MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: September 8, 2026

RE: **Lease Agreement with Globe Aero, LLC**

Attached for your consideration is a proposed Lease Agreement with Globe Aero, LLC, for 1,526 square feet of office space and 6,000 square feet of hangar space at "Airside Center", which is located on the south side of Lakeland Linder International Airport (Airport)**.** Globe Aero, LLC has been a tenant at the Airport since 2012 and has occupied this same space under a Lease Agreement that expired on April 30, 2026, with no remaining options to extend. Globe Aero, LLC is now requesting a new Lease Agreement to continue leasing the same premises.

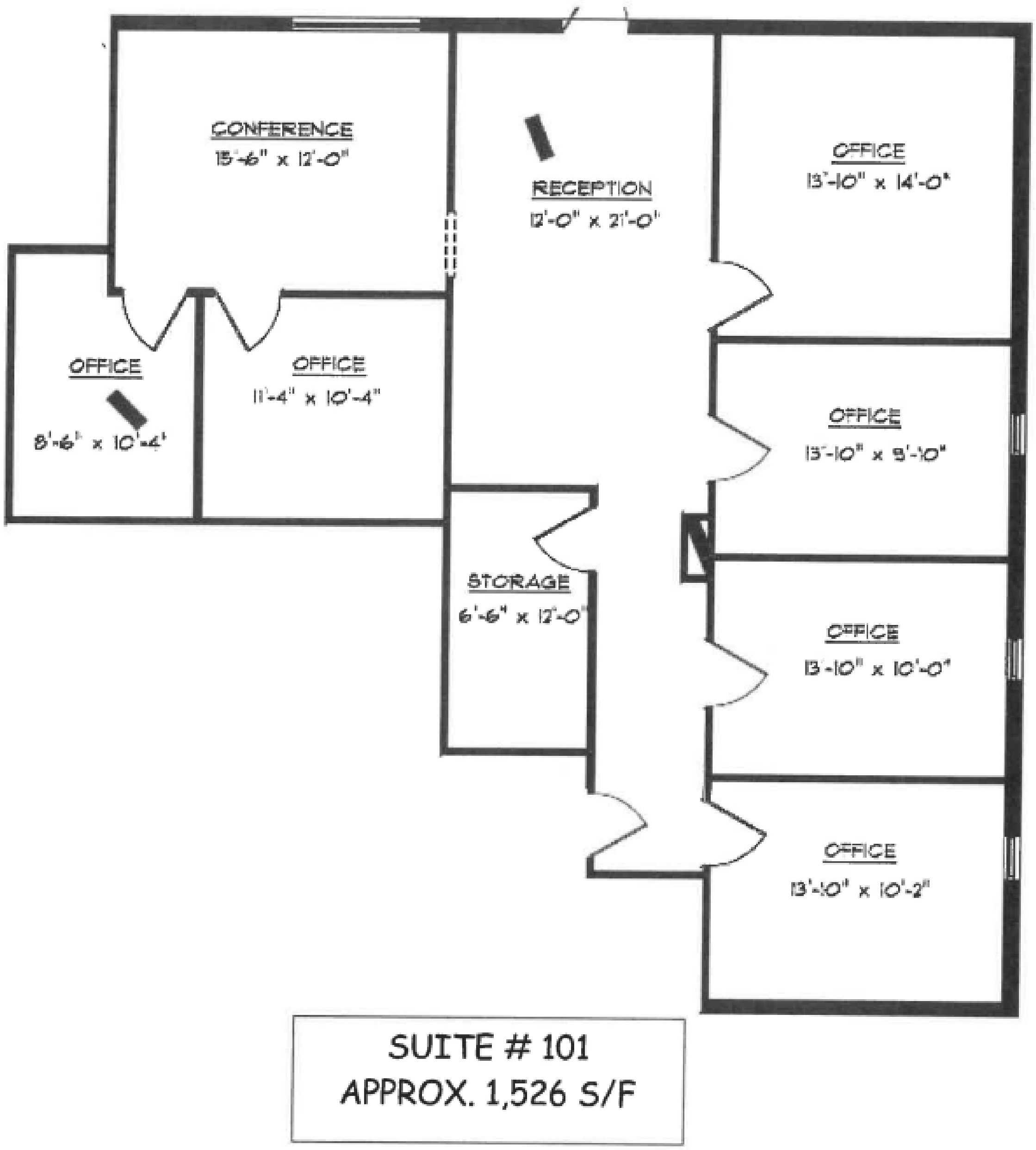
The initial term of the Lease will be for a period of ten (10) years, with a retroactive effective date of August 1, 2026, subject to City Commission approval. The Lease also includes two (2) additional two (2) year renewal options upon mutual written agreement of the parties. Commencing August 1, 2026, and continuing through July 31, 2028, the monthly base rent for the premises will be $4,477.56 or $53,730.72 per year, which represents a blended rate for the office and hangar space (approximately $14.49 per square foot for office space and $5.27 per square foot for hangar space). Commencing August 1, 2028, and continuing through July 31, 2029, the monthly base rent for the premises will increase to $4,940.81 or $59,289.67 per year. Thereafter, base rent will be subject to an annual increase of 2.5% for the remaining initial term of the Lease and any subsequent options of renewal that are exercised by the parties, which is consistent with other similar leases in this area of the Airport. In addition to base rent, Globe Aero, LLC will be responsible for any applicable taxes.

The Airport will be responsible for paying all utilities for the leased premises, including electric, water, wastewater, stormwater, refuse collection, and heating/air conditioning. However, the Airport reserves the right to negotiate an increase in base rent annually at the commencement of each two (2) year renewal period should utility costs exceed the currently allotted $2.00 per square foot.

