local laws, as the same may be amended (collectively "Environmental Laws"), as: (i) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource

Conservation and Recovery Act (42 U.S.C. §§6903, 6921); (iii) a “toxic pollutant” under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); (iv) a “hazardous air pollutant” under Section 112 of the Clean Air Act (42 U.S.C. §7412); (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)); (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. “Hazardous Substance” shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

(2) In the event Sublessee becomes aware of the actual or possible release of Hazardous Substances on the Premises or elsewhere on at the Airport, Sublessee shall promptly give notice of the same to GCAC.

(3) At the request of Authority, County or GCAC, Sublessee shall provide information necessary for Authority, County and GCAC to confirm that Sublessee is complying with the foregoing obligations.

(4) Upon reasonable notice, Authority, County or GCAC shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to GCAC, an environmental audit or any other appropriate investigation of the Premises for possible environmental contamination. Such investigation may include environmental sampling and equipment and facility testing, including the testing of secondary contamination. No such testing or investigation shall limit Sublessee’s obligations hereunder or constitute a release of Sublessee’s obligations therefore. Sublessee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Substances contamination as to which Sublessee is liable hereunder.

(5) Authority, County and GCAC shall have the right to require Sublessee to file an application for a Closure Permit for decontamination of the site and investigation and removal of all Hazardous Materials in compliance with Rules, FAA Rules (as both terms are hereinafter defined) and all laws. The Closure Permit may require a plan for long-term care and surveillance of any contamination allowed remaining at the Premises and an acknowledgment of responsibility and indemnification for any and all losses associated with any such contamination. Without limiting the foregoing provision, Authority, County and GCAC reserve the right to require Sublessee to, and in such event Sublessee shall, at Sublessee’s sole cost and expense, decontaminate the Premises and remove any hazardous materials discovered during the Term, except those Hazardous Substances which constitute are a pre-existing condition. Such removal shall be performed to the reasonable satisfaction of Authority, County and GCAC.

(6) Sublessee hereby indemnifies and defends Authority, County and GCAC, and agrees to hold said Authority, County and GCAC harmless from and against any and all claims, judgments, damages, liabilities and losses which arise from the presence of any Hazardous Substances, which are first brought upon, stored, used, generated or released into, upon or under the Premises or the Authority Property after the commencement of this Sublease by Sublessee, its agents, employees, contractors or licensees. The indemnification requirements set forth in this section shall survive the expiration or termination of this Sublease.

D. *Legal Compliance.* In addition to Sublessee's obligations to comply with Environmental Laws set forth in Section V(C) above, Sublessee, at its sole costs and expense, shall, at all times, comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, and officers, that may be applicable to all or any portion of the Premises. Sublessee shall indemnify Authority, County and GCAC and hold said parties harmless from all fines, penalties, and/or claims for damages of any kind arising out of any failure to comply with any such law, ordinance, order, rule, regulation or requirement, the intention of the parties being with respect to such matters that Sublessee shall discharge and perform all such obligations concerning the Premises and indemnify Authority, County and GCAC therefrom.

E. *Taxes and Liens.*

(1) Sublessee acknowledges and hereby agrees that this Sublease creates an estate for years in Sublessee and not a usufruct. Sublessee agrees not to contest the taxability of its interest acquired under this Sublease or in any way assert that its interest acquired under this Sublease is not subject to ad valorem taxation. Sublessee shall pay, to the proper governmental agencies as they come due, all taxes, assessments, and similar charges, which, at any time during the term of this Sublease, may be taxed, assessed or imposed upon Sublessee arising from this Sublease or the Premises as it pertains to any permanent improvements thereto but not as to the land. All payments shall be paid prior to their respective due dates. Sublessee agrees to furnish proof of payment of such taxes to Authority or GCAC upon their request.

(2) Notice is hereby given that Authority or GCAC on behalf of County neither authorizes, consents to, nor shall be liable for either labor, services, or materials furnished Sublessee, its officers, employees, agents and anyone claiming under Sublessee on credit, and no mechanics lien or other similar lien either for labor, services or material either shall attach to the Premises or affect County's reversionary interest in any part of the Premises. Any act by Sublessee which encumbers any part of the Premises by a mechanics lien or other similar lien shall constitute default and breach of this Sublease. Should such a lien be filed against the Premises purporting to be for or on account of either labor performed or services or materials furnished under Sublessee's authority or that of anyone claiming under Sublessee, Sublessee shall discharge such lien of record within ninety (90) days after the date such lien is filed.

(3) Under no circumstances shall Sublessee act as agent for Authority, County, or GCAC in making repairs and improvements to the Premises or for any other reason. Likewise, Authority, County, or GCAC at no time shall act as agent for Sublessee.

(4) Notwithstanding provisions of Section V(E)(2) of this Sublease, Sublessee shall have the right to contest any mechanics lien or other similar lien if Sublessee notifies Authority or GCAC in writing of its intention to do so before the expiration of the ninety (90) day period provided in said Section V(E)(2).

(5) On demand of Authority, County or GCAC, Sublessee shall provide a commercial surety bond in Authority's favor, the face amount of which shall be the amount of the lien contested to indemnify and protect Authority, County, and GCAC against liability, loss, damage and expense of any nature resulting from said asserted lien and the contest thereof; if Sublessee diligently prosecutes such contest, prevents any judicial sale of any part of the Premises, and pays or otherwise satisfies a final judgment enforcing such contested lien claim and thereafter promptly procures record releases or satisfaction thereof, Sublessee shall be discharged and the bond released.

F. *Rules and Regulations.* Sublessee, its officers, agents and employees shall comply with all rules and regulations issued from time to time by GCAC in connection with the management and operation of the Authority Property (collectively “Rules”); provided, however, that GCAC agrees not issue any Rules that would unreasonably interfere with the operation and management by Sublessee. However, both Authority and Sublessee acknowledge that any rule or regulation relating to airport operation and maintenance, safety or aviation issued by the FAA (collectively “FAA Rules”) is controlling and the safe operation of the Airport is of primary importance.

VI. INSURANCE. [This Section VI should be reviewed and approved by GCAC insurance agent]

A. *Insurance.* Sublessee shall procure and maintain at its sole expense the following types and amounts of insurance throughout the Term of this Sublease:

(1) *Property Insurance.*

(a) Sublessee, at its sole expense, shall insure Premises continuously under a special form policy for the full replacement cost, which includes a Fifty Thousand Dollar (\$50,000.00) endorsement for debris removal and demolition as a separate and additional limit of coverage. GCAC and Authority shall be included as additional insureds. If the Premises is determined to be in a Special Flood Hazard Area, Sublessee, at its sole expense, shall insure Premises continuously against loss or damage by flood, for the full replacement cost or the maximum available, if less than full replacement cost, from the National Flood Insurance Program (“NFIP”), as used in the State of Georgia. As of the Commencement Date, GCAC and Sublessee agree that the full replacement cost, for Sublessee’s initial insurance as required hereunder, shall be deemed to be [REDACTED] (\$ [REDACTED]). Such amount shall be the minimum allowable amount of insurance allowable under this Section VI(A)(1)(a) throughout the Term. In addition Sublessee shall increase such insurance coverage should the full replacement cost increase either as a result of inflation, permanent improvements to premises or any other reason.

