

EXISTING LEASE LANGUAGE

13. AVIATION FUELS.

(a) The right of dispensing and selling aviation fuels and lubricating oils within the Premises, provided such aviation fuels and lubricating oils shall be the product of a supplier or suppliers holding all necessary permits, licenses, certifications or approvals required by the appropriate government agencies to conduct such operations and to deliver aviation fuels and lubricating oils to the Airport. Lessor shall in no way be prevented from granting exclusive rights for the sale and dispensing of aviation fuels and lubricating oils on premises other than those covered by this Lease under such terms and conditions as it may deem advisable. In connection with the sale or dispensing of such products upon the Premises or otherwise, Lessor assumes no responsibility for acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Lessee-owned equipment. Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in accordance with all City, county, local, state, and federal laws, regulations, rules, and other requirements pertaining to the sale and storage of such fuels and oils, including but not limited to the Minimum Standards, as amended by the City from time to time.

(b) The parties agree that the following sums are those to which the provisions above apply, and shall be paid to Lessor on a monthly basis: Five and one-half percent (5.5%) of the per gallon cost price to Lessee of the first five hundred thousand (500,000) gallons of fuel delivered to Premises, and three and one-half percent (3.5%) of the cost price of each gallon exceeding five hundred thousand (500,000) gallons, of all aviation fuels delivered to Premises.

(c) Remittances to Lessor shall be paid monthly not later than the 15th day of each month without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations.

(d) The Lessee shall further retain upon the Premises all delivery bills, invoices, and related records pertaining to the delivery to the Premises of aviation fuels and lubricating oils and shall produce and make available such books and records upon request by the Lessor for the purposes of auditing payments to the Lessor as provided in this Amended and Restated Lease. Such books, records and other documents shall be made available for inspection to representatives of Lessor within fifteen (15) days of written notice to Lessee. Lessor shall have the right, upon reasonable notice to Lessee, to audit the Lessee's books and records relating to Lessee's operations in order to determine the correctness and accuracy of the Page 21 of 59 fuel fees paid to Lessor during a Lease year. In the event that any such audit reflects that the total fuel fees actually paid to Lessor during a particular Lease year shall be less than the fuel fees due and owing for such Lease year, then the Lessee shall immediately pay the difference to the Lessor upon written demand therefore by Lessor. If, as a result of any audit, it is established that the fuel fees paid to Lessor during a Lease year shall be three percent (3%) or more less than the fuel fees owed to the Lessor for such Lease year, the entire expense of said audit shall be borne by the Lessee. Lessor shall provide Lessee with a copy of the audit results obtained by Lessor upon such written request by Lessee.

(e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises, whether to Lessee, its employees, agents, subleases and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.

REVISIONS

13. AVIATION FUELS ~~FEES~~.

(a) ~~The LESSEE has the right to~~ ~~of dispensing~~ and selling aviation fuels and lubricating oils within the Premises, provided such aviation fuels and lubricating oils shall be the product of a supplier or suppliers holding all necessary permits, licenses, certifications or approvals required by the appropriate government agencies to conduct such operations and to deliver aviation fuels and lubricating oils to the Airport. Lessor shall in no way be prevented from granting exclusive rights for the sale and dispensing of aviation fuels and lubricating oils on premises other than those covered by this Lease under such terms and conditions as it may deem advisable. In connection with the sale or dispensing of such products upon the Premises or otherwise, Lessor assumes no responsibility for acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Lessee-owned equipment. Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in accordance with all City, county, local, state, and federal laws, regulations, rules, and other requirements pertaining to the sale and storage of such fuels and oils, including but not limited to the Minimum Standards, as amended by the City from time to time.

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(b) ~~Aviation Fuel Fees-Lessee shall pay Lessor the following fees each for all aviation fuel delivered to the Premises each month-month~~ ~~The parties agree that the following sums are those to which the provisions above apply, and shall be paid to Lessor on a monthly basis:~~ Five and one-half percent (5.5%) ~~of the total per gallon cost price~~ to Lessee of the first five hundred thousand (500,000) ~~gallons of aviation fuel delivered to the Premises beginning January 1st of each calendar year~~ and three and one-half percent (3.5%) ~~of the total cost to Lessee of the cost price of each gallon aviation fuel delivered to the Premises exceeding five hundred thousand (500,000) gallonsgallons of aviation fuel exceeding five hundred thousand (500,000) gallons during the period of January 1st through and including December 31st of each calendar year, of all aviation fuels delivered to Premises through December 31st. The per gallon cost price to Lessee is calculated from January 1st through and including December 31st of each calendar year. The first 500,000 gallons will reset annually beginning January 1st of each calendar year. The first 500,000 gallons of aviation fuel will reset annually beginning January 1st of each calendar year. Aviation fuel is subject to applicable taxes under Florida Law.~~

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(c) ~~Lessee shall pay Lessor Remittances~~ ~~Aviation fuel fees to Lessor shall be paid by Lessee to Lessor on a monthly basis monthly by no later not later~~ than the 15th day of each month ~~for the previous month~~ without any additional grace period and accompanied by a monthly report prepared by Lessee, which report shall detail the gallon amounts of any and all fuel delivered to the Premises. Such monthly reports shall pertain only to the Lessee's operations conducted at the Airport and exclude any other operations of the Lessee conducted at other locations. ~~Payment shall be delinquent upon the 16th day of the month, and upon such delinquency, the Lessee is subject to the default provisions in this Lease Agreement.~~ ~~ten0ten0~~

(d) The Lessee shall further retain upon the Premises all delivery bills, invoices, and related records pertaining to the delivery to the Premises of aviation fuels and lubricating oils and shall produce and make available such books and records upon request by the Lessor for the purposes of auditing payments to the Lessor as provided in this Amended and Restated Lease. Such books, records and other documents shall be made available for inspection to representatives of Lessor within fifteen (15) days of written notice to Lessee. Lessor shall have the right, upon reasonable notice to Lessee, to audit the Lessee's books and records relating to Lessee's operations in order to determine the correctness and accuracy of the

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Page 21 of 59 fuel fees paid to Lessor during a Lease year. In the event that any such audit reflects that the total fuel fees actually paid to Lessor during a particular Lease year shall be less than the fuel fees due and owing for such Lease year, then the Lessee shall immediately pay the difference to the Lessor upon written demand therefore by Lessor. If, as a result of any audit, it is established that the fuel fees paid to Lessor during a Lease year shall be three percent (3%) or more less than the fuel fees owed to the Lessor for such Lease year, the entire expense of said audit shall be borne by the Lessee. Lessor shall provide Lessee with a copy of the audit results obtained by Lessor ~~upon~~ after such written request by Lessee.

(e) The term delivery to the Premises as used in this subparagraph shall mean delivery of aviation fuel to the Premises; ~~whether this includes delivery of aviation fuel~~ whether this includes delivery of aviation fuel to Lessee, its employees, agents, ~~subleases sublessees~~, and independent contractors, but shall not apply when Lessee obtains aviation fuel from Fixed Based Operators at the Airport.