It is recommended that the City Commission approve this Lease Agreement with Globe Aero, LLC and authorize the appropriate City officials to finalize and execute all corresponding documents consistent with the above-specified terms.

Attachments

MAP OF PREMISES



MAP OF PREMISES

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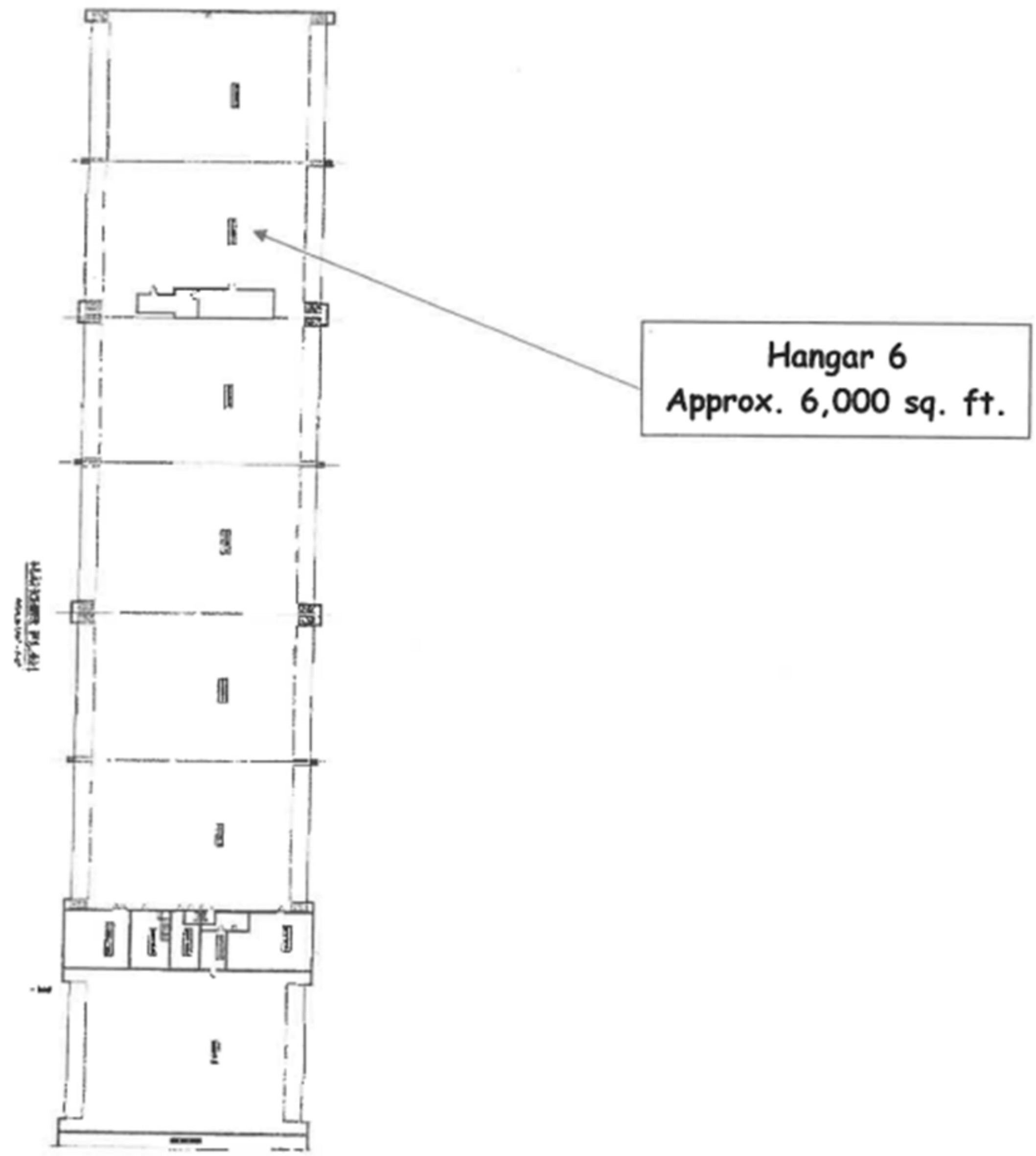


LEASE AGREEMENT

THIS AGREEMENT made this 8th day of September 2026, by and between the **City of Lakeland**, a Florida municipal corporation (hereinafter referred to as the "Lessor"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 on behalf of its municipal airport, Lakeland Linder International Airport, and **Globe Aero, LLC.** (hereinafter referred to as "Lessee"), whose address is 3131 Flightline Drive, Suite 101, Lakeland, Florida 33811, collectively referred to as "Parties".

W I T N E S S E T H:

The parties hereto do hereby mutually covenant, agree and promise as follows:

SECTION 1

1.1 The Lessor, for and in consideration of the mutual promises, agreements, and covenants herein contained, does hereby lease, let, and rent unto the Lessee for an initial term of ten (10) years commencing on August 1, 2026, (the **"Effective Date"**) and terminating on July 31, 2036 ("Initial Term"), with two (2) additional two (2) year options of renewal upon mutual written agreement of the Parties, a portion of the building located as the "Airside Center", owned and controlled by the Lessor (hereinafter referred to as the **"Premises"**), located in and comprising a part of the Lakeland Linder International Airport (hereinafter referred to as the **"Airport"**), as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof. The Premises consist of approximately one thousand five hundred twenty-six (1,526) square feet of office space and six thousand (6,000) square feet of hangar space, located at 3131 Flightline Drive, "Airside Center".