In the event there is a policy of blanket property insurance insuring multiple properties located in Glynn County, Georgia such policy shall have the full replacement cost of the Premises allocated to the Premises.

(b) Under no circumstance shall Authority, County or GCAC be responsible for or in any way obligated under any amounts payable under any deductible for the policy(ies) of insurance maintained to insure the Premises.

(c) GCAC and Sublessee shall review the sufficiency of this insurance coverage at least once every five (5) years. GCAC shall have the option to require simultaneous review by the insurance consultant or a real estate appraiser selected and paid for by GCAC.

(2) *General Liability Insurance.* It is understood that the insurance coverages and limits required of Sublessee hereunder are designed to meet the minimum requirements of Sublessee and are not a recommended insurance program for Sublessee. Sublessee alone shall be responsible for the sufficiency of its own insurance program. With no intent to limit Sublessee’s liability or the indemnification provisions set forth herein, Sublessee shall procure and maintain general liability insurance during the term of this Sublease no less than One Million Dollars

(\$1,000,000) per occurrence, bodily injury and property damage, including non-ownership automobile liability and hired auto liability coverages, and Two Million Dollars (\$2,000,000.00) aggregate general liability, which includes a One Million Dollar (\$1,000,000.00) personal and advertising injury endorsement.

(3) *Proof of Coverage.* Sublessee must carry and place on file with GCAC an original signed copy of Sublessee's Certificate of Insurance, reflecting at a minimum the following additional limits:

(a) If Sublessee has any employees, Worker's Compensation in compliance with Georgia statutory limits, including an All States Endorsements and One Million Dollars (\$1,000,000.00) per accident, illness, injury or disease.

(b) Umbrella – One Million Dollars (\$1,000,000) (covers all liability lines).

(4) *Copies of Policies.* Sublessee must place on file in GCAC office an original signed copy of Sublessee's Certificate of Insurance evidencing the coverage required by this Sublease. Upon request by GCAC, Sublessee shall furnish complete copies of the following:

(a) Property Insurance with SPECIAL FORM coverage at 100% replacement cost for all improvements and betterments to the Premises. In the event of a casualty, GCAC agrees to allow Sublessee to utilize the insurance proceeds to rebuild Sublessee's improvements as required herein.

(b) Builder's Risk to cover Sublessee's construction of Sublessee's improvements in the event that sometime during the Term Sublessee undertakes a construction or renovation project; provided, however, that Sublessee shall acquire Builder's Risk insurance only when the costs of the renovation project allocable to the improvements exceeds fifteen percent (15%) of the then current replacement cost of the improvements.

B. *Terms and Conditions of Insurance.*

(1) Sublessee's policy(ies) covering the said insurance shall be issued by a company authorized to do business in the State of Georgia.

(2) All policies shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to GCAC.

(3) All policies, other than Worker's Compensation, shall name County, Authority, and GCAC as additional insureds. All Certificates of Insurance reflecting the above and naming County, Authority, and GCAC, their officers, directors, agents, and employees, as additionally insured, shall be delivered to GCAC by Sublessee in advance of the execution of this Sublease.

(4) All liability insurance policies shall contain a standard cross-liability provision and shall stipulate that no insurance held by County, Authority or GCAC will be called upon to contribute to a loss covered thereunder. County, Authority and GCAC shall have no liability for any premiums charged for such coverage, and the inclusion of County, Authority and GCAC as an additional insured is not intended to, and shall not make County, Authority or GCAC a partner

or joint venturer with Sublessee in Sublessee's operations.

(5) GCAC reserves the right to periodically review the insurance provisions stated herein as to the amount of coverage, new types of insurance and new terms (such as combined single limit coverage) and to reasonably request Sublessee to modify the insurance coverage under this Sublease. GCAC, Authority or County may request, at any time and from time to time, complete copies of all insurance policies then in effect, which Sublessee and any affiliated party must provide within a reasonable amount of time but not to exceed fifteen (15) days after the request and receipt of the policies by Sublessee. Should Sublessee, or any affiliated entity, cancel, not renew, alter any policy of insurance or amend or modify the terms of any policy, Authority, GCAC and County must all be given thirty (30) days notice of such cancellation, non-renewal, alteration, amendment or modification.

(6) In the event that the policies or amounts of insurance Sublessee is required to maintain under Section VI results in an excessive cost or undue burden on Sublessee, Sublessee may engage Authority and GCAC to renegotiate the amounts and types of coverage required thereunder.

(7) If Sublessee places a first mortgage upon its leasehold estate, Sublessee's policies of insurance shall provide that any and all payments for loss shall be payable to mortgagee (lending institution), and Sublessee as their respective interests shall apply.

C. *Subrogation.* Notwithstanding anything to the contrary herein, Sublessee waives any right of recovery against Authority, GCAC or County for any loss or damage to the extent the same is required to be covered by Sublessee's insurance hereunder. Sublessee shall obtain from its insurer, if possible, waiver of subrogation the insurer may have against Authority, GCAC or County in connection with any loss covered by Sublessee's property insurance policy.

## VII. INDEMNIFICATION.

A. *Duty to Indemnify.* Sublessee shall indemnify, protect, defend and save Authority, County, and GCAC harmless from and against all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed of whatever kind or character to property or persons allegedly occurring on the Premises during this Sublease Term or Sublessee's period of actual possession of the Premises, whichever is longer. Additionally, Sublessee shall indemnify, protect, defend and save Authority, County, and GCAC harmless from and against all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed of whatever kind or character to property or persons allegedly caused by Sublessee, its employees, agents or assigns. Upon notice from Authority, County or GCAC, Sublessee shall defend Authority, County, and GCAC in any action or proceeding brought in connection with such claims and demands. Sublessee's indemnification obligations under this Section VII(A) and Section V(C)(6) shall survive the expiration or earlier termination of this Sublease.

B. *No Duty to Indemnify.* Nothing in this Section VII shall require Sublessee to indemnify, protect, defend and save Authority, County, and GCAC harmless against claims, demands, liabilities and costs arising from negligence of Authority, County, or GCAC, their officers, employees, agents, licensees and invitees.

## VIII. ACCEPTANCE OF PREMISES.

Sublessee acknowledges it has inspected and noted the condition of the Premises and accepts Premises without representation or warranty by Authority and without Authority's obligation either to make alterations, repairs or additions thereto.

IX. PERMANENT IMPROVEMENTS ADDED TO PREMISES DURING TERM.

A. *General Requirements.*

(1) Sublessee accepts the Premises in an “as is” condition. By taking the Premises in an “as-is” condition, Sublessee has completed any necessary due diligence and understands the current condition of the Premises, including but not limited to, the water, sewer, and other utilities servicing the Premises, if any, and shall be responsible for any alteration or revision of such utilities or the Premises.

(2) Sublessee accepts and acknowledges that any improvements or alterations made to the Premises at the termination of this Sublease shall become part of the Premises and property of County. Title to all personal property located on the Premises, for all purposes including tax purposes, shall be vested in Sublessee.

(3) Authority, County and GCAC, have no obligation to rebuild, replace, maintain, repair, improve, enlarge or remodel the Premises or any improvements added to the Premises after the commencement of this Sublease.

(4) Prior to commencement of construction of any permanent improvements on the Premises, Sublessee should make all due and necessary inquiry and investigation into the condition of the property to determine the suitability of the Premises for the intended permanent improvements and to determine compliance with all applicable environmental laws. Sublessee should perform or have performed at its cost any needed soil boring tests or other geotechnical tests and shall perform or have performed at its cost any needed phase I environmental audit or site assessment of the subleased the Premises. Sublessee shall furnish to Authority, prior to commencement of such construction, written results from any such tests which shall be satisfactory to Authority.

(5) The plans and specifications for any new construction or for any renovation must be submitted to GCAC at least sixty (60) days prior to the commencement of construction. Such plans and specifications must be approved by GCAC prior to the commencement of construction and the approved plans and specifications shall be attached to this Sublease as Exhibit B. Any failure to conform to the plans and specifications set forth on Exhibit B shall be an event of default and shall subject Sublessee to the requirement of curing the default by revising or renovating the construction so as to conform to said plans and specifications.

(6) New construction as is contemplated by this sublease shall commence on the Premises within one hundred eighty (180) days from the first day of the initial term of this Sublease unless unavoidable delays are encountered by Sublessee. In such event, reasonable extension shall be provided to Sublessee in writing by Authority or GCAC, and such extension shall not be unreasonably withheld. All new construction shall be completed within three hundred sixty-five (365) days after commencement and shall be performed in a reasonable and workmanlike manner.

[Delete for existing structure]

B. *Conformation Requirements.* In the event that Sublessee adds or alters any permanent improvements on the Premises, all permanent improvements on the Premises made by Sublessee shall conform to the following minimum requirements:

(1) Outside walls of all new buildings or additions must be constructed of masonry, decorative metal or other similar materials and shall comply with the existing zoning requirements for the area leased.

(2) All roofs shall be constructed from a fire-resistant material.

(3) The construction of any fencing or barricades must be approved by Authority or GCAC. Chain link fence and posts are permitted only with a poly coating and the color approved by GCAC upon site plan submittal.

(4) Sublessee shall provide adequate, hard-surfaced, off street parking areas for its employees and customers; Authority has no duty to construct or resurface parking areas.

(5) No signs, billboards, or displays not associated with Sublessee's business shall be permitted outside the Premises. Advertising signage outside the Premises shall conform to Article 8 of the Glynn County Zoning Ordinance and any Rules and FAA Rules.

(6) Sublessee shall obtain and pay for all requisite government permits and authorizations related to new construction on the Premises prior to commencement thereof, and Sublessee shall comply with all applicable building and zoning laws and ordinances and other government regulations and requirements.

(7) Sublessee shall provide and maintain, at its expense, fire extinguishers and other necessary emergency response requirement on the Premises as required by County or the FAA.

C. *Contractor/Subcontractor Insurance Requirements.* In providing for construction or renovation of any permanent improvements on the Premises when the cost of such construction or renovation exceeds fifteen percent (15%) of the current replacement cost of the property, Sublessee shall require any contractor or subcontractor to furnish satisfactory evidence of statutory worker's compensation insurance, comprehensive automobile liability. In addition, Authority shall require any contractor or subcontractor to furnish satisfactory evidence of a performance bond for the cost of the construction of any permanent improvements on the Premises when the cost of such construction or renovation exceeds fifteen percent (15%) of the current replacement cost of the improvements.

D. *Damage to Improvements.*

(1) *Termination.*

(a) If the permanent improvements on the Premises shall be rendered, as determined by the property insurance carrier(s) of Sublessee, untenable by fire, lightning, windstorm, hurricane, flooding, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe during the term of this Sublease or any extension thereof, to the extent of fifty percent (50%) of the Insured Value (as defined in Section IX(D)(4) below) of the improvements, Sublessee may at the option of Sublessee, which option is to be evidenced in writing given to Authority within ninety (90) days after the occurrence of such damage

or destruction, elect to terminate this Sublease as of the date of the damage or destruction. If Sublessee chooses to terminate this Sublease, Authority shall be obligated, at its sole cost and expense, to clear the Premises of any debris or remains of the destroyed improvements. The foregoing notwithstanding Sublessee shall pay over to Authority any insurance proceeds associated with demolition and debris removal.

(b) In the event that Sublessee elects to terminate this sublease after the permanent improvements have been rendered untenable to the extent of fifty percent (50%) of the Insured Value of the permanent improvements, Sublessee must accept a sum equal to one hundred percent (100%) of the amount for which the policy provides as such value shall be determined by Sublessee's insurance carrier. In the event that Sublessee elects to terminate this sublease after the permanent improvements have been rendered untenable to the extent of fifty percent (50%) of the Insured Value of the permanent improvements, the full amount received from the insurance carrier from the demolition and debris removal coverage shall be paid directly to GCAC.

The sum received by Sublessee from its insurance carrier relating to the permanent improvements shall be applied in the following order of priority: any amounts owed under the mortgage, as provided in Section XII (B)(7)(a), any amount necessary, in addition to the demolition and debris removal coverage, to cover demolition and removal, other lien holders and creditors of Sublessee, and Authority. Upon receipt of the insurance proceeds from the insurance carrier for Sublessee by Authority, the Rent associated with this sublease shall abate. Effective on the date of such payment, Sublessee's obligations for Rent hereunder shall cease and terminate.

(c) Sublessee shall deliver to Authority an instrument releasing and conveying to Authority all of Sublessee's right, title, and interest in and to the Premises after the termination of this Sublease due to the damage and destruction of the permanent improvements.

(2) *Repair.*

(a) If Sublessee elects not to terminate this Sublease after the permanent improvements have been rendered untenable by fire lightning, windstorm, hurricane, flooding, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe during the term of this Sublease or any extension thereof, to the extent of fifty percent (50%) of the Insured Value of the improvements, Sublessee shall, at its sole cost and expense, repair, restore or replace the permanent improvements in strict accordance with the renovation plans, specifications, and drawings as approved by Authority and GCAC for the reconstruction of the improvements, which approval will not be unreasonably withheld. Sublessee shall be required at all times to have renovation plans, specifications and drawings on file with GCAC. Sublessee shall be entitled to and shall retain the full amount received from any insurance carrier related to the damage of the permanent improvements. All repair, restoration and replacement of the permanent improvements located on the Premises undertaken under this Section IX(D)(2)(a) shall be completed within one hundred eighty (180) days from the date said permanent improvements were initially rendered untenable.

(b) During the period of repair and renovation, Rent shall not abate and shall remain in effect at all times.

(3) *Lesser Damage.* In the event that the permanent improvements are damaged by fire lightning, windstorm, hurricane, flooding, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe during the term of this Sublease or any extension thereof, to the extent of less than fifty percent (50%) of the Insured Value of the improvements, Sublessee shall, at its sole cost and expense, repair, restore or replace the permanent improvements so as to conform with the original plans and drawings with such modified plans and specifications as approved by Authority for the reconstruction of the improvements. Any insurance proceeds associated with such damage shall inure to the benefit of Sublessee. All repair, restoration and replacement of the permanent improvements located on the Premises undertaken under this Section IX(D)(3) shall be completed within one hundred eighty (180) days from the date said permanent improvements were initially damaged.