SECTION 2

2.1 The Lessee shall pay to the Lessor as Base Rent for the Premises monthly installments, commencing on August 1, 2026, and continuing through July 31, 2028, in the amount of Four Thousand Four Hundred Seventy-Seven Dollars and 56/100 ($4,477.56). Commencing August 1, 2028, and continuing through July 31, 2029, the Base Rent for the Premises shall be paid in monthly installments in the amount of Four Thousand Nine Hundred Forty Dollars and 81/100. Commencing August 1, 2029, the Base Rent shall be subject to an annual increase of two- and one-half percent (2.5%) for the remaining Initial Term and any subsequent options of renewal.

YEAR	PERIOD	ANNUAL RATE	MONTHLY RATE
Initial Term			
1	August 1, 2026 - July 31, 2027	$53,730.72	$4,477.56
2	August 1, 2027 - July 31, 2028	$53,730.72	$4,477.56
3	August1, 2028 - July 31, 2029	$59,289.67	$4,940.81
4	August 1, 2029 - July 31, 2030	$60,771.91	$5,064.33
5	August 1, 2030 - July 31, 2031	$62,291.21	$5,190.93
6	August 1, 2031 - July 31, 2032	$63,848.49	$5,320.71
7	August 1, 2032 - July 31, 2033	$65,444.70	$5,453.73
8	August 1, 2033 - July 31, 2034	$67,080.82	$5,590.07
9	August 1, 2034 - July 31, 2035	$68,757.84	$5,729.82
10	August1, 2035 - July 31, 2036	$70,476.79	$5,873.07
First Two-Year Renewal Option			
1	August 1, 2036 - July 31, 2037	$72,238.71	$6,019.89
2	August 1, 2037 - July 31, 2038	$74,044.68	$6,170.39
Second Two-Year Renewal Option			
1	August 1, 2038 - July 31, 2039	$75,895.80	$6,324.65
2	August 1, 2039 - July 31, 2040	$77,793.20	$6,482.77

Each monthly rental installment shall be paid, together with sales taxes, pass through expenses, and all other applicable taxes and charges, in advance on or before the first day of each month. Late installments of rent, which shall be any installment received more than fifteen (15) days after the due date, shall bear a late payment charge of five percent (5%) per month of the late installment for any month or any portion of any month until paid.

2.2 Lessor is responsible for directly paying for all utilities for the leased Premises which shall include electric, water, wastewater services, storm water, refuse collection, and heating/air conditioning for the Leased Premises. Accordingly, Lessor reserves the right to negotiate an increase in Base Rent annually at the commencement of each two (2) year renewal period should utility costs exceed the currently allotted $2.00 per square foot.

2.3 The Leased Premises may be subject to ad valorem property tax pursuant to the policy of the Polk County Tax Collector's Office ("Tax Collector"). The Lessee shall pay to Lessor any ad valorem taxes or other applicable taxes that may be assessed. The Lessor shall provide proof of the assessment as soon as is practical following receipt of the tax bill which shall then be payable by the Lessee on the date the next rental payment would be due. Subsequent to any such initial assessment, Lessor reserves the right to provide for periodic payments of the tax required by the Tax Collector. Lessor will pass through to the Lessee any ad valorem or other taxes or any other governmental charges or special assessments levied after the Effective Date pertaining to the Leased Premises.

2.4 Any improvements made by Lessee to the Premises shall become the property of Lessor upon termination of the Lease. All plans related to the improvements specified herein shall be approved by Lessor, in writing, prior to Lessee's commencement of any work, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing contained herein shall serve to limit or condition Lessee's right to remove any furniture, removable fixtures, or equipment it uses in or about the Premises.

2.5 Upon mutual written agreement of the parties, the Lease may be renewed for two (2) additional two (2) year periods upon the same terms and conditions, subject to an adjustment in monthly Base Rent, which shall increase by two- and one-half percent (2.5%) annually at the commencement of each one (1) year period.

2.6 In accordance with Florida Statute §787.06(14), Lessee shall execute a Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, attesting under penalty of perjury that Lessee does not use coercion for labor or services.

SECTION 3

In the event Lessee remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a renewal term or new lease, Lessee, shall be deemed to be occupying the Leased Premises on a month-to-month basis at twice the monthly rental as paid for the last month under the expiring term of the Lease. If both Parties are negotiating in good faith to finalize a renewal of the Lease or new Lease Agreement, then the Airport Director may elect to continue to charge the prevailing Lease rates for up to sixty (60) days while both parties negotiate the terms of such a Lease. Thereafter, such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

SECTION 4

Lessor shall have the right to install all navigation aids at the Airport as may be identified on the Airport Layout Plan. Lessor may furnish portions of the Airport to the Federal Government in connection with air traffic control or air navigation facilities. No structure, sign, appurtenance, projection, or modification shall be installed or kept in place by Lessee on the Premises without the prior written approval from the Lessor and any applicable federal, state, county, or other governmental agency.

SECTION 5

5.1 The Premises, and any improvements thereon, whether in existence or constructed in the future pursuant to the terms and conditions contained herein, shall be used for aeronautical use, including aviation maintenance and storage, for purposes of this Lease Agreement, and directly related uses, provided such use is permitted by and in accordance with the Airport Minimum Standards, the Airport Layout Plan and Master Plan, and the Airport Rules and Regulations, each as may be amended from time to time. The Premises shall not be used for purposes which may interfere with the operation of aircraft at, from or to the Airport, including without limitation uses that create excessive light, glare, noise, dust, fumes or electromagnetic interference; uses that interfere with air traffic control line-of-sight visibility; uses that create wildlife attractants; uses that otherwise are detrimental to aviation, the Airport facility, other tenants, or the City of Lakeland. Any change in use shall require written approval by the Airport Director. For purposes of this Lease, "aeronautical use" shall have the same meaning as used by the Federal Aviation Administration ("FAA") in the Policy on Non-Aeronautical Use of Hangars, 81 Fed. Reg. 38906 (June 15, 2016).