(4) *Insured Value.* For purposes of this Section IX(D), the term “Insured Value” shall be deemed to be the amount of insurance required under Section VI(A)(1)(a) hereof.

E. *Utilities.* The cost of all utilities and utility services used by Sublessee in, on or about the Premises, including but not limited to electricity, natural gas, water, sewer, heat, telephone, solid waste removal, and the cost of installing utility meters, shall be paid by Sublessee. Authority, County, or GCAC shall be under no obligation to provide such utilities in behalf of Sublessee or any other party. Such services shall be contracted in Sublessee's name, and Sublessee shall procure, at its sole expense, all permits, licenses and authorizations necessary for such service.

## X. REPAIRS AND MAINTENANCE.

### A. *Condition of Improvements.*

(1) Sublessee shall make all repairs and perform all maintenance necessary to preserve any improvement constructed on the Premises, whether the construction of such improvement was done by Sublessee or by another entity, in good condition, whether structural or otherwise; quality of repair and maintenance work shall not be less than that of original construction and condition.

(2) Sublessee shall, at its expense, maintain the Premises in good and safe repair and in a neat, clean, and orderly condition. Sublessee further agrees to surrender the Premises at the termination of this Sublease in the condition they were upon construction, reasonable wear and tear excepted.

(3) In the event that GCAC becomes aware of any improvements on the Premises which have fallen into disrepair and which have not been repaired as required by Section X(A)(1) hereof, GCAC shall give Sublessee notice of the same. Sublessee shall repair the improvements within a reasonable time, not to exceed ninety (90) days or a showing of good cause why the repair cannot be completed within ninety (90) days. If Sublessee fails to make the requested repairs within the ninety (90) days, or such extended amount of time as may be granted by GCAC following a showing of good cause for delay by Sublessee, Sublessee shall be in default and GCAC may move to terminate this Sublease.

(4) Sublessee shall be responsible for all repair and maintenance of all underground utilities serving or located on the Premises, including but not limited to the repair and maintenance of water lines and sewer lines. The responsibility of Sublessee shall include all pipes, lines and utilities commencing at the meter (if the meter is not located on the Premises), or if the meter is not readily identifiable, commencing at the boundary line of the Premises.

B. *Condition of Premises.* Sublessee shall cause no waste or injury to the Premises, reasonable wear and tear excepted, and at all times shall keep the Premises safe and clean and shall comply with all government laws and regulations governing care and maintenance of the Premises.

C. *Material and Trash Disposal.*

(1) Sublessee shall promptly remove rubbish which may accumulate on the Premises, ensure that open, unpaved areas are covered by grass and landscaped, mow and trim all grass and shrubbery and make every attempt to give the Premises a pleasing appearance, all at Sublessee's expense. Sublessee shall not permit materials, supplies, or equipment to be stored outside of buildings.

(2) Sublessee shall provide for the complete removal, sanitary handling, and disposal, away from the Authority Property, of all trash, garbage and other refuse on the Premises. Trash receptacles shall be maintained in a clean and sanitary condition and located away from public view.

(3) Sublessee shall be responsible for ensuring that the Premises and any improvements located thereon are subject to proper and appropriate pest control.

D. *Damage to Property by Sublessee.* Should Sublessee, its officers, employees and agents damage property belonging to County, Authority, GCAC, or its patrons or tenants, which damage occurs on the Premises, Sublessee promptly shall repair or replace damaged property to Authority's satisfaction. In lieu of repair or replacement, Authority, at its option, may require Sublessee to pay Authority, or the appropriate harmed party, money in an amount sufficient to compensate for any loss caused by such damage.

E. *Inspection.* Sublessee shall permit agents and officers of Authority, County, GCAC, and the Federal Aviation Administration free access to the Premises at all reasonable times to examine and inspect the condition thereof and exercise any right reserved to Authority, County or GCAC in this Sublease.

(1) GCAC, its authorized employees, agents, contractors, subcontractors, and other representatives shall have the right, but not the obligation, at all reasonable times to enter upon the Premises, for the following purposes:

(a) To inspect the Premises during regular business hours (or at any time in case of emergency) to ascertain the condition of the Premises and to determine the compliance by Sublessee with the terms of this Sublease. The right of inspection shall impose on GCAC no duty to inspect and shall impart no liability upon GCAC for failure to inspect or upon inspection, for failure to notice any condition which may be dangerous or potentially dangerous to Sublessee or any other party.

(b) To perform (or arrange to perform) any repair necessary under Section IX(A)(3) when Sublessee is obligated to do so and has failed to do so within ninety (90) days after written notice from GCAC. Sublessee shall be responsible for the cost of such repair.

(c) To perform any obligation of GCAC under this Sublease.

(d) All entries made for the purposes set forth in this Section shall be without abatement of rent and without unreasonable interference with Sublessee's operations.

(2) In addition to a physical inspection of the Premises, Sublessee shall permit an inspection of its books and records, as follows: **[Optional]**

(a) Sublessee covenants and agrees to maintain books and records which contain a complete, accurate and detailed record of all business done in, on, upon, from, or through the Premises. Such books and records shall be kept at the accounting department where Sublessee's offices are located. Such books and records shall be open to examination by Authority, its employees, authorized agents and representatives, at all reasonable times.

(b) Lessee shall keep and preserve said books and records for not less than thirty-six (36) calendar months.

F. *Failure to Repair and Maintain.* In the event Sublessee fails to comply with requirements of this Section X, Authority or GCAC, after giving ninety (90) day notice and opportunity to cure such failure, in addition to the rights granted under Section X(A)(3), may perform all repairs and maintenance necessary to cure such failure and add the cost thereof to Rent due in the month following the date such costs are incurred.

## XI. OWNERSHIP OF PERSONAL PROPERTY AND FIXTURES.

A. *Property of Authority.* Any personal property, furniture, fixtures or equipment owned by Authority, County, or GCAC, and located on the Premises at any time during the term of this Sublease shall remain property of Authority, County, and/or GCAC, and shall not be removed from the Premises without Authority or GCAC's written consent; Sublessee may use such property in the conduct of its business but shall suffer no waste or injury thereto, reasonable wear and tear accepted, and at all times shall keep such property clean and shall perform ordinary maintenance necessary to the preservation thereof. Authority, County, or GCAC has no obligation either to rebuild, replace, maintain, repair, improve or remodel such personal property, furniture, the fixtures or equipment being used by Sublessee. Sublessee shall repair and maintain such property at Sublessee's sole expense. Sublessee shall be liable to Authority, County, and/or GCAC for destruction of such property resulting from Sublessee's negligence or misuse thereof.

B. *Property of Sublessee.* Sublessee may place or install on the Premises at its sole expense such personal property, furniture, the fixtures and equipment as it shall deem necessary for the conduct of its business; Sublessee shall have the privilege at any time during the term of this Sublease of removing any and all of its personal property, furniture, the fixtures and equipment, except as provided hereafter and only so long as such removal does not materially impair the appearance or structure of the Premises. Sublessee shall be liable to Authority, County, and/or GCAC for all damages to the Premises resulting from Sublessee's removal of its property.