5.2 There shall be no aircraft fueling inside the hangar. However, the Lessee shall have the right to self-service aircraft that it owns or operates, including maintenance and repair, on the Premises, provided all aeronautical activities are performed in full compliance with the Airport Rules and Regulations, as the same may be amended from time to time.

5.3 No boats, trailers or recreational vehicles may be stored on the Premises. The Airport Director may grant a temporary waiver from this prohibition upon determining that a waiver serves the best interest of the Airport and the public, and upon determining that the proposed temporary storage will not interfere with the aeronautical use of the Premises. In the event such a temporary waiver is granted, the Airport Director shall prescribe the areas of the Premises that may be used for storage, which areas shall be identified so as to maintain an attractive and orderly appearance.

5.4 Automobile parking shall be authorized only in those areas designed for the parking of automobiles and shall not be on ramps, taxiways or other areas where aircraft may travel.

5.5 Lessee shall not use the Premises for any other non-aeronautical use, including without limitation any residential use.

5.6 Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures and objects of natural growth determined by the Federal Aviation Administration to constitute an obstruction or hazard pursuant to 14 C.F.R. Part 77, as the same may be amended from time to time.

5.7 Environmental Matters. It is the intention of the parties that Lessor shall be responsible for reporting, containing and cleaning up the release or spill of any hazardous substance or material, including any petroleum product discovered on or emanating from the Premises prior to Lessee occupying said space. Lessee shall be responsible for reporting, containing and cleaning up the release or spill of any hazardous substance or material, including any petroleum product, discovered on or emanating from the Premises on or after the Effective Date of this Lease only if such release or spill is directly attributable to Lessee's activities on the Premises during the term of this Lease.

5.8 To the extent permitted by law and subject to the monetary limitations contained in § 768.28 Florida Statute, the Lessor shall pay, defend, indemnify and save harmless the Lessee, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, including attorneys' fees and costs arising out of any government action or environmental claim brought by a Federal, State or Local agency requiring the remediation of environmental contamination to the extent that any such claims, fines and/or penalties imposed are proven by Lessee to have existed prior to the Effective Date of this Lease, caused by a third party or originated from causes otherwise not attributed to Lessee's activities.

5.9 Pursuant to Florida Statute §403.4115 and in order for Lessor to comply with state reporting requirements, the Lessee shall provide Lessor with written notice of the presence of any aircraft located on its leased Premises that is equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of the state when such emissions occur for the express purpose of affecting temperature, weather, climate or the intensity of sunlight. Any such notice shall be required during the term of the Lease, including any renewals thereof.

SECTION 6

The Lessee may not sublet or assign, including corporate mergers and acquisitions, all or any portion of the Premises without the prior written approval of the Lessor. In reviewing a request by the Lessee to sublet or assign all or any portion of the Leased Premises, the Lessor will consider, *inter alia*, the permitted and intended uses of the Leased Premises and the factors used to establish the rent and other fees under Section 2 of this Lease. If the Lessor approves the sublease or assignment of any portion of the Leased Premises, the Lessee shall remain liable for any and all obligations under this Lease, unless the Lessor determines in writing on the basis of evidence presented that the sub-lessee or assignee has the requisite financial capacity, resources and business plan to satisfy any and all obligations hereunder. The requirement to obtain the Lessor's approval applies, without limitation, to any assignment or sublease to or by a trustee or receiver in federal or state bankruptcy, receivership or other insolvency proceeding; and the sale, assignment or transfer of all or substantially all of the Lessee's assets. Use of the Premises by any sub-lessee shall be restricted to the uses as defined in Section 5 of this Lease.

SECTION 7

7.1 Lessee shall pay, defend, indemnify and save harmless the Lessor, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the Lessor, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the negligence of the Lessee, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations necessary relating to the occupancy, maintenance, repair or improvement by the Lessee of the Premises.

7.2 The Lessee shall defend, indemnify and save harmless the Lessor, its agents, guests, invitees or employees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county or city law, by-law, ordinance, or regulation by such Lessee, its agents, guests, invitees, servants or employees.

7.3 The Lessee covenants and agrees to comply with all provisions of the Insurance Requirements, attached hereto as **Exhibit "B"** and incorporated by reference herein. The amounts of insurance coverage set forth in **Exhibit "B"** are set in accordance with the Lessee's use of the Premises as defined in Section 5 herein. In the event of any change, alteration of expansion of the use of the Premises, the minimum limits of such coverage shall be subject to reasonable adjustments as determined by the Lessor so as to reflect any increase in risk or exposure.

Each policy required under this Lease shall name the Lessor, City of Lakeland, as an additional insured and carry a provision that it will not be canceled without thirty (30) days prior written notice to the Lessor. The Lessee shall provide a certificate to Lessor showing the insurance to be in effect.

7.4 If at any time during the term of this Lease the Premises and its related facilities (including the parking area, or any portion thereof) should be damaged or destroyed by any casualty, Lessor at its sole discretion may elect not to rebuild. If Lessor makes this determination, the Lease shall be terminated as of the date of such casualty. Should Lessor decide to rebuild, then Lessor shall forthwith remove resulting debris, and repair or rebuild the damaged or destroyed structures or other improvements to the condition in which such structures and improvements existed prior to such casualty and return such structures and improvements to working order, whether or not any insurance proceeds shall be awarded to Lessor as a result of such damage or destruction.

7.5 To the extent that any loss or damage is covered by insurance maintained by either Lessor or Lessee, each party hereby waives any right of subrogation against the other for such insured losses to the extent specifically set forth in this Section. Such mutual waiver of subrogation shall only apply to losses arising out of or connected with Lessee's operations, use, or occupancy of the Premises. Lessor's waiver of subrogation shall not apply to, and Lessee shall remain fully liable for any losses arising from or relating to, the acts, omissions, negligence or misconduct of the Lessee or its employees, agents, invitees, or contractors. Lessee's waiver of subrogation shall not apply to, and Lessor shall remain liable for any losses arising from or relating to the acts, omission, negligence or misconduct of the Lessor or its employees, agents, invitees, or contractors. Lessee's waiver of subrogation shall not apply to losses originating from neighboring tenant spaces or shared, common or building-wide systems, equipment or areas exclusively controlled or maintained by the Lessor. Each party agrees to obtain from its insurers any endorsements necessary to effectuate this waiver of subrogation, provided such endorsements are commercially available without additional costs or at a reasonable cost. Nothing in this Section shall be construed to limit Lessee's indemnity obligations or other liability pursuant to this Lease.

7.6 Nothing in this Agreement shall be construed to alter, waive, or otherwise expand the sovereign immunity limits applicable to the Lessor, "City of Lakeland" under Florida law.

SECTION 8

The Lessor reserves the right for the Airport Director, or duly authorized representative, to enter the leased Premises during normal business hours for the purpose of performing such inspections considered necessary by the Director, including without limitation compliance with the terms of this Lease, the Airport Minimum Standards and the Airport Rules and Regulations, and Lessee does hereby consent to such entry and waive any right to require a warranty for such inspection, provided that such entry and inspections shall not interfere with the Lessee's operations or the conduct of its business. The Lessee, after written notice, shall promptly correct any condition which is a hazard to life or property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials, in, on or about the Premises that do not meet the Airport Minimum Standards, Rules and Regulations or other standards/compliance requirements required by any governmental agency with jurisdiction or for reasons of safety.

SECTION 9

9.1 The Lessee and Lessor shall maintain the leased Premises in a good state of repair and condition at all times. The maintenance responsibilities for the Lessee and Lessor are more particularly described in **Exhibit "C".**

9.2 The Lessee shall, at its expense, maintain the Premises, including any structures thereon, in a neat and orderly condition at all times. Lessee shall be responsible for the neatness and orderliness of the Premises, removal of trash and garbage arising out of the Lessee's occupancy.

9.3 Lessee shall not have authority to make any modifications or alterations to Premises without prior written consent of the Airport Director. The primary consideration in the approval process shall be the best interest of the Airport and the public. However, Lessee's request for any such modifications or alterations shall not be unreasonably withheld or denied.

9.4 Lessee shall be responsible for ordinary maintenance and repair of all concrete areas within the Premises. Lessee shall be responsible for repairs caused by fuel spills or other causes related to the operation of the Lessee or customers or invitees of the Lessee and must notify Lessor, in writing in the event any spills occur.

SECTION 10

Should the Lessee default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, the Lessor may, at its option, if such default continues after giving the Lessee fifteen (15) days written notice in the case of a default in the payment of the rent and thirty (30) days' notice in the case of any other default, declare all future payments hereunder immediately due and payable. Lessor shall have a lien upon any and all buildings and other property of the Lessee located upon the Premises at the time of default for any amount due the Lessor by the Lessee. In addition, Lessor reserves the right to prevent access to the Airport by inactivating badge or security access due to non-payment. If Lessee's default requires for its cure a period longer than that allocated in this Section, Lessee shall not be in default if, in the Lessor's sole opinion, the Lessee proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

SECTION 11

Upon the occurrence of an event of default, as set forth in Section 10, Lessor may at is option exercise any one or more of the following remedies:

(a) The Lessor may terminate this Lease by giving to the Lessee written notice of Lessor's intention to do so, in which event the term of this Lease shall end and all right, title and interest of the Lessee hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate; or

(b) The Lessor may terminate the right of the Lessee to possession of the Premises or any portion thereof by giving written notice to the Lessee that the Lessee's right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate the right of possession; or

(c) The Lessor may enforce the provisions of this Lease and may enforce and protect the right of the Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(d) If the Lessor exercises either of the remedies provided for in sub-paragraphs (a) or (b), the Lessor may then or at any time re-enter the Premises in accordance with Florida law.

(e) If the Lessor terminates the Lessee's right of possession pursuant to sub-paragraph (b), the Lessor may re-enter the Premises or any portion thereof and take possession of all or any portion of the real property, may move any portion of the Lessee's property thereon which the Lessor elects so to do, and may sub-let or re-let the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and the Lessor may collect the rents from re-letting or sub-letting and apply same, first to the payment of the rents payable hereunder and in the event that the proceeds from such re-letting or sub-letting are not sufficient to pay in full the foregoing, the Lessee shall remain and be liable therefore. The Lessee promises and agrees to pay the amount of any such deficiency and the Lessor may at any time sue and recover judgment for any such deficiency or deficiencies.