C. *Ownership of Personal Property.*

(1) Any improvement of a permanent nature, including personal property or fixtures which cannot be removed without undue damage to the Premises, or which would be of insignificant value after removal, shall become the property of County when installed, unless otherwise agreed in writing prior to such installation. Such property shall include, but shall not be limited to wall-to-wall carpet, partitions, window coverings and light fixtures.

(2) In the event this Sublease terminates for any reason and Sublessee fails to remove its property from the Premises within a reasonable period of time, but not to exceed thirty (30) days, Authority or GCAC shall take immediate possession of said property and shall have the option either to claim ownership of said property without compensation to Sublessee, store said property in the Premises or elsewhere, or restore said property to Sublessee. Sublessee shall pay all reasonable costs of moving said property and storing the same whether it is moved or not. Sublessee shall protect, indemnify and save Authority, County, and GCAC harmless from any and all claims for damages to its property while in Authority's possession, whether such damage be due to negligence of Authority or any other reason irrespective of whether such property is owned by Sublessee, its officers, employees, agents or anyone else. The foregoing notwithstanding, if the termination of this Sublease is due to the expiration of the Term, or if Sublessee assigns its rights under the lease to a new sublessee under the Sublease with the consent of Authority, or relinquishes its rights to the Premises with the consent of Authority for the purpose of occupancy of the Premises by a new sublessee under a new sublease, Sublessee shall remove all of its property from the Premises on or before the date of such termination so as to avoid causing any delay in occupancy by the new sublessee.

(3) Whenever Sublessee is on actual notice that this Sublease may terminate due to Sublessee's default and breach and whenever Sublessee is in default and has breached this Sublease, Sublessee shall not remove any property whatsoever from the Premises without Authority's or GCAC's prior written consent.

XII. RIGHTS, WARRANTIES AND STANDARDS.

A. *Rights of Authority.*

(1) Authority, County, and GCAC reserve the right further to develop and improve any and all parts of the Authority Property, including but not limited to the landing area of all publicly-owned air navigation facilities, but excluding the Premises, as may be necessary or desirable from time to time in the discretion of Authority, County or GCAC, without the approval of Sublessee and without Sublessee's interference or hindrance.

(2) Authority, County, and GCAC reserve the right, but shall not be obligated to Sublessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all of Sublessee's activities in this regard.

(3) Authority reserves the right to take whatever action necessary to protect aerial approaches of the Airport against obstruction and reserves the right to prevent Sublessee from erecting or permitting to be erected any buildings or other structure on or near the Authority

Property which in the opinion of Authority or GCAC either would limit the usefulness of the Airport or constitute a hazard to aircraft.

(4) Authority reserves the right of entry and inspection found in Section X(F).

(5) Nothing in this Sublease shall in any way be construed as preventing, or in any manner inhibiting, the Authority from taking such steps as it may deem necessary to insure that the performance of Sublessee in the conduct of its business operation is compatible with the operation of the Airport by Authority.

(6) The rights of Authority hereunder shall be deemed cumulative and shall not be exhausted by one exercise thereof, and shall not exclude any other rights and remedies authorized by law, and no waiver by Authority of any defaults shall operate as a waiver of any future defaults.

(7) Authority or Authority's authorized agent shall have the right to establish easements, at no cost to Sublessee, upon the Premises for the purpose of providing utility services to, from, or across the Authority Property or for the construction of public facilities on the Authority Property. However, any such easements shall not unreasonably interfere with Sublessee's use of the Premises and Authority shall restore the property to its original condition upon the installation of any utility services on, in, over or under any such easement at the conclusion of such construction.

B. *Rights of Sublessee.*

(1) [Amend as necessary to describe access] Sublessee is hereby granted right of access to the Premises pursuant to Exhibit A attached hereto. Sublessee's access route to the Premises is clearly marked upon said Exhibit A. Accordingly, Sublessee may cross property under the control of Authority, County, and GCAC pursuant to this Sublease, as directed by GCAC, in order to access the Premises. Sublessee's right of access is subject to the restrictions and limitations contained in the Rules, as well as FAA Rules, including any and all amendments thereto, as enforced by GCAC. Additionally, GCAC reserves the right to alter the location of the right of access granted to Sublessee pursuant to this paragraph. Any such alteration of access shall not significantly alter, inhibit, or curtail convenient access by Sublessee or Sublessee's guests and employees. GCAC will provide Sublessee written notice of any alteration to the location of said right of access at least ten (10) days prior to the effective date of the alteration to the location of said right of access. In the event of an alteration that inhibits, or curtails convenient access by Sublessee or Sublessee's guests and employees to the Premises, Sublessee may petition GCAC in writing for an abatement of the Rent due hereunder, in an amount to be agreed upon by Sublessee and GCAC proportionate to the loss of use of the Premises incurred by Sublessee. If Sublessee and GCAC cannot agree on an amount of Rent to abate, they may jointly select an appraiser to determine the proper abatement. In the event that Sublessee and GCAC cannot agree on an appraiser, both parties may hire an appraiser and the two (2) selected appraisers shall choose a third appraiser. Each appraiser shall submit a recommendation as to the proper Rent abatement, with the average of the three (3) returned amounts being the amount of the Rent abatement, with such amount being limited by agreement of GCAC and Sublessee to no more than one (1) year of Rent.

(2) Sublessee shall have a right to use the common areas of the terminal designated as common areas on Exhibit A, if any, but such common areas are not a part of the Premises. Sublessee shall have no right greater than that of the general public to use, access or control those

areas of Authority Property shown on Exhibit A which are outside the boundaries of the Premises, and such areas are not a part of the Premises.

(3) Sublessee shall not have the right to levy fees or charges for any exercised right of utility or FAA easement by Authority or Authority's authorized agents.

(4) Sublessee, its employees, guests, patrons and invitees, shall have the reasonable use of the Airport in common with other duly authorized users of the Airport and its appurtenances, together with all facilities, improvements, equipment and services which have been or which may hereafter be provided for common or public use at or in connection with said Airport. Any use of the Airport by Sublessee outside of the Premises shall be in accordance with the fee schedules or other regulations, rules, and policies adopted by Authority with respect to the Airport or Authority Property.

(5) Sublessee shall have the right to install and operate identifying signs on the Premises, provided the location and general type and design thereof is approved by (i) GCAC, which approval shall not be unreasonably withheld, and (ii) any other governmental agency having jurisdiction over such matters.

(6) Sublessee shall be permitted hours of operation for the Premises at its discretion; however, such hours must conform to all applicable state and local laws, Rules, and FAA Rules.

(7) Sublessee shall have the right to mortgage the interest of Sublessee under this Sublease. The making of such a mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the leasehold estate hereby created, nor shall any mortgagee, as such, be deemed an assignee or transferee of this Sublease or of the leasehold estate hereby created so as to require such mortgagee to assume the performance of any of the covenants, agreements, duties, obligations, provisions, terms or conditions on the part of Sublessee to be performed, observed and kept hereunder, other than the payment of Rent, including any maintenance charges added to the Rent under Section X(F). Sublessee shall not cross-collateralize this property.