SECTION 12

No remedy herein conferred upon or reserved by the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and so often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 13

13.1 This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Lessor acquired the property known as the Lakeland Linder International Airport from the United States of America, insofar as such covenants and restrictions remain in effect, such deeds being identified as follows:

(a) Quitclaim Deed and Surrender of Lease dated September 26, 1947, between the United States of America and City of Lakeland, recorded in Deed Book 816, page 571, Public Records of Polk County, Florida; and

(b) Supplemental Quitclaim Deed dated April 20, 1948, between the United States of America and the City of Lakeland, recorded in Deed Book 832, page 311, Public Records of Polk County, Florida;

except however, any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument, including but not limited to the release of the "National Emergency Use Provisions" by the Deed of Release dated December 17, 1959, recorded in Official Records Book 389, page 338, current public records of Polk County, Florida, and the extinguishment of the restrictions on use for industrial or manufacturing purposes by the Act of Congress on July 30, 1947 (61 Stat. 678).

13.2 This Lease shall be subordinate to the provisions of any existing or future agreement, including any grant assurances restricting the use and/or sale of Airport property, entered into between the Lessor and the United States of America for the improvement or operation and 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.

13.3 Should the Federal Aviation Administration issue an order determining that any provision herein is inconsistent with any covenant or restriction of the deeds under which the Lessor acquired the Airport, or the provisions of any existing or future agreement entered into between the Lessor and United States of America, the parties shall amend this Lease as necessary to resolve the inconsistency.

13.4 This Lease and all the provisions hereof shall be subject to whatever right the Government of the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and reacquisition of the Airport or the exclusive or nonexclusive use of the Airport by the United States of America during the time of war or national emergency.

SECTION 14

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that nothing herein shall be understood to confer an exclusive right upon the Lessee to conduct any aeronautical activity at the Airport in violation of 49 U.S.C. Section 40103(e) or 49 U.S.C. Section 47107(a)(4).

SECTION 15

15.1 The Lessee, its personal representatives, 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 grounds of race, color, creed, sex or national original shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities.

(b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the Lessee 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, entitled *Nondiscrimination in Federally Assisted Programs of the Department of Transportation* - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

15.2 In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess the leased land and the facilities thereon and hold the same as if the Lease had never been made or issued. This provision shall be subject to the procedures of Title 49, Code of Federal Regulations, Part 21, including exercise or expiration of appeal rights.

15.3 Lessee shall furnish the aeronautical services permitted hereunder on a reasonable, and not unjustly discriminatory, basis to all users of the Airport. Lessee shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

SECTION 16

The Lessor reserves the right to take whatever actions necessary for the operation, safety, maintenance, and improvement of the Airport and its appurtenances, without interference or hindrance, with appropriate consideration for the continuity and profitability of the Lessee's operations and the payment of the obligations to the Lessor herein.

SECTION 17

The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased land, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace for landing on, taking off from or operating on the Airport.

SECTION 18

The Lessee, its officers, employees, guests, invitees and suppliers of materials and services, shall have the right of ingress and egress over public right-of-way to the Premises for the purpose of permitting Lessee to enjoy the rights, uses, and privileges granted by the Lessor.

SECTION 19

19.1 The Lessee specifically covenants and agrees to observe and obey all lawful rules and regulations which have been or may be adopted and promulgated by the Lessor for operation at the Airport, including without limitation the Airport Rules and Regulations, as the same may be amended from time to time. The Lessee shall conduct and operate its activities in accordance with any applicable federal, state and local laws, ordinances, regulations, directives, orders, and judicial decisions. The Lessee specifically shall comply with all applicable federal, state and local statutes, regulations and ordinances on the subject of environmental protection, including without limitation all Environmental Protection Agency regulations, guidelines and permitting requirements associated with Lessee's business operations performed on the Premises.

19.2 Lessee specifically covenants and agrees to observe and obey all applicable federal laws on the subject of airport and aviation security, all applicable regulations and directives issued by the Transportation Security Administration, and all ordinances and rules issued by Lessor related to security, including without limitation, rules issued in furtherance of the Lessor's security program. Lessee further covenants and agrees to alter and improve the Premises as required to comply with any such law, regulation, directive, ordinance or rule.

SECTION 20

20.1 The Lessor hereby designates the Director of the Lakeland Linder International Airport as its official representative with the full power to represent the Lessor in all dealings with the Lessee in connection with the Lease or the leased land, subject to approval by the Lakeland City Commission. The Lessor may designate by written notice, addressed to the Lessee, other representatives from time to time, and such representatives may exercise those rights and duties of the Lessor as may be necessary to effectuate the purposes of this Lease, provided that the Lessee is given reasonable written notice of any such designation.

20.2 Notice to the Lessor shall be sufficient if either mailed by first class mail, postage prepaid, addressed to Airport Director, Lakeland Linder International Airport, City of Lakeland, 3900 Don Emerson Drive, Suite 210, Lakeland, Florida 33811, or delivered at such address, and notice to the Lessee named herein shall be sufficient if mailed by first class mail to Lessee at 3131 Flightline Drive, Suite 101, Lakeland, Florida 33811. Either party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other party in the manner provided in this Section. All notices and changes of address shall be effective upon receipt thereof.

SECTION 21

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent assignment and subletting are permitted.

SECTION 22

Should it become necessary for either party to bring an action at law or equity to enforce or interpret this Agreement or for the Lessor to bring an action to remove the Lessee from the Premises, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels.

SECTION 23

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Agreement or to remove Lessee from the Premises shall be Polk County, Florida.

SECTION 24

The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held invalid or unenforceable, all other terms and provisions hereof shall continue in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and their respective seals to be hereunto affixed, the day and year first above written.

ATTEST:

BY:________________________________
Kelly S. Koos
City Clerk

(Seal)

City of Lakeland, Florida
a municipal corporation

BY:________________________________
Sara Roberts McCarley
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY:________________________________
Palmer C. Davis
City Attorney

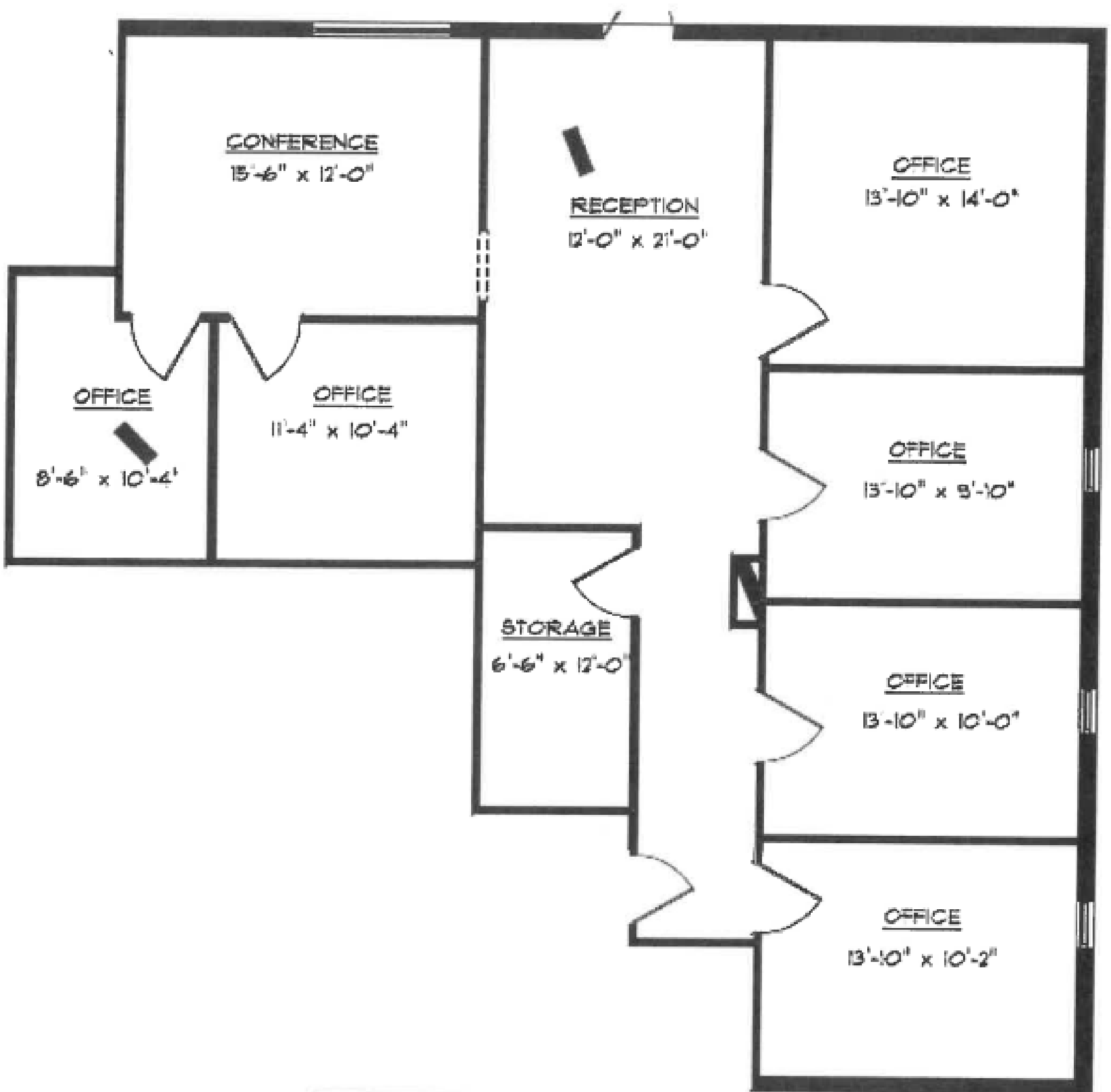
ATTEST:

By:________________________________
Printed Name:________________________
Witness

Globe Aero, LLC

By:________________________________
Printed Name:________________________
Title:_______________________________

EXHIBIT “A”