Any security deed, mortgage or other similar instrument securing a loan against the Premises shall be subject to the following conditions:

(a) Any improvements on the Premises shall, on termination of this Sublease, become the property of County, but Sublessee shall be entitled to full use and enjoyment of the Premises, subject to the terms of this Sublease. Sublessee shall pay to the lender all principal and interest which becomes due during the term of this Sublease and until any loan is satisfied. All indebtedness shall be paid in full by the expiration of this Sublease.

(b) No lender, by virtue of assignment, security deed, mortgage or other similar security instrument, shall acquire any greater or more extended rights in the Premises than Sublessee has under this Sublease, except as hereinafter provided.

(c) Sublessee may not assign any portion of this Sublease as collateral so long as any default exists hereunder. Sublessee shall notify Authority in writing of any such conveyance, transfer, or assignment. If any lender shall give Authority a written notice containing the name and post office address of such lender, Authority shall thereafter give to such lender a copy of each notice of termination that may be given by Authority to Sublessee.

(d) If the Authority elects to terminate this Sublease by reason of any default of Sublessee, the lender shall not only have and be subrogated to all rights of Sublessee with respect to curing such default, but shall also have the right to postpone and extend the specified date for the termination of this Sublease as fixed by the Authority in its notice of termination for a period not to exceed fifteen (15) days and shall have the right to cure any default and thereupon to prevent any cancellation of this Sublease by the Authority by reason of such default, provided that (1) the lender shall cure any default then existing and pay any delinquent rent; and (2) the lender will make a good faith effort to prevent future defaults on the part of the Sublessee or other persons in possession and obligated hereunder.

(e) Foreclosure by any lending institution shall not terminate this Sublease, and in the event of foreclosure, said lending institution shall have the right to assign this Sublease to a third party or parties, which is approved by the Authority in advance of such assignment, and which approval shall not be unreasonably withheld. The assignee of said lending institution shall be bound by all the terms and obligations of this Sublease and entitled to all benefits and the lending institution shall be released from all obligations under this Sublease. Any attempted assignment by the lending institution without the prior approval of Authority shall be null and void.

C. *Warranty of Authority to Sublessee.*

(1) Authority warrants that Sublessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Authority so long as Sublessee fully and punctually performs the terms and conditions imposed upon Sublessee under this Sublease. Authority covenants and warrants to Sublessee that Authority is the lessee under the Lease and entitled to occupy and sublet the Premises.

(2) Authority warrants that it is a duly organized legal entity and is in good standing under the laws of the state of Georgia and has all requisite power and authority to lease the Premises and to execute, deliver, and perform this Sublease. The performance of this Sublease has been duly authorized by all requisite action of the Authority and will not conflict with any rules, regulations, or bylaws of the Authority. This Sublease is a valid, binding, effective, and enforceable obligation of Authority.

(3) As of the date of the execution of this Sublease, Authority warrants that the Lease is unchanged and in full force and effect. Authority has not received any notice of default thereunder and, to the best of Authority's knowledge, no condition exists which, with the giving of notice or the passage of time or both, could result in a default under the Lease. Authority shall fully comply with all applicable provisions of the Lease and with the laws, rules, regulations, codes, and ordinances of governmental authorities having jurisdiction over the Premises and any improvements thereto. Authority shall not make or permit to be made any amendment to the Lease which would be materially detrimental to Sublessee's rights under this Sublease. The foregoing shall not prevent Authority from subleasing any portion of the Authority Property to a competitor of Sublessee.

(4) Authority warrants that there no litigation, condemnation, or other action is pending or threatened that could adversely affect Authority's leasehold interest in the Premises.

(5) Authority warrants that there is ingress and egress to the Premises from a public road.

D. *Service Standards of Sublessee.* [1 and 2 below are optional. Delete as appropriate.]

(1) *Complaints by Public.* In the event Sublessee receives (or GCAC receives and forwards to Sublessee) any written complaint concerning the operations of Sublessee at the Premises or the Authority Property, Sublessee shall promptly respond to such complaint in writing within thirty (30) days of its receipt. Without further notice or demand, Sublessee shall keep a copy of each such complaint and the written response of Sublessee for a period of one (1) year from the date of the complaint and shall make the complaint and the written response available to GCAC upon its request.

(2) *Directions.* Sublessee understands and agrees that its operation at the Airport may require Sublessee to give directions and assist the public generally.

(3) *Covenant Against Waste and Nuisance.* Sublessee covenants and agrees that it shall not use the Premises in any manner that will constitute waste, and that it shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of or as a result of its use of the Premises, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance or nuisance.

### XIII. RIGHT TO SUBLEASE.

A. Sublessee may sublease a portion of the Premises. Sublessee shall provide GCAC with the identity of any subtenant in writing at least fifteen (15) days prior to entering in to any such sublease.

B. Sublessee shall provide and maintain with GCAC a written list of all of Sublessee's subtenants. Sublessee shall require its subtenants to abide by the terms of this Sublease and shall promptly enforce its contractual rights in the event of a default by any subtenant to cure such default.

C. Sublessee is not released from any of its obligations to Authority under this Sublease by virtue of a sublease to any other party.

### XIV. RIGHT TO ASSIGN; OTHER TRANSFERS.

A. Sublessee, at the discretion of Authority, may be permitted to assign this Sublease with the prior written consent of Authority. Sublessee shall request in writing the consent of the Authority to any assignment of this Sublease. The writing of Sublessee requesting an assignment of this Sublease shall include all of the following information, which is reasonably available to Sublessee:

- (1) The name and contact information for the proposed assignee ("Assignee");
- (2) Financial ability of the proposed Assignee to fulfill all of its rights, powers, duties and obligations;
- (3) The reputation of the proposed Assignee;
- (4) Experience of the Assignee in the operation of its proposed business;
- (5) Identification of other facilities of the proposed Assignee; and

(6) The compatibility of the mission and goals of the proposed Assignee with the mission and goals of Authority and GCAC.

Authority shall consider these factors and the proposed Assignee and respond to Sublessee within a reasonable period of time, not to exceed sixty (60) days, after receiving Sublessee's complete written request.

B. Prior to approving any assignment of this Sublease, Authority shall have the right to require Sublessee to renovate and repair any improvements constructed upon the Premises to the satisfaction of Authority and GCAC. Any renovation or repair requested hereunder shall not be required to exceed the original standard of quality or function of the Premises, except as may be warranted by changes in applicable laws, Rules, or Environmental Laws, or as may be necessitated by a change in the use of the Premises. Included with the notice of its approval of any proposed Assignee, Authority shall give Sublessee written notice of any renovations and repairs that shall be required as a condition precedent to assigning this Sublease.

C. Upon completion of any required renovations and repairs to the Premises, and upon approval and the execution by the proposed Assignee of all documents required by Authority to satisfy Authority that the proposed Assignee shall properly assume all rights, powers, duties and responsibilities under the Sublease, Authority shall release Sublessee from its duties and obligations under this Sublease.

D. Any attempted assignment of this Sublease that does not comply with the provisions of this Section XIV shall be void and shall confer no rights upon any third party.

E. No assignment of less than the entire Sublease shall be permitted.

F. If Sublessee should assign this Sublease without Authority's approval, or if Sublessee should, mortgage, pledge, sell or in any manner transfer, convey or dispose of this Sublease or any interest therein or thereof whether voluntary, involuntary or by operation of law, such action shall not release Sublessee from its obligations under this Sublease. Sublessee shall only be released in the event of an assignment of the entire subleased Premises with the prior consent of Authority.

G. The merger of Sublessee with any other entity, the transfer, whether by sale or otherwise, of any controlling ownership interest in Sublessee or the assignment or transfer of a substantial portion of the assets of Sublessee, shall constitute a transfer ("Transfer"). Authority shall treat a Transfer as an attempted assignment. Any Transfer, without the prior written consent of Authority, shall result in a default under this Sublease.

## XV. GOVERNMENT ASSURANCES.

A. *Nondiscrimination.* Sublessee hereby agrees to comply with the following requirements:

(1) Sublessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person, on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person, on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that Sublessee shall

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

(2) In the event of breach of the nondiscrimination covenants contained herein, Authority shall have the right to terminate this Sublease and to re-enter and repossess said Premises and the permanent improvements thereon and hold the same as if said Sublease had never been entered in to or executed between Authority and Sublessee. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(3) Sublessee shall comply with and shall ensure that the following Non-Discrimination clause is inserted in all subcontracts, subleases, and other agreements at all tiers:

“The contractor/tenant/concessionaire/lessee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision or similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors for the bid solicitation period through the completion of the contract.”

B. *Subordination Assurances.*

(1) *Agreements.* This Sublease shall be subordinate to provisions of any existing or future agreement between Authority, County, GCAC, and the United States of America or any agency thereof relative to the operations or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Sublessee agrees to consent to any amendment or modification of this Sublease as may be required to obtain the grant of funds for the improvement of the Airport from the Federal Aviation Administration or its successor organization.

(2) *War or Emergency.* During time of war or national emergency, Authority shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Authority Property, including but not limited to the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

C. *Height Restrictions.* The Sublessee agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinbefore described

Premises to a height that conforms to Federal Aviation Regulations and FAA Flight Procedures which control obstruction heights for aircraft safety.

D. *Right of Flight.*

(1) Sublessee's rights granted by this Sublease shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or any other Authority Property.

(2) Authority hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft through the airspace over the surface of Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation and use of said airspace for landing, taking off and operating on or about Airport.

(3) Authority reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the real property hereinafter described to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards of the Federal Aviation Regulations and FAA Flight Procedures.

(4) Authority reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of said Premises which would constitute an airport hazard.

E. *Safety and Security.*

(1) Sublessee shall observe all security requirements of Federal Aviation Regulations, Transportation Security Administration and Airport Security Program, applicable parts, as the same may be from time-to-time amended, which will be furnished to Authority as approved by the Federal Aviation Administration and/or Transportation Security Administration, and to take such steps as may be necessary or directed by GCAC to ensure that sublessees, employees, invitees, and guests observe these requirements.

(2) If GCAC incurs any fines and/or penalties imposed by federal, state or other governmental agencies, any expense in enforcing the regulations of Federal Aviation Regulations, Transportation Security Administration and/or Airport Security Program, as a result of the acts or omissions of Sublessee, Sublessee agrees to pay and/or reimburse all such costs and expense. Sublessee further agrees to rectify any security deficiency as may be determined as such by GCAC or the Federal Aviation Administration. GCAC reserves the right to take whatever action necessary to rectify any security deficiency, in the event Sublessee fails to remedy the security deficiency. Any costs incurred by GCAC hereunder shall be added to the Rent due for the following month.

(3) Sublessee, its officers, agents and employees shall comply with all rules and regulations issued from time to time by GCAC in connection with the management and operation of the Authority Property.

F. *Remedies.*

(1) If Authority, County or GCAC is required to reasonably grant consent or approval, but does not do so, Sublessee's sole and exclusive remedy is to seek specific performance and in no event will Authority, County or GCAC be liable for any monetary damages. If Authority, GCAC or County fails to perform its duties or obligations hereunder, Authority, GCAC or County shall not be liable to Sublessee for any monetary damages including but not limited to consequential damages, incidental damages, special damages, lost revenues or lost profits, and the only remedy available to Sublessee shall be specific performance.

(2) All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

## XVI. DEFAULT AND BREACH.

A. *Events of Default.* Sublessee shall be in default of this Sublease whenever Sublessee fails to perform any duty, agreement or condition required by this Sublease including but not limited to, whenever:

(1) Sublessee fails in the due and punctual payment of Rent;

(2) Sublessee files a voluntary petition under the bankruptcy act or an involuntary petition under such act is filed against Sublessee, and Sublessee after full hearing is adjudged to be bankrupt, insolvent, or unable to pay its debts as they mature;

(3) Sublessee makes an assignment for the benefit of its creditors;

(4) A trustee or receiver, after full hearing, is appointed or retained to take charge of and manage any substantial part of the assets of Sublessee;

(5) Any execution of attachment shall issue against Sublessee whereupon any part either of Premises or of Sublessee's interest therein shall be taken or an attempt is made to take the same in contemplation of a judicial sale thereunder;

(6) Sublessee abandons Premises. Abandonment shall occur whenever Sublessee, its officers, employees and agents all shall be and remain absent from Premises for thirty (30) days without notice to Authority of such absence and any monthly installment of Rent shall be and remain due and unpaid during such period of absence. At the expiration of such thirty (30) day period, Authority shall have the option to issue a termination notice as provided in Section XVII of this Sublease, which shall take effect immediately on issuance thereof without providing a thirty (30) day period within which to cure this default. Such notice shall specify the termination date;

(7) Sublessee fails to construct and complete new construction on the Premises as provided on the plans and specifications set forth on Exhibit B;

(8) Sublessee fails to repair the improvements upon the subleased Premises within a reasonable time after being given notice pursuant to Section X(A)(3);

(9) Sublessee encumbers any part of Premises by a mechanics lien or other similar lien shall and does not discharge such lien as provided in Section V(E)(2)-(3).

B. *Response to Default.* Sublessee's default in performance of required duties, agreements, and conditions, shall constitute a breach of this Sublease. In the event of Sublessee's breach, Authority or GCAC on behalf of County may (1) impose an immediately payable fine in accordance with the rules and regulations of the Authority Property, which are found in Chapter 2 of the County Ordinance and applicable to all tenants; and/or (2) terminate this Sublease in the manner provided in Section XVII. Authority or GCAC on behalf of County may take any combination of the listed actions upon Sublessee's default or any time thereafter while Sublessee continues in default.

C. *Waiver.* Any waiver by Authority or GCAC of any breach of this Sublease neither shall be construed as a continuing waiver nor as a waiver of a subsequent breach, and in no event shall imply further indulgence.

D. *Costs.* In the event of any default or breach by Sublessee, Authority shall be entitled to all costs incurred as a result of such default or breach, including reasonable attorney fees incurred as a result of Authority exercising any of its remedies under law or equity as a result of the default or breach.

E. *Reletting.* If any one or more of the events of default specified in Section XVI herein shall occur then, and in such event, in lieu of terminating this Sublease and upon notice to Sublessee, the Authority may reenter and take possession of the Premises and may (but shall be under no obligation to Sublessee to do so) operate the same or re-let the same or any part thereof, in the name of Sublessee or the Authority or otherwise, for such term or terms and on such conditions and for such uses as the Authority in its sole discretion may determine, and may collect and receive all revenues and rents received therefrom and apply the same, after deduction of all of the appropriate expenses, to the payment of Rent hereunder, Sublessee remaining liable for any deficiency. The Authority shall not be responsible or liable for any failure to so operate or re-let the Premises or any part thereof, or for any failure to collect any rent due upon any such re-letting.