SUITE # 101
APPROX. 1,526 S/F

EXHIBIT "A"
Continued

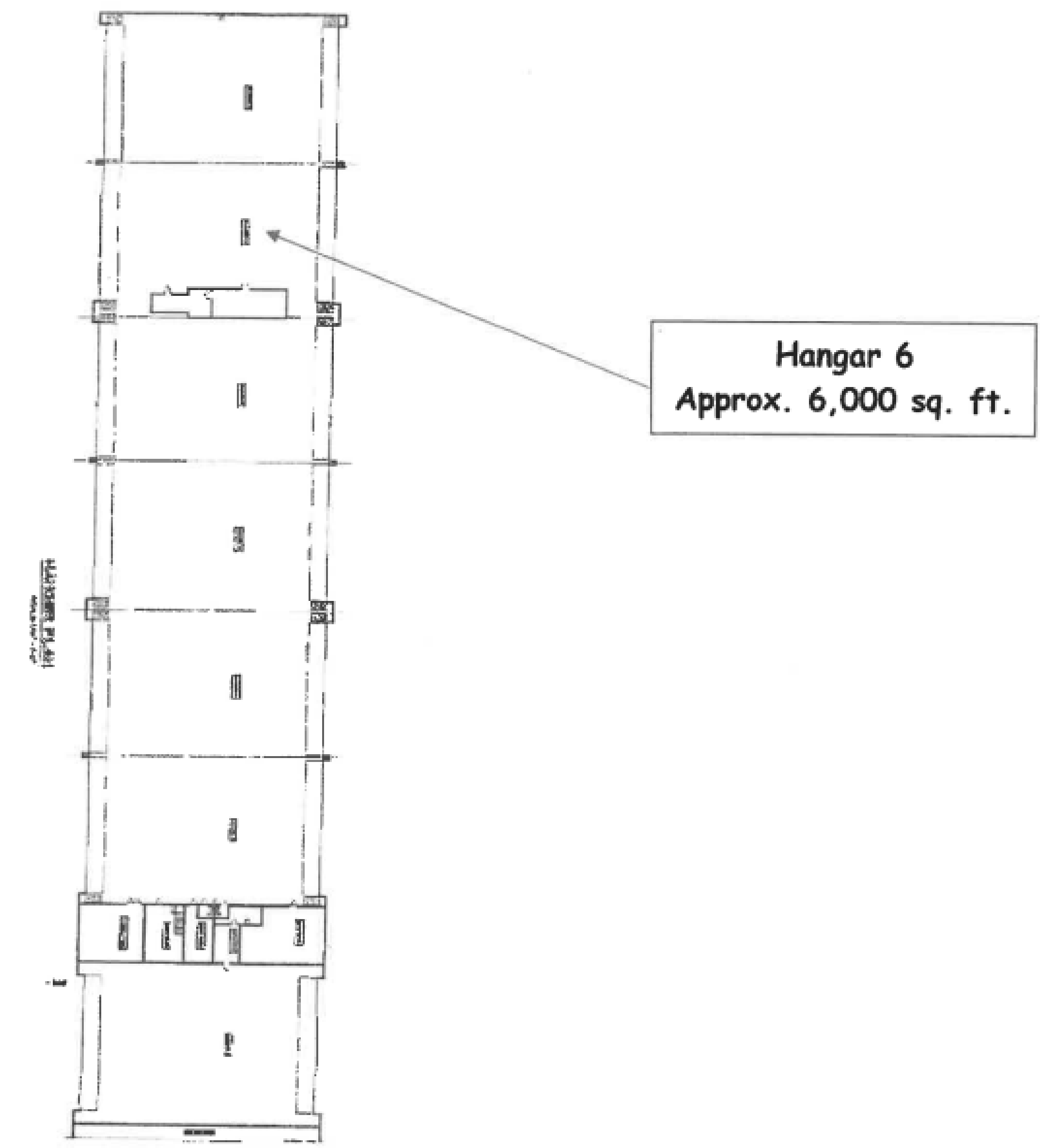


EXHIBIT "B"
INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland including its employees, officers, agents and Commission as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage.

The liability limits shall not be less than:

Bodily Injury and Property Damage	**$1,000,000 Single limit each occurrence**

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	**$500,000 Single limit each occurrence**

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Fire Legal Liability: Tenant's liability for damages by fire to the rented premises the tenant occupies.

The liability limits shall not be less than: $100,000

Fleet Aviation Liability: This policy shall include coverage for non-owned aircraft while in the care, custody or control of the Other party. This policy shall be endorsed to name the City of Lakeland as additional insured.

The liability limits shall not be less than: $1,000,000

OR

Aircraft Liability: Tenant agrees to carry aircraft liability coverage during the term hereof, with terms and company satisfactory to City.

The liability limits shall not be less than: $1,000,000

Hangar Keeper's Liability: Provides coverage for damage to or destruction of the aircraft of others while in the insured's custody for storage, repair, or safekeeping and while in or on the schedule premises.

The liability limits shall not be less than: $500,000

Tenant shall provide Fleet Aviation Liability OR Aircraft Liability AND Hangar Keeper's Liability

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

EXHIBIT "C"

Maintenance Matrix of Obligations

RESPONSIBILITY	TENANT	AIRPORT
Air Compressor	N/A	N/A
Air Handling System(s)		x
Ceiling Tiles		x
Disposal of Garbage, Debris and Waste Materials	x	
Elevators	N/A	N/A
Exterior Electrical		x
Exterior Electrical Fixtures		x
Exterior Light Bulbs		x
Exterior Painting		x
Exterior Plumbing		x
Exterior Signage	x	
Fire Protection System including Minimum Required Fire Extinguishers		x
Generator	N/A	N/A
Floor Replacement (Carpet, Tile Laminate etc.)	x	
Grounds Care		x
Hangar Doors		x
Hangar Insulation		x
Interior Electrical		x
Interior Electrical Fixtures		X
Interior Light Bulbs	x	
Interior Painting	x	
Interior Plumbing		X
Interior Walls	x	
Irrigation	N/A	N/A
Janitorial Service	X	
Janitorial Service - Flooring	X	
Keys / Locks		x
Mechanical / HVAC Maintenance		x
Mechanical / HVAC Replacement		x
Non-Structural Repairs	X	
Parking Lot & Side Walks		x
Pedestrian Doors Including Hardware	X	
Personal Property	X	
Pest Control	x	
Restroom Fixtures (Exclusive to Tenant Premises / Toilets / Faucets)	x	
Roof Maintenance		x
Roof Replacement		x
Security System	x	
Signage / Wayfinding		x
Structural Elements of Building		x
Water Fountains / Water Filters	x	
CURRENT 2026.05.01		

EXHIBIT “D”
HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Lakeland, Florida (the “Governmental Entity”).
The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:
1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of________________________, a Nongovernmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: ____
Authorized Signature: ____________________________________
Printed Name:____
Date:_____________________
Title: ____
STATE OF ________________
COUNTY OF ______________
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ________________, 20____, by ________________________________, as _________________________ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _________________ as identification.
____
Notary Public Signature
(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary:__________
My commission expires:_____________________