XVII. TERMINATION.

A. *Rights upon Termination.* Termination of this Sublease shall constitute immediate, unconditional cessation of Sublessee's rights, title and interest in use and occupancy of Premises. Authority or GCAC shall have immediate, unconditional right to reenter Premises upon termination.

B. *Date of Termination.*

(1) This Sublease shall terminate automatically at the expiration of its term as specified in Sections II and III of this Sublease.

(2) This Sublease shall terminate immediately upon fulfillment of Section IX(D)(1) of this Sublease by the Sublessee, provided the Authority fulfills the conditions of notification required by Section IX of this Sublease.

(3) This Sublease shall terminate immediately after Authority or GCAC exercises its option to terminate provided in Section XVI(A)(6) of this Sublease.

(4) This Sublease shall terminate for nonpayment of Rent, provided Authority or GCAC serves Sublessee written notice of termination specifying that Sublessee shall have fifteen (15) days from receipt thereof to pay all past due Rent, and stating that this Sublease otherwise shall terminate, and a lawsuit shall be commenced to eject Sublessee from Premises.

(5) This Sublease shall terminate upon Sublessee's default and breach other than for nonpayment of rent, provided Authority or GCAC serves Sublessee written notice of termination and stating that absent such cure, this Sublease shall terminate automatically on the date specified, and a lawsuit shall be commenced to eject Sublessee from Premises. As to any non-monetary defaults, Sublessee shall have thirty (30) days, unless otherwise specified in this Sublease, after written notice is given by Authority specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure such non-monetary default Sublessee is unable to do so within the thirty (30) day period, then the curing period shall be extended for such reasonable time as required for curing such default, so long as Sublessee continues to diligently prosecute to completion the curing of the default.

(6) This Sublease shall terminate immediately upon written agreement of both Authority and Sublessee.

C. *Notice of Termination.* All notices of termination shall set forth the exact date this Sublease terminates, the reasons for such termination, the Sublease provision authorizing such termination, and the amount of time Sublessee has to cure any default.

D. *Surrender of Possession.*

(1) Upon termination, Sublessee shall peacefully and promptly surrender the Premises to Authority in good condition and repair, ordinary wear and tear excepted.

(2) Sublessee shall pay Authority all past due Rent and other charges owed pursuant to this Sublease prior to its termination. Authority on behalf of County shall retain the right to recover from Sublessee all amounts due and unpaid prior to the termination of this Sublease and pursue any other remedies necessary to enforce its rights under this Sublease.

(3) Waiver.

(a) Should Authority allow Sublessee to remain in possession of the Premises after termination, such acts shall not constitute a renewal of this Sublease, and Sublessee shall acquire no rights by such holding over except those of a tenant at will.

(b) No payment of money or other consideration by Sublessee to Authority after termination of this Sublease shall reinstate, continue or extend the terms of this Sublease.

## XVIII. MISCELLANEOUS.

A. *Serving Notice.* All notices and other written documents required or desired to be issued under this Sublease shall be served and delivered for all purposes:

(1) Upon Authority if a copy thereof is delivered in person to the Executive Director of GCAC or is mailed by certified or registered mail, postage prepaid, addressed to GCAC at the public office of its Executive Director at 295 Aviation Parkway Suite 205, Brunswick, Georgia 31525, or at such other place as Authority may designate in writing to Sublessee.

(2) Upon Sublessee if a copy thereof is delivered in person to Sublessee or any of its executive officers or is mailed by certified or registered mail, postage prepaid, addressed to

Sublessee at [Sublessee's address] or such other place as Sublessee may designate in writing to Authority or GCAC.

All notices sent by certified or registered mail shall be deemed delivered as of the day following the date they are mailed.

B. *Construction of Sublease.* This Sublease may be executed in two or more counterparts, each of which, when combined with the other(s) shall be deemed an original.

C. *Severability.* If a provision hereof shall be declared void or illegal by any court or administrative agency having final jurisdiction, the entire Sublease shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

D. *Binding Nature.* This Sublease and all covenants and agreements herein shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, their successors or assigns, their heirs, executors, or administrators, and/or any grantee of the parties.

E. *Entire Agreement and Amendment.* The Sublease constitutes the entire agreement of the parties. This Sublease may be amended, but any amendment must be in writing and signed by all parties.

F. *Gender.* All personal pronouns used in this Sublease, whether used in the masculine, feminine or neuter gender, shall include all genders; the singular shall include the plural; and the plural shall include the singular.

G. *Sublease Approval.* This Sublease shall automatically become effective pursuant to Section Twenty of the aforesaid Lease between County and Authority, dated October 11, 1988, as amended, unless County gives written notice of its disapproval to Authority and Sublessee within thirty (30) days of Authority's request that County recognize this Sublease.

H. *Consent or Approval.* Whenever this Sublease provides Authority, County or GCAC may or must give its consent or approval or execute supplemental agreements, exhibits or schedules, or participate in discussions or negotiations, or oversee or carry out the terms of this Sublease, Authority, County or GCAC shall not withhold or refuse to give such approval or consent or refuse to execute such supplemental agreements, exhibits or schedules arbitrarily, unnecessarily or unreasonably. Authority, County and GCAC shall not act arbitrarily or capaciously, and shall lawfully carry out the duties and rights imposed and conferred by this Sublease in dealings with tenants at the Authority Property. Likewise, whenever this Sublease provides that Sublessee may or must give its consent or approval or execute supplemental agreements, exhibits or schedules, or participate in discussions or negotiations, or carry out the terms of this Sublease, Sublessee shall not withhold or refuse to give such approval or consent or refuse to execute such supplemental agreements, exhibits or schedules arbitrarily, unnecessarily or unreasonably. At all times, Sublessee shall act reasonably and fairly, and shall lawfully carry out the duties and rights imposed and conferred by this Sublease.

I. *No Exclusive Use.* It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

J. *Governing Law and Venue.* This Sublease shall be construed and enforced in accordance with the laws of the State of Georgia and venue for all matters shall lie in Glynn County, Georgia.

K. *Eminent Domain.* If the whole or more than fifteen percent (15%) of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Sublease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the Rent reserved hereunder shall be apportioned and paid up to that date. Such termination, however, shall be without prejudice to the rights of either Authority or Sublessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Authority nor Sublessee shall have any rights in any award made to the other by any condemnation authority.

IN WITNESS WHEREOF, each of the respective parties hereto (and in the case of a corporation, limited liability company or partnership, by and through their duly authorized officers) has caused these presents to be duly signed, sealed and delivered as of the dates set forth below, but effective as of the Effective Date first above written.

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires

(Notary Seal)

AUTHORITY:  
BRUNSWICK AND GLYNN COUNTY,  
DEVELOPMENT AUTHORITY

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

Attest: By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Authority Seal)

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires

(Notary Seal)

SUBLESSEE  
[Sublessee entity name]

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

Attest: By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Corporate Seal)